

1 Work Schedule, Respondents shall submit a Remedial Design
2 Workplan. The Remedial Design Workplan shall describe the plan
3 for the implementation of the Remedial Design Work.

4 b. The Remedial Design Workplan shall contain at a
5 minimum the following:

- 6 (1) Tentative description of the design team;
- 7 (2) Plan that describes the necessary
8 coordination with Lockheed and the City;
- 9 (3) Detailed description of the tasks and
10 deliverables that Respondents will complete
11 during the remedial design phase;
- 12 (4) Detailed schedule for completion of the tasks
13 and deliverables that is consistent with the
14 time-frames set forth in this Order;
- 15 (5) Design criteria and assumptions;
- 16 (6) Requirements for additional data collection;
- 17 (7) Engineering procedures manual that fully
18 describes the procedures for generating,
19 reviewing, checking, issuing, and correcting
20 engineer and design documents;

21 4. HEALTH AND SAFETY PLAN

22 a. In accordance with the timeframe provided in the
23 Work Schedule, Respondents shall submit a plan that describes the
24 minimum health, safety and emergency response requirements for
25 the pre-design, design and Remedial Action Work activities to be
26 undertaken by the Respondents. The plan shall be prepared in
27 accordance with the U.S. Occupational Safety and Health
28 Administration ("OSHA") requirements and any other applicable

1 requirements.

2 5. PLAN FOR SATISFACTION OF PERMITTING REQUIREMENTS

3 a. In accordance with the timeframe provided in the
4 Work Schedule, the Respondents shall submit a plan that describes
5 the permitting requirements for the Remedial Action Work
6 activities to be undertaken by the Respondents and a strategy for
7 meeting such requirements.

8 6. SITE QUALITY ASSURANCE PROJECT PLAN

9 a. A Quality Assurance Project Plan ("QAPP") shall be
10 prepared by the Respondents pursuant to Section XVII (Quality
11 Assurance).

12 7. CONCEPTUAL REMEDIAL DESIGN REPORT

13 a. In accordance with the timeframe set forth in the
14 Work Schedule and the Remedial Design Workplan, Respondents shall
15 submit a Conceptual Remedial Design Report. The Conceptual
16 Remedial Design ends with the completion of approximately 30
17 percent of the total design effort.

18 b. The Conceptual Remedial Design Report shall include
19 at a minimum the following:

- 20 (1) Design criteria and bases;
- 21 (2) Project delivery analysis focusing on the
22 management approach to be used in carrying
23 out the design and implementing the Remedial
24 Action Work, including procurement method and
25 contracting strategy, health and safety
26 considerations, review requirements, and
27 contractor and equipment availability;
- 28 (3) Preliminary plans, drawings, and sketches;

- (4) Outline of required specifications;
- (5) Preliminary construction schedule; and
- (6) Results of value engineering.

8. PRE-FINAL REMEDIAL DESIGN REPORT

a. In accordance with the timeframe set forth in the Work Schedule and the Remedial Design Workplan, Respondents shall submit a Pre-final Remedial Design Report. The Pre-final Remedial Design represents approximately 65 percent of the total design effort. The Pre-final Remedial Design Report shall incorporate all EPA comments on and all requested EPA changes to the Conceptual Remedial Design Report.

b. The Pre-final Remedial Design Report shall include at a minimum the following:

- (1) Material and equipment requisitions;
- (2) Site preparation requirements;
- (3) Recommended vendor lists;
- (4) Process flow diagrams;
- (5) Quality Control source list; and
- (6) Punch list of needed items.

9. FINAL REMEDIAL DESIGN

a. In accordance with the timeframe set forth in the Work Schedule and the Remedial Design Workplan, Respondents shall submit a Final Remedial Design Report. The Final Remedial Design represents 100 percent of the total design effort. The Final Remedial Design Report shall incorporate all EPA comments on and all requested EPA changes to the Pre-final Remedial Design Report.

b. The Final Remedial Design Report shall include at a

1 minimum the following:

- 2 (1) Final design plans and specifications; and
- 3 (2) Preliminary construction schedule.

4 10. REMEDIAL ACTION WORKPLAN

5 a. In accordance with the timeframe set forth in the
6 Work Schedule, Respondents shall submit a Remedial Action
7 Workplan.

8 b. The Remedial Action Workplan shall include at a
9 minimum the following:

- 10 (1) Identification of the Remedial Action team,
11 including key personnel, descriptions of
12 duties, and lines of authority;
- 13 (2) Description of the roles and relationships of
14 the Respondents, Project Coordinator,
15 Remedial Action Engineer, Independent Quality
16 Assurance Team, Remedial Design
17 Architect/Engineer, and Remedial Action
18 Contractor;
- 19 (3) Plan that describes the necessary
20 coordination with the Settling Defendants;
- 21 (4) Process for the selection of the Remedial
22 Action Contractor;
- 23 (5) Schedule for the Remedial Action;
- 24 (6) Method to implement the Construction Quality
25 Assurance Plan;
- 26 (7) Health and Safety Plan for field construction
27 activities;
- 28 (8) Procedures for data collection during the

1 Remedial Action Work to validate the
2 completion of the Remedial Action.

3 11. INTERIM REMEDIAL ACTION REPORT

4 a. In accordance with the timeframe set forth in the
5 Work Schedule, Respondents shall submit an Interim Remedial
6 Action Report. This Report shall document that the facilities
7 constructed by Respondents pursuant to this Order are consistent
8 with the design specifications, and are operational and
9 functional.

