



Department of Toxic Substances Control



Winston H. Hickox
Agency Secretary
California Environmental
Protection Agency

Edwin F. Lowry, Director
1011 N. Grandview Avenue
Glendale, California 91201

Gray Davis
Governor

June 27, 2003

Mr. Ralph Patterson, Assistant Superintendent
Claremont Unified School District
2080 North Mountain Avenue
Claremont, California 91711

SCHOOL CLEANUP AGREEMENT, DOCKET NUMBER HSA-A 02/03-060-AMENDED,
CLAREMONT UNIFIED SCHOOL DISTRICT, PROPOSED LA PUERTA
ELEMENTARY SCHOOL, 2475 FORBES AVENUE, CLAREMONT (SITE CODE:
304393-11)

Dear Mr. Patterson:

Enclosed for your file is a fully executed School Cleanup Agreement for the subject Site. The Agreement will cover the Department of Toxic Substances Control oversight of the implementation of a Removal Action Workplan and/or the review and comment on a Completion Report, and associated activities.

Mr. Rao Akula will continue as project manager for this Site. You may reach Mr. Akula at (818) 551-2847.

As noted in the Agreement, the advance payment is due within 10 days of Agreement execution. It is important that the following information be clearly marked on the face of the check: "Docket Number HSA-A 02/03-060-Amended and CalStars Site Code 304393-11." The advance payment checks should be sent directly to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

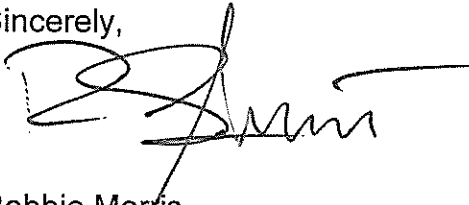
A photocopy of the check should be sent to Ms. Angie Alfaro at the letterhead address.

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy cost, see our Web-site at www.dtsc.ca.gov.

Mr. Patterson
June 27, 2003
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Thank you for participating in the Voluntary Cleanup Program. If you have any questions, feel free to contact me at (619) 278-3761.

Sincerely,

A handwritten signature in black ink, appearing to read "Robbie Morris". The signature is stylized with a large initial "R" and a long horizontal stroke extending to the right.

Robbie Morris
Oversight Agreement Coordinator
School Property Evaluation and Cleanup Division

Enclosure

cc: Mr. Jim Bush, Assistant Director
School Facilities Planning Division
California Department of Education
660 J Street, Suite 350
Sacramento, California 95814

Mr. Rao Akula
Schools Unit-Glendale Office

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

| | | |
|--------------------------------------|---|------------------------------------|
| In the Matter of: |) | Docket Number HSA-A 02/03-060 |
| |) | Amended |
| Proposed La Puerta Elementary School |) | |
| 2475 Forbes Avenue |) | School Cleanup Agreement |
| Claremont, California 91711 |) | |
| |) | |
| Project Proponent: |) | Health and Safety Code |
| |) | Section 25355.5(a)(1)(C) |
| |) | and Education Code Section 17213.2 |
| Claremont Unified School District |) | |
| 2080 North Mountain Avenue |) | |
| Claremont, California 91711 |) | |
| _____ |) | |

I.
INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this School Cleanup Agreement (Agreement) with the Claremont Unified High School District (Proponent). DTSC and the Proponent are referred to collectively herein as the "Parties".

1.2 Site. The property, which is the subject of this Agreement (Site), is a proposed elementary school, located at 2475 Forbes Avenue, Claremont, Los Angeles County, California. A diagram of the Site and a location map can be found in the original Agreement.

1.3 Jurisdiction. This Agreement is entered into by DTSC and the Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C) and Education

Code section 17213.2. These sections authorize DTSC to enter into an enforceable agreement with Proponent to oversee response actions at the Site.

1.4 Purpose. The purpose of this Agreement is for the Proponent to develop, and implement a Removal Action Workplan (RAW), and other associated activities, under the oversight of DTSC in an effort to satisfy statutory and regulatory requirements, and satisfactorily mitigate environmental impacts at the Site and receive Site certification. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC oversight costs.

