

**STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

In the Matter of:)	Docket No. HSA-A 01/02-080
)	
Marina Bay Parcels F, FM & T)	Cleanup Loans and Environmental
Schooner Drive, Regatta Drive, and)	Assistance to Neighborhoods Program
Marina Bay Parkway)	(CLEAN) Response Action Agreement
Richmond, California 94804)	
)	Health and Safety Code
Borrower:)	Section 25355.5(a)(1)(C))
)	and 25395.25(b)
Richmond Redevelopment Agency)	
330 - 25 th Street)	
Richmond, California 94804)	
_____)	

I. INTRODUCTION

1.1. **Parties.** The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) hereby enters into this Cleanup Loans and Environmental Assistance to Neighborhoods Program (CLEAN) Response Action Agreement (the “Agreement”) with the Richmond Redevelopment Agency (“Borrower”).

1.2. **Property.** This Agreement applies to Parcels F, FM and T (herein collectively referred to as the “Property”), located at the Marina Bay Development Project (the “Site”) in Richmond, Contra Costa County, California 94804. Parcels F, FM and T are not identifiable by specific Assessor’s Parcel numbers. A diagram of the Property and a location map are attached as Exhibit A and Exhibit B.

1.3. **Jurisdiction.** This Agreement is entered into by DTSC and Borrower pursuant to Health and Safety Code (H&SC) sections 25355.5(a)(1)(C) and 25395.25(b).

1.3.1 H&SC section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with Borrower to oversee the characterization and cleanup of Property.

1.3.2 H&SC section 25395.25(b) requires that the recipient of a loan under the Cleanup Loans and Environmental Assistance to Neighborhoods Program enter into an agreement with DTSC for the oversight and approval of response actions at Property.

1.4. **Purpose.** Borrower has applied for a loan from the Cleanup Loans and Environmental Assistance to Neighborhoods Account. Borrower must enter into an agreement with DTSC for the oversight and approval of response actions at Property as a condition of the loan. The purpose of this Agreement is for Borrower to perform actions necessary to respond to the release or threatened release of hazardous materials at Property, subject to the oversight and approval of DTSC.

II. BACKGROUND

2.1. Ownership. The Richmond Redevelopment Agency is the current owner.

2.2. Substances Found at the Property. Reports containing the results of environmental media sampling conducted at the Property indicate that the soil and groundwater are contaminated with hazardous materials. Soils on all three parcels contain lead and petroleum hydrocarbons. Groundwater contains petroleum hydrocarbons. Soil on Parcel T also contains paint debris and an alkaline powder. Soil on Parcel FM also contains naphthalene, benzo(a)fluoranthene, benzo(a)anthracene, and pyrene. The Preliminary Endangerment Assessment (hereinafter referred to as PEA) or equivalent documents indicate that response actions are needed at the property.

2.3. Physical Description.

2.3.1. Parcel F is approximately 3 acres in size and is vacant, except for a paved parking lot on the southwest portion of the parcel. It is bounded to the south by Village Drive and Parcel FM, to the northwest by Regatta Square and Parcel G, and to the northeast by Schooner Drive and Parcels H and I.

2.3.2. Parcel FM is located on the south side of Village Drive. It is an approximately 4.4 acre vacant parcel adjacent to the waterfront in the northwest corner of Marina Bay. This parcel is bounded on the east by Marina Green Park (Parcel K).

2.3.3. Parcel T is located along the South Shore of Marina Bay. A small vacant office building currently exists on the west side of the parcel.

2.4. Property History.

2.4.1. Parcel F. This parcel was filled during World War II using dredge materials. Buildings on Parcel F during and after World War II included a pipe shop, a brass pipe shop, a yard office, an acetylene house, a building for deck house assembly, and a first aid station. The pipe shop building was used as a charcoal warehouse until 1950; it was vacant between 1950 and 1975, and was occupied by Richmond Export Services beginning in 1975. The pipe shop was removed sometime between 1977 and 1979.

