

**TOXICHEM
Management
Systems, Inc.**

Environmental & Occupational Health Services

1562 44th Avenue
San Francisco, California 94122
(415) 681-8816 / Fax (415) 681-8132

Industrial Hygiene - Exposure Assessment
Quantitative Risk Assessment
Compliance Audits
Real Property Environmental Assessments
Remedial Investigations
Air, Soil, and Groundwater Sampling
Remedial Engineering and Construction
Regulatory Compliance and Negotiation
Litigation Support Services

January 29, 2001
Project EQ-02.1A

REPORTS

Mr. Barney M. Chan
Alameda County Health Care Services Agency
Environmental Protection Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: **Quarterly Monitoring Report - Fourth Quarter 2000**
Former Texaco Service Station
3810 Broadway, Oakland, California
Equiva Incident No. 93995026, SAP No. 128141

Dear Mr. Chan:

On behalf of Equiva Services LLC, this letter transmits the results of fourth quarter 2000 groundwater monitoring and sampling conducted at the site referenced above. This report presents an interpretation of results and recommendations and schedule for future actions. The groundwater elevation and analytical data are shown on Figures 1 and 2, respectively.

INTERPRETATION OF RESULTS

Groundwater Elevation

Groundwater monitoring and sampling data for the reporting was collected by Blaine Tech Services, Inc. on November 29, 2000. The average groundwater elevation at the site increased approximately less than 0.5 feet since the previous quarterly groundwater monitoring and sampling event, and it remains within the historical range of groundwater elevation. ~~Groundwater elevation data for Well MW-5 is no longer available. Attempts to remove the blockage caused by the property owner's contractor has damaged the casing rendering the well unusable.~~

Groundwater Flow Direction and Gradient

During the reporting quarter, the direction of groundwater flow and the groundwater gradient were not determined due to a flat gradient.

00 JAN 31 9 21:59

Analytical Results

During the reporting quarter, separate phase hydrocarbons (SPH) were not measured in any well. Overall, the dissolved groundwater concentrations appear stable with no apparent fluctuations outside historical ranges.

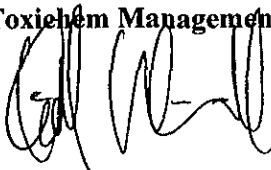
RECOMMENDATIONS AND SCHEDULE FOR FUTURE ACTIONS

1. Continue the quarterly groundwater monitoring and sampling program.
2. Resume the analysis for methyl tertiary butyl ether by EPA Method 8020 because site usage has recently changed to an operating gasoline station.
3. Initiate a pilot groundwater extraction program to remove additional hydrocarbon mass. The program will consist of using a vactruck to recover as much groundwater from Well MW-6 in one day. Two events will be scheduled before the next quarterly groundwater monitoring and sampling event. Fourth quarter 2000 and first quarter 2001 concentrations will be evaluated to determine if the pilot program had any effect on concentrations, and the results will be reported in the next quarterly report. Extracted groundwater will be disposed of at the Equilon Enterprises LLC Martinez Refinery.

If you have any questions regarding this site, please contact me at your convenience at (415) 681-8816.

Sincerely,

ToxiChem Management Systems, Inc.

