

Allen Baradar



Department of Toxic Substances Control



Jesse R. Huff, Director
700 Heinz Avenue, Bldg. F, Suite 200
Berkeley, California 94710-2721

September 2, 1998

Pete Wilson
Governor

Peter M. Roon
Secretary
Environmental
Protection

Mr. Harry Y. Yahata
Department of Transportation
Box 23660
Oakland, California 94623-0660

Dear Mr. Yahata:

CALTRANS TOLL BRIDGES - FINAL VOLUNTARY CLEANUP AGREEMENT

Enclosed please find a copy of the fully executed Voluntary Cleanup Agreement. DTSC looks forward in working with you.

If you have any questions, please contact Virginia Lasky at (510) 540-3817.

Sincerely,

for Denise Tsuji
Unit Chief
Northern California - Coastal
Cleanup Operations Branch

98 SEP - 9 11 11 AM
EXECUTIVE OFFICE

Enclosure

cc: Ms. Elizabeth M. Wiecha, P.E.
Department of Transportation
P.O. Box 23660-0660
Oakland, California 94623

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matters of:	)	Docket No. HSA 97/98-024
)	
Carquinez Bridge	)	Voluntary Cleanup
<u>Benicia-Martinez Bridge</u>	)	Agreement
<u>SF-Oakland Bay Bridge</u>)	
<u>Richmond-San Rafael Bridge</u>)	
)	
Project Proponent:	)	Health and Safety Code
	)	Section 25355.5(a)(1)(C)
State of California)	
Business, Transportation and)	
Housing Agency)	
Department of Transportation)	
P.O. Box 23660)	
111 Grand Avenue)	
Oakland, California 94623-0660)	

I.
INTRODUCTION.

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) enters into this Voluntary Cleanup Agreement (Agreement) with the California Department of Transportation (Proponent).

1.2 Sites. The Sites which are the subject of this Agreement are as follow. A location map and diagram for each Site are attached as Exhibits A-1 to A-4 and B-1 to B-4. For the purpose of this agreement, upland area is defined as area consisting of soil or non-sediment material.

- a) Carquinez 1958 Bridge - Structure No. 23-15 R - located on eastbound Interstate 80 (I-80) connecting Crockett and Vallejo, California. The Site includes the upland areas that are located at the southern approach of the bridge near the community of Crockett, CA, and also the sediment dredged from underneath the bridge structure that will be disposed of at an appropriate off-site disposal facility (See exhibits A-1 and B-1).
- b) Benicia-Martinez Bridge - Structure No. 28-0153 - located on Interstate 680 (I-680) connecting Benicia and Martinez, CA. The Site consists of the upland areas that are

located at the northern and southern approaches of the bridge and also the sediment dredged from underneath the bridge structure that will be disposed of at an appropriate off-site disposal facility (See exhibits A-2 and B-2).

- c) San Francisco-Oakland Bay Bridge (SFOBB) - West Span - Structure No. 34-03 - located on Interstate 80 (I-80) between Yerba Buena Island and San Francisco. The Site includes the upland areas that are located at the western and eastern approaches of the bridge in San Francisco and Yerba Buena Island (See exhibits A-3 and B-3).
- d) Richmond-San Rafael Bridge - Structure No. 28-0100 - located on Interstate 580 (I-580) between Point Richmond and San Quentin, California. The Site consists of upland areas that are located at the eastern approach of the bridge near Point Richmond, CA, and also the sediment dredged from underneath the bridge structure that will be disposed of at an appropriate off-site disposal facility (See exhibits A-4 and B-4).

1.3 Jurisdiction. This Agreement is entered into by DTSC and Proponent pursuant to Health and Safety Code (H&SC) section 25355.5(a)(1)(C). This section authorize DTSC to enter into an enforceable agreement with Proponents to oversee contaminated soil management activities located in the upland areas and to insure the health and safety of workers and the public.

1.4 Purpose. The purpose of this Agreement is for the Proponent to implement contaminated soil management activities in the upland area associated with the seismic retrofit activities in compliance with all applicable laws and regulations under the oversight of DTSC. The purpose of this Agreement is also for DTSC to obtain reimbursement from the Proponent for DTSC's oversight costs. The seismic retrofit work to be performed by the Proponent is the enactment of Executive Order No. D-86-90. The order directed the Department of Transportation to investigate and assign a high priority to the development of a seismic retrofit program for the transportation structures of California. (See exhibit F for a copy of the order).

II.

BACKGROUND

2.1 Ownership. The Sites are owned by the California Department of Transportation.

2.2 Substances Found at the Sites. Reports, containing the results of environmental media sampling conducted at the Sites, indicate the predominant contaminants in the soil are lead and petroleum hydrocarbons. Other contaminants that have been found in the soil include volatile organic compounds, semi-volatile organic compounds, pesticides, PCBs and other heavy metals.

2.3 Physical Description.

- a) Carquinez Bridge - The southern approach to the Carquinez Bridge is located on Interstate 80 (I-80) near the community of Crockett, and adjacent to the Carquinez

Strait. Railroad tracks and an adjacent fuel product pipeline are located along the waterfront. The bridge piers extend north from the Crockett area into the Carquinez Strait. A former garbage dump area may also be located within the project boundaries (see attachments A-1 and B-1).

