

CALIFORNIA LAND REUSE AND REVITALIZATION ACT
(CLRRRA) AGREEMENT

ATTACHMENT C

to the
580 Dubuque Avenue Project Initial Study / Mitigated Negative Declaration

STANDARD AGREEMENT

California Land Reuse and Revitalization Act

Docket No. HSA-CLRRA **HSA-FY19/20-013**
(the "Agreement")

Overview

The California Land Reuse and Revitalization Act of 2004 ("CLRRA" or the "Act") was enacted by Assembly Bill No. 389, Montanez, on September 23, 2004, and extended and amended by Senate Bill 143, Cedillo, on October 11, 2009.¹ CLRRA provides for an eligible bona fide purchaser ("BFP"), innocent landowner ("ILO"), contiguous property owner ("CPO") or prospective purchaser in contract to acquire a site ("PP") (a "Person" under this Agreement) to qualify for specified immunities from liability for certain response costs or damage claims under applicable State of California ("State") statutes. Under CLRRA, a Person seeking the immunities provided by the Act is required to enter into an agreement with the Department of Toxic Substances Control ("DTSC"). By entering into this Agreement, **South City Ventures LLC**, meets the CLRRA requirements to enter into such an agreement. The CLRRA program is a voluntary program afforded to qualify Persons and does not alter existing State law regarding liability for releases or discharges of hazardous substances or hazardous materials not addressed by this Agreement.

South City Ventures LLC and DTSC hereby agree as follows:

1. Introduction

- 1.1 Parties. This Agreement is entered into by **South City Ventures LLC** and DTSC, who are collectively the "Parties" to this Agreement.
- 1.2 Site Description. This Agreement applies to the "Site" which is defined as the real property located on **Dubuque Avenue** in **South San Francisco, San Mateo** County, California **94080**, identified by **San Mateo** Assessor's Parcel Numbers **015-021-998**. The Site is approximately **1.9** acres in size and is bordered by **the South San Francisco Cal Train Station parking lot to the east and south with Grand Avenue beyond, Dubuque Avenue and Highway 101 to the west, and commercial property to the north. Current zoning of the site is Freeway Commercial**. A diagram of the Site and a location map are attached as Exhibit A.

¹ Assembly Bill No. 389 added Chapter 6.82 (commencing with Section 25395.60) and Chapter 6.83 (commencing with Section 25395.110) to Division 20 of the Health and Safety Code; Senate Bill No. 143 amended Section 25395.91.

- 1.3 Jurisdiction. CLRRRA, as codified in Health and Safety Code (H&SC) Sections 25395.91-25395.92, authorizes DTSC to enter into an Agreement with **South City Ventures LLC** with respect to the Site.
- 1.4 Purpose. The purpose of this Agreement is to implement CLRRRA for the assessment and remediation of the Site, so that **South City Ventures LLC** may qualify for the immunities afforded under CLRRRA and DTSC may be reimbursed for the costs incurred by DTSC.
- 1.5 Agreement Not an Admission. Entry into this Agreement by **South City Ventures LLC** does not constitute an admission of fact or liability or conclusion of law for any purpose or proceeding nor does it limit or waive any defense to responsibility or liability that may be available to **South City Ventures LLC** under any provision of law.
- 1.6 Agreement Not a Limitation. Nothing in this Agreement limits DTSC's authority to conduct a response action DTSC determines is necessary to protect public health and safety or the environment pursuant to any applicable statute. Except as otherwise expressly provided, nothing in this Agreement limits DTSC's authority to issue an order or take any other action under any provision of law to protect public health and safety or the environment or to pursue any existing legal, equitable or administrative remedies pursuant to State or federal law.

2. Definitions

- 2.1 Unless otherwise specified, definitions of terms used in this Agreement are those set forth in H&SC, Division 20, Chapters 6.82 and 6.83.
- 2.2 "Applicable statute" means the statutory provisions listed in HSC §25395.66(a)-(e).

3. Findings

- 3.1 Site History.

The property was undeveloped during the late-1800s and early-1900s. By the early-1940s, a series of structures appeared present near the middle of the property. Railroad tracks were constructed on the western portion of the subject property by the mid-1940s, with the property also utilized for storage of assorted materials at that time. By the mid-1950s, an additional rail spur line was present on the property, with an adjoining structure. Additional small structures appeared to have been constructed and removed from the property from that time through the late-1960s. The existing loading dock/ramp was constructed by the mid-1970s. The railroad tracks on the western portion of the property appear to have been removed

by the early-1990s, at which time the existing spurs both appeared present.

