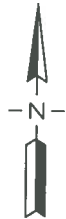
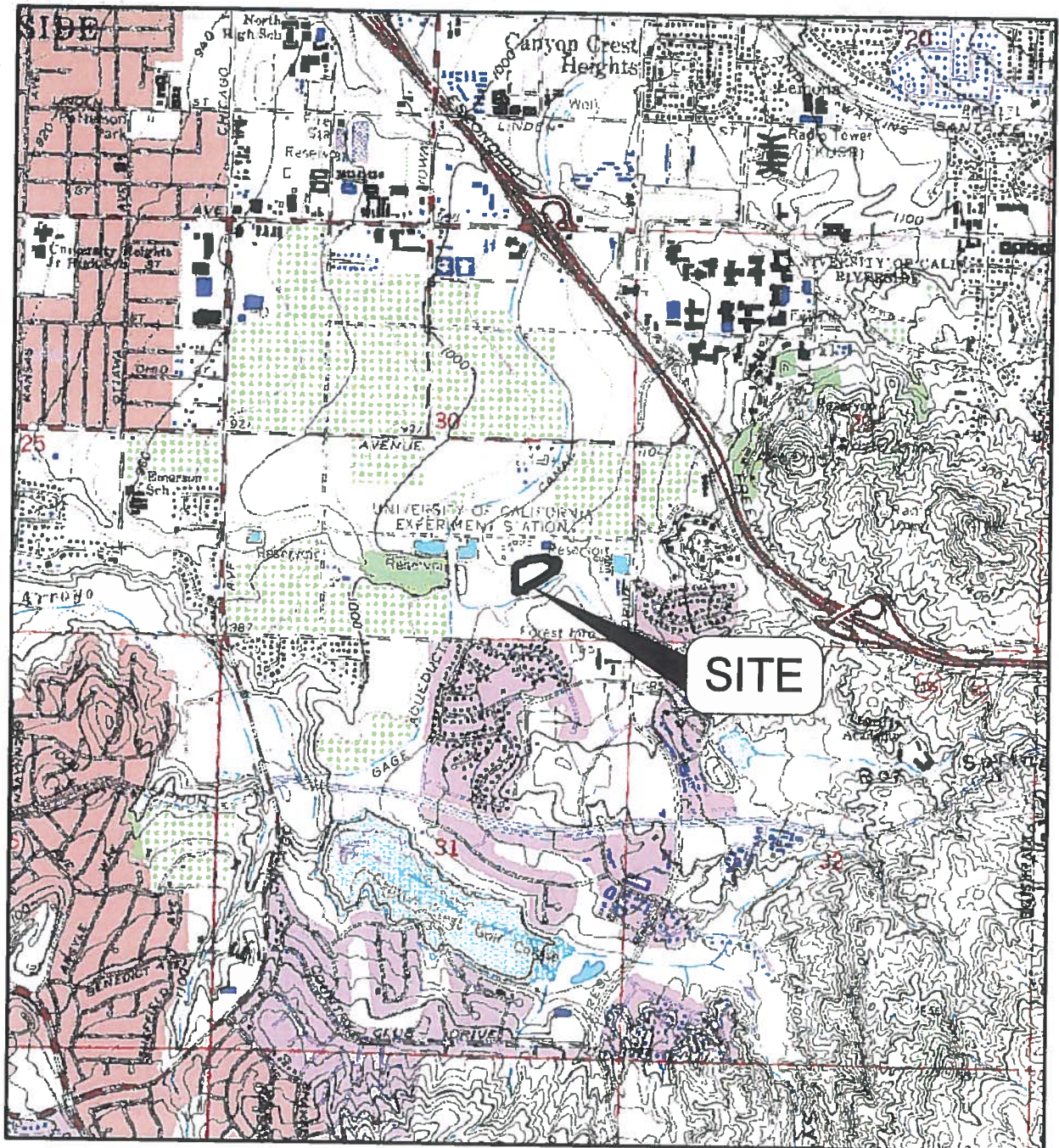


APPENDIX A

Figures



0 1000 2000
 APPROXIMATE SCALE IN FEET

BASEMAP MODIFIED FROM U S G S 7 5 MINUTE QUADRANGLE
 MAP RIVERSIDE EAST 1987, CALIFORNIA. PHOTO-REVISED 1980.