- b) Benicia-Martinez Bridge - The northern and southern approaches to the bridge are located adjacent to the Carquinez Strait, with both approaches contiguous to railroad tracks. The bridge's piers are located within the Carquinez Strait. A railroad bridge is located to the east of the Benicia-Martinez bridge. The southern approach is located adjacent to an oil refinery (see attachments A-2 and B-2).
- c) San Francisco-Oakland Bay Bridge - The western and eastern approaches are located adjacent to the San Francisco Bay. The western approach is located in an industrialized area of San Francisco while the eastern approach is located on Yerba Buena Island (see attachments A-3 and B-3).
- d) Richmond-San Rafael Bridge - The eastern approach is located between the San Francisco Bay and an industrial area containing an oil refinery and a rock quarry. The bridge piers extend from Point Richmond into the San Francisco Bay (see attachments A-4 and B-4).

2.4 Site History.

- a) Carquinez Bridge - The eastbound Carquinez Bridge structure was completed in 1958. Approximately 25 homes were reportedly demolished within the project boundaries prior to constructing the 1958 bridge improvements. Paints used by the California Department of Transportation (Caltrans) in the past contained lead, zinc, and/or chromium. Sandblast residues resulting from surface preparations for repainting the steel bridge may contain hazardous levels of metals. Before 1986, specifications for Caltrans bridge repainting contracts did not require containment of sandblast residues.
- b) Benicia-Martinez Bridge - The Benicia Martinez bridge opened in September of 1962 and connects Benicia and Martinez, California over the Carquinez Strait. It was first seismically retrofitted in 1980 and was widened from 67 feet to 77 feet in 1991. Petrochemical refining, processing and manufacturing industries are located along the waterfront in the project vicinity. The bridge was originally painted with a lead-based primer. The original lead base paint is now covered with a zinc and water base paint.
- c) SFOBB (West Span) – The SFOBB connects San Francisco and Yerba Buena Island. The bridge was originally constructed in the 1930's and then modified in the 1950's when commuter train rails were removed from the lower deck. The west approach was used primarily for industrial purposes while Yerba Buena Island was a

military facility. A lead-based primer and an aluminum base finish coat were the original paints used on the Bay Bridge. Approximately twenty percent of this coating is reported to have been removed via water blasting, and replaced with a zinc-based organic paint.

- d) Richmond-San Rafael - The Richmond San Rafael bridge was opened to the public on September 1, 1956 and connects Contra Costa and Marin counties. Petrochemical refining, processing and manufacturing industries are located to the east on the Contra Costa County side with San Quentin prison located to the west on the Marin county side. The paint used on this bridge as a primer was water-based and contained lead. The finish coat is an aluminum and water base paint.

III.

AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Proponent in accordance with the Scope of Work contained in Exhibit C. The Proponent shall conduct the activities in the manner specified in Exhibit E. All work shall be performed consistent with H&SC section 25300 et seq., as amended; the National Contingency Plan (40 Code of Federal Regulations (CFR) Part 300), as amended; U.S. EPA and DTSC Superfund guidance documents regarding site investigation and remediation.

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

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

3.3 Agreement Managers. Barbara J. Cook, P.E., Branch Chief, is designated by DTSC as its Manager for this Agreement. Virginia Lasky is designated by DTSC as the Project Manager for this Agreement. Denis Mulligan, District Division Chief, Toll Bridge Program, is assigned by the Proponent as Manager for this Agreement. Each Party to this Agreement shall provide at least ten (10) days advance written notice to the other of any change in its designated manager.

3.4 Notices and Submittals. All notices, documents and communications required to be given under this Agreement, unless otherwise specified herein, shall be sent to the respective parties at the following addresses in a manner that produces a record of the sending of the notice,

document or communication such as certified mail, overnight delivery service, facsimile transmission or courier hand delivery service:

3.4.1 To DTSC:

Barbara J. Cook, P.E., Chief
Northern California - Coastal Cleanup Operations Branch
Attn: Ms. Virginia Lasky
Department of Toxic Substances Control
Site Mitigation Program
700 Heinz Avenue, Suite 200
Berkeley, California 94710

3.4.2 To the Proponent:

Denis Mulligan, District Division Chief
Toll Bridge Program
Attn: Mr. Alan Baradar, District Branch Chief
Office of Environmental Engineering
California Department of Transportation
P.O. Box 23660
111 Grand Street
Oakland, California 94623-0660

3.5 DTSC Review and Approval. If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, DTSC may (a) Return comments to the Proponent with recommended changes; or (b) Modify the document as deemed necessary and approve the document as modified.

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

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

3.8 Payment. The Proponent agrees to pay (1) all costs incurred by DTSC in association with preparation of this Agreement and for review of documents submitted prior to the effective date of the Agreement, and (2) all costs incurred by DTSC in providing oversight

pursuant to this Agreement, including review of the documents described in Exhibit C and associated documents, and in providing oversight of field activities. An estimate of DTSC's oversight costs is attached as Exhibit D. The estimated oversight cost as shown in Exhibit D represents the estimated cost for DTSC's oversight activity for each Site or for each toll bridge as identified in Sections 1.2, 2.3 and 2.4. It is understood by the parties that Exhibit D is an estimate and cannot be relied upon as the final cost figure. DTSC will bill the Proponent quarterly. Proponent agrees to make payment within sixty (60) days of receipt of DTSC's billing. Such billings will reflect any amounts that have been advanced to DTSC by the Proponent.

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

3.8.2 All payments made by the Proponent pursuant to this Agreement shall be by a cashier's or certified check made payable to the "Department of Toxic Substances Control", and bearing on its face the following project codes for each site: Carquinez Bridge (200979), Benicia-Martinez (200980), Richmond-San Rafael Bridge (200981), San Francisco-Bay Bridge (200982), and a general code for all the bridges (200978). Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
400 P Street, 4th Floor
P.O. Box 806
Sacramento, California 95812-0806

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

3.9 DTSC reserves the right to seek cost recovery for any past cost incurred but not billed pursuant to this Agreement or otherwise paid by the Proponent to the DTSC.