3.2 Site Eligibility.

On **February 25, 2019, South City Ventures LLC** submitted to DTSC a complete application that provides sufficient information for DTSC, pursuant to H&SC §25395.92(c), to prepare this Agreement. **South City Ventures LLC** submitted documents to DTSC in order to determine that the Site is an eligible Site under H&SC §25395.79.2 and to determine that **South City Ventures LLC** meets the conditions that apply as of the Effective Date of this Agreement to qualify as a **Prospective Purchaser** under §25395.91(2). Based on the information submitted in the application, DTSC has determined that the Site meets the definition of a site specified under H&SC §25395.79.2 because it is real property located in an urban infill area and its redevelopment is complicated by the presence of hazardous materials and is not excluded as a National Priorities List site or State superfund site and is not solely impacted by a petroleum release.

South City Ventures LLC has submitted to DTSC a complete application that provides sufficient information for DTSC, pursuant to H&SC §25395.92(c), to prepare this Agreement, to determine that the Site is an eligible site under H&SC §25395.79.2 and to determine that **South City Ventures LLC** meets the conditions that apply as of the effective date of this Agreement to qualify as a Prospective Purchaser under §25395.91(2).

If, at the time the **South City Ventures LLC** acquires ownership of the Site, the **South City Ventures LLC** meets the requirements of H&SC §25395.69 as verified by DTSC, the **South City Ventures LLC** will transition to the status of BFP capable of receiving the immunities of H&SC §25395.81. Notice of the ownership change shall be submitted to DTSC in writing at the time of transfer, along with a copy of the recorded title transfer document provided for DTSC's files. **South City Ventures LLC** will ensure that all appropriate inquiries (AAI) is current at the time of acquisition and will provide any applicable updates/documentation to DTSC, as needed, for review and verification of BFP status.

The anticipated acquisition date is **August, 2020**.

- 3.3 Eligibility of **South City Ventures LLC**. Based on the information submitted in the application, DTSC has determined that **South City Ventures LLC** meets the definition of a **Prospective Purchaser pursuant to §25395.91(2)**. and that **South City Ventures LLC** made all appropriate inquiries pursuant to H&SC §25395.65 or will make all appropriate inquiries pursuant to H&SC

§25395.65 at the time of acquisition and meets the conditions under H&SC §25395.80 that apply as of the effective date of this Agreement.

The Party, as a Prospective Purchaser, has conducted AAI, consisting of the following documents; however, AAI will be updated prior to acquisition and provided to DTSC:

- 1. Environmental Site Assessment, prepared by AllWest Environmental, dated March 23, 2017;**
- 2. Site Characterization Report, prepared by AllWest Environmental, dated February 23, 2018.**

4. Immunities, Withdrawal and Termination

- 4.1 Immunities. **South City Ventures LLC** will be entitled to the immunities provided for by CLRRRA, subject to its limitations and conditions, upon entry into this Agreement **and acquisition of the Site**. Any successor-in-interest to the Site will also be entitled to the immunities set forth by CLRRRA provided: (a) such successor-in-interest executes a written agreement (in the form attached hereto as Exhibit E) to assume any remaining obligations under the Agreement not performed by **South City Ventures LLC**, including, without limitation, long-term operation and maintenance; (b) DTSC finds that such successor-in-interest meets all of the qualifying conditions of H&SC §25395.80 and either H&SC §25395.69 or §25395.70, as applicable; and (c) DTSC accepts the assumption by such successor-in-interest of the remaining obligations under this Agreement. DTSC's acceptance of the successor-in-interest qualifying under the conditions of H&SC §25395.80 and either H&SC §25395.69 or §25395.70, as applicable, shall be evidenced solely by DTSC's execution of the assumption agreement by such successor-in-interest. Such agreement in the executed form shall then be incorporated into the Agreement as a subsequent exhibit.
- 4.2 Withdrawal and Termination. The circumstances and procedures under which **South City Ventures LLC** or DTSC may withdraw from or terminate this Agreement, and the consequences of withdrawal or termination, are as set forth in CLRRRA.
- 4.3 Opportunity to Cure. **South City Ventures LLC** shall be given notice and an opportunity to cure within a reasonable period of time before DTSC terminates this Agreement for an unapproved material deviation from the Agreement pursuant to H&SC §25395.81(c)(1) and §25395.93(d).

