UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF: Omega Chemical Corporation Superfund Site Whittier, California [Respondents listed on Appendix A]	ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR REMOVAL ACTION U.S. EPA Region IX CERCLA Docket No. 09-2010-02 Proceeding Under Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent For Removal Action ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and parties identified on Appendix A hereto ("Respondents"). This Settlement Agreement provides for the performance of response actions by Respondents and the reimbursement of certain response costs incurred by the United States at or in connection with Operable Unit 1 ("OU-1") of the Omega Chemical Corporation Superfund Site ("Site"), generally located at 12504 and 12508 East Whittier Boulevard, Whittier, California, as represented graphically in Appendix C hereto.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9606(a), 9607 and 9622, as amended ("CERCLA").

3. EPA has notified the State of California (the "State") of this action pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding on EPA and on Respondents and their successors and assigns. Any change in ownership or corporate status of Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter Respondents' responsibilities under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement.

III. DEFINITIONS

8. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

c. "DTSC" shall mean the State of California Department of Toxic Substances Control and any successor departments or agencies of the State.

d. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXXI.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Paragraph 48 (costs and attorneys fees and any monies paid to secure access, including the amount of just compensation), Paragraph 59 (emergency response), and Paragraph 84 (work takeover).

g. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

h. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

i. "Omega Chemical Superfund Site Special Account" shall mean the special account, within the EPA Hazardous Substances Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

j. "Omega Property" shall mean that portion of the Omega Chemical Corporation Superfund Site consisting of the property formerly owned by the Omega Chemical Corporation, encompassing approximately one acre, located at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, California, and bounded by fencing and existing streets.

k. "Operable Unit 1", or "OU-1" shall mean the area of soil and groundwater contamination within and below the Omega Property and extending downgradient approximately 100 feet southwest of Putnam Street, Whittier, California. This area is represented graphically in Appendix C hereto. This term is meant to have the same meaning and scope as the term "Phase 1a Area" in the Phase 1a Area Consent Decree.

l. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

m. "Parties" shall mean EPA and Respondents.

n. "Phase 1a Area Consent Decree" shall mean that consent decree between the United States and certain settling defendants, entered by the U.S. District Court for the Central District of California, on February 28, 2001 (Docket No. 00-12471-TJH), and all amendments thereto.

o. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

p. "Respondents" shall mean those parties identified in Appendix A.

q. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

r. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent, and all appendices attached hereto (listed in Section XXX). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

s. "Site" shall mean the Omega Chemical Corporation Superfund Site, listed on the National Priorities List on January 19, 1999, 64 Fed. Reg. 2950.

t. "State" shall mean the State of California and any agencies or instrumentalities thereof.

u. "Statement of Work" or "SOW" shall mean the statement of work for implementation of the response actions, as set forth in Appendix B to this Settlement Agreement, and any modifications made thereto in accordance with this Settlement Agreement.

v. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

w. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement and the SOW.

IV. FINDINGS OF FACT

9. The Site includes the location of the former Omega Chemical Corporation and Omega Refrigerant Reclamation Corporation facilities (collectively, the "Omega facility"), encompassing approximately one acre, located at 12504 and 12512 East Whittier Boulevard, Whittier, California (i.e., the "Omega Property").

10. From approximately 1976 to 1991, the Omega facility operated as a used solvent and refrigerant recycling, reformulation, and treatment facility. The facility handled primarily chlorinated solvents, such as degreasing and dry-cleaning chemicals and refrigerants, as well as many other types of materials.

11. On August 27, 1993, EPA conducted an assessment of the Omega Property at the request of the State. During this assessment, EPA observed over 2,900 fifty-five gallon drums of hazardous wastes. At that time, the State was the lead regulatory agency, negotiating with the Site owner and operator, Omega Chemical Corporation, to remove or otherwise address these wastes.

12. In January 1995, EPA conducted a second assessment of the Omega Property at the request of the State and observed approximately 3,000 drums in various stages of deterioration, many of which were corroded and leaking. Leaking substances were migrating to other portions of the Omega Property and off-site. These substances presented a threat to human health and environment through the contamination of soil and groundwater and through the release of hazardous vapors.

13. On May 3, 1995, EPA issued a time critical removal action memorandum ("1995 Action Memorandum"), which authorized a removal action involving the following response actions: securing the Site; sampling and categorizing hazardous materials; removing hazardous substances and grossly contaminated equipment, structures, and debris; sampling surface and subsurface soils and groundwater to determine the nature and extent of contamination; disposing, stabilizing or treating grossly contaminated soils; and grading, capping, and fencing areas where contamination remained in the soil.

14. On May 9, 1995, EPA issued Unilateral Administrative Order 95-15 ("1995 UAO") to Potentially Responsible Parties ("PRPs") to perform work described by the 1995 Action Memorandum. Each of these PRPs had arranged for the disposal of at least 10 tons of hazardous substances at the Omega Property. The 1995 UAO was amended on August 31, 1995, and issued

to additional PRPs. A total of 147 parties, including many of the Respondents to this Settlement Agreement, were required to perform work under the 1995 UAO, as amended.

15. In September 1998, EPA proposed the Site for listing on the National Priorities List ("NPL"). On January 19, 1999, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the NPL, as set forth at 40 C.F.R. Part 300, Appendix B. 64 Fed. Reg. 2950. DTSC provided EPA with local agency support and represented the State regarding the Site investigation issues.

16. On April 1, 1999, the EPA issued special notice letters to the members of the Omega Chemical Site PRP Organized Group ("OPOG"), and commenced negotiations of the Phase 1a Area Consent Decree, which required response work including a non-time critical removal action addressing groundwater, and a remedial investigation and feasibility study addressing soils located at or near the Omega Property. The Phase 1a Area Consent Decree also required payments from other defendants, in lieu of participation in the work required under that decree. On February 28, 2001, the decree, Docket No. 00-12741-TJH, was entered by the United States District Court for the Central District of California.

17. In May 2004, indoor air was sampled within the Skateland building, located adjacent to the Omega Property. The results indicated vapor intrusion of hazardous substances believed to be associated with the Omega Property -- including, but not limited to, volatile organic compounds ("VOCs") such as tetrachloroethene ("PCE") and trichloroethene ("TCE") -- into the building from soil and groundwater at the Omega Property. This sampling also indicated a PCE level of 1100 micrograms per cubic meter ($\mu g/m^3$) which was higher than EPA's health-protective criteria for long-term exposure for industrial air.

18. Pursuant to the first amendment to the Phase 1a Area Consent Decree, certain PRPs undertook work to address the indoor air contamination issues at the Skateland building. Specifically, these PRPs organized and funded the purchase of the Skateland property and implemented an EPA-approved response action that permanently discontinued its use as a commercial building.

19. EPA issued an administrative order on consent (AOC) to 19 PRPs to install and sample additional groundwater monitoring wells, to help characterize the plume of contaminated groundwater emanating from the Omega Property. The AOC was issued on January 5, 2004, and amended and reissued on July 2, 2004.

20. On September 30, 2005, EPA issued a non-time critical removal action memorandum ("2005 Action Memorandum") selecting a response action to mitigate threats posed by the presence of hazardous substances, including VOCs in groundwater located at the Site. The 2005 Action Memorandum called for groundwater extraction and treatment at or near the Omega Property for purposes of containing contaminated groundwater.

21. In 2005, EPA settled with 171 de minimis parties, i.e., parties that sent between three and 10 tons of hazardous substances to the former Omega Property.

22. In 2006, EPA settled with 12 parties deemed to have limited ability to pay response costs incurred and to be incurred at the Site.

23. Respondents to this Settlement Agreement are PRPs that each arranged for the disposal of at least 10 tons of hazardous substances at the former Omega Property. Respondents currently are performing other actions at the Site, such as implementing the groundwater removal action pursuant to the 2005 Action Memorandum. Respondents also completed the OU-1 vadose zone remedial investigation report in November 2007 and the OU-1 feasibility study in May 2008, pursuant to the requirements of the Phase 1a Area Consent Decree.

24. Terra Pave, Inc. is an asphalt and concrete installation, paving and repair company, located at 12511 East Putnam Street, Whittier, California, adjacent to the Omega Property, as shown in Appendix C hereto ("Terra Pave"). The facility is a 2,100 gross square foot slab on grade building. The front side of the building, containing office areas, is two stories in height; the rear side of the building consists of a maintenance shop area. Terra Pave employs approximately 30 people.

25. Indoor and ambient air samples were collected from Terra Pave in May 2004, September 2005, and July 2008. The results of these data showed that levels of PCE were above EPA's health-protective criteria for long-term industrial exposure, but below EPA's short-term exposure criteria.

26. In December 2008, OPOG implemented the interim measure of installing several air purifiers at Terra Pave, in an attempt to reduce indoor air levels of contamination; OPOG sampled and replaced these filters in the first-half of 2009.

27. On January 16, 2009, OPOG's contractor, CDM, performed a ventilation and floor inspection of Terra Pave. On March 3, 2009, CDM conducted additional indoor and ambient air sampling at Terra Pave to update previous evaluations and assess whether contamination from the Site is migrating through soil into these buildings, and impacting indoor air quality. The results indicated vapor intrusion of PCE and TCE into the building. The March 2009 samples indicated PCE levels ranging from 42 to 536 micrograms per cubic meter ($\mu g/m^3$) (the latter according to EPA's split sample) which are above EPA's health-protective criteria for long-term industrial exposure to PCE (i.e., 2.1 $\mu g/m^3$). The March 2009 samples indicated TCE levels ranging from 12 to 19.9 $\mu g/m^3$, which are above EPA's health-protective criteria for long-term industrial exposure to TCE (i.e., 6.1 $\mu g/m^3$). The PCE and TCE levels from the March 2009 sampling event were below the health protective air exposure concentrations for short-term exposure criteria used by EPA.

28. On July 16, 2009, CDM conducted additional indoor and ambient air sampling at Terra Pave. The July 2009 samples indicated PCE levels ranging from 22 to 52 $\mu g/m^3$ (the latter according to EPA's duplicate sample) and TCE levels ranging from 2.1 to 2.4 $\mu g/m^3$ (the latter according to EPA's duplicate sample).

29. Bishop Company ("Bishop") is located at 12519 East Putnam Street, in Whittier, California, within OU-1, as generally shown in Appendix C. Bishop is an arboriculture and

landscape supplies company that employs approximately 14 employees, and is visited by customers.

30. On March 3, 2009, CDM conducted indoor and ambient air sampling at Bishop. The results indicated vapor intrusion of PCE into the building, believed to be from soil and groundwater at the Site. The March 2009 samples indicated PCE levels ranging from 6 to 149.2 $\mu g/m^3$, which are above EPA's long-term industrial exposure criteria, but below the short-term exposure criteria.

31. On July 16, 2009, CDM conducted additional indoor and ambient air sampling at Bishop. The July 2009 samples indicated PCE levels ranging from 4.3 to 16 $\mu g/m^3$.

32. Exposure to PCE and TCE at high levels could damage the liver, kidneys, and the nervous system and may cause cancer.

33. Actual or threatened releases of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of section 106(a) of CERCLA, 42 U.S.C. § 9606(a). Of specific concern, long-term exposure to releases of hazardous substances into the Terra Pave and Bishop buildings, if not abated, may pose a threat to the health and welfare of the employees and customers of Terra Pave and Bishop.

34. The Administrative Record supporting this action is available for review at the EPA Region IX Records Center, located at 95 Hawthorne Street, San Francisco, California (94105).

