



Linda S. Adams
Secretary for
Environmental Protection



Department of Toxic Substances Control

Maureen F. Gorsen, Director
1515 Tollhouse Road
Clovis, California 93611



Arnold Schwarzenegger
Governor

August 7, 2007

Ms. Ann Jerhoff, Esq.
Director of Real Estate Legal
Home Depot U.S.A., Inc.
3800 W. Chapman Avenue
Orange, California 92868

FINAL VOLUNTARY CLEANUP AGREEMENT AMENDMENT, HOME DEPOT,
U. S. A., INC. ASSESSOR'S PARCEL NUMBER 020-120-024, 020-070-025,
020-070-027 & 044-010-031; JACKSON, CALIFORNIA

Dear Ms. Jerhoff:

The Department of Toxic Substances Control (DTSC) has enclosed a copy of the Final Voluntary Cleanup Agreement (VCA) Amendment for the proposed Home Depot site on Assessor's Parcel Numbers (APNs) 020-120-024, 020-070-025, 020-070-027 & 044-010-031 in Jackson, California. This signed copy of the Amended VCA document is the fully executed document with docket number HSA-1A 05/06-081.

If you have any questions, please call Mr. Dean Wright, Project Manager for this VCA at (916) 255-6679.

Sincerely,

Steven R. Becker, P.G., Chief
Site Evaluation and Remediation Unit

Enclosure

cc: Ms. Anna Amarandos, Esq.
Nagle law Group
7700 Irvine Center Drive, Suite 800
Irvine, California 92618

Mr. Dean Wright, P.G.
Site Evaluation and Remediation Unit
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, California 95826

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. <u>HSA-1A 05/06-081</u>
)	
Home Depot Site)	Amendment to the Voluntary
917 North Street)	Agreement
Jackson, California 95642)	
)	
Project Proponent)	Health and Safety Code
Home Depot U.S.A., Inc)	Section 25355.5(a) (1) (C)
c/o Ms. Ann Jerhoff, Esq)	
3800 W. Chapman Avenue)	
Orange, California 92868)	
_____)	

I. INTRODUCTION

1.1 Purpose. The purpose of this Amendment to the Voluntary Cleanup Agreement (Amendment) is to reflect additions to the original scope of work and cost estimates to address additional tasks which have already been completed or must be undertaken to complete the Jackson Home Depot project.

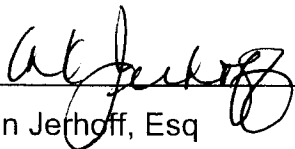
1.2 Scope of Work and DTSC Oversight. DTSC shall review and provide Proponent with written comments on all Proponent deliverables as described in Exhibit B (Scope of Work) and other documents applicable to the scope of the project. DTSC shall provide oversight of field activities, including sampling,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

1.3 Payment. This Amendment provides an estimate of DTSC's oversight costs (Exhibit A). The activities shown do not include those that were part of the original VCA. However, it does include activities which may have already been conducted to date, and additional activities leading to completion of a Removal Action Report through Certification.

The total estimated cost for the scope of work is ~~\$36,762.00~~^{Rev}
\$31,654.00

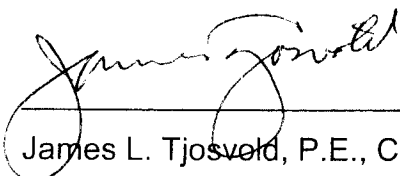
1.4 Effective Date. This Amendment shall be effective three business days following the day the last party signs the agreement.

1.5 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.



Ms. Ann Jerhoff, Esq
Director-Legal
Home Depot U.S.A., Inc

Date: July 17, 2007 *RA*



James L. Tjosvold, P.E., Chief
Northern California-Central Cleanup Operations Branch