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

3.11 Project Coordinator. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified project coordinator, with expertise in hazardous substance removal. The Proponent shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous substance site cleanup, the resume of the coordinator. The Proponent shall promptly notify DTSC of any change in the identity of the Project Coordinator. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to, Business and Professions Code sections 6735 and 7835.

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

3.13 Sampling, Data and Document Availability. When requested by DTSC, the Proponent shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Site, including technical records and contractual documents, sampling and monitoring information and photographs and maps, whether or not such data and information was developed pursuant to this Agreement.

3.14 Notification of Field Activities. The Proponent shall inform DTSC at least seven (7) days in advance of all field activities associated with the management, handling, or disposal of contaminated or hazardous soils and dredged material, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by the Proponent pursuant to this Agreement.

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

3.16 Preservation of Documentation. The Proponent shall maintain a central repository of the data, reports, and other documents prepared pursuant to this Agreement. All such data, reports and other documents shall be preserved by the Proponent in accordance with the California Department of Transportation's record retention policy after the conclusion of all activities carried out under this Agreement.

3.17 Amendments. This Agreement may be amended or modified solely upon written consent of all parties. Such amendments or modifications may be proposed by any party and shall be effective the third business day following the day the last party signing the amendment or modification sends its notification of signing to the other party. The parties may agree to a different effective date.

3.18 Termination for Convenience. Except as otherwise provided in this Paragraph, each party to this Agreement reserves the right unilaterally to terminate this Agreement for any reason. Termination may be accomplished by giving a thirty (30) day advance written notice of

the election to terminate this Agreement to the other Party. In the event that this Agreement is terminated under this Paragraph, the Proponent shall be responsible for DTSC costs through the effective date of termination.

3.19 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

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

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

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

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

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

3.24.1 DTSC reserves its right to pursue cost recovery under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, the California Health and Safety Code section 25360, and any other applicable section of the law.

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

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

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

3.25 Resolution of Disputes. If the Proponent believes there is a dispute between the Proponent and DTSC, the following two-step procedure shall be followed by both parties:

3.25.1 The Proponent shall first discuss the problem informally with DTSC's project manager assigned to this Agreement. If the problem cannot be resolved at this stage, the Proponent must direct the dispute, together with any supporting evidence, in writing, to DTSC's Agreement Manager. The dispute must state the issue(s) in dispute, the legal authority or other basis for the Proponent's position and the remedy sought. The Agreement Manager shall issue a written decision with an explanation for his/her decision within ten (10) business days after receipt of the written communication from the Proponent. The decision shall be mailed to the Proponent by certified mail with receipt requested, postage prepaid, along with proof of service. Should the Proponent disagree with the Agreement Manager's decision, they may appeal to the next level.

3.25.2 If the Proponent does not agree with the Agreement Manager's decision, the Proponent must prepare a letter indicating why the Agreement Manager's decision is unacceptable, and attach (1) their original statement of the dispute, (2) supporting documents, and (3) a copy of the Agreement Manager's response. This letter and attachments shall be sent to the DTSC's Deputy Director for Site Mitigation within ten (10) business days from the mailing date listed on the proof of service referenced in (a) above. The Deputy Director or designee shall review the Proponent's letter and supporting documents, consider the issues raised and render a written decision to the Proponent within twenty (20) business days of receipt of the Proponent's letter. The decision of the Deputy Director or designee shall be final unless challenged in a Court of Law by trial de novo.

3.26 Compliance with Applicable Laws. Nothing in this Agreement shall relieve the Proponent from complying with all applicable laws and regulations, and the Proponent shall conform all actions required by this Agreement with all applicable federal, state and local laws and regulations.

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

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

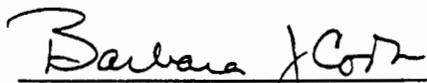
3.29 Parties Bound. This Agreement applies to and is binding, jointly and severally, upon each signatory and its officers, directors, agents, receivers, trustees, heirs, executors, administrators, successors, and assigns, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. No

change in the ownership or corporate or business status of any signatory, or of the facility or Site shall alter any signatory's responsibilities under this Agreement.

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

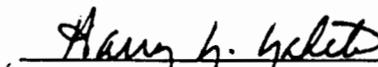
3.31 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the parties to this Agreement.

3.32 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.



Date: 9/1/98

Barbara J. Cook, P.E., Chief
Northern California-Coastal Cleanup Operations Branch
Site Mitigation Program
Department of Toxic Substances Control



Date: 8/27/98

Harry Y. Yahata, District Director
California Department of Transportation
P.O. Box 23660
Oakland, California 94623-0660