II. BACKGROUND

2.1 Ownership. The Claremont Unified School District owns the Site.

2.2 Substances Found at the Site. Based on results of the PEA investigation, dated June 5, 2003, prepared by Environmental Geoscience Services, elevated levels of arsenic were detected in on-site soils, which may pose a risk to future Site occupants, above the DTSC screening level. Therefore, a removal action to address the impacted soils was recommended.

2.3 Physical Description. The approximately 10-acre is currently occupied an adult school and associated buildings and recreational areas.

2.4 Site History. Prior to development, the Site was utilized for agricultural purposes, indicating the potential application of pesticides.

III. AGREEMENT

3.0 **IT IS HEREBY AGREED THAT DTSC** will provide review, approval and oversight of the response actions conducted by the Proponent in accordance with the

Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; and U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

3.1 Scope of Work and DTSC Oversight. DTSC shall review and provide the Proponent with written comments on all Proponent deliverables as described in Exhibit C (Scope of Work) and other documents determined by DTSC to be necessary to the scope of the project. DTSC shall provide oversight and approval of field activities, including sampling and remedial activities as appropriate. DTSC completion of oversight activities described in this Agreement shall constitute DTSC's complete performance under this Agreement.

3.2 Additional Activities. Additional activities may be conducted and DTSC oversight provided by amendment to this Agreement or Exhibits attached hereto in accordance with sections 3.17 and 3.19. If DTSC expects additional oversight costs to be incurred related to these additional activities, DTSC will provide a written estimate of the additional oversight cost to the Proponent.

3.3 Agreement Managers. Ms. Sharon Fair, Chief, Glendale/Sacramento Schools Branch, is designated by DTSC as its Manager for this Agreement. Mr. Ralph Patterson, Assistant Superintendent, Business Services, is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice, document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Ms. Sharon Fair, Chief
Glendale/Sacramento Branch
School Property Evaluation and Cleanup Division
Attention: Mr. Rao Akula
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

3.4.2 To the Proponent:

Mr. Ralph Patterson, Assistant Superintendent
Claremont Unified School District
2080 North Mountain Avenue
Claremont, California 91711

3.5 DTSC Review and Approval. (a) All response actions taken pursuant to this Agreement shall be subject to the approval of DTSC. Proponent(s) shall submit all deliverables required by this Agreement to DTSC. Once the deliverables are approved by DTSC, they shall be deemed incorporated into, and where applicable, enforceable under this Agreement. (b) If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (1) return comments to the Proponent with recommended changes and a date by which Proponent(s) must submit to DTSC a revised document incorporating the

recommended changes; or (2) modify the document as deemed necessary and approve the document as modified. (c) Any modifications, comments or other directives issued pursuant to (b) above, are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Agreement.

3.6 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to the proponent in writing by DTSC'S Agreement Manager or his/her designee. No informal advice, guidance, or suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by the proponent shall be construed to relieve the proponent of the obligation to obtain such written approvals.

3.7 Endangerment During Implementation. In the event DTSC determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health and safety of people on the Site or in the surrounding area or to the environment, DTSC may order the Proponent to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.8 Payment. The Proponent shall pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight pursuant to this Agreement including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. It is

understood by the Parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly and the proponent shall make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

3.8.1 In anticipation of services to be rendered, the Proponent shall make an advance payment of fifty percent (50%) of the estimate of DTSC's oversight costs set forth in Exhibit D, which equals \$ 17, 683.00 to DTSC. That payment shall be made no later than ten (10) days after this Agreement is fully executed. If the Proponent's advance payment does not cover all costs payable to DTSC under this Agreement, the Proponent shall pay the additional costs within sixty (60) days of receipt of a bill from DTSC.

3.8.2 If any bill is not paid by the Proponent within sixty (60) days after it is sent by DTSC, the Proponent may be deemed to be in material breach of this Agreement.

3.8.3 All payments made by the Proponent pursuant to this Agreement shall be by warrant or a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the project code for the Site (Site No. 304393-11) and the Docket Number (Docket No. HSA-A 02/03-060-Amended) of this Agreement.