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SITE LOCATION MAP

UC RIVERSIDE PESTICIDE WASTE PITS
 Riverside, California

Figure By pah	Project No. 4528.002
Date 8/31/05	Figure 1

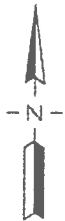


EXPLANATION

- MW-1 MONITORING WELL LOCATION
- PC-1A PIEZOMETER WELL LOCATION
- APPROXIMATE LIMIT OF REMEDIATION EXCAVATION

NOTE:

ALL LOCATIONS ARE APPROXIMATE



BASEMAP MODIFIED FROM NINYO & MOORE
SITE PLAN DATED AUGUST 2001

WELL LOCATION MAP

UC RIVERSIDE PESTICIDE WASTE PITS
Riverside, California



Figure By pah	Project No 4528.002
Date 9/1/05	Figure 2

APPENDIX B

Operation and Maintenance Agreement

In the matter of:)	Docket No. HSA-A 05/06 - 163
The Regents of the University)	
of California.)	
)	
900 University Avenue)	ENFORCEABLE AGREEMENT
Riverside, California 92521.)	
Parcel # 253-090-008-5)	
Pesticide Pits)	Health and Safety Code
A Hazardous Waste Site)	Section 25355.5(a)(1)(C)
_____)	

AGREEMENT
 OPERATION AND MAINTENANCE
 The Regents of the University of California
 University of California Riverside
 900 University Avenue
 Pesticide Pits, Parcel # 253-090-008-5
 Riverside, California

This Agreement is made and entered into, by and between the State of California Department of Toxic Substances Control ("Department") and the Regents of the University of California, University of California Riverside, ("University") 900 University Avenue, Pesticide Pits, Parcel # 253-090-008-5, Riverside, California.

WHEREAS:

1.0 Certain operation and maintenance of the groundwater monitoring system remains to be performed on the Pesticide Pits, Parcel # 253-090-008-5, Riverside, California (Site) for the monitoring and, if required, remediation of groundwater beneath the Site. Also, certain management of soil remains to be performed on said Site. The Site is currently owned by University.

The Site is located at 1060 Martin Luther King Jr. Avenue, Riverside, California in Riverside County. A Site location map and assessor's parcel map are attached as

Exhibit A. The legal description and a sketch of the Site are also included in Exhibit A. A Site map showing the locations of groundwater monitoring wells and piezometers is attached as Exhibit B. A Groundwater Operation and Maintenance Plan (OMP) is attached as Exhibit C. A Soil Management, Implementation and Enforcement Plan (SMIEP) is attached as Exhibit D.

AGREEMENT

The parties hereto, based upon the foregoing and in exchange for the mutual performances and forbearances described below, agree as follows:

2.0 Obligations of University

2.1 Implementation of Groundwater Operation and Maintenance Plan and Soil Management, Implementation and Enforcement Plan. University shall implement the Groundwater Operation and Maintenance Plan (OMP) dated August, 2005 and shown as Exhibit C for the monitoring of groundwater at the Site. University shall also implement the Soil Management, Implementation and Enforcement Plan dated August, 2005 and shown as Exhibit D for the management of soil at the Site. The groundwater monitoring systems shall be left in place and operated by University until and except to the extent that the Department authorizes University in writing to discontinue, move or modify some or all of the groundwater monitoring systems because University has demonstrated that groundwater quality meets the cleanup goals for the site or it has been demonstrated that the maximum achievable cleanup has occurred. Groundwater cleanup goals are defined as the current maximum contaminant levels (MCLs) promulgated by the California Department of Health

Services (DHS).

2.3 Modifications. University shall give the Department at least sixty (60) days advance written notice prior to the intended date of any proposed modifications, discontinuation or other disruption of the groundwater monitoring systems. The written notice shall be sent by certified mail to the Department at the address shown in Paragraph 8.0 of this Agreement. The written notice to the Department shall include a detailed description of the work to be done or modifications to be made and a map showing the exact location of the proposed work and the reasons for modification, disruption or discontinuation. University shall not modify the groundwater monitoring system without approval from the Department.