EXHIBITS

A - SITE LOCATION MAP

B - SITE DIAGRAM

C - SCOPE OF WORK

D - COST ESTIMATE

E - SCHEDULE

F - EXECUTIVE ORDER D-86-90

EXHIBIT A

EXHIBIT A-1 SITE LOCATION MAP CARQUINEZ BRIDGE

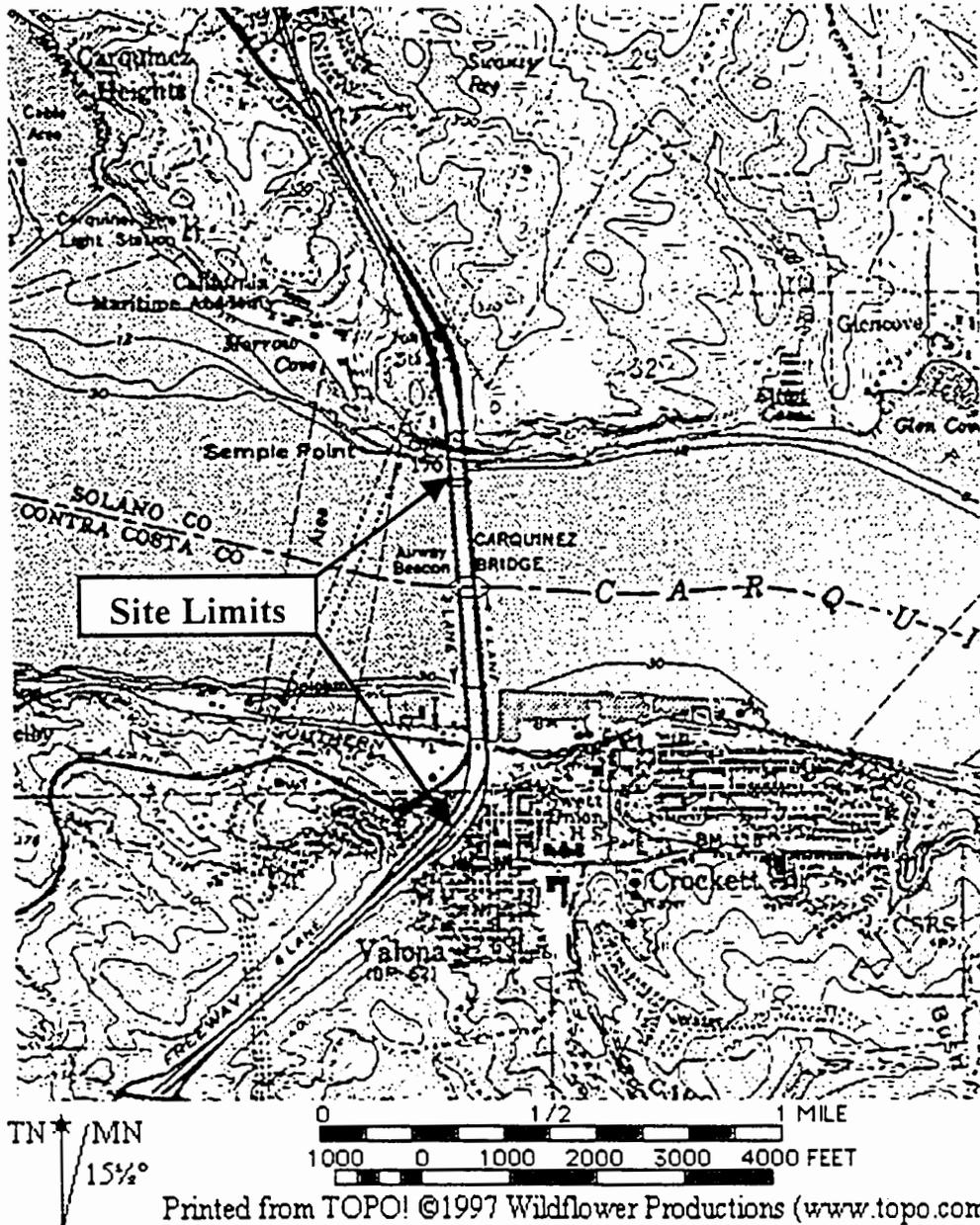
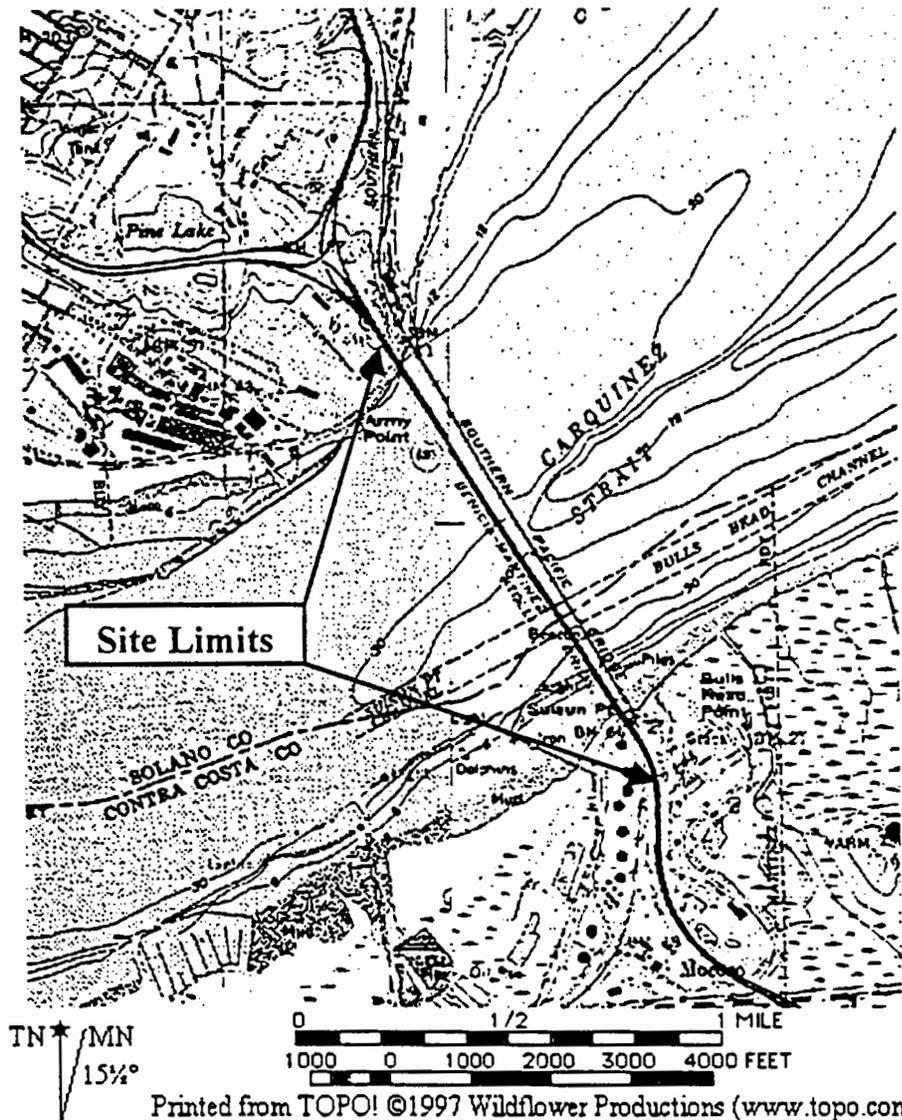