V. CONCLUSIONS OF LAW AND DETERMINATIONS

35. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, EPA has determined that:

a. The Omega Chemical Corporation Superfund Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substance(s)" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of response actions and for response costs incurred and to be incurred at the Site. Respondents arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous

substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement Agreement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND REMEDIAL PROJECT MANAGER

36. Respondents shall retain one or more contractors to perform the Work and shall notify EPA of the name(s) and qualifications of such contractor(s) no later than within seven (7) days of EPA's approval of the final Work Plan described in Paragraph 41. Respondents shall also notify EPA of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least fifteen (15) days prior to commencement of such Work. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify EPA of that contractor's name and qualifications within seven (7) days of EPA's disapproval. The proposed contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by EPA.

37. No later than within seven (7) days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during the Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and

shall notify EPA of that person's name, address, telephone number, and qualifications within fifteen (15) days following EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by all Respondents.

38. EPA has designated Lynda Deschambault of the EPA Region IX Superfund Division, as its Remedial Project Manager ("RPM"). EPA designates Frederick Schauffler as an alternate RPM for the Site, in the event Ms. Deschambault is not present at the Site or is otherwise unavailable. During such times, Mr. Schauffler shall have the authority for the Site vested in the designated RPM as stated in Section XIV of this Settlement Agreement. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the RPM at:

Lynda Deschambault
Superfund Division (SFD-7-1)
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
deschambault.lynda@epa.gov

39. EPA and Respondents shall have the right, subject to Paragraph 37, to change their respective designated RPM or Project Coordinator. Respondents shall notify EPA ten (10) days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

40. Respondents shall perform, at a minimum, all actions necessary to implement the Statement of Work. The actions to be implemented generally include, but are not limited to, the following, all of which are described in further detail in the Statement of Work:

a. Evaluate and implement short-term mitigation measures to address vapor intrusion at the Terra Pave and Bishop properties;

b. Prepare a preliminary design report for 30% design of a soil vapor extraction (SVE) system for the Terra Pave and Bishop properties;

c. Construct an SVE system;

d. Operate, maintain, and monitor the SVE system and short-term mitigation measures;

e. Perform sampling of indoor air at several buildings near the Omega Property, as identified in the Statement of Work, and at such frequencies as identified therein; and

f. Provide quarterly progress reports to EPA.

41. Work Plan and Implementation.

a. Within 15 days after the Effective Date, Respondents shall submit to EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 40 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement and SOW. Respondents shall prepare a Quality Assurance Project Plan ("QAPP") as part of the Work Plan. The QAPP should be prepared in accordance with "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), and "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998). In lieu of preparing a new QAPP, Respondents may prepare an addendum to the *On-Site Soils Remedial Investigation/Feasibility Study Work Plan,* dated September 29, 2003, which was prepared for previous response actions at the Site; such addendum shall include all elements of the QAPP and shall be submitted as part of the draft Work Plan.

b. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If EPA requires revisions, Respondents shall submit a revised draft Work Plan within 15 days of receipt of EPA's notification of the required revisions. Respondents shall implement the Work Plan as approved in writing by EPA in accordance with the schedule approved by EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of the Work Plan developed hereunder until receiving written EPA approval pursuant to Paragraph 41(b).

d. After review of any plan, report or other item that is required to be submitted for approval pursuant to this AOC and/or the SOW, in a notice to Respondents EPA shall: (1) approve, in whole or in part, the submission; (2) approve the submission upon specified conditions; (3) modify the submission to cure the deficiencies; (4) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (5) any combination of the above. However, EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure within fifteen (15) days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

42. Health and Safety Plan.

Unless otherwise provided in the Statement of Work, within 15 days after the Effective Date, Respondents shall submit for EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement Agreement ("Health and Safety Plan"). This plan shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall

comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations, found at 29 C.F.R. Part 1910. If EPA determines that it is appropriate, the Health and Safety Plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by EPA and shall implement the plan with changes through the duration of the Work.

43. Quality Assurance and Sampling.

a. Within 15 days after the Effective Date, Respondents shall submit for EPA review and approval a field sampling plan that describes indoor air sampling that will occur at the Terra Pave and Bishop buildings, including all necessary sampling associated with the start up and operation of the SVE system, for the duration of the removal action ("Field Sampling Plan"). The Field Sampling Plan shall comply with all requirements of Paragraph 43 of this Settlement Agreement.

b. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by EPA. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

c. On request by EPA, Respondents shall have such a laboratory analyze samples submitted by EPA for QA monitoring. Respondents shall provide to EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

d. Upon request by EPA, Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples. Respondents shall notify EPA not less than fifteen (15) days in advance of any sample collection activity, unless shorter notice is agreed to by EPA. EPA shall have the right to take any additional samples that EPA deems necessary. Upon request, EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

44. Reporting.

a. Respondents, on a quarterly basis, shall submit a written progress report to EPA concerning actions undertaken pursuant to this Settlement Agreement, from the date of receipt of EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the RPM. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondents shall submit to EPA two (2) copies of all plans, reports or other submissions required by this Settlement Agreement, the Statement of Work, or any approved work plan, as well as one (1) copy to EPA's contractor, one (1) copy to the State, and to other recipients as directed by the RPM. On request by EPA, Respondents shall submit such documents in electronic form.

c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

45. Final Report. Within 30 days after completion of all Work required by this Settlement Agreement, Respondents shall submit for EPA review and approval a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

> "Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

46. Off-Site Shipments.

a. Respondents shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of

Waste Material to the appropriate state environmental official in the receiving facility's state and to the RPM. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed ten (10) cubic yards.

i. Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the removal action. Respondents shall provide the information required by Paragraph 46(a) and 46(b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

47. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide EPA and its representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

48. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements that are known as of the Effective Date immediately after the Effective Date. Respondents shall use their best efforts to obtain any additional access agreements that become necessary promptly upon designation of Respondents' Project Coordinator, or as otherwise specified in writing by the RPM, whichever is earlier. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall immediately notify EPA if after using their best efforts they are unable to obtain such agreements. Respondents shall describe in writing their efforts to obtain access. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described in this Settlement Agreement, using such means as EPA deems appropriate. Respondents shall reimburse EPA for all costs and attorney's fees incurred by

the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

49. The Respondents may seek relief under the provisions of Section XVII (Force Majeure) of this Settlement Agreement for any delay in the performance of the Work resulting from a failure to obtain, or a delay in obtaining, any access required for the Work, provided they have complied with the "best efforts" and notice aspects of Paragraph 48.

50. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

51. Respondents shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

52. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA, or if EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

53. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

54. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or

engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

55. Until 5 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), each Respondent shall preserve and retain a copy of all records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Work, regardless of any corporate retention policy to the contrary. Until 5 years after Respondents' receipt of EPA's notification pursuant to Section XXIX (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

56. At the conclusion of this document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such records or documents, and, upon request by EPA, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege in lieu of providing documents, they shall provide EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

57. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XII. COMPLIANCE WITH OTHER LAWS

58. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable state and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Respondents shall identify ARARs in the Work Plan subject to EPA approval. The Parties anticipate that all Work

under this Settlement Agreement will be on or in close proximity to the Omega Property and therefore, pursuant to 42 U.S.C. § 9621(e) and NCP Section 300.400(e), no permit will be required for any aspect of the Work.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

59. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the RPM or, in the event of her unavailability, the Regional Duty Officer at (888) 254-3130, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

60. In addition, in the event of any new release of a hazardous substance from the Site, Respondents shall immediately notify the RPM and the National Response Center (at (800) 424-8802). Respondents shall submit a written report to EPA within seven (7) days after each new release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §11004, *et seq.*

XIV. AUTHORITY OF REMEDIAL PROJECT MANAGER

61. The RPM shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. The RPM shall have the authority vested in an RPM and an On-Scene Coordinator by the NCP, including the authority, consistent with the NCP, to halt any Work required by this Settlement Agreement and to take any necessary response action when the RPM determines that conditions at the Site constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to the release or threatened release of Waste Material.

XV. PAYMENT OF FUTURE RESPONSE COSTS

62. Payments for Future Response Costs.

a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondents a bill requiring payment that includes an itemized cost summary (SCORPIOS Report), which includes direct and indirect costs incurred by EPA and its contractors, and a DOJ-prepared cost summary, which reflects costs incurred by DOJ and its contractors, if any. Respondents shall make all payments within 45 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 64 of this Settlement Agreement.

b. Respondents shall make all payments required by this Paragraph to "EPA Hazardous Substance Superfund," referencing the name and address of the party(ies) making payment and the EPA Site/Spill ID Number 09BC and the EPA docket number for this Settlement Agreement.

Payment by Wire Transfer shall be directed as follows:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT Address = FRNYUS33
33 Liberty Street
New York, NY 10045
Fedwire Message = "D 68010727 Environmental Protection Agency"

Payment by check shall be directed as follows:

U.S. Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

or, for overnight delivery of the check:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101
Contact: Natalie Pearson
314-418-4087

c. At the time of payment, Respondents shall send notice that payment has been made to by email to acctsreceivable.cinwd@epa.gov and deschambault.lynda@epa.gov, and to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Lynda Deschambault
Superfund Division (SFD-7-1)
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

d. The total amount to be paid by Respondents pursuant to Paragraph 62(a) shall be deposited by EPA in the Omega Chemical Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

63. In the event that the payment for Future Response Costs is not made within 45 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

64. Respondents may contest payment of any Future Response Costs billed under Paragraph 62 if they determine that EPA has made an accounting error, if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP, or if they allege that such costs are not Future Response Costs, as that term is defined herein. Such objection shall be made in writing within 45 days of receipt of the bill and must be sent to the RPM. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the 45-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 62. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of California and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA RPM a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XVI (Dispute Resolution). If EPA prevails in the dispute, within five (5) days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 62. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner

described in Paragraph 62. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XVI (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XVI. DISPUTE RESOLUTION

65. Except where otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

66. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within fifteen (15) days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have fifteen (15) days from EPA's receipt of Respondents' written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

67. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the branch level or higher will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

68. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

69. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify EPA orally within forty-eight (48) hours of when Respondents first knew that the event might cause a delay. Within ten (10) days thereafter, Respondents shall provide to

EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

70. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is reasonably necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

71. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 72 and 73 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, the SOW, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

72. Stipulated Penalty Amounts - Work Conducted by Respondents.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in subpart (b) of this Paragraph:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 14th day
$2,500	15th through 30th day
$5,000	31st day and beyond

b. Compliance Milestones. Compliance milestones for this Paragraph include the timely submission of any work plan to achieve any objective of the Work; implementation of Work according to any final approved work plan and consistent with approved schedules; payment of Future Response Costs as required in this Settlement Agreement, and funding of the escrow account in accordance with Paragraph 64.

73. Stipulated Penalty Amounts – Reports & Other Documents. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports or other written documents pursuant to Paragraphs 44-46:

Penalty Per Violation Per Day	Period of Noncompliance
$500.00	1st through 14th day
$1,250.00	15th through 30th day
$2,500.00	31st day and beyond

74. In the event that EPA assumes performance of all or any portion of the Work pursuant to Paragraph 84 of Section XX, Respondents shall be liable for a stipulated penalty in the amount of $100,000.

75. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the EPA management official at the branch level or higher, under Paragraph 67 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

76. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

77. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," and be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

The check shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and EPA Site/Spill ID Number 09BC, the EPA Docket Number for this action, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s), shall be sent to EPA as provided in Paragraph 64.

78. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

79. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until fifteen (15) days after the dispute is resolved by agreement or by receipt of EPA's decision.

80. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 76. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations on which it is based, including, but not limited to, penalties pursuant to Sections 106(b) and 122(*l*) of CERCLA, 42 U.S.C. §§ 9606(b) and 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 106(b) or 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement Agreement, or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX, Paragraph 84. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY EPA

81. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work or Future Response Costs. This covenant not to sue shall take effect upon the Effective Date and is conditioned upon the complete and satisfactory performance by Respondents of all obligations under this Settlement Agreement, including, but not

limited to, payment of Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondents and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

82. Except as specifically provided in this Settlement Agreement, nothing in this Settlement Agreement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement Agreement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

83. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;

b. liability for costs not included within the definition of Future Response Costs;

c. liability for performance of response actions other than the Work;

d. criminal liability;

e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;

f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site that are not resolved by previous settlement with the United States or included within the definition of Future Response Costs.

84. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondents may invoke the procedures set forth in Section XVI (Dispute Resolution) to dispute EPA's determination that takeover of the

Work is warranted under this Paragraph. Costs incurred by the United States in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XV (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

85. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs, or this Settlement Agreement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Work, including any claim under the United States Constitution, the California Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or Future Response Costs.

86. Except as provided in Section XXI, Paragraph 88, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 83(b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

87. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

88. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

XXII. OTHER CLAIMS

89. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

90. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

91. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION

92. a. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work and Future Response Costs.

b. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States for the Work and Future Response Costs.

c. Except as provided in Paragraph 88 of this Settlement Agreement, nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

XXIV. INDEMNIFICATION

93. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

94. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

95. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. INSURANCE

96. At least seven (7) days prior to commencing any on-Site work under this Settlement Agreement, Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of at least one million dollars ($1,000,000), combined single limit, naming EPA as an additional insured. Within the same time period, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

97. Within 30 days of the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the amount of $2,000,000 in one or more of the following forms, in order to secure the full and final completion of Work by Respondent:

a. A surety bond unconditionally guaranteeing payment and/or performance of the Work;

b. One or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institutions(s) acceptable in all respects to EPA;

c. A trust fund administered by a trustee acceptable in all respects to EPA;

d. A policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

e. A written guarantee to pay for or perform the Work by one or more parent companies of Respondents, or by one or more unrelated companies that have a substantial business relationship with at least one of Respondents; including a demonstration that any such guarantor company satisfies the financial test requirements of 40 C.F.R. § 264.143(f);

f. A demonstration of sufficient financial resources to pay for the Work made by one or more of Respondents, which shall consist of a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f); and/or

g. A letter from Respondents, submitted for EPA review and approval, demonstrating to EPA that the financial assurances in place pursuant to the requirements of the Phase 1a Area Consent Decree or any other consent decree that Respondents and EPA subsequently enter into with respect to the Site, are adequate to guarantee payment and/or performance of the Work.

98. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 97, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

99. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Subparagraph 97(e) or 97(f) of this Settlement Agreement, Respondents shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date or such other date as agreed by EPA, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the dollar amount to be used in the relevant financial test calculations shall be the current cost estimate of $2,000,000 for the Work at the Site plus any other RCRA, CERCLA, TSCA, or other federal environmental obligations financially assured by the relevant Respondent or guarantor to EPA by means of passing a financial test.

100. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 97 of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). Respondents may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

101. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVII. MODIFICATIONS

102. The RPM may make modifications to any plan, schedule or Statement of Work in writing or by oral direction, including but not limited to adding the requirement that Respondents implement post-removal site control consistent with Section 300.415(l) of the NCP and OSWER Directive No. 9360.2-02. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the RPM's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

103. If Respondents seek permission to deviate from any approved work plan, schedule or Statement of Work, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the RPM pursuant to Paragraph 102.

104. No informal advice, guidance, suggestion, or comment by the RPM or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of its obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVIII. ADDITIONAL REMOVAL ACTION

105. If EPA determines that additional removal actions not included in an approved plan are necessary to protect public health, welfare, or the environment, EPA will notify Respondents of that determination. Unless otherwise stated by EPA, within 30 days of receipt of notice from EPA that additional removal actions are necessary to protect public health, welfare, or the environment, Respondents shall submit for approval by EPA a Work Plan for the additional removal actions. The plan shall conform to the applicable requirements of Section VIII (Work to Be Performed) of this Settlement Agreement. Upon EPA's approval of the plan pursuant to Section VIII, Respondents shall implement the plan for additional removal actions in accordance with the provisions and schedule contained therein. This Section does not alter or diminish the RPM's authority to make oral modifications to any plan or schedule pursuant to Section XXVII (Modifications).

XXIX. NOTICE OF COMPLETION OF WORK

106. When EPA determines, after EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to the payment of Future Response Costs and record retention, EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXX. INTEGRATION/APPENDICES

107. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following are attached to and incorporated into this Settlement Agreement: Parties Subject to Order and Settlement Agreement (Appendix A); Statement of Work (Appendix B); Map showing location of OU-1 and Vicinity (Appendix C).

XXXI. EFFECTIVE DATE

108. This Settlement Agreement shall be effective immediately upon the signature of the Regional Administrator or his/her delegate.

[Signatures on Following Pages]

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Alcoa Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 29th day of September, 2009.

Signature for Respondent:

By: Benny DeHghi, on behalf of Honeywell as successor to AlliedSignal and Honeywell Inc.

Title: Manager

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Alpha Therapeutic Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9th day of Sept. 2009.

Signature for Respondent: Cynthia J. Morehead

By: Applied Micro Circuits Corporation

Title: Vice President, General Counsel

The undersigned representative of Arlon Products, Inc. as Respondent, certifies that (i) Arlon Products, Inc is fully authorized to enter into the terms and conditions of the Administrative Settlement Agreement and Order on Consent for Removal Action (the "Settlement Agreement") relating to the Indoor Air Administrative Order on Consent and approved by the Omega Chemical Site PRP Organized Group ("OPOG") by a vote on September 3, 2009 and (ii) Arlon Products is authorized to bind itself to the Settlement Agreement.

Agreed this 24th day of September, 2009.

Arlon Products, Inc.

Signature for Respondent, Arlon Products, Inc.:

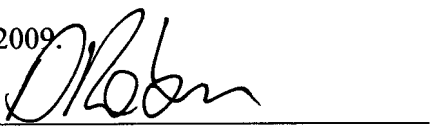
By: _____

Name: PETER T. GELFMAN

Title: SECRETARY

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Astro Aluminum Treating Co. Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Atlantic Richfield Company

Agreed this 29th day of Sept., 2009.

Signature for Respondent: [signature]

By: Robin Bullock

Title: Portfolio Manager
Lifecycle Management

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 23 day of September, 2009.

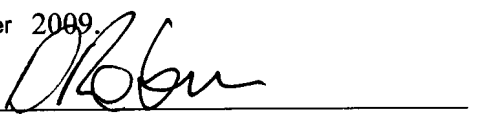
Signature for Respondent: Nan Bernardo

By: Nan Bernardo
Senior Environmental Counsel

BASF Corporation
100 Campus Drive
Florham Park, NJ 07932

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Baxter Healthcare Corporation for Baxter/Bentley Labs

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9 day of Sept, 2009.

Signature for Respondent: _____

By: STEVE SHESTAG

Title: Director, Environmental Remediation

Boeing Satellite Systems, Inc.
The Boeing Company
McDonnell Douglas Helicopter Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

BP Amoco Chemical Company

Agreed this 29 day of Sept., 2009.

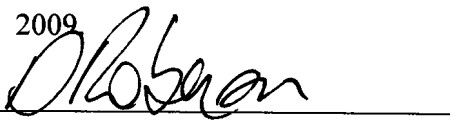
Signature for Respondent: _____

By: Robin Bullock

Title: Portfolio Manager
Lifecycle Management

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

C.T.L. Printing Industries, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9 day of SEPT, 2009.

Signature for Respondent: _____

By: DAVID BONAFEDE

Title: PRESIDENT

CALIFORNIA HYDROFORMING CO, INC.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

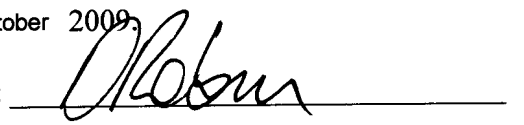
By: Dave Roberson

Title: Attorney-in-Fact

Center Line Wheel Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

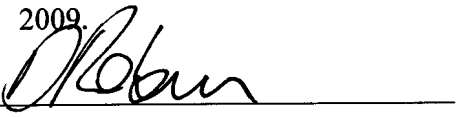
By: Dave Roberson

Title: Attorney-in-Fact

Chemical Waste Management, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

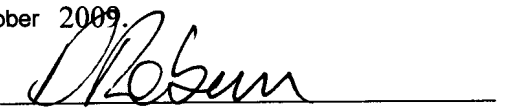
By: Dave Roberson

Title: Attorney-in-Fact

Cintas Corporation (successor to Unitog Company)

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Coatings Resource Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

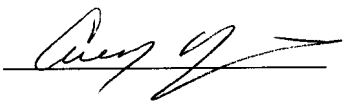
By: Dave Roberson

Title: Attorney-in-Fact

Columbia Showcase & Cabinet Company, Incorporated

The undersigned representative of Respondent certifies that it enters into the terms and conditions of this Settlement Agreement subject to the future approval and delegation by the County of Los Angeles Board of Supervisors.

Agreed this 2 day of October, 2009.

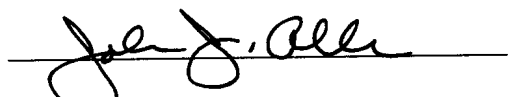
Signature for Respondent: 

By: Casey Yourn, Esq.

Title: Deputy County Counsel for the County of Los Angeles

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this ___ day of Sept., 2009.

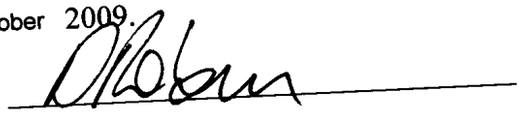
Signature for Respondent: 

By: JOHN J. ALLEN

Title: Authorized Representative for
CROSBY & OVERTON, INC.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

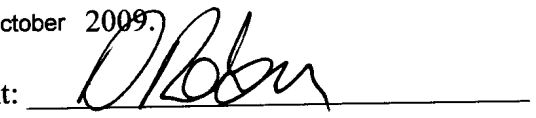
By: Dave Roberson

Title: Attorney-in-Fact

Dow Chemical Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

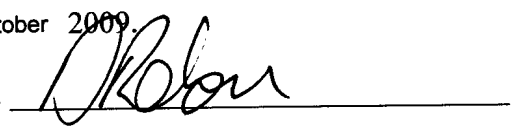
By: Dave Roberson

Title: Attorney-in-Fact

Dude, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

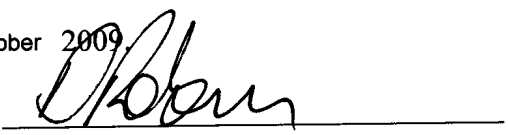
By: Dave Roberson

Title: Attorney-in-Fact

Federal-Mogul Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

FHL Group

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 30 day of Sept, 2009.

Signature for Respondent: FORENCO, INC. for Federal Envelope

By: John T. Labuda PE

Title: Vice President

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 29th day of Sept., 2009.

Signature for Respondent: _____

By: Gregory S. Gallopoulos

Title: Vice President and Deputy General Counsel
General Dynamics Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of Oct., 2009.