Payments shall be sent directly to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

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Payments shall be sent directly to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of the warrant or check shall be sent concurrently to DTSC's Agreement Manager.

3.8.4 If the advance payment exceeds DTSC's actual costs, DTSC will provide an accounting for expenses and refund the difference within one hundred-twenty (120) days after termination of this Agreement in accordance with paragraph 3.18. In no other case shall the Proponent be entitled to a refund from DTSC or to assert a claim against DTSC for any amount paid or expended under this Agreement.

3.9 Condition Precedent. It is expressly understood and agreed that DTSC's receipt of the advance payment described in paragraph 3.8.1 is a condition precedent to DTSC's obligation to provide review, comments, approvals or oversight pursuant to this Agreement.

3.10 Operation and Maintenance (O&M). Proponent(s) shall comply with all O&M requirements in accordance with the final approved RAW, Remedial Action Plan, and/or approved Remedial Design, as applicable. Within 30 days of the date of DTSC's request, Proponent(s) shall prepare and submit to DTSC for approval an O&M workplan that includes an implementation schedule. Proponent(s) shall implement the workplan in accordance with the approved schedule.

3.11 Record Retention. DTSC shall retain all cost records associated with the work performed under this Agreement for such time periods as may be required by applicable state law. The Proponent may request to inspect all documents which support DTSC's cost determination in accordance with the Public Records Act, Government Code section 6250 et seq.

3.12 Project Coordinator. The work performed by and on behalf of the

Proponent pursuant to this Agreement shall be under the direction and supervision of a project coordinator with expertise in hazardous substance site cleanup. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the project coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835 et al.

3.13 Access. The Proponent shall provide, and/or obtain access to the Site and offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to DTSC's employees, contractors, and consultants at all reasonable times. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to the Site; reviewing the progress of the Proponent in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by the Proponent.

3.14 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and

maps, whether or not such data and information was developed pursuant to this Agreement.

3.15 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities pursuant to this Agreement and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

3.16 Notification of Environmental Condition. The Proponent shall notify the DTSC Agreement Manager immediately upon learning of any condition posing an immediate threat to public health or safety or the environment. Within seven (7) days of the onset of such a condition, the Proponent shall furnish a report to DTSC, signed by the Proponent's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

3.17 Additional Work. If, at any time during construction at the Site, a previously unidentified release or threatened release of a hazardous material or the presence of a naturally occurring hazardous material is discovered, the Proponent shall cease all construction activities at the Site and notify the DTSC Agreement Manager immediately upon discovery of the release. At this point, DTSC may determine, or Proponent may propose, that certain tasks, including, but not limited to, 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 a DTSC-approved RAW or other decision document. DTSC shall request that Proponent perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within 14 days after the receipt of

such determination, Proponent may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, Proponent shall submit to DTSC a workplan for the additional work. Such workplan shall be submitted to DTSC within 30 days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, Proponent 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 Agreement.

3.18 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent for a minimum of six (6) years after the conclusion of all activities carried out under this Agreement. If DTSC requests that some or all of these documents be preserved for a longer period of time, the Proponent shall either comply with that request, deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. The Proponent shall notify DTSC in writing at least ninety (90) days prior to the expiration of the six-year minimum retention period before destroying any documents prepared pursuant to this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the related records shall be retained until the completion and resolution of all issues arising therefrom or until the end of the six-year period, which ever is later.

3.19 Amendments. This Agreement may be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by

any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The Parties may agree to a different effective date.

3.20 Exhibits. All exhibits identified in and attached to this Agreement are incorporated herein by this reference.

3.21 Time Periods. Unless otherwise specified, time periods begin from the date this Agreement is fully executed, and "days" means calendar days. "Business days" means all calendar days that are not weekends or official State holidays.

3.22 Proponent Liabilities. Nothing in this Agreement shall constitute or be considered a satisfaction or release from liability for any condition or claim arising as a result of Proponent's past, current, or future operations. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the Parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site.

3.23 Penalties for Noncompliance. Each Proponent may be liable for penalties for each day out of compliance with any term or condition set forth in this Agreement as a result of Proponent's(s') failure to comply, pursuant to H&SC sections 25359.2 and 25367.