2.4.2. Parcel FM. This parcel was filled during World War II using dredge materials.

2.4.3. Parcel T. This parcel was formerly tidal mud flats and salt marsh which were filled with dredge materials and imported fill to accommodate World War II shipbuilding activities. From 1942 through 1943, a slurried calcium hydroxide and calcium carbonate material was placed in the central portion of parcel T, extending to the west onto adjacent parcels. The material was reportedly a byproduct of acetylene welding gas production. In about 1957, Peter Kiewit and Sons Construction Company leased most of the South Shore area for a concrete casing operation.

III. AGREEMENT

3.0 IT IS HEREBY AGREED THAT DTSC will provide review and oversight of the response activities conducted by the Borrower in accordance with the Scope of Work contained in

Exhibit C. The Borrower shall conduct the activities in the manner specified herein and in accordance with the schedule specified in Exhibit D. 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. Where applicable, work shall also be performed consistent with Chapter 6.5, Division 20 of the H&SC (commencing with Section 25100 et seq.).

3.1. Scope of Work and DTSC Oversight. DTSC shall review and provide Borrower with written comments on all Borrower 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 Agreement Managers. Barbara J. Cook, P.E., Chief, Northern California - Coastal Cleanup Operations Branch is designated by DTSC as its Manager for this Agreement. Gary Hembree is assigned by Borrower 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.

3.3 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:

3.3.1 To DTSC:
Barbara J. Cook
Attn: Jacinto Soto
Department of Toxic Substances Control
Site Mitigation Program
700 Heinz Avenue, Suite 200
Berkeley, California 94710

3.3.2 To Borrower:
Gary Hembree
Richmond Redevelopment Agency
330 25th Street
Richmond, CA 94804

Copy to:
Robert Doty
Cox, Castle & Nicholson, LLP
505 Montgomery Street, 20th Floor
San Francisco, California 94111

3.4 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 human health or safety or the environment, DTSC may (a) return comments to Borrower with recommended changes; or (b) modify the document as deemed necessary and approve the document as modified.

3.5 Communications. All DTSC approvals and decisions made regarding submittals and notifications will be communicated to Borrower 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 Borrower shall be construed to relieve Borrower of the obligation to obtain such written approvals.

3.6 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 Property or in the surrounding area or to the environment, DTSC may order Borrower to stop further implementation of this Agreement for such period of time as may be needed to abate the endangerment.

3.7 Liability for Costs. Borrower is liable for all of DTSC's costs that have been incurred in taking response actions at the Property (including costs of overseeing response actions performed by the Borrower and costs to be incurred in the future).

3.7.1. Response Actions Subject to the CLEAN Loan and to this Agreement. Notwithstanding Borrower's liability for DTSC's costs, Borrower is not responsible for paying DTSC's costs associated with the oversight of response actions at the Property that are subject to the CLEAN Loan and this Agreement, if DTSC determines that there are sufficient funds in the Cleanup Loans and Environmental Assistance to Neighborhoods Account established pursuant to Health and Safety Code section 25395.20(b)(Account) to reimburse DTSC for its oversight costs. If DTSC determines that the Account has insufficient funds to pay for the costs associated with the oversight of response actions subject to the CLEAN Loan and this Agreement, Borrower shall pay DTSC for all of these costs.

3.7.2. Response Actions Not Subject to the CLEAN Loan but Subject to this Agreement. If the Borrower performs response actions on the Property that are not subject to the CLEAN loan but are subject to this Agreement, the Borrower shall pay DTSC for all of DTSC's costs associated with those response actions.

3.8 Payment of Costs. DTSC may bill Borrower for costs incurred in taking response actions at the Property prior to the effective date of this Agreement. DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement for those response actions not addressed by the CLEAN Loan but subject to this Agreement, if applicable. In addition, in the event that DTSC determines that funds in the Account are insufficient, as outlined in Section 3.7, DTSC will bill Borrower quarterly for its response costs incurred after the effective date of this Agreement.