5. Activities

- 5.1 Activities. **South City Ventures LLC** and DTSC agree that the following activities are to be conducted under this Agreement in accordance with the schedule contained in Exhibit B.

- 5.2 Submittal of Existing Data. **South City Ventures LLC** shall make available to DTSC, and shall provide copies of, all known data and information concerning contamination at the Site whether or not such data and information was developed pursuant to this Agreement. **South City Ventures LLC** will also inform DTSC of any other known reports and documents, not in its possession, pertinent to the hazardous materials management and/or release, characterization and cleanup of the Site, including the name of the document (if known) and the identity and address of the person/entity with possession of the document (if known).
- 5.3 Site Assessment. If requested by DTSC, **South City Ventures LLC** shall submit a Site Assessment Plan that contains all necessary information required under H&SC §25395.94(b) and (c). If DTSC requires a health risk assessment (HRA), **South City Ventures LLC** shall prepare an HRA in accordance with H&SC §25356.1.5(b), (c), and (d).

5.3.1 Site Assessment Workplan and Report of Findings. **South City Ventures LLC** shall **submit a Site Assessment Plan/Report of Findings containing all information required under H&SC §25395.94(b) and (c), and H&SC §25395.95.**

If a Site Assessment Workplan is not required by DTSC, the Report of Findings may be included as part of the Response Plan.

- 5.3.2 Approval of Site Assessment Plan. If DTSC finds the Site Assessment Plan is adequate and contains all necessary information required pursuant to H&SC §25395.94(b) and (c) H&SC §25395.95, DTSC will approve the plan and notify appropriate persons, including any public drinking water system that relies on impacted groundwater for public drinking water purposes, including California Water Service (Cal Water).
- 5.4 Response Plan. If DTSC determines response action is necessary to prevent or eliminate an unreasonable risk, **South City Ventures LLC** shall submit a Response Plan to DTSC for approval. Once the Response Plan is approved, **South City Ventures LLC** shall implement the Response Plan. The Response Plan shall contain the information specified in H&SC §25395.96(a) and (b) and shall provide that implementation of the plan will place the Site in condition that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Public participation shall meet the requirements of H&SC §25395.96, including a DTSC public meeting if requested. Upon approval of the Response Plan, DTSC will notify all appropriate persons including **South San Francisco, California Water**

Service (Cal Water), the San Francisco Bay Regional Water Quality Control Board, and any local agency involved in environmental decision making.

- 5.4.1 Agreement to Implement Response Plan. Pursuant to H&SC §25395.92(d)(1), **South City Ventures LLC** agrees to take all actions required for a response action pursuant to H&SC, Division 20, Chapter 6.8 and Water Code Division 7. Required actions may include actions necessary to prevent an unreasonable risk before approval of the Response Plan.
- 5.4.2 Schedule for Compliance. The Response Plan shall include a timetable that identifies a schedule for compliance with the response action activities required for the Site.
- 5.4.3 Determination of Appropriate Care. Within sixty (60) calendar days after DTSC receives the Response Plan submitted under Section 5.4, or sooner, DTSC will make a written determination as to whether proper completion of the Response Plan will constitute appropriate care for the purposes of H&SC §25395.67(a).
- 5.4.4 Certificate of Completion. DTSC will issue a certificate of completion upon determining that all response actions have been satisfactorily completed in accordance with the approved Response Plan and that, based upon the data provided to DTSC at the time of the determination, no further remedial action, except only compliance with operation and maintenance and land use restriction requirements, if any, is necessary. If the Response Plan includes long-term obligations that have not been completed, including operation and maintenance (O&M) requirements or monitoring, DTSC will not issue a certificate of completion unless DTSC determines that all response actions other than the long-term O&M requirements and monitoring in the Response Plan have been completed, **South City Ventures LLC** has submitted an adequate long-term O&M plan and **South City Ventures LLC** has demonstrated initial compliance with the O&M plan.
- 5.4.5 Notification of Prospective Change in Land Use. After the Response Plan is approved, **South City Ventures LLC** shall notify DTSC of any proposed change in the use or anticipated use of the Site. If the proposed change in use or anticipated use of the Site requires a higher level of protection than use or anticipated use identified in the Response Plan, DTSC may require **South City Ventures LLC** to prepare and implement a new response plan that takes into account the change in use or anticipated use of the Site. **South City Ventures LLC** shall not make any change in use of the Site

inconsistent with any recorded land use control without the express approval of DTSC made in accordance with H&SC §25395.99(f).