Date: 7/24/07

EXHIBITS
HOME DEPOT
JACKSON, CALIFORNIA

A - COST ESTIMATE

B - SCOPE OF WORK

EXHIBIT A
COST ESTIMATE
HOME DEPOT
JACKSON, CALIFORNIA

**Amended
Cost Estimate
for
Proposed Home Depot Jackson California**

TASK #	SITE EVALUATION REMEDIATION UNIT										TOXICOLOGY				PUBLIC PARTICIPATION				HQ CEQA		ADMINISTRATIVE OFFICE		LEGAL		TOTAL HOURS	TOTAL ESTIMATED
	EG		SUP. EGI		SUP. HSE II		TOXICOLOGIST (SPECIALIST)		SUPERVISING TOXICOLOGIST		PUBLIC PARTICIPATION SPECIALIST		PUBLIC PARTICIPATION SUPERVISOR		AEP		TECHNICIAN (TYPING)		STAFF COUNSEL							
	Rate=\$145 (Class Code: 3756)	HRS	Rate=\$166 (Class Code: 3748)	HRS	Rate=\$182 (Class Code: 3723)	HRS	Rate=\$158 (Class Code: 7978)	HRS	Rate=\$166 (Class Code: 7844)	HRS	Rate=\$109 (Class Code: 5373)	HRS	Rate=\$125 (Class Code: 5372)	HRS	Rate=\$115 (Class Code: 4711)	HRS	Rate=\$67 (Class Code: 1139)	HRS	Rate=\$200 (Class Code: 5778)	HRS						
1	20.00	\$2,900.00	5.00	\$830.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	20.00	\$2,180.00	1.00	\$125.00	0.00	\$0.00	3.00	\$201.00	0.00	\$0.00	49.00	\$6,236.00				
2	34.00	\$4,930.00	2.00	\$332.00	1.00	\$182.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	2.00	\$134.00	0.00	\$0.00	39.00	\$5,578.00				
3	30.00	\$4,350.00	6.00	\$996.00	1.00	\$182.00	0.00	\$0.00	0.00	8.00	\$872.00	1.00	\$125.00	30.00	\$3,450.00	2.00	\$134.00	0.00	\$0.00	0.00	78.00	\$10,109.00				
4	12.00	\$1,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	12.00	\$1,740.00				
5	12.00	\$1,740.00	1.00	\$166.00	0.50	\$91.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1.00	\$67.00	0.00	\$0.00	0.00	14.50	\$2,064.00				
6	16.00	\$2,320.00	0.50	\$83.00	0.50	\$91.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1.00	\$67.00	16.00	\$1,072.00	0.00	34.00	\$3,633.00				
7	16.00	\$2,320.00	0.50	\$83.00	0.50	\$91.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	17.00	\$2,494.00				
SUBTOTAL	140.00	\$20,300.00	15.00	\$2,450.00	3.50	\$637.00	0.00	\$0.00	0.00	28.00	\$3,052.00	2.00	\$250.00	30.00	\$3,450.00	9.00	\$603.00	16.00	\$1,072.00	0.00	243.50	\$31,854.00				

Note: Hourly rates based on DTSC Contract Estimation Rates for the 2006/07 Fiscal year effective 7/1/06 for Site Mitigation and Brownfield Reuse Program.

EXHIBIT B
SCOPE OF WORK
HOME DEPOT
JACKSON, CALIFORNIA

TASK 1. Public Participation

3.4 The Proponent shall publish, in a major local newspaper(s), a public notice announcing the availability of the RAW for public review and comment. The public comment period shall last a minimum of thirty (30) days.

3.5 DTSC may require that the Proponent hold at least one public meeting to inform the public of the proposed activities and to receive public comments on the RAW/RAP.

3.6 Within two (2) weeks of the close of the public comment period, the Proponent shall prepare and submit to DTSC a draft response to the public comments received.

3.7 If appropriate, the Proponent will revise the RAW on the basis of comments received from the public, and submit the revised RAW to DTSC for review and approval. The Proponent will also notify the public of any significant changes from the action proposed in the RAW.

TASK 2. Removal Action Workplan. The Proponent will prepare a Removal Action Workplan (RAW) in accordance with Health and Safety Code sections 25323.1 and 25356.1. The Removal Action Workplan will include:

- (a) a description of the onsite contamination;
- (b) the goals to be achieved by the removal action;
- (c) an analysis of the alternative options considered and rejected and the

- basis for that rejection. This should include a discussion for each alternative which covers its effectiveness, implement ability and cost;
- (d) administrative record list; and
 - (e) a statement that the RAW serves as an equivalent document to the Engineering Evaluation/Cost Analysis document required by the National Contingency Plan.

TASK 3. California Environmental Quality Act (CEQA). In order to meet its CEQA obligation, DTSC will prepare the necessary CEQA documents or, if applicable, DTSC will work with the City of Jackson to ensure their CEQA documents are adequate for the project purposes. If required, the Proponent shall submit the information necessary for DTSC to prepare these documents.

TASK 4. Implementation of Final Removal Action Workplan. Upon DTSC approval of the final Removal Action Workplan (RAW), the Proponent shall implement the removal action, as approved. Within thirty (30) days of completion of field activities, Proponent shall submit an Implementation Report documenting the implementation of the final RAW.

TASK 5. Changes During Implementation of the Final RAW. During implementation of the final RAW, DTSC may specify such additions, modifications and revisions to the RAW as deemed necessary to protect human health and safety or the environment or to implement the RAW.

TASK 6. Deed Restrictions. The parties agree that deed restrictions or land use restrictions may be necessary to insure full protection of the environment and human health. DTSC may require such deed restriction or land use restriction in the Final RAW/RAP. Proponent agrees to sign and record the deed or land use restrictions approved by DTSC.

TASK 7. Operation and Maintenance (O&M). The Proponent shall comply with all operation and maintenance requirements in accordance with the final RAW, final RAP and/or RDIP. Proponent shall enter into an O&M Agreement, which includes financial assurance, with DTSC prior to certification of the Site.