2.4 Environmental Monitoring. University shall implement the OMP and reporting requirements approved by the Department. The current monitoring plan requires semi-annual groundwater sampling from wells located near the property as shown in Exhibit B. DTSC reserves the right to change the frequency of required groundwater sampling, or to allow discontinuance of sampling, based on the analytical results. University shall also comply with the requirements of the SMIEP, as described in Exhibit D.

2.5 Groundwater Monitoring Reports: The University shall submit scheduled groundwater monitoring reports to the Department within one calendar month after each scheduled period ends.

2.6 Annual Summary Reports: Within thirty (30) days of the initial operation or completion of construction of the groundwater monitoring wells, and on an annual basis thereafter, University shall submit an Annual Summary Report (ASR) of its activities under the provisions of this Agreement. The ASR shall be received by the Department within one calendar month after each annual period ends and shall describe:

- a) Specific actions taken by or on behalf of University during the previous twelve months;
- b) All planned activities for the next twelve months;
- c) Any requirements under this Agreement that were not completed;
- d) Any problems or anticipated problems in complying with this Agreement; and
- e) All results of sample analyses, tests, and other data generated under the Agreement, and any significant findings from these data.
- f) Any emergency action undertaken to prevent further damage to groundwater monitoring equipment or undue exposure to human health and/or environment.

The Annual Summary Report may be submitted in combination with every other Semi-Annual Ground Water Monitoring Report.

2.7 Five-Year Review. University shall review and reevaluate the groundwater monitoring program after a period of five (5) years from the date of approval of the Site Remediation and Closure Report and, if necessary, every 5 years thereafter.

The review and reevaluation shall be conducted pursuant to Section 121 (c) of the

Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act (SARA) of 1986, Pub. L. 99-499. Within thirty (30) calendar days before the end of the 5 year period, University shall submit a Draft Five-Year Review Report (FYRR) including recommendations based on the findings of the five-year review to the Department for review and approval. Within sixty (60) days of the Department's approval of the FYRR, the University shall provide a plan implementing the recommendations, if any, of the FYRR. Following approval of the plan, the University shall complete the recommended actions. The FYRR shall describe the results of all sample analyses, tests and other data generated or received by University, and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. If, after reviewing the FYRR the Department concludes that the concentrations of groundwater contaminants are below the MCLs or the demonstrated maximum achievable cleanup levels, the Department shall issue a No Further Action letter to University, University shall cease groundwater monitoring, and this Agreement shall terminate.

2.7 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Agreement, the University shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. The University shall take such necessary action in consultation with the Project Manager

and in accordance with all applicable provisions of this Agreement. Within seven days of the onset of such an event, University shall furnish a report to the Department, signed by University's Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that University fails to take an appropriate response and the Department takes the action instead, University shall be liable to the Department for all costs of the response action. Nothing in this section shall be deemed to limit any other notification requirement to which the University may be subject.

2.8 The University shall work cooperatively with the Department in ensuring that the affected public and community are involved in the Department's decision-making process. Any such public participation activities shall be conducted in accordance with an approved Public Participation Plan for the site, the Department's Public Participation Policy and Guidance Manual, and with the Department's review and approval. The University shall develop and submit site-specific fact sheets when closure is obtained and O&M is deemed to be no longer necessary.. University will be responsible for distribution of fact sheets using the approved community mailing list upon Department approval. In addition, University will be responsible for submitting of documents to the information repository listed in the approved Public Participation Plan for the site. Public notices and meetings may be required based on community needs and site activities.

3.0 Obligations of the Department: The Department agrees to review and oversee the measures to be performed by University pursuant to this Agreement.

4.0 Project Coordinator. The responsibilities of the University's Project Coordinator Ross Grayson, Director of Health and Safety, University of California Riverside, or his successor, will be to receive and submit all notices, comments, approvals, and other communications from and to the Department. University shall promptly notify the Department of any change in the identity of the Project Coordinator.

5.0 Project Engineer. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer or professional geologist in the State of California with expertise in hazardous substance site cleanup. Within five (5) calendar days from the date the Agreement is signed by the Department, University shall submit: a) The name and address of the project engineer chosen by the University; and b) in order to demonstrate expertise in hazardous substance cleanup, the resume of the engineer, and the statement of qualifications of the consulting firm responsible for the work. University shall promptly notify the Department of any change in the identity of the Project Engineer.