- 5.5 Land Use Controls. **South City Ventures LLC** will execute and record any land use controls required under the approved Response Plan.
- 5.6 Operation and Maintenance. If DTSC determines long-term Operation and Maintenance (O&M) is required, as provided in an approved Response Plan, DTSC may, as a condition of issuing a certificate of completion, enter into an O&M agreement with the **South City Ventures LLC** that governs long-term O&M activities and that provides for adequate financial assurance. **South City Ventures LLC** shall select financial assurance provisions from the options available in Title 22, California Code of Regulations section 66264.145. DTSC may agree to the assignment and termination of **South City Ventures LLC's** O&M obligations, if any, if it is provided satisfactory evidence of financial assurance for the O&M obligations by the assignee and such successor enters into an acceptable O&M Agreement with DTSC. Such agreement shall not be unreasonably withheld.
- 5.7 CEQA Compliance. **South City Ventures LLC** shall submit to DTSC all documentation necessary for compliance with the California Environmental Quality Act, Public Resources Code sections 21000-21177 (CEQA).
- 5.8 Final Reports. For all final reports, **South City Ventures LLC** shall submit one hard (paper) copy (if requested by DTSC) and an electronic copy with all applicable attachments, appendices, signatures and certification stamps as a text-readable Portable Document Formatted (pdf).
- 5.9 Endangerment. **South City Ventures LLC** shall notify DTSC's Project Manager, immediately upon learning of any previously unknown condition that endangers public health or safety or that poses an unreasonable risk to human health and safety or the environment.
 - 5.9.1 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 **South City Ventures LLC** to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.
- 5.10 Further Response Actions. DTSC may require **South City Ventures LLC** to conduct further response actions only under the circumstances set forth in CLRRRA.

- 5.11 Disclosure Provisions. **South City Ventures LLC** will provide all notices and satisfy reporting requirements required by State or federal law with respect to the discovery or release of hazardous substances at the Site.
- 5.12 Exclusion from Permit Requirements. DTSC may exclude any portion of a response action conducted entirely on a site subject to an approved Response Plan from the hazardous waste facilities permit requirements if the Response Plan specifies that the response action will be conducted in compliance with the standards, requirements, criteria or limitations specified in H&SC §25395.100(b), including any condition imposed by DTSC.
- 5.13 Access. While **South City Ventures LLC** is the owner or prospective purchaser of the Site, **South City Ventures LLC** shall provide and/or coordinate access to the Site and take all reasonable efforts to obtain access to 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.
- 5.14 Notification of Field Activities. **South City Ventures LLC** shall inform DTSC at least seven (7) calendar 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 pursuant to this Agreement.

6. Oversight, Management and Payment

- 6.1 Oversight Agreement Managers and Project Managers. **Karen Steen** is designated by DTSC as its Project Manager for this Agreement. **Scott Mendelsohn** is designated by **South City Ventures LLC** as its Project Manager for this Agreement. Each Party will provide at least ten (10) calendar days' advance written notice to the other Party of a change of its designated Project Manager. All notices, documents and communications unless otherwise specified will be sent to the following addresses:

To: **Karen Steen, P.E.**
Project Manager
Department of Toxic Substances Control
Site Mitigation and Restoration Program
700 Heinz Avenue #200
Berkeley, California 94710

To: **Scott Mendelsohn**
South City Ventures LLC
50 Queva Vista
Novato, California 94947

6.2 Payment of DTSC's Costs. **South City Ventures LLC** shall follow the procedures for payment of DTSC's oversight costs.

6.2.1 Costs Included. **South City Ventures LLC** shall reimburse DTSC for all DTSC's costs. Subject to the provisions of Section 6.2.6 below, **South City Ventures LLC** will reimburse DTSC costs in accordance with H&SC Division 20, Chapter 6.66. DTSC's costs are recoverable pursuant to H&SC §25360.

6.2.2 Cost Estimate. An estimate of DTSC oversight costs ("Cost Estimate") is contained in Exhibit C. The cost estimate is the estimated cost of DTSC oversight of the activities discussed in Section 5, above. The Parties acknowledges that the Cost Estimate is not the final cost figure. DTSC will provide an updated Cost Estimate if the estimated oversight cost increases or the scope of work changes. If the DTSC revises the Cost Estimate in Exhibit C, such revision will be incorporated into this Agreement as an update to Exhibit C.