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

3.25 Third-Party Actions. In the event that the Proponent is or becomes a party to any suit or claim for damages or contribution relating to the Site to which DTSC is not a party, the Proponent shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action. The Proponent shall pay all costs incurred by DTSC relating to such third-party actions, including but not limited to responding to subpoenas.

3.26 Reservation of Rights. DTSC and the Proponent reserve the following rights.

3.26.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the H&SC section 25360 et seq., and any other applicable provision of the law.

3.26.2 Nothing in this Agreement is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law or equity to protect public health and safety or the environment and recovering the costs thereof.

3.26.3 Nothing in this Agreement shall constitute or be construed as a waiver of the Proponent's rights, (including any covenant not to sue or release) with respect to any claim, cause of action, or demand in law or equity that the Proponent may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

3.26.4 By entering into this Agreement, Proponent does not admit to any fact, fault or liability under any statute or regulation.

3.27 Dispute Resolution. The Parties agree to use their best efforts to resolve

all disputes informally. The Parties agree that the procedures contained in this section are the required administrative procedures for resolving disputes arising under this Agreement. If Proponent(s) fails to follow the procedures contained in this section, it shall have waived its right to further contest the disputed issue. Proponent(s) reserves its legal rights to contest or defend against any final decision rendered by DTSC under this section. Disputes regarding DTSC billings shall follow the procedures set forth in Section 3.27.3.

3.27.1 Proponent(s) 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, Proponent(s) shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for Proponent(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 Proponent(s).

3.27.2. If Proponent(s) disagrees with the branch chief's decision, Proponent(s) may appeal to the School Property Evaluation and Cleanup Division, division chief. To appeal to the division chief, Proponent(s) must prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) Proponent(s)'s original statement of dispute, (2) supporting documents, and (3) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within ten (10) business days from the date of Proponent(s) receipt of the branch chief's response. The division chief or designee shall review Proponent(s)' letter and supporting documents, consider the issues raised and render a written decision to Proponent(s) within thirty (30) business

days of receipt of Proponent(s) letter. The decision of the division chief, or designee, shall constitute DTSC's administrative decision on the issues in dispute.

3.27.3. If Proponent(s) dispute a DTSC billing, or any part thereof, Proponent(s) shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Proponent(s) desires to formally request dispute resolution with regard to the billing, Proponent(s) shall file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, Proponent(s) shall pay all costs which are undisputed in accordance with Section 3.8. 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 Agreement. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

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

3.28 Compliance with Applicable Laws. Nothing in this Agreement shall relieve

the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

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

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

3.31 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No change in the ownership or corporate or business status of the facility or Site shall alter any signatory's responsibilities under this Agreement.

3.32 Effective Date. The effective date of this Agreement is the date when this Agreement is fully executed.

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

3.34 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed



Date: 6/22/03

Ms. Sharon Fair, Chief
Glendale/Sacramento Schools Branch
School Property Evaluation and Cleanup Division
Department of Toxic Substances Control



Date: 6/20/03

Mr. Ralph Patterson, Assistant Superintendent
Business Services
Claremont Unified School District

to be an original, but such counterparts shall together constitute one and the same document. //

EXHIBITS

A - SITE LOCATION MAP (See original Agreement)

B - SITE DIAGRAM (See original Agreement)

C - SCOPE OF WORK

D - COST ESTIMATE

E – SCHEDULE

Exhibit C

SCOPE OF WORK

EXHIBIT C

SCOPE OF WORK

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

TASK 1. Submittal of Existing Data

The Proponent will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site not previously submitted as part of the Phase I Environmental Assessment or the Preliminary Endangerment Assessment. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Site.

TASK 2. Site Investigation and Removal Action Workplan (RAW).

2.1 Supplemental Site Investigation (SSI) Work Plan.

The Proponent will submit an SSI work plan that describes the activities proposed to characterize soil contamination associated with the Site. The workplan should also include a Site health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

2.2 Workplan Implementation.

The Proponent will begin implementation of the approved workplan in accordance with the approved implementation schedule. DTSC may provide oversight of workplan implementation.