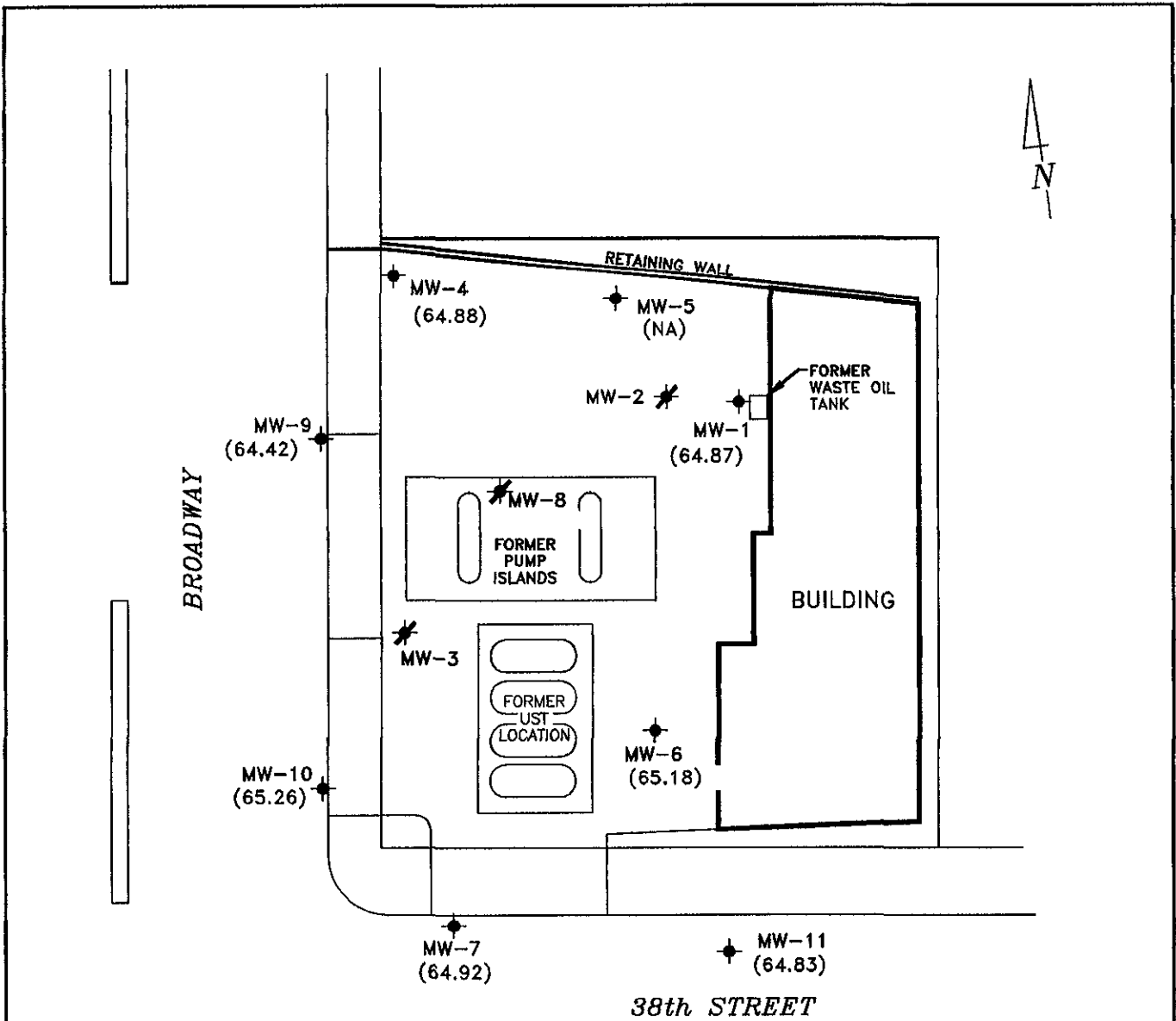


Keith Winemiller, P.E.
Senior Engineer



Enclosures

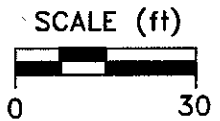
cc: Ms. Karen Petryna, P.E., Equiva Services LLC, P. O. Box 7869, Burbank, CA 91510-7869
Mr. Joe Zadik, 8255 San Leandro Street, Oakland, CA 94621



EXPLANATION

- ◆ MONITORING WELL
- ✱ DESTROYED WELL
- (64.87) GROUNDWATER ELEVATION (FT, MSL), 11-29-00
- NA NOT AVAILABLE

NOTE: GROUNDWATER FLOW DIRECTION AND GRADIENT NOT DETERMINED DUE TO FLAT GRADIENT



Reference: EQ-02.1A/BR-0A.DWG
 Basemap from Remediation Risk Management, Inc.