6.2.3 Payment Procedures. In anticipation of the costs to be incurred under this Agreement, including costs of preparing this Agreement, **South City Ventures LLC** will make an advance payment of **\$37,703**. If the advance payment does not cover all costs payable to DTSC, DTSC will invoice **South City Ventures LLC** quarterly. **South City Ventures LLC** shall pay all invoices within thirty (30) calendar days of the mailing date of the invoice. If payment is not received by DTSC within sixty (60) calendar days of the date of the invoice, **South City Ventures LLC** may be deemed to be in material default of this Agreement. Any payment for billing not received by DTSC within sixty (60) calendar days is subject to interest based on applicable federal and State laws and regulations, including but not limited to H&SC §25360.1.

6.2.4 Billing Address. DTSC will provide a Statement of Account to **South City Ventures LLC** at least quarterly. **South City Ventures LLC's** billing address is:

South City Ventures LLC
50 Queva Vista
Novato, California 94947

6.2.5 Payment Address. All payments made by **South City Ventures LLC** pursuant to this Agreement shall be by check made payable to DTSC and bearing on its face the project code for the Site **202240** and the docket number of this Agreement, **HSA-FY19/20-013**. Payments shall be sent to:

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

6.2.6 Dispute Resolution. If **South City Ventures LLC** has a dispute regarding the charges or related services appearing in the billing package received from DTSC, **South City Ventures LLC** must notify DTSC of the dispute in writing within 45 calendar days from the date of the billing package. The invoice dispute notice must identify the name of the Site, Site Code, invoice number, invoice date, charges contested, employee name associated with contested charges, and the amount disputed. The invoice dispute notice also must include a detailed statement of the legal and/or factual basis for the dispute and the remedy sought. For timely and good-faith invoice disputes, DTSC will waive the imposition of interest until resolution of the dispute.

The invoice dispute notice must be addressed to:

Chief, Collections and Resolution Unit
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

A copy of the invoice dispute notice should also be sent to the project manager by using the contact information on the last page of the billing letter included in the billing package.

If **South City Ventures LLC** is disputing only a portion of the costs included in the invoice, **South City Ventures LLC** should pay for those costs that are not being disputed. Filing a dispute will not stay the imposition of the interest charges for undisputed costs.

6.2.7 Effect of Billing Dispute. The existence of a billing dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Agreement.

7. Additional Provisions

- 7.1 Exhibits. All Exhibits are incorporated into this Agreement by reference.
- 7.2 Liens. DTSC shall have a lien on the property constituting the site for its unrecovered costs of any response action carried out at the Site, if the response action increased the fair market value of the Site that existed before the response action was initiated. DTSC and **South City Ventures LLC** may agree to substitute a lien on another property or other assurance of payment for the unrecovered response costs.
- 7.3 Proponent Liabilities. Except as specified in CLRRRA, 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 **South City Ventures LLC's** past, current, or future operations.
- 7.4 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 **South City Ventures LLC** 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 **South City Ventures LLC** or its agents in carrying out the activities pursuant to this Agreement.
- 7.5 Third Party Actions. In the event that **South City Ventures LLC** is a party to any suit or claim for damages or contribution to which DTSC is not a party, relating to the Site, **South City Ventures LLC** will notify DTSC in writing within ten (10) calendar days after service of the complaint in the third-party action. However, failure to give such notice within ten (10) calendar days will not be a material breach of this Agreement, and this requirement confers no rights on any third parties not party to this Agreement.
- 7.6 California Law. This Agreement shall be governed, performed and interpreted under the laws of the State of California.
- 7.7 Severability. If any portion of this Agreement is ultimately determined not to be enforceable, that portion will be severed from this Agreement and the severability shall not affect the enforceability of the remaining terms of this Agreement.
- 7.8 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon **South City Ventures LLC** and its business entity successors and assigns, and upon DTSC and any successor agency of DTSC that may have responsibility for, and jurisdiction over, the subject matter of this Agreement.