Signature for Respondent: _____

By: John J. "Jay" Neely III

Title: Deputy General Counsel

Gulfstream Aerospace Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 20 day of October 2009. by HERCULES INCORPORATED

Signature for Respondent: RJWe

By: Richmond L. Williams

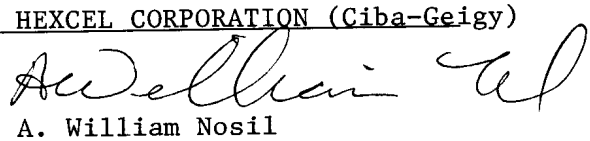
Title: Chief Counsel, Environmental Litigation

re: Omega Chemical Corporation
Superfund Site
Administrative Settlement Agreement and Order on Consent for Removal

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 18 day of Sept., 2009.

Signature for Respondent: HEXCEL CORPORATION (Ciba-Geigy)

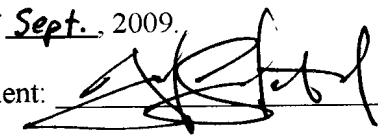
By: 

A. William Nosil

Title: Director Corporate Environmental Engineering

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 18th day of Sept., 2009.

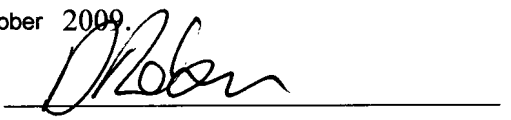
Signature for Respondent: 

By: Neal Svalstad

Title: General Counsel
Hitachi Home Electronics (America), Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

International Paper Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 28th day of September, 2009.

Signature for Respondent: J. Scott Pusey

By: J. SCOTT PUSEY

Title: VICE PRESIDENT, SAFETY, ENIRONMENT & RISK MANAGEMENT

JOHNS MANVILLE

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

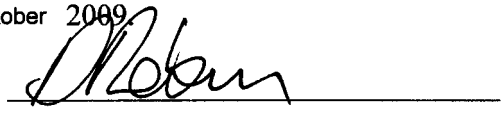
By: Dave Roberson

Title: Attorney-in-Fact

K. C. Photo Engraving Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Kimberly Clark Worldwide Inc., Fullerton Mill

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 30th day of September, 2009.

Signature for Respondent: _____

By: Nancy E. Van Zandt

Title: Assistant General Counsel
Kinder Morgan Liquids Terminals, LLC

Kinder Morgan Liquids Terminals, LLC
(f/k/a GATX Terminals Corporation)

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 4th day of Sept., 2009.

Signature for Respondent: Ronald W. Stamm for Los Angeles County Metropolitan Transportation Authority

By: Ronald W. Stamm

Title: Principal Deputy County Counsel

OMEGA

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9 day of Sept, 2009.

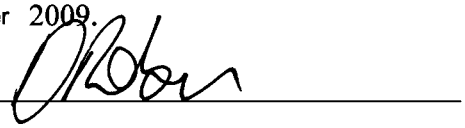
Signature for Respondent: _____

By: Bruce White

Title: Attorney & Authorized Representative
Luxfer USA Limited by British
Alcan Aluminum P.L.C.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Majon, Inc./Hurst

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

RESPONDENT: Masco Corporation of Indiana for Masco Plumbing Products Division

Agreed this 23rd day of September 2009.

Signature for Respondent: Scott Halpert

By: Scott Halpert

Title: Corporate Counsel

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Mattel, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

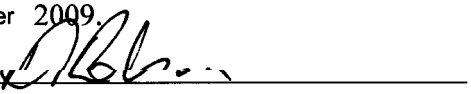
By: Dave Roberson

Title: Attorney-in-Fact

MCP Foods (Firmenich Incorporated)

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

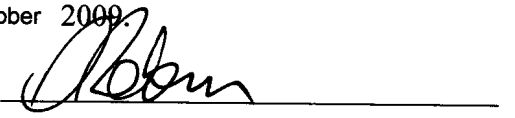
By: Dave Roberson

Title: Attorney-in-Fact

Metropolitan Water District of Southern California

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Norris Industries, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

On behalf of Northrop Grumman Systems Corporation,

Agreed this 24 day of Sept, 2009.

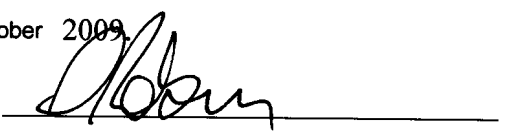
Signature for Respondent: _____

By: E. D. Iversen

Title: Sector Vice President, Mission Assurance
Electronic Systems

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Ohline Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: _____

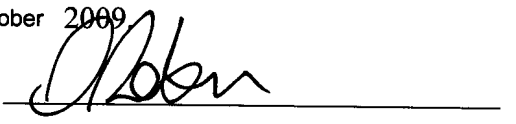
By: Dave Roberson

Title: Attorney-in-Fact

Pacific Bell Telephone Company, a California Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Pilkington PLC

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of Oct, 2009.

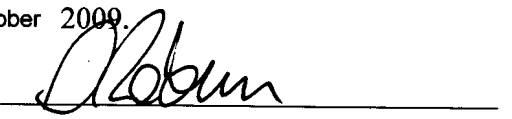
Signature for Respondent: Donna L. Salerno

By: Donna L. Salerno

Title: Sr. Corporate Counsel, Quest Diagnostics Incorporated for Quest Diagnostics Clinical Laboratories fka Bio Science Enterprises

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

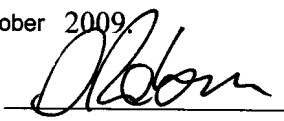
By: Dave Roberson

Title: Attorney-in-Fact

Raytheon Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

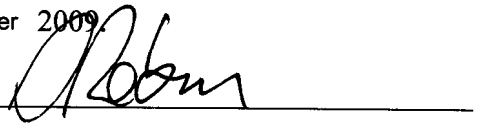
By: Dave Roberson

Title: Attorney-in-Fact

Raytheon Company (Hughes)

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Reichhold Chemicals, Inc./Bond-Well Adhesives

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 23 day of SEPT, 2009.

Signature for Respondent: _____

By: KEN WEINGARTEN

Title: CONTROLLER, ROBISON-PREZIOSO, INC.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: _____

By: Dave Roberson

Title: Attorney-in-Fact

Safety-Kleen Systems, Inc. f/k/a Safety-Kleen Corp.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Schering Corporation

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: _____

By: Dave Roberson

Title: Attorney-in-Fact

Scripto Tokai Corporation for Anja Engineering

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Sempra Energy Solutions

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of October, 2009.

Signature for Respondent: _____

By: Atiba D. Adams

Title: President, Shiley Inc.

OMEGA

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9 day of Sept, 2009.

Signature for Respondent: [signature]

By: Bruce White

Title: Attorney & Authorized Representative
Sigma Coatings Corporation
(n/k/a Howmet Aluminum Casting Inc.)

Subject: Omega Chemical - Indoor Air AOC and SOW 09.03.2009.pdf.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 9 day of Sept, 2009.

Signature for Respondent: _____

By: John Hingey

Title: Vice President of Manufacturing

For: SIGNET ARMORLITE, INC.
1001 Armorlite Drive
San Marcos, CA 92069

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of Oct, 2009.

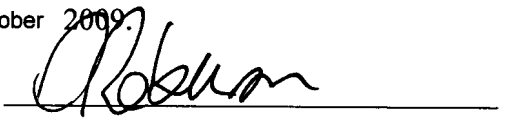
Signature for Respondent: _____ Soco West, Inc

By: RAJ MEHTA

Title: Pres

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: 

By: Dave Roberson

Title: Attorney-in-Fact

Sonoco Products (aka Engraph, Inc./Patton)

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Sparton Technology, Inc.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 17th day of Sept., 2009.

Signature for Respondent: _____

By: James F. (Jay) Norvell

Title: Chief, Division of Environ. Analysis

STATE OF CALIFORNIA ACTING BY AND THROUGH
THE DEPARTMENT OF TRANSPORTATION
CALTRANS

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 23rd day of September 2009.

Signature for Respondent: Texaco Inc

By: Hongyan Xun

Title: Assistant Secretary

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of October, 2009.

Signature for Respondent: _____

By: Richard L. Hoosier, Jr.

Title: Senior Counsel

Texas Instruments Incorporated

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 8 day of Sept, 2009.

Signature for Respondent: Anthony O. Garvin

By: ANTHONY O. GARVIN

Title: SENIOR COUNSEL
UNIVERSITY OF CALIFORNIA

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 21 day of Sept, 2009.

Signature for Respondent:

By: Louis E. Stellato

Title: Senior Vice President, General Counsel & Secretary

The Sherwin-Williams Company

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of October, 2009.

Signature for Respondent:

By: David L. Bates

Title: Assistant Secretary

TRANE USA, INC.

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 23rd day of September 2009.

Signature for Respondent: Union Oil Company of California

By: Hongyan Xun — Hongyan Xun

Title: **Assistant Secretary**

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent:

By: Dave Roberson

Title: Attorney-in-Fact

Univar Corp., Univar USA Inc., (f/k/a Van Waters & Rogers Inc., Vopak Distribution Americas Inc.).

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 1st day of October, 2009.

Signature for Respondent:

UNIVERSAL CITY STUDIOS LLLP,
a Delaware limited liability limited partnership,
registered in California as
UNIVERSAL CITY STUDIOS LLLP, L.P.
(formerly known as Universal City Studios LP,
Universal City Studios LLC, and
Universal City Studios, Inc.); for itself and
for the following fictitious business names,
affiliates, divisions or departments:
Universal City Studios; Universal Studios;
Universal Studios, Inc., formerly known as MCA INC.;
MCA/Universal Studios; MCA/Universal;
Universal Title & Optical; and
NBC Universal, Inc., formerly known as
National Broadcasting Company, Inc. (including
the following fictitious business names, divisions
or departments: NBC Studios, N.B.C. Studios,
NBC and N.B.C.)

By: _____
[Signature]

Name: Laura L. Tankenson

Title: Senior Vice President, EHS

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 7 day of October, 2009.

Signature for Respondent: _____

By: James Burnett

Title: VP Controller

Vertis Communications

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October 2009.

Signature for Respondent: _____

By: Dave Roberson

Title: Attorney-in-Fact

Walt Disney Pictures and Television

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 2nd day of October, 2009.

Signature for Respondent: _____ for Weber Aircraft

By: Michael Gibson

Title: Attorney

The undersigned representative of Respondent certifies that it is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party it represents to this document.

Agreed this 14th day of September, 2009.

Yort, Inc. (~~Troy Lighting, Inc.~~ - Tiffany Division)

Signature for Respondent: By: _____

Name: Michael Manning

Title: Assistant Secretary

It is so ORDERED and Agreed this 9th day of November, 2009.