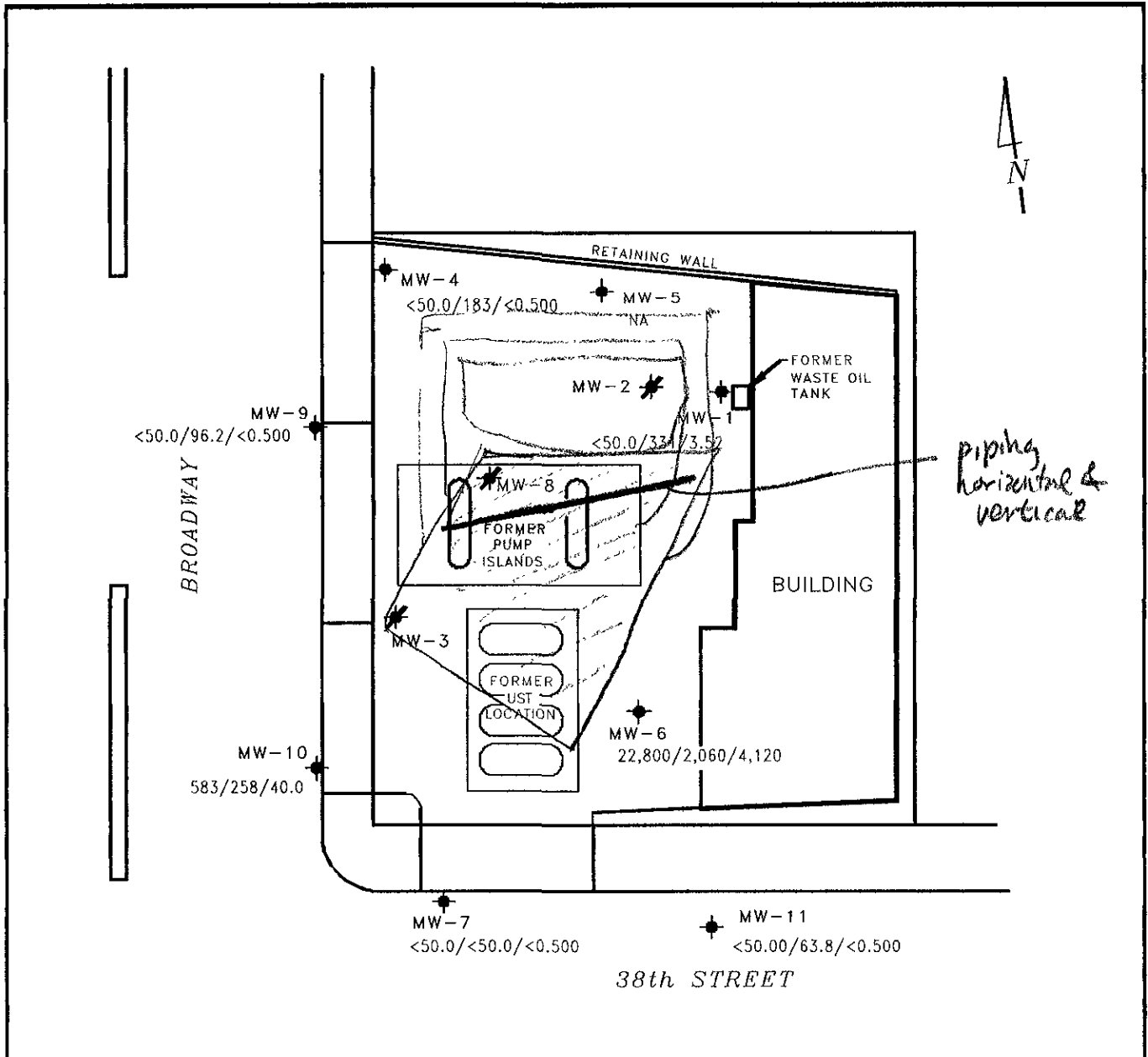
TOXICHEM
Management
Systems, Inc.
 Environmental & Occupational Health Services

GROUNDWATER ELEVATION CONTOUR MAP, NOVEMBER 29, 2000

Former Texaco Service Station
 3810 Broadway
 Oakland, California

FIGURE:
1

PROJECT:
 EQ-02



Piping, horizontal & vertical

EXPLANATION

- ◆ MONITORING WELL
- ◆ DESTROYED WELL

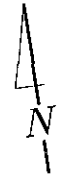
<50 0/331/3.52 TPPH/TEPH/BENZENE CONCENTRATION IN GROUNDWATER, IN MICROGRAMS PER LITER, 11-29-00 MBE BY EPA METHOD 8260, IF AVAILABLE