- 7.9 Amendment. This Agreement may be amended in writing by mutual agreement of DTSC and **South City Ventures LLC**. Any agreed-upon amendment shall be in writing, shall be signed by both Parties, shall be effective upon the date the amendment is signed by DTSC and, once signed by DTSC, is incorporated in this Agreement. An amendment may include changes to the terms and conditions of this Agreement, including an addition of another party in Exhibit D (provided that the party meets all of the qualifying conditions of H&SC §25395.80 and either H&SC §25395.69 or H&SC §25395.70, as applicable) and any other changes DTSC determines to be necessary. Such amendment shall then be incorporated into the Agreement as a subsequent exhibit.
- 7.10 Effective Date. The Effective Date of this Agreement is the date when this Agreement is fully executed.
- 7.11 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.
- 7.12 Counterparts. This Agreement 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.



Date: 1/23/2020

Julie Pettijohn, MPH, CIH
Branch Chief
Site Mitigation and Restoration Program
Department of Toxic Substances Control



Date: 1/10/2020

Scott Mendelsohn
Project Manager
South City Ventures LLC

LIST OF EXHIBITS

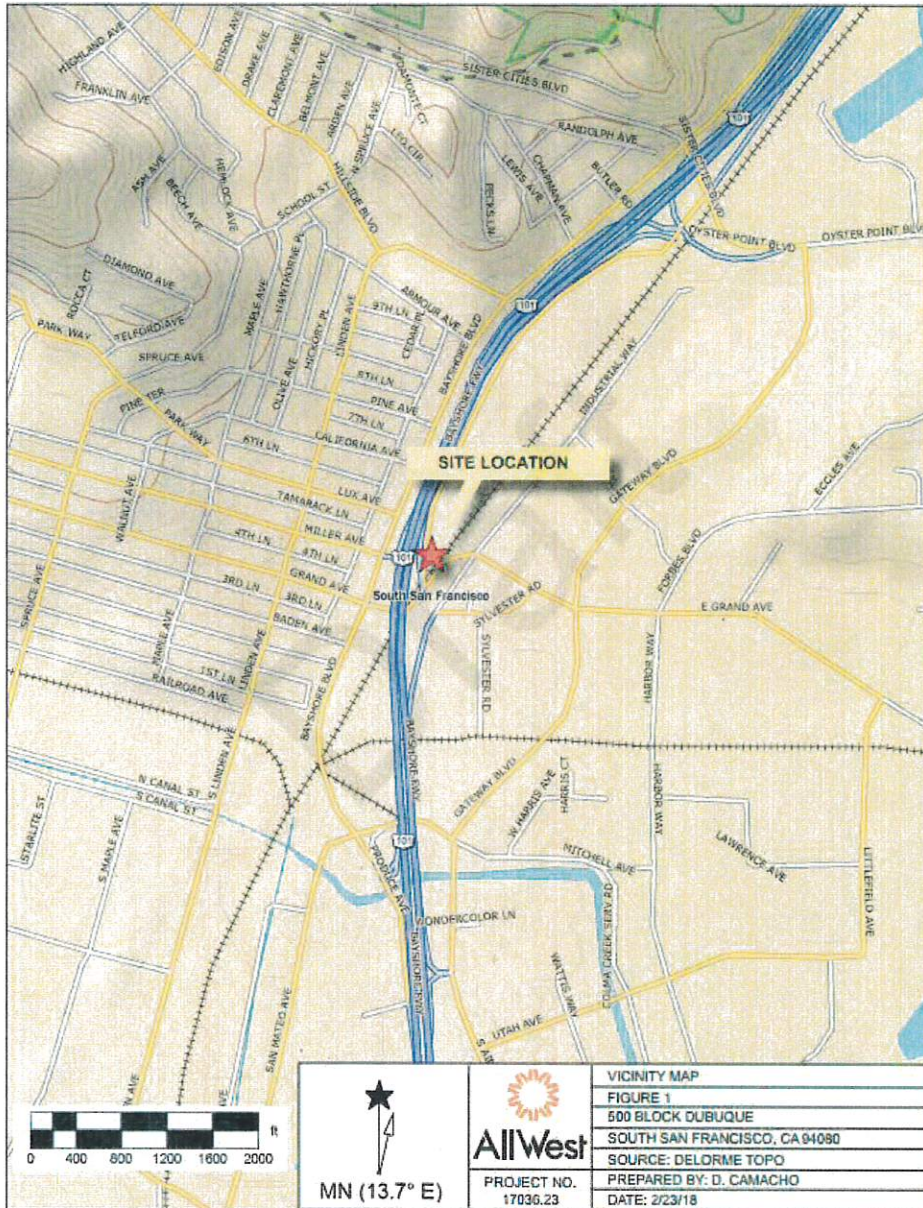
Exhibit A: Site Location

Exhibit B: Site Map

Exhibit C: Schedule

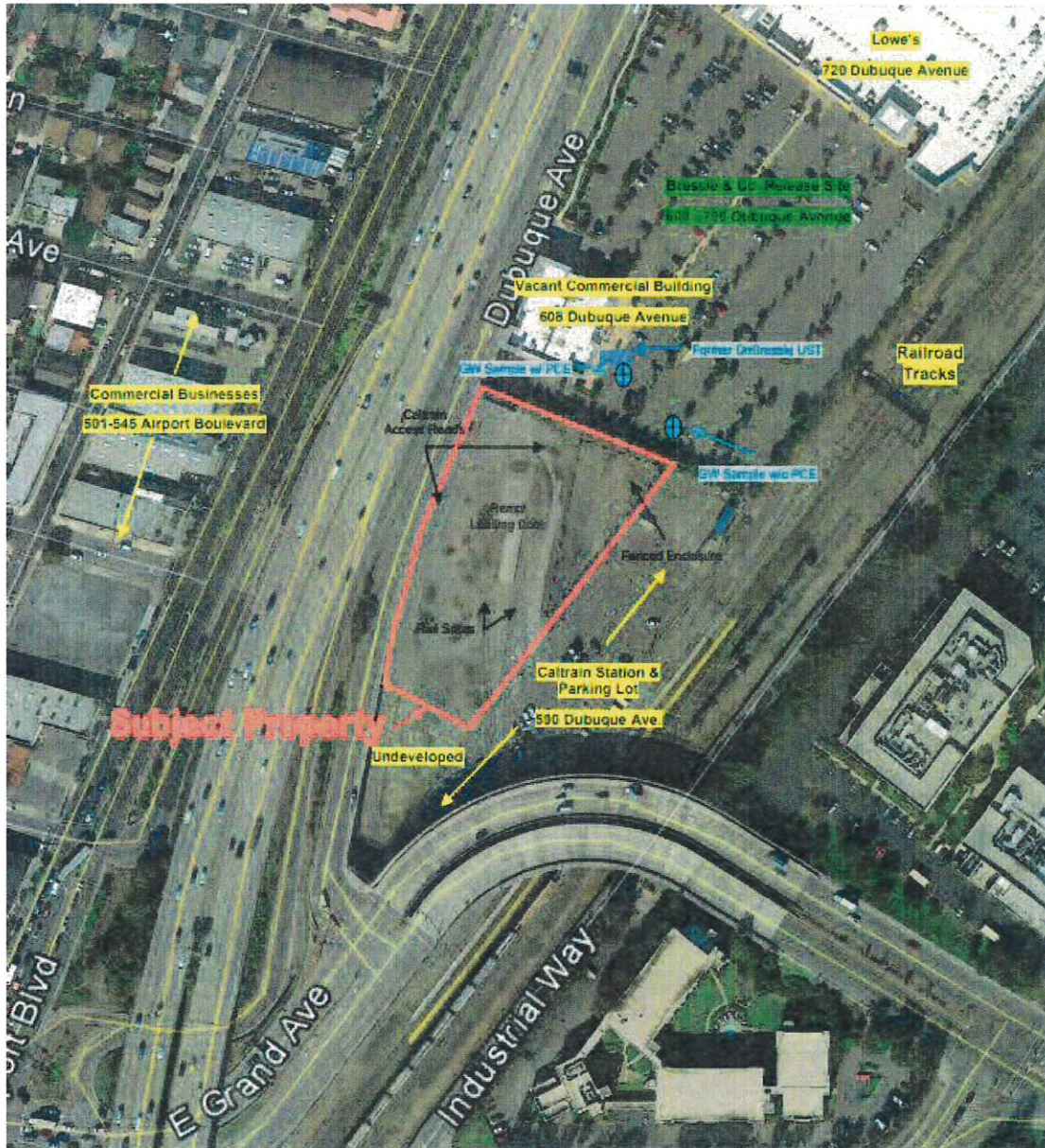
Exhibit D: DTSC Oversight Cost Estimate

EXHIBIT A Site Location



UNION PACIFIC PROPERTY
 Dubuque Avenue
 South San Francisco, CA

EXHIBIT B
Site Map



UNION PACIFIC PROPERTY
Dubuque Avenue
South San Francisco, CA

EXHIBIT C
Schedule

If **South City Ventures LLC** is unable to perform any activity or submit any document within the schedule outlined below, **South City Ventures LLC** shall notify DTSC's Project Manager prior to the date the task was to be completed in the schedule below. If DTSC determines that the revised schedule will have a significant effect on the schedule outlined below or upon its review schedule, the schedule shall be updated.

