

## Jurek, Anne, Env. Health

---

**From:** Aubrey Cool <acool@ninyoandmoore.com>  
**Sent:** Thursday, March 23, 2017 10:11 AM  
**To:** Roe, Dilan, Env. Health  
**Cc:** Jurek, Anne, Env. Health  
**Subject:** Proposed VRAP Changes, UCSF Benioff Children's Hospital  
**Attachments:** Final Voluntary Remedial Action Agreement 7987427 v1.docx; Redline - Final Voluntary Remedial Action Agreement 7987427 v1 and RO321....docx

Hi Dilan,

We're getting moving with this project again. I attached the current versions of the VRAP. The redlined version shows the County's changes and some proposed revisions from UCSF Benioff. Please let us know if these are acceptable or send over your proposed changes.

Also, we'd like to proceed with the soil vapor investigation. Would you and Anne be available for a quick call next week with Peter Sims and I to touch base re: the status of this project and the plan going forward?

Thank you,  
Aubrey

### **Aubrey Cool, PG**

Senior Geologist

### **Ninyo & Moore**

Geotechnical & Environmental Sciences Consultants

1956 Webster Street, Suite 400 | Oakland, California 94612

(510) 343-3000 (x15202) | (510) 559-0929 (Cell) | (510) 343-3001 (Fax)

[www.ninyoandmoore.com](http://www.ninyoandmoore.com)

*30 Years of Quality Service*



---

**From:** Roe, Dilan, Env. Health [<mailto:Dilan.Roe@acgov.org>]

**Sent:** Thursday, August 18, 2016 7:02 PM

**To:** Peter Sims

**Subject:** Proposed VRAP Changes, UCSF Benioff Children's Hospital

Hi Peter:

County Counsel's review of the proposed VRAP changes is attached.

The proposed revisions include a clause that the only activities that will be done are taking two soil gas samples located at the Outpatient Clinic 2 and the service yard and specifically states that UCSF is not agreeing to do any cleanup work.

Please note that Health and Safety Code section 101480 requires that the that the agreement contain specific information including:

The remedial action agreement **shall specify the testing, monitoring, and analysis** the responsible party will carry out to determine the type and extent of the contamination caused by the released waste that is the subject of the remedial action, **the remedial actions that will be taken, and the cleanup goals** that the local officer determines are necessary to protect human health or safety or the environment, and that, if met, constitute a permanent remedy to the release of the waste.

An alternative scenario is to have UCSF do the testing first, so we know what will be required and can then add the specificity to the agreement. However, the language that states ACEH can require more/revise tasks if additional information becomes available during the clean-up would stay in the agreement.

Dilan

**Dilan Roe, P.E.**

*Program Manager – Land Use Program, Local Oversight Program, & Voluntary Remedial Action Program*

Alameda County Department of Environmental Health

1131 Harbor Bay Parkway

Alameda, CA

510.567.6767; Ext. 36767

QIC: 30440

[dilan.roe@acgov.org](mailto:dilan.roe@acgov.org)



## **VOLUNTARY REMEDIAL ACTION AGREEMENT**

This Voluntary Remedial Action Agreement ("Agreement") is between UCSF Benioff Children's Hospital Oakland ("Responsible Party") and the Alameda County Department of Environmental Health (ACDEH) and is effective on the date signed by the Director of ACDEH.

Responsible Party has completed and submitted a request form for ACDEH to provide supervision at the following location (the "Site"):

744 52<sup>nd</sup> Street  
Property Address

Oakland  
City

14-1206-31, 14-1206-32, and 14-1206-33  
APN(s)

The Parties hereby agree as follows:

1. Remedial Action. Responsible Party agrees to:
  - a. Perform the remedial actions identified in Exhibit 1 ("Actions") and other actions as may be requested by ACDEH during the term of this Agreement.
  - b. Perform all the work required by this Agreement including modifications or additions requested by ACDEH.
  - c. Timely reporting, investigation, and cleanup of soil and/or groundwater contamination in compliance with appropriate laws, regulations, and policies, as may be required relative to the Actions.
  - d. Conduct the Actions in accordance with applicable regulatory requirements and industry practices.
  - e. Conduct remedial actions that may be necessary to protect human health and the environment.
2. ACDEH Supervision. ACDEH shall review and provide written comments to Responsible Party regarding the Actions. Regardless of the level of supervision from ACDEH, the Responsible Party is responsible for all Actions related to the site. Responsible Party is also responsible for compliance with any new laws or regulations that may be applicable to the Actions during the term of this Agreement.
3. Documents.
  - a. Responsible Party hereby verifies that it has submitted to ACDEH all background information, environmental assessment reports (including Phase I Environmental

Assessment Reports), analytical results, and any other information pertinent to the

## VOLUNTARY REMEDIAL ACTION AGREEMENT

characterization and cleanup of the site ("Documents").