10 b. The Interim Remedial Action Report shall include at
11 a minimum the following:

- 12 (1) Synopsis of the Remedial Action Work and
13 certification of the design and construction;
- 14 (2) Explanation of any modifications to the plans
15 and why these were necessary;
- 16 (3) Listing of the performance criteria, with an
17 explanation of any modifications to these
18 criteria;
- 19 (4) Results of monitoring indicating that the
20 Work will meet or exceed the performance
21 criteria.

22 XI. OBLIGATION TO COOPERATE AND COORDINATE

23 A. Respondents shall coordinate their performance of the
24 Work with the tasks to be performed at the Site by Lockheed and
25 the City of Burbank pursuant to the Consent Decree, such that the
26 Work required by this Order and the tasks required by the Consent
27 Decree are accomplished in a timely and satisfactory manner.
28 Such coordination shall include, but not be limited to,

1 cooperating in scheduling and holding meetings to discuss the
2 Work and the tasks under the Decree.

3 **XII. ADDITIONAL RESPONSE ACTIONS**

4 A. EPA may determine that in addition to the Work identified
5 in this Order and attachments to this Order, additional response
6 activities may be necessary to meet the performance standards or
7 to otherwise protect human health, welfare and the environment.
8 If EPA determines that additional response activities are
9 necessary, EPA may require Respondents to submit to EPA for
10 review and approval a workplan for such additional response
11 activities. EPA may also require Respondents to modify any plan,
12 design, or other deliverable required by this Order, including
13 any approved deliverables.

14 B. Unless otherwise provided by EPA, within thirty (30) days
15 of receipt of notice from EPA that additional response activities
16 are necessary pursuant to this Section, the Respondents shall
17 submit a workplan for such response activities to EPA for review
18 and approval.

19 C. EPA shall take action on such workplan consistent with
20 Section XVI (EPA Review of Submissions).

21 D. Respondents shall notify EPA of their intent to perform
22 such additional response activities within seven (7) days after
23 receipt of EPA's request for additional response activities.
24 Respondents shall promptly implement the workplan as approved by
25 EPA, in accordance with the standards, specifications, and
26 schedule contained in the approved workplan or otherwise issued
27 by EPA pursuant to this Order.

1 **XIII. EPA PERIODIC REVIEW**

2 Under Section 121(c) of CERCLA, 42 U.S.C. § 9621(c), EPA may
3 review conditions at the Site to assure that the Work performed
4 pursuant to this Order adequately protects human health and the
5 environment. Respondents shall conduct, if requested by EPA, the
6 requisite studies, investigations, or other response actions (or
7 any portions thereof) as EPA determines necessary in order to
8 permit EPA to conduct the review under Section 121(c) of CERCLA,
9 42 U.S.C. § 9621(c). As a result of any review performed under
10 this Section, Respondents may be required to perform additional
11 activities or to modify Work previously performed.

12 **XIV. ENDANGERMENT AND EMERGENCY RESPONSE**

13 A. In the event of any action or occurrence during the
14 performance of the Work which may present an immediate threat to
15 the public health or welfare or the environment, Respondents
16 shall immediately take all appropriate action to prevent, abate,
17 or minimize the threat, and shall immediately notify EPA's
18 Remedial Project Manager ("RPM") (see Section XIX below). If
19 EPA's RPM is not available, Respondents shall notify the EPA
20 Emergency Response Section, Region IX. Respondents shall take
21 such action in consultation with EPA's RPM (or, if the RPM is
22 unavailable, the EPA Emergency Response Section, Region IX, at
23 (415) 744-2000) and in accordance with all applicable provisions
24 of this Order, including but not limited to the Health and Safety
25 Plan. In the event that Respondents fail to take appropriate
26 response action as required by this Section XIV, and EPA takes
27 that action instead, Respondents shall be liable to EPA for all
28 costs of the response action.

1 B. The Director of the Hazardous Waste Management Division,
2 EPA Region IX, may determine that acts or circumstances (whether
3 related to or unrelated to this Order) may require a halt to the
4 Work and may order Respondents to stop further implementation of
5 the Work or some portion of the Work. EPA may order Respondents
6 to cease activities at the Site.

7 C. EPA's RPM shall also have authority, consistent with the
8 NCP, to halt any Work required by this Order and to take any
9 necessary response actions.

10 D. Nothing in this Order shall be deemed to limit any
11 authority of the United States to take, direct, or order all
12 appropriate action to protect human health, welfare, and the
13 environment or to prevent, abate, or minimize an actual or
14 threatened release of hazardous substances on, at, or from the
15 Site.