EXHIBIT A-2
SITE LOCATION MAP
BENICIA-MARTINEZ BRIDGE



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EXHIBIT A-3
SITE LOCATION MAP
SAN FRANCISCO-OAKLAND BAY BRIDGE

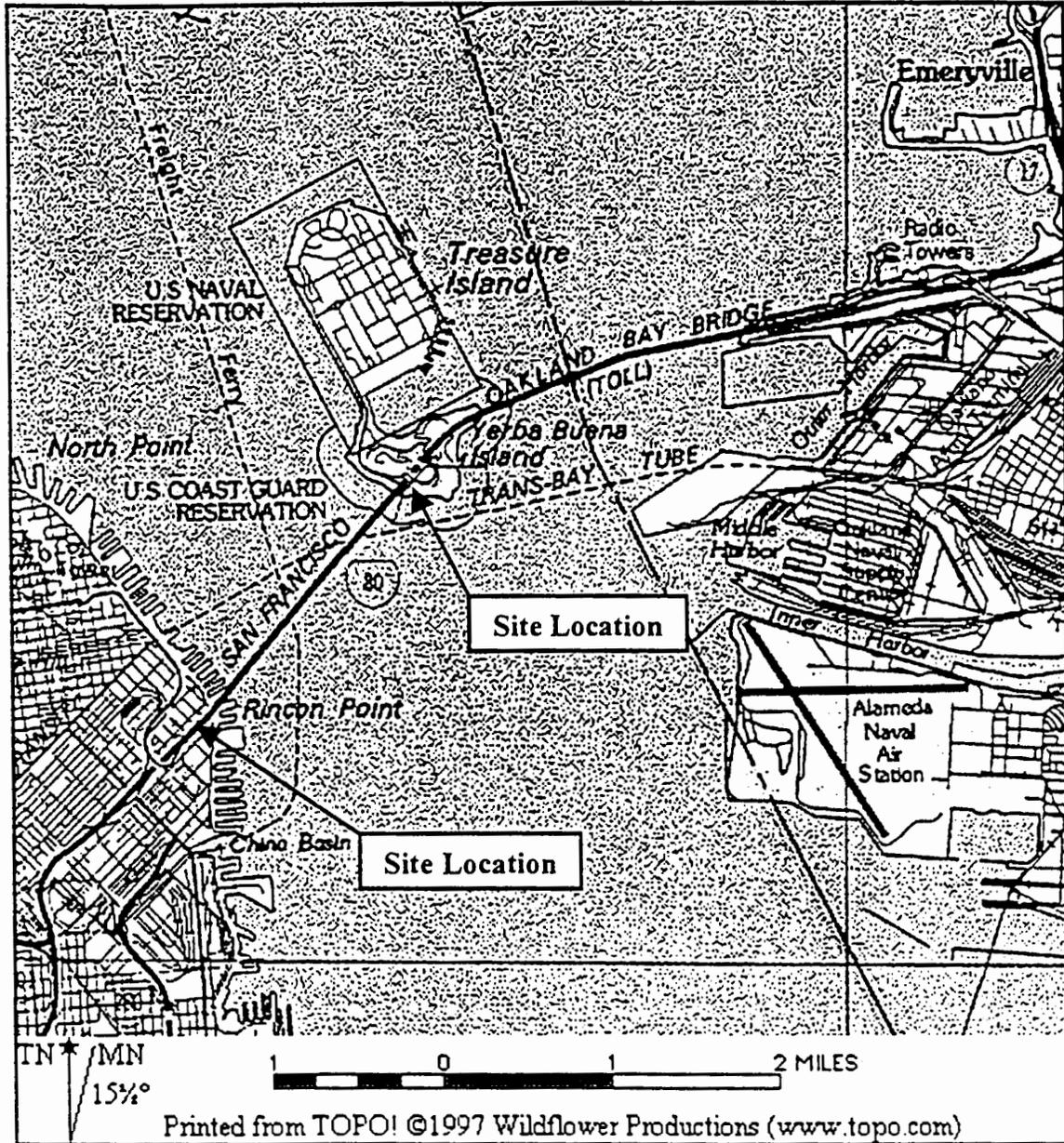


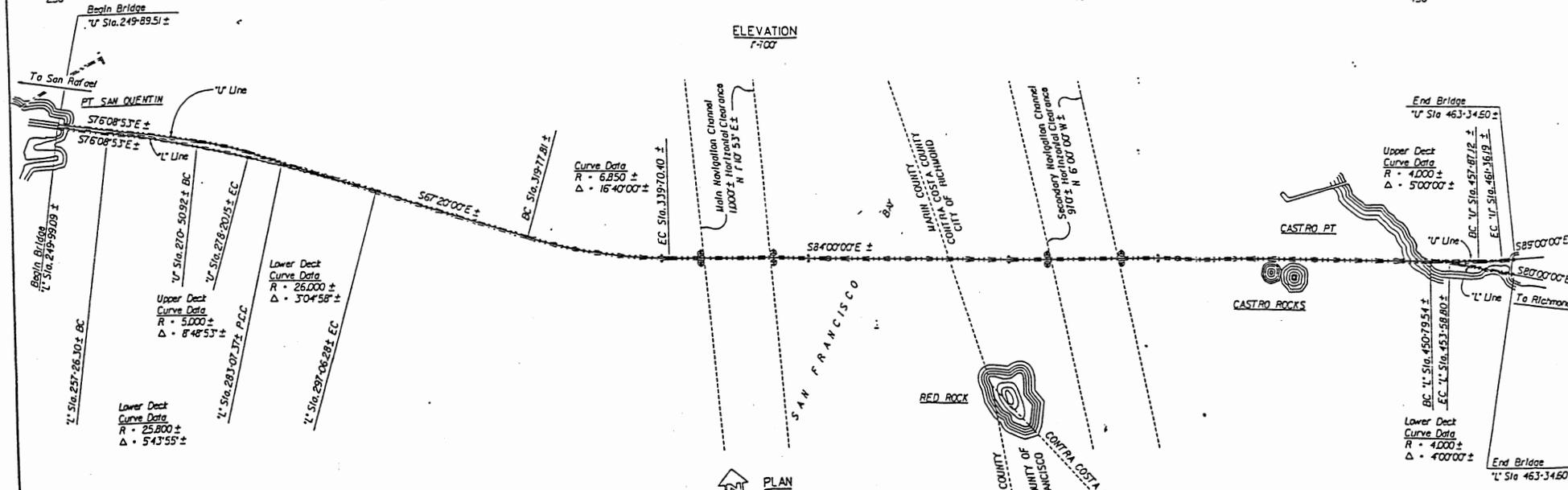
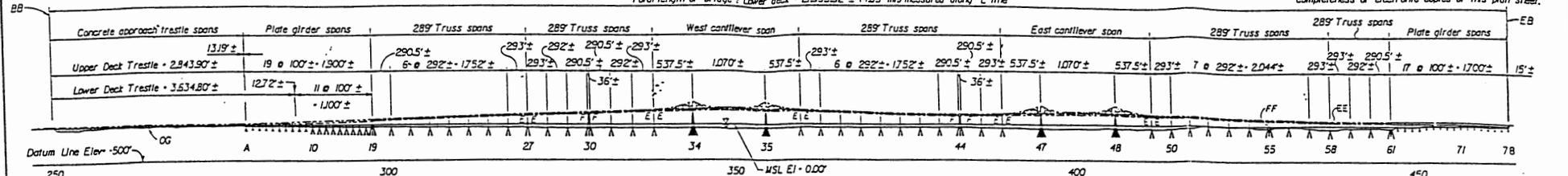
EXHIBIT B

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO. OF SHEETS
04				

REGISTERED CIVIL ENGINEER	
PLANS APPROVAL DATE	
GERWICK/SVERDRUP/DLM, JOINT VENTURE 601 MONTGOMERY ST. SUITE 400 SAN FRANCISCO, CA 94111	
BEN C. GERWICK, INC. 601 MONTGOMERY ST. SUITE 400 SAN FRANCISCO, CA 94111	

- Notes:
- For General Notes, Standard Plans and Quantities see "General Notes, Abbreviations and Legend" sheet.
 - For Stage Construction and Traffic Handling see Road Plans.
 - See Road Plans for utilities.

Total length of bridge: Upper deck = 21,345.10' ± (4.04 mi) measured along "U" line
 Total length of bridge: Lower deck = 21,335.52' ± (4.03 mi) measured along "L" line



Note:
 The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

Datum
 National Geodetic Vertical Datum, 1929 (NGVD)

A. AKINSANYA DATE: 11/19/97	DESIGN	J. VINCENT	DRAWN	S. HARDY	CHECKED	J. VINCENT	PROJECT ENGINEER	PRICE NO.	28-000
	DETAILS	M. SMITH	DRAWN	S. HARDY	CHECKED	S. HARDY		POST DATE	
	QUANTITIES	T. DAHLGREN	DRAWN	S. HARDY	CHECKED	G. MARCH			

PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	J. VINCENT PROJECT ENGINEER	CU 04105 EA 043821	CONTRACT NO.: 59X475
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100% SUBMITTAL

SEISMIC RETROFIT PROJECT NO. 612
 RICHMOND - SAN RAFAEL BRIDGE
 GENERAL PLAN

EXHIBIT B-4

EXHIBIT C

EXHIBIT C SCOPE OF WORK

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

TASK 1. Health and Safety Plan. The Proponent will submit a Site Health and Safety Plan in accordance with California Code of Regulations, Title 8, section 5192 and DTSC guidance, which covers all measures, including contingency plans, which will be taken during field activities to protect the health and safety of the workers at the Site and the general public from exposure to hazardous waste, substances or materials. The Health and Safety Plan should describe the specific personnel, procedures and equipment to be utilized.

TASK 2. Document Review. Proponent will submit the existing investigation reports, Contract Specifications, Soil Management Plan and Transportation Plan.

TASK 3. Implementation Upon DTSC approval of the Health and Safety Plan, Soil Management Plan, and Transportation Plan, the Proponent shall implement the approved activities in accordance with the approved Plans. Within thirty (30) days of completion of field activities, Proponent shall submit an Implementation Report documenting the implementation of the activities described in the Plans.