6.0 Quality Control/Quality Assurance (QC/QA). All sampling and analysis conducted by University under this Agreement shall be performed in accordance with QC/QA procedures described in the approved O&M Plan.

7.0 Submittals: All submittals and notifications from University that are required by this Agreement shall be sent simultaneously to:

Mr. Thomas M. Cota, Chief
Southern California Cleanup Operations Branch
Attn: Greg Holmes (2 copies)
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630.

and

Mr. Gerard Thibeault, Executive Officer
Attn: Mr. Kamron Saremi
Santa Ana Regional Water Quality Control Board
3737 Main Street, Suite #500
Riverside, California 92501-3339.

8.0 Communications: All approvals and decisions of the Department made regarding submittals and notifications will be communicated to University in writing by the Southern California Cleanup Operations Branch Chief, Department of Toxic Substances Control, or his/her designee. Confirmation of a designation shall be provided in writing by the Department in order to validate any approvals or decisions made by a Branch Chief's designee. No informal advice, guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writings by University shall be construed to relieve University of the obligations to obtain such formal approvals as may be required.

9.0 Department Review and Approval: (a) If the Department determines that any report, plan, schedule or other document submitted to the Department for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, the Department will notify the University of such deficiency. If the University fails to correct such deficiency within thirty (30) days, the Department may: (a) return comments to the University with

recommended changes and a date by which University must submit to the Department a revised document incorporating the recommended changes, or (b) If the University fails to respond to the recommended changes within thirty (30) days of receipt, the Department may modify the document as deemed necessary and approve the document as modified. Any modifications, comments or other directive issued pursuant to (a) or (b) above, are incorporated into this Agreement. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Agreement.

10.0 Stop Work Order. In the event that the Department determines that any activity (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, the Department may order University to stop further implementation of this Agreement for such period of time needed to abate the endangerment. In the event that the Department determines that any activities (whether or not pursued in compliance with this Agreement) are proceeding without Department authorization, the Department may order University to stop further implementation of this Agreement or activities for such period of time needed to obtain Department authorization, if such authorization is appropriate. Any deadline in this Agreement directly affected by a Stop Work Order, under this section, shall be extended for the term of the Stop Work Order.

11.0 Department Required Modifications. Under this Agreement, the Department may require modification, replacement, or additions to the groundwater monitoring

system. Should the Department require modification, replacement, or additions to remediation facilities to achieve remediation objectives or to protect public health, safety or the environment, including those identified in the Remedial Action Plan or Remedial Design, the Department shall issue an order under the Health and Safety Code. Such order may require additional evaluations, designs and the construction and operation of facilities to achieve these objectives.

12.0 Compliance With Applicable Laws: University shall carry out this Agreement in compliance with all applicable local, state, and federal requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

13.0 University Liabilities. Nothing in this Agreement shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of University. 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. Nothing in this Agreement is intended or shall be construed to limit or preclude the Department from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Agreement, University may be required to take further actions as are necessary to protect public health and the environment.

14.0 Site Access: Access to the Site shall be provided at all reasonable times to

employees, contractors and consultants of the Department. Access to all laboratory data and quality assurance/quality control information used for analyses of samples under this Agreement shall also be provided as outlined above. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that the Department or any other agency may otherwise have by operation of any law. The Department and its authorized representatives shall have the authority to enter and move freely at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytical data, and contracts relating to the Site; reviewing the progress of University in carrying out the terms of this Agreement; conducting such tests as the Department may deem necessary; and verifying the data to the Department by University. University shall ensure that no conveyance of title, easement or other interest in the property shall be executed (consummated) without incorporating the continued right of entry by the Department.

15.0 Sampling, Data and Document Availability: University shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by University or on University behalf in any way pertaining to work undertaken pursuant to this Agreement. University shall submit all such data upon the request of the Department. University shall inform the Department at least seven (7) days in advance of all field sampling under this Agreement, and shall allow the Department and its authorized representatives to take duplicates of any samples collected by University pursuant to this Agreement. University shall maintain a central repository of the data, reports, and other

documents prepared pursuant to this Agreement. Such information shall be available to the Department and its authorized representatives during normal business hours.