Borrower shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Borrower pursuant to this Agreement shall be by cashier's or certified check made payable to DTSC, and shall bear on the face, the project code of the Property (Calsites Site Code: 206001) and the Docket number of the Agreement. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Agreement.

3.9 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 materials site cleanup. Borrower shall submit: a) the name and address of the project coordinator; and b) in order to demonstrate expertise in hazardous materials site cleanup, the resume of the coordinator. Borrower 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.

3.10 Access. Borrower shall provide or obtain access to the Property 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 Property at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Property; reviewing the progress of Borrower in carrying out the terms of this Agreement; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Borrower.

3.11 Sampling, Data and Document Availability. When requested by DTSC, Borrower shall make available to DTSC, and shall provide copies of, all data and information concerning contamination at the Property, 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.

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

3.13 Notification of Environmental Condition. Borrower 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, Borrower shall furnish a report to DTSC, signed by Borrower's Agreement Manager, setting forth the events which occurred and the measures taken in the response thereto.

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

3.15 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.

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

3.17 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.

3.18 Borrower 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 Borrower'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 Property.

3.19 Government Liabilities. The State of California (State) shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Borrower 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 Borrower or its agents in carrying out the activities pursuant to this Agreement.

3.20 Third Party Actions. In the event that Borrower is a party to any suit or claim for damages or contribution relating to the Property to which DTSC is not a party, Borrower shall notify DTSC in writing within ten (10) days after service of the complaint in the third-party action.

3.21 Reservation of Rights. DTSC and Borrower reserve the following rights.

3.21.1 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.

3.21.2 Nothing in this Agreement shall constitute or be construed as a waiver of Borrower'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 Borrower may have against any "person", as defined in Section 101(21) of CERCLA, or H&SC section 25319, that is not a signatory to this Agreement.

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

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

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

3.24 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.

3.25 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 Property shall alter any signatory's responsibilities under this Agreement.

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

3.27 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.

3.28 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.



Authorized Signor For
Northern California-Coastal Cleanup Operations Branch
Site Mitigation Program
Department of Toxic Substances Control

August 1, 2002
Date



Authorized Signor For
Richmond Redevelopment Agency
330 25th Street
Richmond, California 94804

7/23/02
Date



Chairperson
Richmond Redevelopment Agency
330 25th Street
Richmond, California 94804