2.3 Supplemental Site Investigation Report.

The Proponent shall prepare a Site Investigation Report that at a minimum presents the data, summarizes the results of the investigation, validates all data, and includes recommendations and conclusions.

2.4 RAW

The Proponent will prepare a RAW in accordance with Health and Safety Code sections 25323.1 and 25356.1. The RAW will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implementability and cost;

- (d) administrative record list; and
- (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

TASK 3. Implementation of Final RAW.

Upon DTSC approval of the Final RAW, the Proponent shall implement the removal action, as approved.

TASK 4. Removal Action Completion Report

Within thirty (30) days of completion of field activities, the Proponent shall prepare a Removal Action Completion Report that at a minimum presents the data, summarizes the results of the investigation, validates all data, and includes recommendations and conclusions.

TASK 5. Public Participation

5.1 The Proponent shall conduct appropriate public participation activities given the nature of the community surrounding the Site and the level of community interest. The Proponent shall work cooperatively with DTSC to ensure that the affected and interested public and community are involved in DTSC's decision-making process. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25358.7, the DTSC Public Participation Policy and Procedures Manual, and with DTSC's review and approval.

5.2 The Proponent shall prepare a community profile to examine the level of the community's knowledge of the Site; the types of community concerns; the proximity of the Site to homes and/or schools, day care facilities, churches, etc.; the current and proposed use of the Site; media interest; and involvement of community groups and elected officials.

5.3 The Proponent shall develop and submit fact sheets to DTSC for review and approval when specifically requested by DTSC. The Proponent shall be responsible for printing and distribution of fact sheets upon DTSC approval using the approved community mailing list.

5.4 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW/RAP for public review and comment. The public comment period shall last a minimum of thirty (30) days.

5.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

5.6 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

5.7 If appropriate, the Proponent will revise the RAW/RAP on the basis of comments received from the public, and submit the revised RAW/RAP to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW/RAP.

TASK 6. California Environmental Quality Act (CEQA)

Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

TASK 7. Quality Assurance/Quality Control (QA/QC) Plan.

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

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

TASK 8. Health and Safety Plan

The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures, and equipment to be utilized.

TASK 9. Document Review

DTSC will review the RAW, the Site investigation Report, and the Removal Action Completion Report and provide written comments to the Proponent.

Exhibit D

COST ESTIMATE

EXHIBIT D

COST ESTIMATE WORKSHEET

VOLUNTARY CLEANUP AGREEMENT

Claremont Unified School District

Project Name: Proposed La Puerta School

CalStars Site Code: 304393-11

| Title | VCP | Project | | Supervisor | | Toxicology | Geology | Industrial | Public | CEQA | Clerical |
|-----------------------------------|----------|---------|-------|------------|------|-----------------------|--------------|-------------|----------|------|----------|
| | Coord. | Manager | | | | | | Hygiene | Particip | | |
| Classification | HSS | HSS | HSE | HSSI | HSEI | Staff Toxicologist | Eng Geol. | Assoc IH | PPS | AEP | WPT |
| TASK: | | | | | | | | | | | |
| Agreement Preparation/Negotiation | 6 | | | | | | | | | | |
| Scoping Meeting and preparation | | | 6 | 6 | | 6 | | | | | |
| Removal Action Workplan | | | 25 | 10 | | | | | 65 | | 15 |
| - CEQA | | | 15 | 6 | | | | | | 20 | |
| - Workplan | | | 25 | 6 | | 15 | 8 | | | | |
| - Implementation | | | 20 | | | | 8 | 2 | | | |
| - Report and Certification | | | 20 | 6 | | 15 | 8 | | | | |
| Total No. Hours/Class | 6 | 0 | 111 | 34 | 0 | 36 | 24 | 2 | 65 | 30 | 15 |
| Hourly Rate/Class | 102 | 113 | 117 | 115 | 124 | 137 | 113 | 107 | 95 | 100 | 55 |
| Cost/Class | 612 | 0 | 12987 | 3910 | 0 | 4932 | 2712 | 214 | 6175 | 3000 | 825 |
| Grand Total Cost | \$35,367 | | | | | | | | | | |

* Hourly rates are revised annually and subject to change

* Hourly rates include indirect labor costs.