16 XV. FORM OF NOTICE

17 A. Except insofar as oral notification is specifically
18 provided for in this Order, when notification to or communication
19 with the EPA, EPA's Oversight Representative CH2M Hill, Lockheed,
20 the City, Department of Health Services Office of Drinking Water
21 (DHS), or California Regional Water Quality Control Board
22 (CRWQCB) is required by this Order, it shall be in writing,
23 postage prepaid, and addressed as follows:

24 1. As to EPA:

25 Colette Kostelec
26 Remedial Project Manager
27 San Fernando Valley Superfund Site
28 Hazardous Waste Management Division
U.S. Environmental Protection Agency, Region IX
75 Hawthorne Street (H-6-4)
San Francisco, CA 94105

1 2. As to CH2M Hill:

2 Mike Arends
3 CH2M Hill
4 2510 Redhill Avenue, Suite A
5 Santa Ana, CA 92705

6 3. As to Lockheed:

7 Ron Helgerson
8 Lockheed Engineering and Sciences Company
9 2550 N. Hollywood Way, Suite 305
10 Burbank, CA 91505

11 4. As to the City:

12 General Manager
13 City of Burbank
14 Public Service Department
15 164 West Magnolia Blvd.
16 Burbank, CA 91503-0631

17 5. As to DHS:

18 Gary Yamamoto
19 California Department of Health Services
20 Office of Drinking Water
21 1449 West Temple Street, Rm. 224
22 Los Angeles, CA 90026

23 6. As to CRWQCB:

24 Hank Yacoub
25 California Regional Water Quality Control Board
26 101 Centre Plaza Drive
27 Monterey Park, CA 91754

28 B. If any of the addresses or names in Subpart XV.A change,
EPA will notify Respondents in writing and Respondents shall
address all submittals or other communications to the new person
or address.

C. In the case of written notices or submittals, a notice or
submittal shall be deemed to have occurred on the date the notice
or submittal is received by the party to whom notice must be
given or a document must be submitted pursuant to this Order.

1 D. Upon receipt of a notice of disapproval requesting a
2 resubmittal, Respondents shall, within five (5) days or such
3 longer time as specified by EPA in writing in its notice of
4 disapproval, correct the deficiencies, consistent with any
5 comments by EPA and incorporating any changes requested by EPA,
6 and resubmit the deliverable for approval. Notwithstanding the
7 notice of disapproval, Respondents shall proceed, if so directed
8 by EPA, to take any action required by the non-deficient portions
9 of the deliverable.

10 E. Submission of a deficient deliverable or failure to
11 submit a deliverable according to any schedule contained in this
12 Order, incorporated into this Order by reference, submitted or
13 prepared by Respondents and approved by EPA pursuant to this
14 Order or issued or modified by EPA pursuant to this Order shall
15 be considered a violation of this Order. An approval by EPA of
16 an initially disapproved and resubmitted deliverable shall end
17 the period of the violation with respect to the disapproved
18 deliverable.

19 F. All deliverables required by this Order to be submitted
20 for review and approval are, upon EPA approval, incorporated into
21 this Order as requirements of this Order and shall be an
22 enforceable part of this Order. Any noncompliance by Respondents
23 with such EPA-approved deliverables shall be considered a
24 violation of this Order.

25 G. EPA's approval of any plan, deliverable, report or other
26 submittal under this Order shall not be deemed to imply that EPA
27 agrees with every statement or characterization contained in such
28 plan, deliverable, report or other submittal.

1 H. Notwithstanding any approval which may be granted by EPA,
2 no warranty or guarantee of any kind, either express or implied,
3 is provided by EPA with regard to the Work.

4 **XVII. QUALITY ASSURANCE**

5 A. Respondents shall submit to EPA for review and approval,
6 in accordance with the Work Schedule, a comprehensive Quality
7 Assurance ("QA") Project Plan for all Work to be performed
8 pursuant to this Order. The QA Project Plan shall be prepared in
9 accordance with (i) U.S. EPA *Interim Guidelines and*
10 *Specifications for Preparing Quality Assurance Project Plans,*
11 *QAMS 005/80 (December 1980); (ii) U.S. EPA Region IX Guidance for*
12 *Preparing QA Project Plans for Superfund Remedial Projects, Doc.*
13 *90A-03-89 (September 1989); and (iii) U.S. EPA Data Quality*
14 *Objectives Development Guidance for Remedial Response Actions,*
15 *EPA/540/G87/003 and 004; or (iv) any superseding or amended*
16 *version of these documents provided by EPA to the Respondents.*
17 Upon receipt of EPA's approval of the Final QA Project Plan,
18 Respondents shall immediately implement the QA Project Plan.

19 B. Respondents shall use QA procedures and protocols in
20 accordance with the approved QA Project Plan and shall utilize
21 standard EPA sample chain of custody procedures, as documented in
22 (i) EPA *National Enforcement Investigations Center Policies and*
23 *Procedures Manual, EPA-330/9-78-001-R (May 1978, revised May*
24 *1986); and (ii) EPA National Enforcement Investigations Center*
25 *Manual for the Evidence Audit (April 1984); or (iii) any amended*
26 *or superseding version of these documents provided by EPA to*
27 *Respondents, for all sample collection and analysis activities*
28 *conducted pursuant to this Order.*