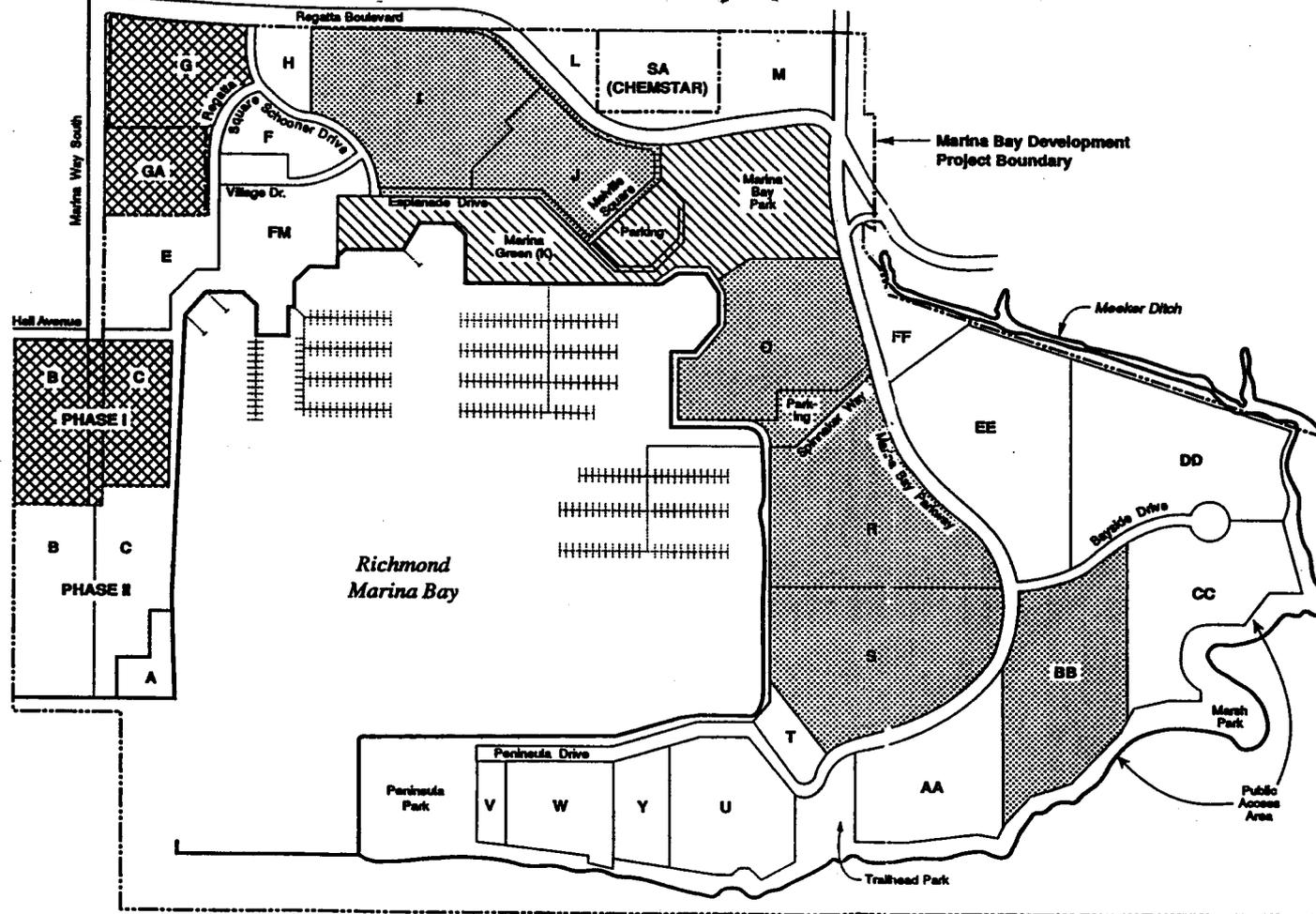
7/23/02
Date

EXHIBITS

1. Property Diagram
2. Property Location Map
3. Scope of Work
4. Calendar of Tasks and Schedule

EXHIBIT A
PROPERTY DIAGRAMS

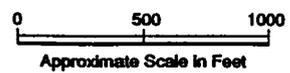
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EXPLANATION

- AA Parcel Designation
- Currently Developed Residential Parcels
- Currently Developed Commercial Parcels
- Currently Developed Public Parcels
- Undeveloped or Development In Progress

NOTE: The status of parcels is current as of April 1991.



RICHMOND INNER HARBOR



Harding Lawson Associates
Engineering and
Environmental Services
DRAWN CSNc
JOB NUMBER 8003.179.02

Site Map
Remedial Action Plan
Marina Bay Development
Richmond, California

APPROVED
RLA

DATE
1/91

REVISED DATE

PLATE

2

EXHIBIT B
PROPERTY LOCATIONS

|
|

EXHIBIT C SCOPE OF WORK

TASK 1.

Submittal of Existing Data. Borrower will submit to DTSC all background information, sample analysis results, environmental assessment reports, and any other information pertinent to the hazardous material management and/or release, characterization and cleanup of the Property which has not been previously submitted to DTSC. DTSC will review the information, identify areas and media of concern, and determine the additional work, if any, required to complete the investigation/remediation of the Property.

TASK 2.