TASK 4. Changes During Implementation. During implementation of the soil management activities, DTSC may specify such additions, modifications and revisions to the approved plans as deemed necessary to protect human health and safety or the environment or to implement the soil management activities.

**EXHIBIT D
COST ESTIMATE/SCHEDULE**

TITLE	Project Manager	Supervisor	Industrial Hygienist	Public Participation	Toxicology	Technical Support	Legal	Clerical
CLASSIFICATION	IISS/ISE	SISS/SHSE	AIH	PPS	Staff Toxicologist	Geologist/Engineer	Sr. Staff Counsel	WPT
TASKS								
Agreement Preparation and Negotiation	15	6					10	5
Review of Existing Document	24	2			8	6		
Soil Management Plan	60	6				10		
Transportation Plan	15	2					6	
Health and Safety Plan	20	6	40					
Public Participation	25	12		15				5
Oversight of Implementation of Soil Management Plan	16	8	8	10		10		
Review and Approval of Implementation Report	16	3						
Total Hours/Class	191	45	48	25	8	26	16	10
Total Number Hours	369							
Loaded Hourly Rates	73/81	84/93	76	71	104	81	120	39
Cost/Class	13,943	3,780	3,648	1,775	832	2,106	1,920	390
Total Cost	\$28,394							

EXHIBIT E

EXHIBIT E**SCHEDULE**

DOCUMENT /EVENT	SUBMITTAL DATE	DEPARTMENT COMMENTS DUE
Existing investigation reports	Within 30 days after the effective date of the VCA	Within 20 days after the effective date of VCA for the first scheduled bridge to be retrofitted
Response to DTSC 's comments or additional sampling plan, if necessary	Within 30 days of line 1	Within 15 days of receipt of document
Implementation of sampling plan		
Sampling report	Within 30 days of sampling event	Within 15 days of receipt of Report
Soil Management Plan and Transportation Plan	Minimum of 45 days prior to beginning excavation work	Within 20 days after receipt of initial draft; 15 days for ensuing revised version
Health and Safety Plan	Minimum of 45 days prior to beginning excavation work	Within 20 days after receipt of initial draft; 15 days for ensuing revised version
Implementation of the plan	Within 30 days of the approval of all plans	DTSC oversees implementation
Implementation Report	Within 30 days after completion of work	within 21 days of receipt of document

EXHIBIT F

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA



FILED
In the office of the Secretary of State
of the State of California

JUN 2 1989

MARION FONG (U. Secretary of State)

By *[Signature]*

Deputy

EXECUTIVE ORDER D-86-90

WHEREAS, on October 17, 1989 a major earthquake occurred in Northern California, causing deaths, injuries, and widespread damage to transportation facilities and other structures; and

WHEREAS, an independent Board of Inquiry was formed in November 1989 to investigate the reasons for the collapse of transportation structures and to recommend actions to reduce the danger of tragic structural failures in future earthquakes; and

WHEREAS, the Board of Inquiry found that there is a high probability that one or more major earthquakes will strike heavily populated areas in Northern and Southern California in the future; and

WHEREAS, California's state of earthquake readiness needs improvement to better protect the public safety and our economy from potentially serious impacts of future earthquakes;

NOW, THEREFORE, I, GEORGE DEUKMEJIAN, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and Statutes of the State of California, do hereby issue this Order, to become effective immediately:

1. It is the policy of the State of California that seismic safety shall be given priority consideration in the allocation of resources for transportation construction projects, and in the design and construction of all state structures, including transportation structures and public buildings.
2. The Director of the Department of Transportation shall prepare a detailed action plan to ensure that all transportation structures maintained by the State are safe from collapse in the event of an earthquake and that vital transportation links are designed to maintain their function following an earthquake. The plan should include a priority listing of transportation structures which will be scheduled for seismic retrofit. The Director shall transmit this action plan to the Governor by August 31, 1990.
3. The Director of the Department of Transportation shall establish a formal process whereby the Department seeks and obtains the advice of external experts in establishing seismic safety policies, standards, and technical practices; and for seismic safety reviews of plans for construction or retrofit of complex structures. The Director shall transmit a summary of this process to the Governor by August 31, 1990.
4. The Director of the Department of Transportation shall assign a high priority to development of a program of basic and problem-focused research on earthquake engineering issues, to include comprehensive

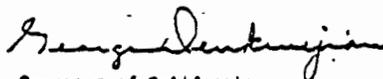
earthquake vulnerability evaluations of important transportation structures and a program for placing seismic activity monitoring instruments on transportation structures. The Director shall transmit a description of the research program to the Governor by August 31, 1990.

5. Local transportation agencies and districts are encouraged to review the findings and recommendations of the Board of Inquiry on the 1989 Loma Prieta Earthquake and to adopt policies, goals, and actions similar to those proposed for Caltrans.
6. The Director of the Department of General Services shall prepare a detailed action plan to ensure that all facilities maintained or operated by the State are safe from significant failure in the event of an earthquake and that important structures are designed to maintain their function following an earthquake. The plan should include a priority listing of facilities which will be scheduled for seismic retrofit. The plan shall further propose measures by which state agencies constructing new facilities or retrofitting existing facilities would:
 - a. be governed by the provisions of a generally accepted earthquake resistant code for new construction;
 - b. secure structural safety review and approval from the Office of the State Architect;
 - c. seek independent review of structural and engineering plans and details for those projects which employ new or unique construction technologies; and
 - d. have independent inspections of construction to insure compliance with plans and specifications.

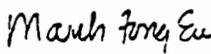
The Director shall transmit the plan to the Governor by August 31, 1990.