- b. Responsible Party hereby verifies that all submitted information and documents are current and accurate to the best of his/her knowledge. Responsible Party understands and agrees that Documents it submits must be prepared by, signed and stamped by environmental professionals who are licensed to perform these activities in California.
  - c. If any additional information becomes available, or Responsible Party becomes aware that information contained in any Document is inaccurate, it shall immediately notify ACDEH in writing.
4. **Dangerous Condition.** Responsible Party shall notify ACDEH immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Responsible Party shall immediately take remedial measures to address any immediate threat or imminent or substantial endangerment.
5. **State Enforcement Action.** Entering into this Agreement does not prevent the DTSC, the State Water Resources Control Board (State Water Board), or the Regional Water Board from taking an enforcement action to address the release.
6. **Referral of Case to DTSC or Regional Water Board.** Nothing in this Agreement prevents ACDEH, if it determines it is appropriate, from referring the site to DTSC or Regional Water Board.
7. **Electronic Submittal of Information.** This case is subject to California regulations for electronic submittal of information for all soil and groundwater cleanup cases in California (Title 23, Division 3, Chapter 30, Articles 1 and 2; Title 27, Division 3, Subdivisions 1 and 2). All required submittals must be uploaded to the State of California GeoTracker database in compliance with State Water Board (GeoTracker) requirements by specified submittal due dates. Responsible Party shall also submit all reports to the ACDEH FTP site. Detailed instructions for submission of electronic documents to the ACDEH FTP site is available on line at [http://www.acgov.org/aceh/lop/upload\\_instructions.pdf](http://www.acgov.org/aceh/lop/upload_instructions.pdf).
8. **Completion of Remedial Action.** Upon completion of the Actions, ACDEH will provide the Responsible Party with a letter stating that the Actions are complete and no further action is required (i.e. Closure Letter).
9. **Full Compliance.** Responsible Party is required to comply with all legal requirements. Entering into this Agreement with ACDEH does not affect the rights or obligations of any other agency to regulate, inspect, permit, issue violations and issue orders. Responsible Party cannot rely on this Agreement, any directions or assistance from ACDEH to avoid compliance with the law or responding to and fully cooperating with other regulatory agencies.
10. **Access to Site.** Responsible Party shall provide ACDEH full access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to ACDEH 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 ACDEH or any other agency may otherwise have by operation of law.

## VOLUNTARY REMEDIAL ACTION AGREEMENT

### 11. Payment of Cost.

- a. Fees. Pursuant to Health and Safety Code § 101490 ACDEH will charge Responsible Party for all costs including ACDEH staff time. Responsible Party agrees to promptly pay all charges
- b. Hourly Rate. The ACDEH hourly charge rate is \$174 per hour as of July 1, 2015. The hourly charge rate may be adjusted periodically to reflect program costs.
- c. Deposit. Responsible Party shall submit an initial deposit of \$6,000.00 payable to Alameda County Department of Environmental Health with the ACDEH case number (which can be found on the footer of this Agreement) and the Site address written on the check. Checks are to be mailed or delivered to the attention of ACDEH Finance Department, 1131 Harbor Bay Parkway, Alameda, CA 94502. This deposit may or may not be sufficient to provide all necessary regulatory oversight. At the request of ACDEH, Responsible Party will submit a further deposit if the funds are depleted. Additional funds, if requested, must be submitted within two (2) weeks of the request.
- d. Application of Deposit. ACDEH will apply the deposit as work is performed. If the initial fund deposit is insufficient, an additional deposit will be requested. Any unused funds will be refunded to the Responsible Party. If the reasonable and necessary costs have been expended, including staff time, prior to execution of this Agreement, ACDEH will apply the deposit to that amount first.
- e. Payment of Costs after Termination. In the event that this Agreement is terminated for any reason, the Responsible Party shall still be responsible for payment of ACDEH costs through the effective date of termination.