Sampling and Analysis

2.1 Sampling and Analysis Workplan. Borrower will submit a workplan that describes the activities proposed to characterize the area beneath concrete slabs in the southeastern corner of Parcel T to determine if there are underground tanks present. The workplan should include a health and safety plan, quality assurance/quality control plan, sampling plan, and implementation schedule.

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

2.3 Property Characterization Report.

2.3.1 Borrower will submit a Property Characterization Report that at a minimum presents the data, summarizes the findings of the activities conducted under Task 2.2, validates all data, and includes recommendations and conclusions.

2.3.2 Borrower will submit the information requested in DTSC's May 2001 comments on the Supplemental Subsurface Investigation, Areas F/FM - North Shore Area Report dated March 13, 2001.

TASK 3.

Removal Actions. Borrower shall undertake removal actions, if DTSC determines that they are necessary to mitigate the release of hazardous materials at or emanating from the Property. DTSC may require Borrower to submit a workplan that includes an implementation schedule for DTSC's approval. A removal action workplan (pursuant to Health and Safety Code section 25323.1) may be required. Either DTSC or Borrower may identify the need for removal actions.

TASK 4.

Remedial Design and Implementation Plan. Borrower will prepare and submit a Remedial Design and Implementation Plan (RDIP) in accordance with the agreed upon

schedule contained in Exhibit D. The RDIP shall contain:

- (a) clear and concise description of the response actions required to address the releases of hazardous substances on Parcels F, FM and T;
- (b) technical and operational plans and engineering designs for implementation of the remedial action alternative(s);
- (c) a schedule for implementing the construction phase;
- (d) a description of the construction equipment to be employed;
- (e) a site specific hazardous waste transportation plan;
- (f) the identity of any contractors, transporters and other persons conducting the removal and remedial activities for the Property;
- (g) post-remedial sampling and monitoring procedures for air, soil, surface water and groundwater;
- (h) operation and maintenance procedures and schedules; and
- (i) a health and safety plan.

TASK 5.

Remedial Action Plan Modification. DTSC approved an existing Final Remedial Action Plan (RAP) for the Marina Bay Site on May 23, 1993. The RAP sets forth appropriate steps to remedy soil, surface water and groundwater contamination at the Marina Bay Site. As required in the RAP, additional sampling and analytical data were collected for Parcels F, FM and T. Based upon the additional site characterization data, Borrower has indicated that the response actions proposed in the RAP for Parcels F, FM and T may need to be specified and/or modified. DTSC will evaluate the information submitted in the Remedial Design and Implementation Plan and determine whether the changes proposed are minor, significant and/or fundamental. Based upon DTSC's evaluation, Borrower will prepare the documentation identified by DTSC as necessary to modify the RAP (which approved modification shall then become part of the Final RAP). This shall include preparation of a schedule for implementation of all proposed removal and remedial actions.

TASK 6.

California Environmental Quality Act (CEQA). Based on the results of the draft Initial Study, DTSC will prepare the necessary CEQA documents. If required, Borrower shall submit the information necessary for DTSC to prepare these documents.

TASK 7.

Implementation of Final RAP. Upon DTSC approval of the RDIP and schedule, Borrower shall implement the Final RAP as approved in accordance with the approved RDIP and schedule.

TASK 8.

Changes During Implementation of the Final RAP. During implementation of the Final RAP and RDIP, DTSC may specify such additions, modifications and revisions to the RDIP as deemed necessary to protect human health and safety or the environment or to implement the Final RAP.

TASK 9.

Public Participation/Community Relations.

9.1 Borrower shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with H&SC sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

9.2 Borrower has developed, and DTSC has approved, a Public Participation Plan (PPP) for the Marina Bay Site which describes how the public and adjoining community will be kept informed of activities conducted at the Property and how Borrower will be responding to inquiries from concerned citizens.