17-Jun-03

Exhibit E

PROJECT SCHEDULE

EXHIBIT E

PROJECT SCHEDULE

| TASK | TIMELINE |
|--|---|
| Agreement Execution | July 2003 |
| Proponent to submit advance payment | Within 10 days of Agreement execution |
| Proponent to submit Supplemental investigation workplan and Report | As determined in consultation with DTSC |
| DTSC to review and comment on all submitted documents | As determined in consultation with DTSC |
| DTSC to review and comment on draft RAW. | Within 60 days of receipt of draft RAW |
| Public participation and CEQA activities | Concurrently, as determined by project activities and needs |
| DTSC to review public comments and amend RAW, if necessary | Within 15 days of close of public comment period |
| DTSC to approve final RAW | Within 15 days of receipt of RAW |
| Proponent to implement RAW | As outlined in RAW |
| Proponent to submit Completion Report | Within 30 days of receipt of confirmation sampling results |
| DTSC review, comment and/or approve Completion Report | Within 30 days of receipt of Report |
| Operations and Maintenance Plan | As determined by DTSC |
| Certification | As determined by DTSC |

Claremont Unified School District

2080 North Mountain Ave., Claremont, CA 91711-2697
(909) 398-0602 FAX (909) 621-0180
<http://www.cusd.claremont.edu>

Douglas J. Keeler, Ph.D., Superintendent
Ralph Patterson, Assistant Superintendent, Business Services



Board of Education

Joan Presecan, President
Jeanne Hamilton, Ph.D., Vice Pres.
Jack Mills, Ph.D., Member
Sam Mowbray, Ph.D., Member
David Speak, Ph.D., Member
Kimberly Volosin, Student Member

June 12, 2003

VIA FACSIMILE TO (619) 278-3736
AND VIA U.S. MAIL

Department of Toxic Substances Control
School Property Evaluation and Cleanup Division
2878 Camino del Rio South, Suite 402
San Diego, CA 92018
Attention: Ms. Robbie Morris, Oversight Agreement Coordinator

Re: Request for Voluntary Cleanup Agreement Amendment to Environmental Oversight Agreement, Docket No. HAS-A 02/03-060, Claremont Unified School District, Proposed La Puerta Elementary School, 2475 Forbes Avenue, Claremont, California

Dear Ms. Morris:

Claremont Unified School District ("District") is concurrently herewith delivering to Mr. Rao Akula at the Glendale office of the Department of Toxic Substances Control ("DTSC") a Draft Report Preliminary Endangerment Assessment dated June 5, 2003 ("PEA") prepared by Environmental Geoscience Services ("EGS") with respect to the proposed La Puerta Elementary School to be located at 2475 Forbes Avenue, Claremont, California (the "Site"). The PEA concludes that the only significant contaminant discovered at the Site is arsenic. Based on the supplemental site investigation work conducted as part of the PEA, the area of arsenic impacted soil is limited to only the northeast corner of the site, under an existing asphalt paved parking area. Accordingly, the PEA recommends the removal of the arsenic impacted soil at the northeast corner of the Site, which is to be conducted under DTSC oversight and within the guidelines of the DTSC's Voluntary Cleanup Program.

Based on the foregoing, the District hereby requests that the existing Environmental Oversight Agreement, Docket No. HAS-A 02/03-060 for the Site be amended and revised into a Voluntary Cleanup Agreement ("VCA") for DTSC oversight and implementation of a Removal Action Workplan ("RAW") and associated activities. The agreement manager for the VCA will be Ralph Patterson, Assistant Superintendent for Business Services.

Please contact us should you have any questions or comments regarding the foregoing. My office can be reached at 909-398-0602 or rpatters@chsmail.claremont.edu.

Sincerely,

A handwritten signature in black ink that reads "Ralph Patterson". The signature is written in a cursive style with a large initial "R".

Ralph Patterson,
Assistant Superintendent
Business Services

RP/pm

cc : Mr. Rao Akula, DTSC
Mr. Henry Ames, Environmental Geoscience Services
Andrew S. Begun, Esq.
Mr. Adolph Ziembra, AIA