BY: Kathleen Salyer DATE: 11/9/09

Kathleen Salyer
Assistant Director, Superfund Division
Region IX
U.S. Environmental Protection Agency

EFFECTIVE DATE: 11/9/09

APPENDIX A
PARTIES SUBJECT TO ORDER AND SETTLEMENT AGREEMENT

ALCOA INC.	MCDONNELL DOUGLAS HELICOPTER COMPANY
ALLIED SIGNAL INC. n/k/a HONEYWELL INTERNATIONAL INC.	MCP FOODS (FIRMENICH INCORPORATED)
ALPHA THERAPEUTIC CORPORATION	METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
APPLIED MICRO CIRCUITS CORPORATION	NORRIS INDUSTRIES, INC.
ARLON PRODUCTS, INC.	NORTHROP GRUMMAN SYSTEMS CORPORATION
ASTRO ALUMINUM TREATING CO. INC.	OHLINE CORPORATION
ATLANTIC RICHFIELD COMPANY	PACIFIC BELL TELEPHONE COMPANY, A CALIFORNIA CORPORATION
BASF CORPORATION/ BASF STRUCTURAL MATERIALS	PILKINGTON PLC
BAXTER HEALTHCARE CORPORATION FOR BAXTER/BENTLEY LABS	QUEST DIAGNOSTICS CLINICAL LABORATORIES f.k.a. BIO SCIENCE ENTERPRISES
BOEING SATELLITE SYSTEMS, INC.	RAYTHEON COMPANY
BP AMOCO CHEMICAL COMPANY	RAYTHEON COMPANY (HUGHES)
C.T.L. PRINTING INDUSTRIES, INC.	REICHHOLD CHEMICALS, INC./BOND-WELL ADHESIVES
CALIFORNIA HYDROFORMING COMPANY, INC.	ROBISON PREZIOSO INC.
CENTER LINE WHEEL CORPORATION	SAFETY-KLEEN SYSTEMS, INC. f/k/A SAFETY-KLEEN CORP.
CHEMICAL WASTE MANAGEMENT, INC.	SCHERING CORPORATION
CINTAS CORPORATION (successor to UNITOG COMPANY)	SCRIPTO TOKAI CORPORATION for ANJA ENGINEERING
COATINGS RESOURCE CORPORATION	

COLUMBIA SHOWCASE & CABINET COMPANY, INCORPORATED	SEMPRA ENERGY SOLUTIONS
COUNTY OF LOS ANGELES	SHILEY INC.
CROSBY & OVERTON, INC.	SIGMA CASTING CORPORATION (n/k/a HOWMET ALUMINUM CASTING INC.)
DOW CHEMICAL COMPANY	SIGNET ARMORLITE, INC.
DUDE, INC.	SOCO WEST, INC. as successor to HOLCHEM, INC.
FEDERAL-MOGUL CORPORATION	SONOCO PRODUCTS (aka ENGRAPH, INC./PATTON)
FHL GROUP	SPARTON TECHNOLOGY, INC.
FORENCO, INC. for FEDERAL ENVELOPE	STATE OF CALIFORNIA acting by and through the DEPARTMENT OF TRANSPORTATION
GENERAL DYNAMICS CORPORATION	TEXACO INC.
GULFSTREAM AEROSPACE CORPORATION	TEXAS INSTRUMENTS INCORPORATED
HERCULES INCORPORATED	THE BOEING COMPANY
HEXCEL CORPORATION (CIBA-GEIGY)	THE REGENTS of the UNIVERSITY OF CALIFORNIA
HITACHI HOME ELECTRONICS (AMERICA), INC.	THE SHERWIN-WILLIAMS COMPANY
HONEYWELL INC./SPERRY	TRANE USA, INC.
INTERNATIONAL PAPER COMPANY	UNION OIL COMPANY OF CALIFORNIA
JOHNS MANVILLE/CELITE CORPORATION	UNIVAR CORP., UNIVAR USA INC. (f/k/a VAN WATERS & ROGERS INC., VOPAK DISTRIBUTION AMERICAS INC.)
K C PHOTO ENGRAVING COMPANY	
KIMBERLY CLARK WORLDWIDE INC., FULLERTON MILL	
KINDER MORGAN LIQUIDS TERMINALS, LLC, formerly known as	

GATX TERMINALS CORPORATION LA COUNTY MTA (SO. CALIFORNIA RTD) LUXFER USA LIMITED by BRITISH ALCAN ALUMINUM PLC MAJON, INC./HURST MASCO CORPORATION OF INDIANA FOR MASCO PLUMBING PRODUCTS DIVISION MATTEL, INC.		UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability limited partnership, registered in California as UNIVERSAL CITY STUDIOS LLLP, L.P. (formerly known as Universal City Studios LP, Universal City Studios LLC, and Universal City Studios, Inc.); for itself and for the following fictitious business names, affiliates, divisions or departments: Universal City Studios; Universal Studios; Universal Studios, Inc., formerly known as MCA INC.; MCA/Universal Studios; MCA/Universal; Universal Title & Optical; and NBC Universal, Inc., formerly known as National Broadcasting Company, Inc. (including the following fictitious business names, divisions or departments: NBC Studios, N.B.C. Studios, NBC and N.B.C.) VERTIS COMMUNICATIONS INC. WALT DISNEY PICTURES AND TELEVISION WEBER AIRCRAFT CORPORATION YORT, INC. (TROY LIGHTING, INC. – TIFFANY DIVISION)

APPENDIX B
STATEMENT OF WORK

Statement of Work

Omega Chemical Corporation Superfund Site

Removal Action for the Terra Pave and Bishop Company Properties

August 19, 2009

I. Introduction

The objectives of this removal action are: 1) to reduce or eliminate the migration of Omega Chemical Corporation Superfund Site-related volatile organic compounds (VOCs) into the Terra Pave, Inc. and Bishop Company buildings (located at 12511 and 12519 East Putnam Street, respectively, in Whittier, California) from underlying contaminated soil and 2) to reduce the concentrations of Site-related VOCs in indoor air below the maximum levels considered by EPA to be acceptable for long-term exposure in a commercial/industrial setting, and then, at a minimum to maintain such levels thereafter. (The property locations are identified in Attachment 1: Site Map OU-1 and Vicinity).

The target for this removal action is to achieve VOC concentrations in indoor air that are below the Industrial Air Regional Screening Levels (RSLs).[1] Tetrachloroethylene (PCE) accounts for 91% of the potential human health risk; the current industrial air RSL for PCE is 2.1 micrograms per cubic meter ($\mu g/m^3$). The remedial action objectives for OU-1 are established in the Record of Decision for Operable Unit 1 (Soils) (ROD), signed on September 30, 2008, and include the cleanup of VOCs in vadose zone soils within OU-1 of the Omega site to levels that reduce or eliminate the vapor intrusion risk associated with VOC vapors in contaminated soils (EPA, 2008). The objectives include achieving a cleanup level for indoor air (residential exposure scenario) of 0.33 $\mu g/m^3$ for PCE.

All indoor air sampling results to date remain below EPA's short-term exposure criteria for industrial/commercial exposure. However, there have been exceedances of the long-term exposure criteria RSL. Soil vapor extraction (SVE) is the technology selected by EPA in the ROD. SVE will also be used as the technology for this removal action and has the distinct advantage of directly addressing subsurface soil vapors that are migrating into the indoor air. It is anticipated that between two and four SVE wells will need to be installed and operated in order to meet the removal action objectives. Currently, the SVE wells needed for the removal action are planned to be located on the Terra Pave property; however, if necessary, and particularly considering the radius of influence for each well, one or two wells may be required to be located on the Bishop property. Additionally, if EPA determines it to be appropriate, one or more existing SVE wells installed during prior pilot testing on the property of the former Omega facility (Omega property) may be included in this removal action. Final selection of the number and location of wells will be determined during Preliminary Design, as described in Task 2, below.

Because implementation of an SVE system is expected to take several weeks or months, depending on agency approvals and access acquisition, the initial task under

[1] U.S. EPA (Environmental Protection Agency), Industrial Air Regional Screening Level (RSL), http//www.epa.gov/region09/superfund/prg/index.html (September 2008).

this SOW will be the evaluation and implementation of current and other short-term mitigation measures to reduce VOC indoor air concentrations in the near term.

The parties performing work under this Statement of Work (referred to herein as "Respondents") are the respondents to the Administrative Settlement Agreement and Order on Consent for Removal Action (AOC) signed by the U.S. Environmental Protection Agency (EPA) Region IX Assistant Director, Superfund Division, on November 9, 2009. Respondents shall perform the seven tasks listed below, pursuant to this Statement of Work (SOW).

Pursuant to paragraph 41 of the AOC, Respondents shall submit a draft Work Plan to EPA for its review within fifteen (15) days of the Effective Date of the AOC between Respondents and EPA. The Work Plan shall outline an expeditious schedule for the following seven tasks, and provide an anticipated construction schedule and construction complete date. The final detailed construction schedule and construction complete date shall be provided in the Preliminary Design Report.

- Task 1 - Evaluate and implement short-term mitigation measures including installation of air filters and performance of an HVAC (heating, ventilating, and air conditioning) assessment with a test and balance contractor to evaluate ventilation to each occupied work space, and address vapor intrusion, at the Terra Pave and Bishop Company properties.

- Task 2 - Prepare a Preliminary Design Report (PDR) for 30% Design of a soil vapor extraction (SVE) system for the Terra Pave and Bishop Company properties.

- Task 3 - Prepare planning documents, such as Field Sampling Plan (FSP), Quality Assurance Project Plan (QAPP) and Health and Safety Plan.

- Task 4 - Construct an SVE system, upon approval by EPA of the PDR.

- Task 5 – Operate, maintain and provide performance monitoring of the SVE system and the short-term mitigation measures, as appropriate, to achieve and maintain removal action objectives.

- Task 6 – Perform semiannual sampling of indoor air at the following buildings: Medlin & Son Engineering Service, Inc. (Medlin and Sons), Star City Auto Body, Madsen Roofing, Oncology Care Medical Associates and Los Angeles Carts Manufacturing, Inc. (LA Carts). Sampling at other buildings may be required, as determined by EPA.

- Task 7 - Provide Quarterly Monitoring and Progress Reports to EPA.

Respondents shall perform all work outlined herein in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.* (CERCLA), the National Contingency Plan (40 CFR

300) (NCP), and applicable published EPA Superfund guidance. In addition, Respondents shall perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

II. Tasks to be Performed

Task 1: Evaluate and Implement Short term Mitigation Measures

Respondents shall submit to EPA, within fifteen (15) days of the Effective Date of the AOC between Respondents and EPA, or sooner, an evaluation of the short-term mitigation measures in a Short Term Mitigation Plan (STMP) and include at a minimum:

- Description and work plan for installation and operation of air purifiers, including performance assessment, modifications and operating procedures;
- Description and work plan for HVAC system assessment, pursuant to which a test and balance contractor will evaluate ventilation to each occupied work space, prepare a performance assessment, and analyze modifications and operating procedures;
- Description and work plan for repairs to conduits that are possible vapor intrusion pathways. Respondents must conduct a full conduit assessment, and seal all floor cracks and possible pathways identified pursuant to such assessment. Respondents' conduit assessment must attempt to identify all potential cracks or conduits that are visible by moving items such as furniture and/or other impediment(s), provided that property owner and tenants (if any) have given permission for moving such items.
- Description of any other short-term mitigation measures for consideration.

EPA may approve, disapprove, require revisions to, or modify the Draft Short Term Mitigation Plan in whole or in part. If EPA requires revisions, Respondents shall submit to EPA a revised Draft Short Term Mitigation Plan within 15 days of receipt of EPA's comments.

The current short-term mitigation measures at the Terra Pave building consist of continuous operation of ten air purifiers (twenty four hours a day, seven days per week (24/7)), and to the extent feasible, increasing the outside air intake to the

building to sufficiently reduce indoor air concentrations to meet the Industrial Air RSL. Respondents shall continue to meet with EPA and the appropriate Terra Pave representative(s) to discuss the effectiveness of the short-term mitigation measures. EPA may modify (i.e., increase or decrease) the number of air purifiers and the frequency of changing the air purifier filters as necessary to ensure that the objectives of this removal action are being met and maintained. Other measures shall include assessment and modifications to the Terra Pave ventilation system(s) (both existing and/or portable) to increase the amount of outside air that is brought into the building and sealing of all floor cracks and other possible vapor intrusion pathways identified pursuant to the conduit assessment.