9.3 Borrower shall implement any of the public participation support activities identified in the PPP at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

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

9.5 Borrower shall conduct the necessary public participation activities identified by DTSC for the document modifying the RAP.

TASK 10.

Operation and Maintenance (O&M). Borrower shall comply with all operation and maintenance requirements in accordance with the Final RAP and RDIP. Borrower shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Property.

TASK 11.

Land Use Restrictions. The parties agree that land use restrictions (also known as Adeed restrictions[®]) may be necessary to ensure full protection of the environment and human health. DTSC may require such land use restrictions in the document modifying the Final RAP. In that event, Borrower agrees to sign and record the land use restrictions approved by DTSC. If Borrower is not the current landowner, Borrower agrees to secure recordation by the landowner of such land use restrictions approved by DTSC.

TASK 12.

Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the Final RAP shall be left in place and operated by Borrower until and except to the extent that DTSC authorized Borrower in writing to discontinue, move or modify some or all of the remedial technology because Borrower has met the criteria specified in the Final RAP for its discontinuance, or because the modifications would

better achieve the goals of the Final RAP.

TASK 13.

Quality Assurance/Quality Control (QA/QC) Plan. All sampling and analysis conducted by Borrower under this Agreement shall be performed in accordance with a QA/QC Plan submitted by Borrower and approved by DTSC. The QA/QC Plan will describe:

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

TASK 14.

Health and Safety Plan. Borrower 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 Property 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.

EXHIBIT D1

Calendar of Tasks and Schedule Areas F & FM - North Shore Areas Marina Bay Redevelopment Richmond, California

TASKS	SCHEDULE
<p>Task F2 - Response to DTSC Comments F2a) Borrower submits information requested in DTSC's May 2001 comments on the Supplemental Subsurface Investigation, Areas F&FM, North Shore Areas Report dated March 13, 2001</p>	<p>F2a) Within 30 days of Agreement execution</p>
<p>Task F3 - Removal Actions F3a) Removal Action Workplan F3b) Removal Action Implementation</p>	<p>None currently identified Not currently contemplated</p>
<p>Task F4 - Design/Implementation Plan F4a) Borrower to submit Remedial Design & Implementation Plan F4b) DTSC approval of Remedial Design & Implementation Plan</p>	<p>F4a) Within 90 days of Agreement execution F4b) Within 15 days of DTSC approval of final document modifying the RAP (Task F5f) DTSC shall approve RDIP or issue letter outlining deficiencies.</p>
<p>Task F5 - Modification of RAP F5a) DTSC determines the type of document required to modify the RAP F5b) Borrower submits document modifying the RAP for DTSC review F5c) Borrower submits draft Fact Sheet and public notice (if required) F5d) Hold public meeting (if required) F5e) Borrower to submit responses to comments received during the public comment period F5f) Borrower submits final copy of document modifying the RAP</p>	<p>F5a) Within 45 days of submittal of the RDIP F5b) Within 30 days of DTSC determination of type of document required F5c) Concurrent with submittal of the document modifying the RAP F5d) During the RAP comment period F5e) Within 15 days of close of the public comment period F5f) Within 15 days of DTSC letter notifying Borrower of final changes</p>
<p>Task F6 - CEQA F6a) Borrower to submit any requested information for the CEQA Initial Study</p>	<p>F6a) Within 30 days of DTSC's determination of type of document required to modify the RAP</p>

EXHIBIT D1
Calendar of Tasks and Schedule
Areas F & FM - North Shore Areas
Marina Bay Redevelopment
Richmond, California