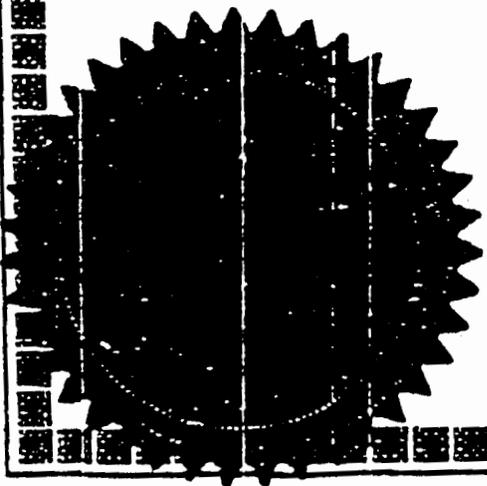
7. The Department of General Services shall, when negotiating leases of facilities for use by state employees or the public, consider the seismic condition of the facilities and shall initiate leases only for those facilities which demonstrate adequate seismic safety.
8. The Seismic Safety Commission shall review state agencies' actions in response to this executive order and the recommendations of the final report of the Board of Inquiry and provide a report to the Governor on the adequacy and status of actions taken by December 1, 1990.
9. The University of California and the California State University shall give priority consideration to seismic safety in the allocation of resources available for construction projects. The University of California and the California State University shall prepare and transmit to the Governor by August 31, 1990 a description of their plans to increase seismic safety at facilities which they maintain or operate.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 2nd day of June 1990.


Governor of California

ATTEST:


Secretary of State





Department of Toxic Substances Control



Jesse R. Huff, Director
700 Heinz Avenue, Bldg. F, Suite 200
Berkeley, California 94710-2721

Gray Davis
Governor

Winston H. Hickox
Secretary for
Environmental
Protection

January 25, 1999

RECEIVED
JAN 27 1999
B. QUAN

DM

Mr. Denis Mulligan
California Department of Transportation
P.O. 23660
Oakland, California 94623

Dear Mr. Mulligan:

AMENDMENT TO VOLUNTARY CLEANUP AGREEMENT FOR ASSOCIATED BRIDGES

Enclosed please find a fully executed copy of the Amendment to Voluntary Cleanup Enforceable Agreement No. HSA 97/98-024. I appreciate your prompt response. If you have any questions regarding the attached amendment, please contact me at (510) 540-3843 or the Project Manager assigned to your project.

Sincerely,

Barbara J. Cook, P.E.
Northern California - Coastal Cleanup
Operations Branch
Site Mitigation Program

Enclosure

cc: Robert P. Hoffman
Chief Counsel
Department of Toxic Substances Control
P.O. Box 806
Sacramento, California 95812-0806

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	
)	
Carquinez Bridge)	
Benicia-Martinez Bridge)	
SF-Oakland Bay Bridge	)	AMENDMENT TO VOLUNTARY
Richmond-San Rafael Bridge	)	CLEANUP AGREEMENT
	)	No. HSA 97/98-024
Project Proponent:	)	Health and Safety Code sections 25187,
	)	58009 & 58010
State of California)	
Business, Transportation and)	
Housing Agency)	
Department of Transportation)	
P.O. Box 23660)	
111 Grand Avenue)	
Oakland, California 94623-0660)	
)	
_____)	

The Voluntary Cleanup Agreement No. HSA 97/98-024 (Agreement) entered into by DTSC and the California Department of Transportation on September 1, 1998 is hereby amended to add the following provisions:

1. The Agreement is entered into by the Department of Toxic Substances Control (DTSC) and the California Department of Transportation pursuant to Health and Safety Code sections 25187, 58009 and 58010.

2. DTSC hereby makes the following Findings of Fact and Conclusions of Law:

a. There is, has been or may have been a release of hazardous waste or constituents from the Carquinez Bridge 1958 Bridge located on eastbound Interstate 80 connecting Crockett and Vallejo, California; Benicia-Martinez Bridge located on Interstate 680 connecting Benicia and Martinez, California; SF-Oakland Bay Bridge, West Span located on Interstate 80 between Yerba Buena Island and San Francisco; and Richmond -San Rafael Bridge located on Interstate 580 between Point Richmond and San Quentin, California (each, hereinafter referred to as "facility"). The facility is, has been or may have been used for the management of hazardous waste.

b. The California Department of is a present or prior owner, lessee, or operator of the property where the hazardous waste is located, or is a present or past generator, storer, treater,

transporter, disposer, handler of hazardous waste or a person who arranges or arranged, by contract or otherwise to handle hazardous waste.

c. The California Department of Transportation is a "person" as defined in Health and Safety Code section 25118.

d. The actions required by the Agreement are necessary to protect human health or the environment.

3. The California Department of Transportation waives any right to a hearing in this matter.

4. The effective date of this Amendment to Voluntary Cleanup Agreement No. HSA 97/98-024 is the date when it is signed by DTSC.

5. Each undersigned representative of the parties to this Amendment to Voluntary Cleanup Agreement No. HSA 97/98-024 certifies that she or he is fully authorized to enter into the terms and conditions of this Amendment to Voluntary Cleanup Agreement No. HSA 97/98-024 and to execute and legally bind the parties to this Amendment to Voluntary Cleanup Agreement No. HSA 97/97-024.

6. This Amendment to Voluntary Cleanup Agreement No. HSA 97/98-024 may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Barbara J. Cook
Barbara J. Cook, Chief
Site Mitigation Branch
Department of Toxic Substances Control

Date: 1/21/99

Denis Mulligan
(signature)
Name: DENIS MULLIGAN

Date: 1/19/99

Title: District Division Chief
For: California Department of Transportation