For the Bishop building, current short-term mitigation measures consist of the operation of six air purifiers for a 24/7 period of operation, and, to the extent feasible, increasing the outside air intake to the building. EPA may modify (i.e., increase or decrease) the number of air purifiers and the frequency of changing the air purifier filters as necessary to ensure that the objectives of this removal action are being met and maintained. Other measures shall include assessment and modifications to the Bishop ventilation system(s) (both existing or portable) to increase the amount of outside air that is brought into the building, and sealing of all floor cracks and possible vapor intrusion pathways identified pursuant to the conduit assessment. Prior evaluation of the HVAC system at the Bishop building indicated that the system that serves the Bishop interior store/sales room is at least 15 years old, and its current status may limit opportunities for modification. There are other HVAC units which serve the administration building and offices, the ages of which are unknown .

Performance of activities under this Statement of Work on property owned by or in possession of someone other than Respondents will be made with permission of the appropriate property owner unless, consistent with the AOC, EPA assists in gaining access, as necessary to effectuate the response actions described herein and in the AOC. Furthermore, should modifications to ventilation systems be selected, Respondents shall not be responsible for making any such modifications. Respondents shall provide compensation to any property owner(s) or lessee(s) in an amount equal to the increase in electricity usage over the respective building(s)' historical levels, should any of the shorter term modification measures result in such an increase. Respondents shall meet regularly, every six months or, if EPA requests, more frequently, with EPA and owners or tenants of property subject to this SOW. Respondents shall prepare meeting minutes to document the decisions made during those meetings.

The effectiveness of the short-term mitigation measures will be evaluated using baseline and post-implementation monitoring data. The existing FSP and QAPP shall be amended within fifteen (15) days of the Effective Date of the AOC between Respondents and EPA, or sooner, to cover the sampling and analytical procedures required for the tasks outlined here in Task 1. For sampling not included within the short-term mitigation measures identified here in Task 1, and for Interim SVE operations, respondents shall prepare a new or amended FSP, QAPP and Health and Safety Plan, as per Task 3 below.

Air sampling shall begin at the Terra Pave and Bishop buildings within seven (7) days of the Effective Date of the Administrative Order on Consent (AOC), or sooner, and shall be conducted and reported on a monthly basis. The sample locations shall include, at a minimum, the locations sampled in prior sampling events. Respondents' recommended sampling locations will be subject to EPA's approval. At any point during this removal action, EPA may modify (i.e., increase or decrease) the number of sampling locations and frequency of sampling (including ambient air samples) as necessary to ensure that the objectives of this removal action are being met and maintained.

Sample results shall be submitted to EPA within thirty (30) days of the sampling date. The number and location of ambient air samples shall be specified in the amended FSP noted above. All samples shall be collected using eight-hour Summa canisters.

In the Short Term Mitigation Plan, Respondents shall propose an ongoing indoor air monitoring program for the Terra Pave and Bishop buildings, once RSL goals are achieved. The planning documents (FSP and QAPP) prepared under this task shall cover the sampling and analytical procedures required for this on-going task.

The monthly data shall be provided to EPA in monthly Short Term Mitigation Air Sampling Reports, due thirty (30) days after sampling, and shall include the description of the short-term mitigation measures in place, any changes or alterations, dates of operation, an evaluation of the design effectiveness, and recommended changes. Each report shall also include building conditions, laboratory reports, maps showing the sample locations, and tabulated analytical results that include the short-term and long-term exposure limits for each analyte.

Task 2 -Preparation of Preliminary Design Report (PDR)

The Respondents shall prepare and submit a Preliminary Design Report (PDR) for an interim SVE system which shall include:

- A general description of the work to be performed;
- A Plan for Satisfying All Permitting Requirements and Acquiring Property, Leases, Easements, or Other Access; and
- A Basis of Design that presents and justifies the concepts, assumptions, standards, and preliminary interpretations and calculations used in the design.

Towards the objectives stated in the Introduction, Respondents shall design and install an interim SVE system comprising a limited number of SVE wells and a soil vapor treatment plant to reduce or eliminate the migration of VOCs in soil gas into the Terra Pave and Bishop buildings. To the extent feasible and appropriate, the SVE system for this removal action will be consistent with the anticipated OU-1 vadose zone soils remedy for the Omega site.

It is anticipated that at least two to four SVE wells will need to be installed on the Terra Pave property. Depending in part on the location and radius of influence of these wells, one or two additional SVE wells may need to be installed on the Bishop property. If determined to be appropriate by EPA, one or more existing SVE wells on the Omega property, installed during the prior pilot SVE test, may also be included in this removal action.

For the interim SVE system, the PDR shall include or address, at a minimum, the following:

1. A general description of the work to be performed. The PDR shall include a description of the work to be implemented by Respondents. The description will include the number, location, and depth of SVE wells; the number, location, depth, and rationale for vapor monitoring points (VMPs); the location of the treatment plant and general treatment technology to be used; the intended lifetime of the SVE treatment system and whether it will be a mobile system or a system built on site that will be integrated into the OU-1 vadose zone soils remedy; and the location of the vapor conveyance lines from the SVE wells to the treatment plant based on a ground-proofing, utility surveys, site visit and photo documentation.

2. A Plan for Satisfying All Permitting Requirements and Acquiring Property, Leases, Easements, or Other Access. The PDR shall list all permits, property, leases, and easements that will be required for implementation of the removal action. Respondents shall identify all applicable or relevant and appropriate requirements (ARARs) in the PDR, subject to EPA approval. Respondents are not required to obtain permits or complete a CEQA analysis for on-site activities, but shall satisfy, to the extent practicable, ARARs, including local building codes. Respondents shall describe all consultative or coordination activities planned to identify ARARs and satisfy the substantive requirements of such ARARs.

3. A Basis of Design that presents and justifies the concepts, assumptions, standards, and preliminary interpretations and calculations used in the design. The Basis of Design shall include:

    - Volume or flow rate of air (extracted soil vapors) requiring treatment;

    - A summary of the expected contaminant concentrations in the extracted vapor and other data to be used during design;

    - Assumed treatment plant influent vapor concentrations over the design life of the SVE system, with a description of the methodology used to develop the estimate, and the assumed air emission limits that would satisfy the substantive requirements;

- Assumed treatment technology and initial treatment process flow diagrams, including appropriate equipment vendor information;
- Preliminary sizing of the SVE system and other system components, including its expected capacity for removing contaminants from the extracted vapor;
- System control strategy, including the level of reliability, redundancy, or specific damage prevention features needed in each major component of the removal action to respond to seismic events, power outages, equipment failure, system maintenance, operator error, or deviations from design assumptions;
- Estimate of the radius or zone of influence of each proposed SVE well, and the appropriate locations of VMPs;
- A schedule for construction and implementation of the removal action that identifies timing for initiation and completion of all critical path tasks, including equipment delivery schedules;
- A proposal for post-removal site control; and
- Preliminary plans, specifications, and drawings, of vapor extraction, treatment, conveyance, and monitoring systems.

Respondents shall not be required to provide a Pre-Final or Final Design submittal other than the 30% design in the final PDR, because the removal action will be implemented using a design/build approach. The design/build approach has been selected based on existing experience with the pilot SVE system that operated at the Omega site in 2006 (CDM, 2008), and to decrease the time required to complete design and construction.

Respondents shall (a) meet with EPA monthly (or more frequently if EPA requests) after completion of the PDR, (b) provide copies of any bid packages for subcontracted components of remedy construction to EPA, for information purposes only, (c) provide a milestone schedule for design/build activities, and (d) provide as-built construction drawings to EPA.

Respondents shall submit the draft PDR to EPA for its review and approval within fifteen (15) days of EPA's approval of the Work Plan. EPA may approve, disapprove, require revisions to, or modify the draft PDR in whole or in part. If EPA requires revisions, Respondents shall submit a revised Draft PDR within 15 days of receipt of EPA's comments.

Respondents shall complete construction in accordance with a schedule to be provided by Respondents and approved by EPA in the Work Plan.

Respondents shall submit the As-Built Construction Drawings within 30 days of construction complete. If EPA requires revisions, Respondents shall submit a revised As-Built package within 15 days of receipt of EPA's comments.

Task 3- Preparation of Other Site-Specific Plans

Consistent with the AOC, and concurrent with the Draft Work Plan, Respondents shall submit to EPA new and/or updated site-specific plans for implementation of the Interim SVE operations and removal action, including, but not limited to, the following:

- Field Sampling Plan (FSP);
- Quality Assurance Project Plan (QAPP), or an amendment to the prior QAPP consistent with the AOC; and
- Health and Safety Plan that ensures the protection of the public health and safety during performance of the work under the AOC and SOW.

Respondents shall submit these documents to EPA for its review and approval (except for the Health and Safety Plan, which shall be submitted to EPA for review and comment) within fifteen (15) days after EPA approves the final Work Plan, or sooner.

Task 4 - Construction of the SVE System

Upon EPA's approval of the PDR, Respondents shall notify EPA within seven (7) days of their selected construction contractor and shall continue with design and begin construction of the interim SVE system ten days after approval of the PDR, in accordance with the approved schedule. Additional information regarding subtasks is provided below.

- A Preconstruction Meeting shall be held within two (2) days after selection of the construction contractor but before initiation of construction. The meeting shall: include Respondents' representative(s) and interested federal, state and local government agency personnel; define the roles, relationships, and responsibilities of all parties, including site owners; review work area security and safety protocols; review any access issues; review construction schedule; and review construction quality assurance procedures.

  Respondents shall ensure that the results of the Preconstruction Meeting are documented and transmitted to all parties in attendance,

including the names of people in attendance, issues discussed, clarifications made, and instructions issued.

- Respondents shall implement construction of the interim SVE system as detailed in the approved Work Plan. Start-up shall occur within seven (7) days of the construction inspection.

- After construction is complete, Respondents shall notify EPA and the State for the purposes of conducting an inspection within seven (7) days after construction is complete, to be attended by EPA and Respondents' representative(s). The objective of the inspection is to determine whether construction is complete and the SVE system is operational. Any outstanding construction items discovered during the inspection shall be identified and noted on a bullet list. Respondents shall correct any tasks or additional work noted on the bullet list and, after doing so, shall notify EPA and the State and arrange a follow-up inspection within seven (7) days thereafter, to be attended by EPA and Respondents, unless EPA agrees in writing that no further inspection is necessary. Respondents shall confirm that the equipment is effectively meeting the purpose and intent of the specifications. Retesting and adjustments shall be completed where deficiencies are revealed.