TASKS	SCHEDULE
<p>Task F7 - Remedial Action Implementation</p> <p>F7a) Borrower to implement approved remedial action</p> <p>F7b) Borrower to submit draft Implementation Report</p>	<p>F7a) In accordance with the schedule in the approved remedial design and implementation plan</p> <p>F7b) Within 45 days of completion of field activities</p>
<p>Task F10 - Operation and Maintenance</p> <p>F10a) Borrower to submit Operation and Maintenance (O&M) Plan (if required)</p> <p>F10b) DTSC will draft O&M Agreement (if required)</p>	<p>F10a) Concurrent with Implementation Report</p> <p>F10b) Within 30 days after DTSC receipt of the O&M Plan</p>
<p>Task F11 - Land Use Restrictions</p> <p>F11a) DTSC to draft deed restriction</p> <p>F11b) Borrower to record land use controls</p>	<p>F11a) Within 30 days of submittal of Implementation Report</p> <p>F11b) Within 10 days of DTSC's approval of the land use controls</p>

EXHIBIT D2
Calendar of Tasks and Schedule
Area T - South Shore Areas
Marina Bay Redevelopment
Richmond, California

TASKS	SCHEDULE
<p>Task T2 - Sampling & Analysis Workplan</p> <p>T2a) Borrower submits draft Workplan T2b) Borrower implements fieldwork T2c) Borrower submits draft Sampling & Analysis Report</p>	<p>T2a) No later than 60 days of Agreement execution T2b) In accordance with Workplan schedule T2c) Within 30 days of completion of field work</p>
<p>Task T3 - Removal Actions</p> <p>T3a) Removal Action Workplan T3b) Removal Action Implementation</p>	<p>T3a) None currently identified T3b) Not currently contemplated</p>
<p>Task T4 - Design/Implementation Plan</p> <p>T4a) Borrower to submit Remedial Design & Implementation Plan T4b) DTSC approval of Remedial Design & Implementation Plan</p>	<p>T4a) Within 60 days of submittal of the Sampling and Analysis Report T4b) Within 15 days of DTSC approval of final document modifying the RAP (Task T5f), DTSC shall approve RDIP or issue comment letter outlining deficiencies.</p>
<p>Task T5 - Modification of RAP</p> <p>T5a) DTSC determined the type of document required to modify the RAP T5b) Borrower submits document modifying the RAP for DTSC review T5c) Borrower submits draft Fact Sheet and public notice (if required) T5d) Hold public meeting (if required) T5e) Borrower submits responses to comments received during the public comment period T5f) Borrower submits final copy of document modifying the RAP</p>	<p>T5a) Within 45 days of submittal of the RDIP T5b) Within 30 days of DTSC determination of type of document required T5c) Concurrent with submittal of the document modifying the RAP T5d) During the RAP comment period T5e) Within 15 days of close of the public comment period T5f) Within 15 days of DTSC letter notifying Borrower of final changes</p>
<p>Task T6 – CEQA</p> <p>T6a) Borrower to submit any requested information for the CEQA Initial Study</p>	<p>T6a) Within 30 days of DTSC's determination of type of document required to modify the RAP</p>

EXHIBIT D2
Calendar of Tasks and Schedule
Area T
South Shore Areas
Marina Bay Redevelopment
Richmond, California

TASKS	SCHEDULE
<p>Task T7 - Remedial Action Implementation</p> <p>T7a) Borrower to implement approved remedial action</p> <p>T7b) Borrower to submit draft Implementation Report</p>	<p>T7a) In accordance with the schedule in the approved remedial design and implementation plan</p> <p>T7b) Within 45 days of completion of field Activities</p>
<p>Task T10 - Operation and Maintenance</p> <p>T10a) Borrower to submit Operation and Maintenance (O&M) Plan (if required)</p> <p>T10b) DTSC will draft O&M Agreement (if required)</p>	<p>T10a) Concurrent with Implementation Report</p> <p>T10b) Within 30 days after DTSC receipt of the O&M Plan</p>
<p>Task T11 - Land Use Restrictions</p> <p>T11a) DTSC to draft deed restriction</p> <p>T11b) Borrower to record land use controls</p>	<p>T11a) Within 30 days of submittal of Implementation Report</p> <p>T11b) Within 10 days of DTSC's approval of the land use controls</p>