12. Indemnification. Responsible Party, directly or through the Site property owner, agrees to hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, their officers, agents and employees from and against any and all claims, causes of action, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in any way connected with this Agreement except where caused solely by the gross negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Responsible Party of any obligation hereunder.

### 13. Termination.

- a. ACDEH may, after giving Responsible Party adequate notice, withdraw from this Agreement at any time after making one of the following findings: (1) Responsible Party is not in compliance with this Agreement; (2) Appropriate staff resources, technical expertise, or technical capabilities are not available to adequately provide oversight of the Actions; or (3) The release of the waste that is the subject of the Action is of a sufficiently complex nature or may present such a significant potential hazard to human health or the environment that it should be referred to the Department of Toxic Substances Control (DTSC) or a California Regional Water Quality Control Board (Regional Water Board).
- b. The Responsible Party may terminate this Agreement provided: (1) the Responsible Party pays ACDEH costs through the effective date of termination; (2) The Responsible Party submits all analytical results and any other information pertinent to the characterization and cleanup of the site, as may be required, in its possession through the effective date of termination; and (3) in coordination with ACDEH, is leaving the Site in a safe condition as of the effective date of

## VOLUNTARY REMEDIAL ACTION AGREEMENT

termination including filling in any excavations, removing equipment and providing pertinent information to the Property Owner, with a copy to ACDEH.

14. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Parties relating to the subject matter of this Agreement. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both Parties.
15. Headings. Headings are for convenience of reference only and shall in no way affect interpretation of the Agreement.
16. Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

\_\_\_\_\_  
Ronald Browder, Acting Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Responsible Party)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# VOLUNTARY REMEDIAL ACTION AGREEMENT

## EXHIBIT 1

### SCOPE OF WORK

This Voluntary Remedial Action Agreement applies to 744 52<sup>nd</sup> Street, Oakland CA 94609, APNs 14-1206-31, 14-1206-32, and 14-1206-33. ACDEH will provide supervision with respect to subsurface contamination related to historic uses at the site.

Responsible Party shall complete the following tasks:

1. Submittal of Existing Data. Submit to ACDEH all background information, analytical results, environmental assessment reports including Phase I environmental assessment reports, and any other information pertinent to environmental conditions at the site.
2. Site Assessment. Conduct site assessment activities to characterize the nature and extent of contamination and to determine whether the site poses a threat to human health or the environment. These site assessment activities consist of the following: two soil gas samples located at the Outpatient Clinic 2 and the service yard. Documents which may be required as part of this site could potentially include the following:
  - Work Plans
  - Site Assessment Reports
  - Risk Assessment Reports
  - Sensitive Receptor Survey Reports
  - Conceptual Site Models
3. Remedial Actions. Remedial action may be required if the testing shows exceedances of threshold values for contamination. Documents which may be required as part of the remedial actions could potentially include the following:
  - Interim Remedial Action Work Plans
  - Feasibility Study Reports
  - Corrective Action Plans
  - Remedial Action Reports
  - Site Management Plans
4. Additional Actions. Responsible Party understands that as additional information about the waste release, site conditions, and related information becomes available, additional actions may be recommended and/or required in consultation with the Responsible Party. ACDEH will provide the information regarding additional actions through directive letters referencing this Agreement.





<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 7.5.0.148 Document comparison done on 3/22/2017 2:55:16 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Inactive	
<b>Original filename:</b> RO3211_Final Alameda County Voluntary Remedial Action AGREEMENT 2016-07-18.docx	
<b>Modified DMS:</b> iw://CCNDMS/CCNDMS/7987427/1	
<b>Changes:</b>	
<u>Add</u>	20
<del>Delete</del>	15
<i>Move From</i>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>35</b>



## VOLUNTARY REMEDIAL ACTION AGREEMENT

This Voluntary Remedial Action Agreement (“Agreement”) is between UCSF Benioff Children’s Hospital Oakland (“Responsible Party”) and the Alameda County Department of Environmental Health (ACDEH) and is effective on the date signed by the Director of ACDEH.