Activity	Schedule
Submit existing data	Submitted to DTSC April 12, 2019
Submit Draft Response Plan, including Report of Findings	By 2/28/2020
DTSC will prepare Community Profile	Within 60 days of DTSC's receipt of the Response Plan
Submit CEQA documentation	Concurrently with the Response Plan
DTSC review and comment on Draft Response Plan	Within 30 days of Response Plan submittal
Submit revised Draft Response Plan to DTSC for public review	Within 30 days of DTSC comments
DTSC will prepare public notice and fact sheet	Upon DTSC's approval of Response Plan for public review and comment.
Public Review/Comment Period, mailing of fact sheet to site mailing list and placement of public notice in local newspaper.	Upon DTSC's approval of Response Plan for public review and comment.
DTSC approval of Response Plan	DTSC to approve Response Plan, if appropriate, after addressing public comments.
Implement Response Plan and submit Completion Report	Within 365 days from the date of DTSC's approval of Response Plan, and prior to start of project construction.
DTSC to provide comments on the Completion Report.	Within 30 days of submittal of the Completion Report
Submit Final Completion Report	Within 30 days of DTSC comments
DTSC approval of Completion Report	Within 30 days of receipt of Final Completion Report

Submit Operation, Maintenance and Monitoring Plan (O&M Plan), if required	Within 30 days of DTSC approval of Completion Report
Submit Financial Assurance Cost Estimate, if required	Concurrently with the O&M Plan
DTSC review and comment on O&M Plan and Financial Assurance Cost Estimate	Within 30 days of O&M Plan submittal
Submit Final O&M Plan, if required	Within 30 days of DTSC comments
DTSC to provide draft land use restriction and O&M Agreement, if required	Within 30 days of DTSC's receipt of the O&M Plan
Submit Financial Assurance Documentation	Within 30 days of DTSC approval of Financial Assurance Cost Estimate
Submit Notice of Ownership Change and Copy of Transfer Document for PP	At the time of transfer
Submit AAI Update/verification of validity for PP	At the time of transfer
DTSC's issuance of a Certificate of Completion or No Further Action	Within 30 days of receipt of an acceptable Completion Report, O&M Plan and Agreement (if required), and the executed land use restriction (if required).

**EXHIBIT D
DTSC Oversight Cost Estimate**

DEPARTMENT OF TOXIC SUBSTANCES CONTROL UNION PACIFIC PROPERTY SITE CODE: 202240											
ACTIVITY TITLE	PROJECT MANAGER	BRANCH CHIEF	ENGINEERING SERVICES	GEOLOGY	TOXICOLOGY	INDUSTRIAL HYGIENE	LEGAL	CALIFORNIA ENVIRONMENTAL QUALITY ACT	OFFICE OF ENVIRONMENTAL EQUITY	ADMINISTRATIVE PROJECT MANAGER	CLERICAL
CLRRA Agreement Project											
Scoping/negotiations/preparations	20	2					4			1	1
All Appropriate Inquiries	16	1									
Community Profile	4								40		1
Review and comment on Response Plan and Report of Findings	30	2	8	8	8	2					1
CEQA	20	2					1	20			1
Public Participation	8	2							16		1
Oversight of Response Plan activities	8					2					
Review and comment on Completion Report	8	1	6	6	6						1
Operation and Maintenance Plan	8	1	4								
Operation and Maintenance Agreement	8	1					4				
All Appropriate Inquiries (at time of purchase)	20	1									
Land Use Covenant	8	2					8				1
Certification	4	2					1				1
Project Management	16									1	
Totals	178	17	18	14	14	4	18	20	56	2	8
Hourly Rate	\$ 224	\$ 288	\$ 224	\$ 264	\$ 238	\$ 262	\$ 307	\$ 189	\$ 146	\$ 146	\$ 89
Cost	\$ 39,917	\$ 4,896	\$ 4,032	\$ 3,696	\$ 3,332	\$ 1,048	\$ 5,526	\$ 3,780	\$ 8,176	\$ 292	\$ 712
Grand Total										\$	75,407