Task 5 - Operations, Maintenance, and Monitoring

The Respondents shall prepare and submit an Operations, Maintenance, and Monitoring (OM&M) Plan. The OM&M Plan shall specify the type(s), locations, frequencies, methods and duration of monitoring activities. The OM&M Plan shall include, at a minimum, the following information:

- A soil gas monitoring plan. The number and location of soil gas sampling points, SVE wells, and Vapor Monitoring Points (VMPs) will be identified in the PDR. Monitoring of soil gas pressure at and near the Terra Pave and Bishop Buildings will be used to evaluate the zone of influence and ensure the SVE specifications and design are sufficient;

- A detailed description of the system;

- Startup and shutdown procedures;

- A description and schedule of normal operation and maintenance tasks, including equipment and material requirements, anticipated equipment replacement for significant components, availability of spare parts, provisions for remote monitoring and control, operator training and certification requirements, staffing needs, and related requirements;

- Indicators of system performance and/or maintenance (e.g., parameters to be monitored to determine timing for activated carbon replacement);

- Procedures for measuring vapor flow rates at each SVE well (and calculating volumes of vapor, and any water, extracted) as a function of time, using a meter/totalizer installed on the discharge pipe for each extraction well. The reading on the meter/totalizer shall be recorded at least quarterly and whenever vapor quality samples are collected from that well. Any planned variation in vapor extraction rate, including whether each extraction well is to be operated at constant or variable flow rate, and a description of the magnitude and timing of any expected variation shall be provided;

- A description of record keeping and reporting requirements, including operating and inspection logs, maintenance records, and periodic reports;

- A description and analysis of potential operating problems (e.g., equipment failure, higher than expected contaminant concentrations), including emergency operating and response activities and relevant health and safety information;

- A description of the types of data to be collected, sampling and data gathering methods, monitoring locations, sampling frequencies, and if appropriate, minimum monitoring duration. Data collection shall include indoor air quality samples at the Terra Pave and Bishop Company buildings. Indoor air quality sampling shall be done on a weekly basis during the first month of operation to assess the effectiveness of the remedy. Thereafter, monthly indoor air sampling frequency may be implemented. The indoor air sample locations and sampling frequencies may be modified, as determined by EPA.

- A description of the procedures to be used to track the cumulative mass of contaminants removed from the vadose zone. The contaminants to be monitored for contaminant mass removal calculations, the rationale for their selection, and the frequency of these calculations, shall be described;

- A description of air emission monitoring to verify that air emissions from treatment operations do not exceed requirements established by the South Coast Air Quality Management District;

- A description of how the performance data will be analyzed, interpreted, and reported to evaluate system performance. All data shall be submitted by the deadlines specified in a schedule to be proposed by Respondents for EPA's review and approval. Claims of change, difference, or trend in vapor quality or other parameters (e.g., between observed values and an ARAR) shall include the use of appropriate statistical concepts and tests;

- A description of any necessary coordination with EPA or the State for collection of split or replicate samples, if applicable; and

- A brief description of the contents and format for Quarterly Monitoring and Progress Reports and Semiannual Indoor Air Sampling Reports.

Respondents shall prepare and submit the draft OM&M Plan to EPA for its review and approval within fifteen (15) days of EPA's approval of the PDR. EPA may approve, disapprove, require revisions to, or modify the draft OM&M Plan in whole or in part. If EPA requires revisions, Respondents shall submit a revised Draft OM&M Plan within fifteen (15) days of receipt of EPA's comments.

Task 6- Indoor Air Sampling

Beginning in September 2009, Respondents shall conduct semiannual annual indoor air sampling at Medlin & Sons, Star City Auto Body, Madsen Roofing, Oncology Care Medical Association, and LA Carts to monitor the indoor air quality. These property locations are identified in Attachment 1: Site Map OU-1 and Vicinity. Sampling at other buildings may be required, as determined by EPA. Ambient air samples shall also be collected to characterize air quality outside the facilities subject to this SOW. All samples shall be collected using eight-hour Summa canisters. The samples shall be collected semi-annually from the following locations:

- Medlin & Sons, 12484 E. Whittier Blvd. One sample shall be collected from the lobby area of the front office (first floor) and a second sample from the production area.

- Star City Auto Body, 12504 E. Whittier Blvd. One sample shall be collected from the front and one from the rear auto body work areas.

- Madsen Roofing, 12511 E. Putnam Street. One sample shall be collected from the ground floor office.

- Oncology Care Medical Associates, 12535 Washington Boulevard, Suites 1 and 2. One sample shall be collected in the treatment room and one in the administration office.

- Los Angeles Carts Manufacturing, Inc., a.k.a. LA Carts, 12549 E. Washington Blvd. One sample shall be collected from the interior office (office no. 2) on a desk or counter top, and a second sample from the fabrication area.

- Ambient samples - The number and location of the ambient air samples will be specified in the FSP under Task 3.

All the above sampling locations may be modified, with EPA's approval, if conditions in the buildings or access to the ambient air sampling locations change. EPA may modify (i.e., increase or decrease) the frequency of sampling and the number of

samples (including ambient air samples) as necessary to ensure that the objectives of this removal action are being met and maintained.

The FSP and QAPP prepared under Task 3 shall cover the sampling and analytical procedures required for this task.

The semiannual data shall be provided in Semiannual Indoor Air Sampling Reports, due thirty (30) days after sampling, and shall include a description of the building conditions, laboratory reports, tabulated analytical results along with the exposure limits for each individual sample, and maps showing the sample locations. It shall also indicate any changes or alterations in building operation, and recommended changes, if any.

Task 7 -Quarterly Monitoring and Progress Reporting

Quarterly Monitoring and Progress Reporting shall begin within thirty (30) days of EPA's approval of the Work Plan, and Quarterly Monitoring and Progress Reports shall be submitted to EPA every ninety (90) days after submittal of the initial quarterly report. At a minimum the quarterly reports shall include:

- Summaries of compliance monitoring activities conducted since the previous reporting period;
- Analytical results for indoor air sampling at other buildings if any conducted since the previous reporting period (Task 6);
- Analytical results for soil gas monitoring conducted since the previous reporting period (Task 5);
- Maps showing the zone of influence for the SVE wells based on measured subsurface vapor pressure; measured influent contaminant concentrations; summaries of relevant operating and field data, including contaminant mass removal; any preliminary calculations and supporting data used to evaluate compliance; descriptions of the nature of, duration of, and response to any noncompliance; and all other requirements outlined in the OM&M Plan.
- Initially, at a minimum, individual vapor contaminant contour maps shall be prepared indicating the extent of PCE and TCE contamination. Assumptions made in excluding, truncating, averaging, or otherwise selecting or manipulating the data to be used in preparing the contour maps shall be clearly stated.
- A description of all significant developments during the preceding reporting period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Typically, monitoring reports also include an evaluation of the data relative to shut-down criteria. For this removal action, however, it is expected that the SVE wells to be installed will eventually be supplemented by the remainder of the SVE remedy selected in the EPA Record of Decision relating to OU-1 and all attachments thereto. Because the SVE wells installed as part of this removal action are anticipated to remain operational through the implementation of the full-scale remedy required by the ROD, the development of shut-down criteria and evaluation of data against such criteria will be deferred until the full-scale remedy is implemented. The remedy in the ROD is expected to be constructed in 2010.

III. Schedule of Deliverables

Deliverable/Activity	Schedule[1, 2]
Amendment of QAPP (for Task 1 sampling)	Within 15 days of AOC Effective Date
Amendment of FSP (for Task 1 sampling)	Within 15 days of AOC Effective Date
Draft Work Plan	Within 15 Days after AOC Effective Date
Draft Short Term Mitigation Plan	Within 15 Days after AOC Effective Date
Final Work Plan	15 Days after EPA comment on the Draft Work Plan
Final Short Term Mitigation Plan	15 Days after EPA comment on the Draft Short Term Mitigation Plan
Draft Preliminary Design Report (PDR)	15 Days after Work Plan Approved
QAPP (for Interim SVE Operation)	Concurrent with Draft PDR
FSP (for Interim SVE Operation)	Concurrent with Draft PDR
Health & Safety Plan (for Interim SVE Operation)	Concurrent with Draft PDR
Final PDR	15 days after EPA comment on Draft PDR
Construction Contractor Selection	No later than 7 Days after EPA approval of the PDR
Preconstruction Meeting	2 Days after Construction Contractor Selection
Initiate Construction of Interim SVE system	1 Day after Preconstruction Meeting
Draft OM&M Plan	15 Days after EPA approval of the PDR

Final OM&M Plan	15 Days after EPA comment on the Draft OM&M Plan
Complete Construction	Per schedule to be provided in the PDR
Construction Inspection	7 Days after construction complete
Start-up	7 Days after construction inspection[3]
As-Builts (Construction Drawings)	30 Days after construction complete
Short Term Mitigation Air Sampling Reports	Sampling occurs every month; reports submitted within 30 days of sampling event.
Quarterly Monitoring and Progress Reports	Sampling occurs every 3 months; First report due within thirty (30) days of EPA's approval of the Work Plan, and then at 90-day intervals.
Semiannual Indoor Air Sampling Reports	Sampling occurs every 6 months; reports submitted within 30 days of sampling event.

[1] The schedule proposed herein assumes that acquisition of access necessary to perform the removal activities described in this SOW can be completed during the 30 day period for preparation of the Draft PDR. If Respondents are unsuccessful in obtaining access during such time, they may request an extension from EPA. Due dates for milestones affected by such access delays shall be extended only as approved by EPA. EPA approval of such extension(s) shall not relieve Respondents of their obligation to obtain access, to pay costs incurred by EPA in obtaining access pursuant to paragraph 48 of the AOC, or to pay stipulated or statutory penalties if applicable. Preparation of the first ten items listed above in the Schedule of Deliverables (i.e., Amended QAPP, Amended FSP, draft & final Work Plan, Draft and Final Short Term Mitigation Plan, Draft PDR, QAPP, FSP, and the Health and Safety Plan) shall not be affected by delay in obtaining access. Notwithstanding delays in obtaining access, Respondents shall perform the removal activities that are not dependent on the access in question.

[2] "Day" shall mean calendar days.

[3] Assumes that EPA has approved the OM&M Plan.

IV. References

1. CDM, 2007. Final Human Health Risk Assessment for On-Site Soils, prepared by Camp Dresser & McKee Inc. (CDM), November 9, 2007.

2. CDM, 2008. Final Feasibility Study for Onsite Soils, prepared by CDM, May 21, 2008.

3. EPA, 2008. Record of Decision Operable Unit 1 (Soils), Omega Chemical Corporation Superfund Site, Whittier, California, prepared by EPA, September 2008.

Primary Guidance and Resources

Although not comprehensive, the following list comprises many of the regulations and guidance documents that apply to the removal process:

1. American National Standards Practices for Respiratory Protection. American National Standards Institute Z88.2-1980, March 11, 1981.

2. ARCS Construction Contract Modification Procedures September 89, OERR Directive 9355.5-01/FS.

3. CERCLA Compliance with Other Laws Manual, Two Volumes, USEPA, Office of Emergency and Remedial Response, August 1988 (DRAFT), OSWER Directive No. 9234.1-01 and -02.

4. Community Relations in Superfund C A Handbook, USEPA, Office of Emergency and Remedial Response, January 1992, OSWER Directive No. 9230.0-3C.

5. A Compendium of Superfund Field Operations Methods, Two Volumes, USEPA, Office of Emergency and Remedial Response, EPA/540/P-87/001a, August 1987, OSWER Directive No. 9355.0-14.

6. Construction Quality Assurance for Hazardous Waste Land Disposal Facilities, USEPA, Office of Solid Waste and Emergency Response, October 1986, OSWER Directive No. 9472.003.

7. Contractor Requirements for the Control and Security of RCRA Confidential Business Information, March 1984.

8. Data Quality Objectives for Remedial Response Activities, USEPA, Office of Emergency and Remedial Response and Office of Waste Programs Enforcement, EPA/540/G-87/003, March 1987, OSWER Directive No. 9335.0-7B.

9. Engineering Support Branch Standard Operating Procedures and Quality Assurance Manual, USEPA Region IV, Environmental Services Division, April 1, 1986 (revised periodically).

10. EPA NEIC Policies and Procedures Manual, EPA-330/9-78-001-R, May 1978, revised November 1984.

11. Federal Acquisition Regulation, Washington, DC: U.S. Government Printing Office (revised periodically).

12. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, Interim Final, USEPA, Office of Emergency and Remedial Response, October 1988, OSWER Directive NO. 9355.3-01.

13. Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potential Responsible Parties, USEPA Office of Emergency and Remedial Response, EPA/540/G-90/001, April 1990.

14. Guidance on Expediting Remedial Design and Remedial Actions, EPA/540/G-90/006, August 1990.

15. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, USEPA Office of Emergency and Remedial Response (DRAFT), OSWER Directive No. 9283.1-2.

16. Guide for Conducting Treatability Studies Under CERCLA, USEPA, Office of Emergency and Remedial Response, Prepublication version.

17. Guide to Management of Investigation-Derived Wastes, USEPA, Office of Solid Waste and Emergency Response, Publication 9345.3-03FS, January 1992.

18. Guidelines and Specifications for Preparing Quality Assurance Project Plans, USEPA, Office of Research and Development, Cincinnati, OH, QAMS-004/80, December 29, 1980.

19. Health and Safety Requirements of Employees Employed in Field Activities, USEPA, Office of Emergency and Remedial Response, July 12, 1982, EPA Order No. 1440.2.

20. Interim Guidance on Compliance with Applicable of Relevant and Appropriate Requirements, USEPA, Office of Emergency and Remedial Response, July 9, 1987, OSWER Directive No. 9234.0-05.

21. Interim Guidelines and Specifications for Preparing Quality Assurance Project Plans, USEPA, Office of Emergency and Remedial Response, QAMS-005/80, December 1980.

22. Methods for Evaluating the Attainment of Cleanup Standards: Vol. 1, Soils and Solid Media, February 1989, EPA 23/02-89-042; vol. 2, Ground water (Jul 1992).

23. National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, Federal Register 40 CFR Part 300, March 8, 1990.

24. NIOSH Manual of Analytical Methods, 2nd edition. Volumes I-VII for the 3rd edition, Volumes I and II, National Institute of Occupational Safety and Health.

25. Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, National Institute of Occupational Safety and Health/Occupational Health and Safety Administration/United States Coast Guard/Environmental Protection Agency, October 1985.

26. OSWER Directive No. 9355.7-02, May 23, 1991. [Guidance, p. 3-5]

27. OSWER Directive No. 9242.3-08, December 10, 1991. [Guidance, p. 2-2]

28. Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, February 19, 1992, OSWER Directive 9355.7-03.

29. Procedure for Planning and Implementing Off-Site Response Actions, Federal Register, Volume 50, Number 214, November 1985, pages 45933-45937.

30. Procedures for Completion and Deletion of NPL Sites, USEPA, Office of Emergency and Remedial Response, April 1989, OSWER Directive No. 9320.2-3A.

31. Quality in the Constructed Project: A Guideline for Owners, Designers and Constructors, Volume 1, Preliminary Edition for Trial Use and Comment, American Society of Civil Engineers, May 1988.

32. Remedial Design and Remedial Action Handbook (Draft), USEPA, Office of Emergency and Remedial Response, August 1993, OSWER Directive No. 9355.5-22.

33. Scoping the Remedial Design (Fact Sheet), May 1993, OSWER Publ. 9355-5-21 FS.

34. Standard Operating Safety Guides, USEPA, Office of Emergency and Remedial Response, November 1984.

35. Standards for the Construction Industry, Code of Federal Regulations, Title 29, Part 1926, Occupational Health and Safety Administration.

36. Standards for General Industry, Code of Federal Regulations, Title 29, Part 1910, Occupational Health and Safety Administration.

37. Superfund Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, April 1990.

38. Superfund Remedial Design and Remedial Action Guidance, USEPA, Office of Emergency and Remedial Response, June 1986, OSWER Directive No. 9355.0-4A.

39. Superfund Response Action Contracts (Fact Sheet), May 1993, OSWER Publ. 9242.2-08FS.

40. TLVs-Threshold Limit Values and Biological Exposure Indices for 1987-88, American Conference of Governmental Industrial Hygienists.

41. Treatability Studies Under CERCLA, Final. USEPA, Office of Solid Waste and Emergency Response, EPA/540/R-92/071a, October 1992.

42. USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis, USEPA, Office of Emergency and Remedial Response, July 1988.

43. USEPA Contract Laboratory Program Statement of Work for Organic Analysis, USEPA, Office of Emergency and Remedial Response, February 1988.

44. User's Guide to the EPA Contract Laboratory Program, USEPA, Sample Management Office, August 1982.

45. Value Engineering (Fact Sheet), USEPA, Office of Solid Waste and Emergency Response, Publication 9355.5-03FS, May 1990.

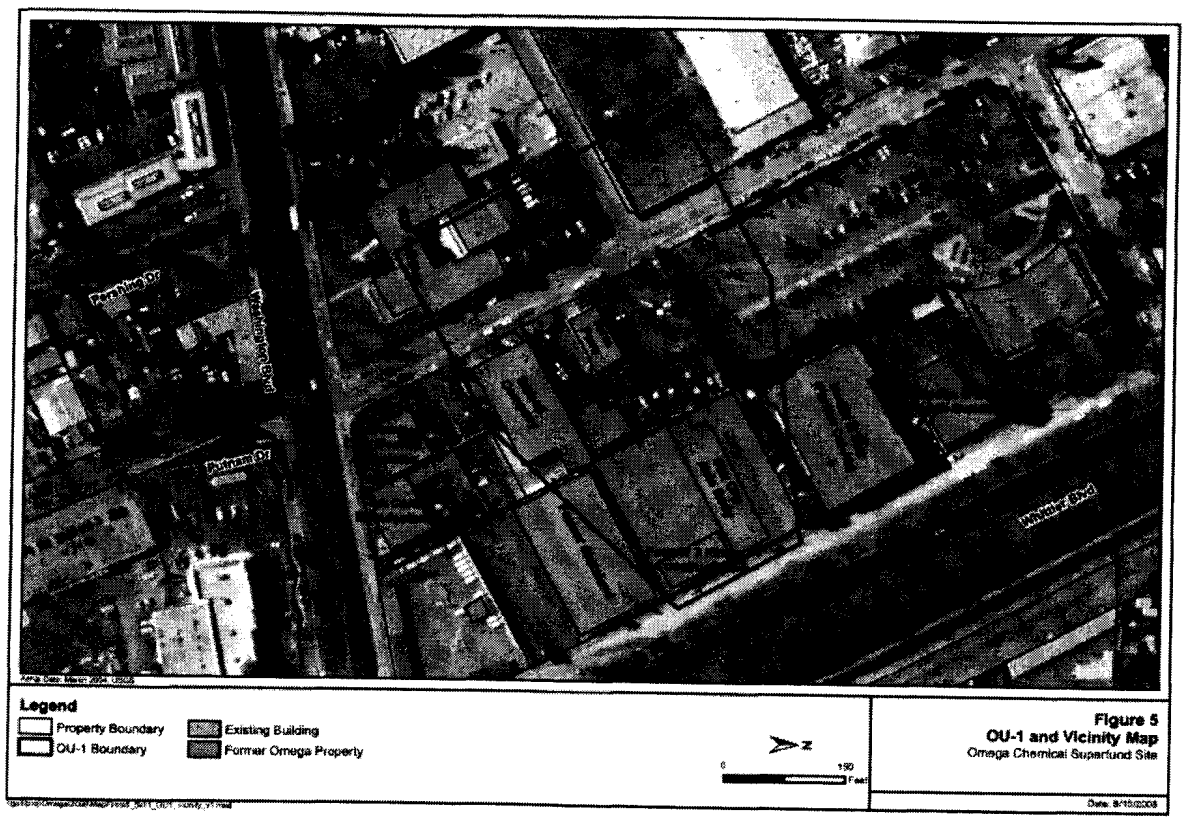
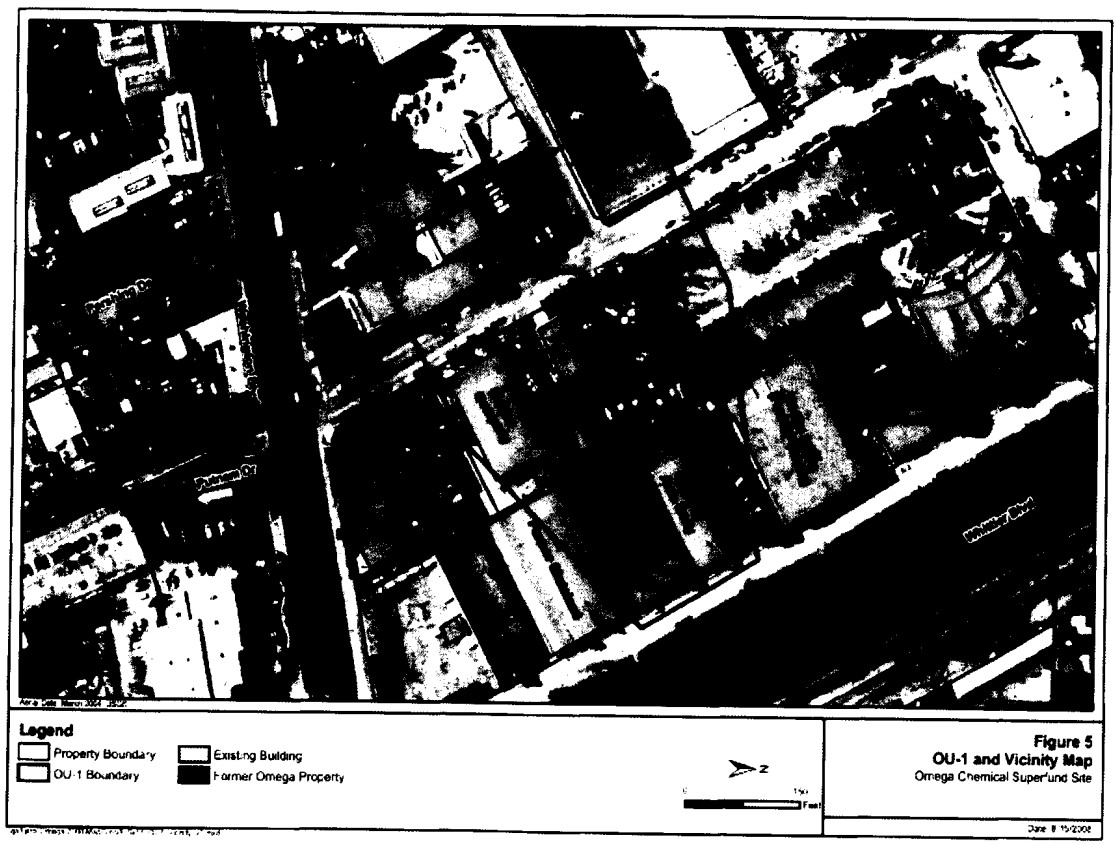
46. Guide to Documenting Cost and Performance for Remediation Projects, Publication EPA-542-B-95-002, March 1995.

47. Presumptive Remedies: Policy and Procedures, U.S. EPA, Office of Solid Waste and Emergency Response, Directive 9355.0-47FS, EPA 540-F-93-047, PB 93-963345, September, 1993.

48. Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Groundwater at CERCLA Sites, U.S. EPA, Office of Solid Waste and Emergency Response, Directive 9283.1-12, EPA 5401R/023, June, 1996.

49. A Guidance on Conducting Non-Time Critical Removal Actions Under CERCLA, USEPA, Office of Emergency and Remedial Response 1993, EPA/540-R-93-057.

Attachment 1: Site Map OU-1 and Vicinity



APPENDIX C
MAP SHOWING LOCATION OF OU-1 AND VICINITY