Responsible Party has completed and submitted a request form for ACDEH to provide supervision at the following location (the “Site”):

747744 52<sup>nd</sup> Street

Property Address

Oakland

City

~~14-1205-19-1~~

14-1206-31, 14-1206-32, and 14-1206-33

APN(s)

The Parties hereby agree as follows:

1. Remedial Action. Responsible Party agrees to:
  - a. Perform the remedial actions identified in Exhibit 1 (“Actions”) and other actions as may be requested by ACDEH during the term of this Agreement.
  - b. Perform all the work required by this Agreement including modifications or additions requested by ACDEH.
  - c. Timely reporting, investigation, and cleanup of soil and/or groundwater contamination in compliance with appropriate laws, regulations, and policies, as may be required relative to the Actions.
  - d. Conduct ~~all activities~~ the Actions in accordance with applicable regulatory requirements and industry practices.
  - e. Conduct remedial actions that may be necessary to protect human health and the environment.
2. ACDEH Supervision. ACDEH shall review and provide written comments to Responsible Party regarding the ~~proposed remedial work~~ Actions. Regardless of the level of supervision from ACDEH, the Responsible Party is responsible for all ~~actions~~ Actions related to the site. Responsible Party is also responsible for compliance with any new laws or regulations that may be applicable to the Actions during the term of this Agreement.
3. Documents.
  - a. Responsible Party hereby verifies that it has submitted to ACDEH all background information, environmental assessment reports (including Phase I Environmental Assessment Reports), analytical results, and any other information pertinent to the

## VOLUNTARY REMEDIAL ACTION AGREEMENT

characterization and cleanup of the site ("Documents").

- b. Responsible Party hereby verifies that all submitted information and documents are current and accurate to the best of his/her knowledge. Responsible Party understands and agrees that Documents it submits must be prepared by, signed and stamped by environmental professionals who are licensed to perform these activities in California.
  - c. If any additional information becomes available, or Responsible Party becomes aware that information contained in any Document is inaccurate, it shall immediately notify ACDEH in writing.
4. **Dangerous Condition.** Responsible Party shall notify ACDEH immediately upon learning of any condition that may pose an immediate threat to public health or safety or the environment. Responsible Party shall immediately take remedial measures to address any immediate threat or imminent or substantial endangerment.
  5. **State Enforcement Action.** Entering into this Agreement does not prevent the DTSC, the State Water Resources Control Board (State Water Board), or the Regional Water Board from taking an enforcement action to address the release.
  6. **Referral of Case to DTSC or Regional Water Board.** Nothing in this Agreement prevents ACDEH, if it determines it is appropriate, from referring the site to DTSC or Regional Water Board.
  7. **Electronic Submittal of Information.** This case is subject to California regulations for electronic submittal of information for all soil and groundwater cleanup cases in California (Title 23, Division 3, Chapter 30, Articles 1 and 2; Title 27, Division 3, Subdivisions 1 and 2). All required submittals must be uploaded to the State of California GeoTracker database in compliance with State Water Board (GeoTracker) requirements by specified submittal due dates. Responsible Party shall also submit all reports to the ACDEH FTP site. Detailed instructions for submission of electronic documents to the ACDEH FTP site is available on line at [http://www.acgov.org/aceh/lop/upload\\_instructions.pdf](http://www.acgov.org/aceh/lop/upload_instructions.pdf).
  8. **Completion of Remedial Action.** Upon completion of ~~remedial action~~the Actions, ACDEH will provide the Responsible Party with a letter stating that ~~actions required by this agreement~~the Actions are complete and no further action is required (i.e. Closure Letter).
  9. **Full Compliance.** Responsible Party is required to comply with all legal requirements. Entering into this Agreement with ACDEH does not affect the rights or obligations of any other agency to regulate, inspect, permit, issue violations and issue orders. Responsible Party cannot rely on this Agreement, any directions or assistance from ACDEH to avoid compliance with the law or responding to and fully cooperating with other regulatory agencies.
  10. **Access to Site.** Responsible Party shall provide ACDEH full access to the Site and take all reasonable efforts to obtain access to offsite areas to which access is necessary to implement this Agreement. Such access shall be provided to ACDEH 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 ACDEH or any other agency may otherwise have by operation of law.