16.0 Record Retention. All such data, reports and other documents shall be preserved by University for a minimum of ten (10) years after the conclusion of all activities under this Agreement. If the Department requests that some or all of these documents be preserved for a longer period of time, University shall: comply with that request; deliver the documents to the Department; or permit the Department to copy the documents prior to destruction. University shall notify the Department in writing at least six (6) months prior to destroying any documents prepared pursuant to this Agreement.

17.0 Government Liabilities: The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by University, or related parties specified in paragraph 27.0, Parties Bound, 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 University or its agents in carrying out activities pursuant to this Agreement.

18.0 Additional Actions. By entering into this Agreement, the Department does not waive the right to take any further actions authorized by law.

19.0 Extension Requests. If University is unable to perform any activity or submit any document within the time required under this Agreement, University may, prior to

expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

20.0 Extension Approvals. If the Department determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. University shall comply with the new schedule, which is incorporated in this Agreement.

21.0 Cost Recovery: University is liable for all of the Department's reasonable costs incurred in responding to any new or newly discovered contamination at the Site (including the reasonable costs of overseeing response work performed by University) or reasonable costs to be incurred in the future. Cost recovery may also be pursued by the Department under CERCLA, Health and Safety Code Section 25360, or any other applicable state or federal statute or common law. The Department will invoice University for the Department's costs on a quarterly basis. Nothing in this Paragraph 21.0 shall be construed to be a waiver by University of any defenses it may have in fact or law to costs claimed by the Department.

22.0 Severability: The requirements of this Agreement are severable, and University shall comply with each and every provision hereof notwithstanding the effectiveness of any other provision.

23.0 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports,

specifications and other documents that are submitted by University pursuant to this Agreement are incorporated in this agreement upon the Department's approval or as modified pursuant to Paragraph 10.0, Department Review and Approval, and shall be implemented by University. Any noncompliance with the documents incorporated in this Agreement shall be deemed a failure or refusal to comply with this Agreement.

24.0 Modification and Termination. University may, upon written request, seek modification or termination of this Agreement at any time. In addition to modification as provided elsewhere in this Agreement, this Agreement may be modified or terminated by mutual written agreement of the parties at any time.

25.0 Dispute Resolution. University may seek resolution to a dispute which arises from a decision made by the Department's project management team related to this Agreement, including decisions made under the Modification and Termination provisions. The site mitigation project management team consists of the Project Manager, first-line supervisor (Unit Chief), the Branch Chief, and the technical assistance staff. University may seek dispute resolution in accordance with the following process:

- a. University may seek resolution from the Department's first-line supervisor (Unit Chief) who supervises the Project Manager, and then, if the issue is not resolved after review by the first-line supervisor, University may seek resolution from the second-line manager, the Branch Chief, who is responsible for overseeing site cleanup investigations or remedial actions

for the Cypress Office. If the issue is not resolved at the Branch Chief level after review of the second-line manager, University may then seek resolution from the next level of management, the Division Chief for the Statewide Cleanup Operations Division.

- b. If the issue is not resolved at the Division Chief level after review of the Division Chief, then University may seek resolution from the Office of the Deputy Director of the Site Mitigation and Brownfields Reuse Program at the Department of Toxic Substances Control. The Deputy Director will review the issues and render the Department's final decision in this process.

26.0 Time Periods: Unless otherwise specified, time periods begin from the effective date of this Agreement and "days" means calendar days.

27.0 Parties Bound: This Agreement applies to and is binding upon University and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement.

28.0 Effective Date: The effective date of this Agreement is the date of signature by the Department's authorized representative.

O&M AGREEMENT
SIGN-OFF SHEET

UNIVERSITY OF CALIFORNIA, RIVERSIDE
Site Name

Greg Holmes
Project Manager

5/9/06
Date

Greg Holmes
Unit Chief

5/9/06
Date

JMA Cate
Site Mitigation Branch Chief

5/12/06
Date

*Please sign
so I can
get a
docket #*