## VOLUNTARY REMEDIAL ACTION AGREEMENT

### 11. Payment of Cost.

- a. Fees. Pursuant to Health and Safety Code § 101490 ACDEH will charge Responsible Party for all costs including ACDEH staff time. Responsible Party agrees to promptly pay all charges
- b. Hourly Rate. The ACDEH hourly charge rate is \$174 per hour as of July 1, 2015. The hourly charge rate may be adjusted periodically to reflect program costs.
- c. Deposit. Responsible Party shall submit an initial deposit of \$6,000.00 payable to Alameda County Department of Environmental Health with the ACDEH case number (which can be found on the footer of this Agreement) and the Site address written on the check. Checks are to be mailed or delivered to the attention of ACDEH Finance Department, 1131 Harbor Bay Parkway, Alameda, CA 94502. This deposit may or may not be sufficient to provide all necessary regulatory oversight. At the request of ACDEH, Responsible Party will submit a further deposit if the funds are depleted. Additional funds, if requested, must be submitted within two (2) weeks of the request.
- d. Application of Deposit. ACDEH will apply the deposit as work is performed. If the initial fund deposit is insufficient, an additional deposit will be requested. Any unused funds will be refunded to the Responsible Party. If the reasonable and necessary costs have been expended, including staff time, prior to execution of this Agreement, ACDEH will apply the deposit to that amount first.
- e. Payment of Costs after Termination. In the event that this Agreement is terminated for any reason, the Responsible Party shall still be responsible for payment of ACDEH costs through the effective date of termination.

12. Indemnification. Responsible Party, directly or through the Site property owner, agrees to hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, their officers, agents and employees from and against any and all claims, causes of action, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in any way connected with this Agreement except where caused solely by the gross negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Responsible Party of any obligation hereunder.

### 13. Termination.

- a. ACDEH may, after giving Responsible Party adequate notice, withdraw from this Agreement at any time after making one of the following findings: (1) Responsible Party is not in compliance with this Agreement; (2) Appropriate staff resources, technical expertise, or technical capabilities are not available to adequately provide oversight of the ~~remedial-action~~Actions; or (3) The release of the waste that is the subject of the ~~remedial action~~Action is of a sufficiently complex nature or may present such a significant potential hazard to human health or the environment that it should be referred to the Department of Toxic Substances Control (DTSC) or a California Regional Water Quality Control Board (Regional Water Board).
- b. The Responsible Party may terminate this Agreement provided: (1) the Responsible Party pays ACDEH costs through the effective date of termination; (2) The Responsible Party submits all analytical results and any other information pertinent to the characterization and cleanup of the site, as may be required, in its possession through the effective date of termination; and (3) in coordination with ACDEH, is leaving the Site in a safe condition as of the effective date of



# VOLUNTARY REMEDIAL ACTION AGREEMENT

## EXHIBIT 1

### SCOPE OF WORK

This Voluntary Remedial Action Agreement applies to 747744 52<sup>nd</sup> Street, Oakland CA 94609, APN APNs 14-120519-11206-31, 14-1206-32, and 14-1206-33. ACDEH will provide supervision ~~of the proposed residential redevelopment at the site~~ with respect to subsurface contamination related to historic uses at the site.

Responsible Party shall complete the following tasks:

1. Submittal of Existing Data. Submit to ACDEH all background information, analytical results, environmental assessment reports including Phase I environmental assessment reports, and any other information pertinent to environmental conditions at the site.
2. Site Assessment. Conduct site assessment activities to characterize the nature and extent of contamination and to determine whether the site poses a threat to human health or the environment. These site assessment activities consist of the following: two soil gas samples located at the Outpatient Clinic 2 and the service yard. Documents which may be required as part of this site could potentially include the following:
  - Work Plans
  - Site Assessment Reports
  - Risk Assessment Reports
  - Sensitive Receptor Survey Reports
  - Conceptual Site Models
3. Remedial Actions. Remedial action may be required if the testing shows exceedances of threshold values for contamination. Documents which may be required as part of the remedial actions could potentially include the following:
  - Interim Remedial Action Work Plans
  - Feasibility Study Reports
  - Corrective Action Plans
  - Remedial Action Reports
  - Site Management Plans
4. Additional Actions. Responsible Party understands that as additional information about the waste release, site conditions, and related information becomes available, additional actions ~~will~~may be recommended and/or required in consultation with the Responsible Party. ACDEH will provide the information regarding additional actions through directive letters referencing this Agreement.