NA DATA NOT AVAILABLE

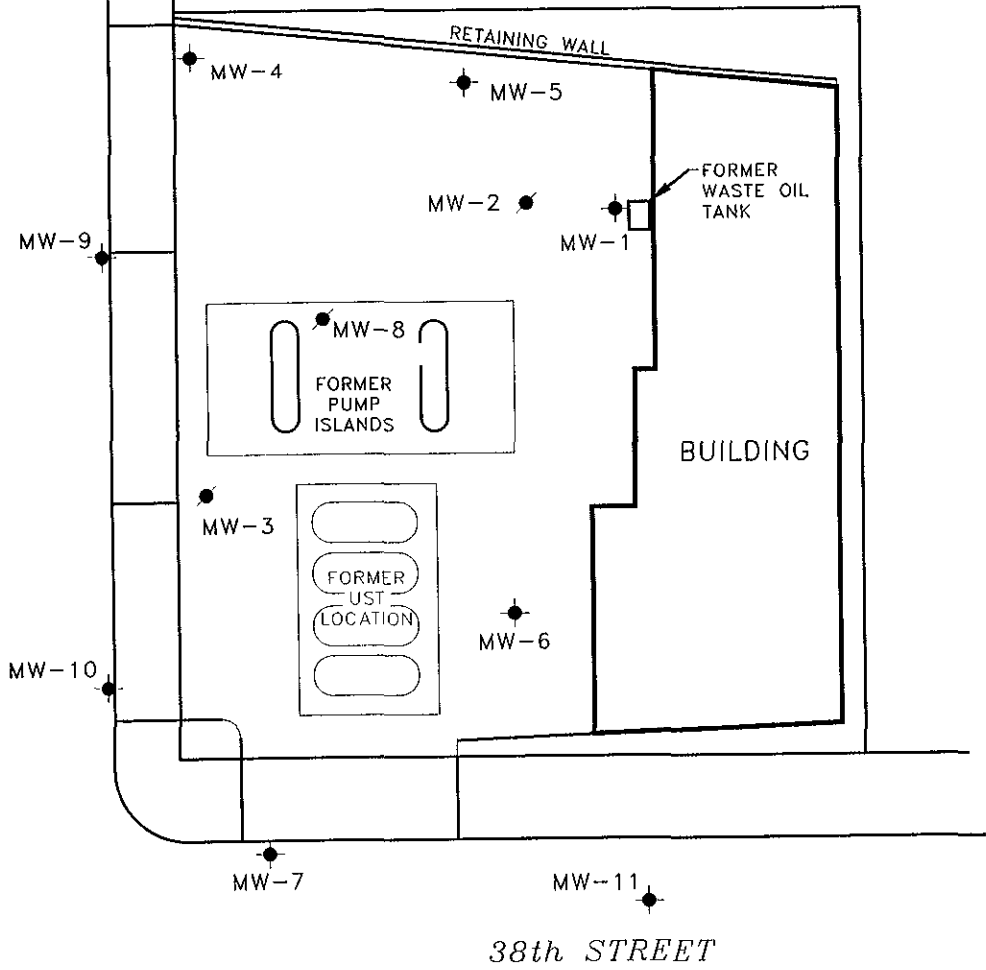
SCALE (ft)

Reference: EQ-02.1A/BR-0A.DWG
 Base map from Remediation Risk Management, Inc.

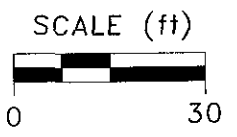
<p>TOXICEM Management Systems, Inc. Environmental & Occupational Health Services</p>	<p>TPPH/TEPH/BENZENE CONCENTRATION MAP, NOVEMBER 29, 2000</p>	<p>FIGURE: 2</p>
	<p>Former Texaco Service Station 3810 Broadway Oakland, California</p>	<p>PROJECT: EQ-02</p>



BROADWAY



- EXPLANATION
- MONITORING WELL
 - DESTROYED WELL



Reference EQ-02 1A/BR-0A DWG
Basemap from Remediation Risk Management, Inc



SITE MAP

Former Texaco Service Station
3810 Broadway
Oakland, California

FIGURE:
1

PROJECT:
EQ-02

ATTACHMENT A

**FIELD AND LABORATORY PROCEDURES,
SITE HEALTH AND SAFETY PLAN, PERMITS,
BORING LOGS, WELL DEVELOPMENT
FIELD DATA SHEETS, AND
SOIL DISPOSAL DOCUMENTATION**

FIELD AND LABORATORY PROCEDURES

TOXICHEM supervised the installation of one groundwater monitoring well at the location presented on Figure 1. Under the supervision of TOXICHEM staff, a licensed drilling contractor advanced an 8- or 10-inch diameter soil boring. The boring was advanced with a truck-mounted drill rig equipped with an 8- or 10-inch diameter continuous flight, hollow-stem auger.

Soil samples were collected at 5-foot intervals and logged in the field by a TOXICHEM geologist. A California registered geologist supervised the preparation of geologic logs from the borings, noting changes in lithology. Soil samples were collected at significant changes in lithology and at 5-foot depth intervals and analyzed in the field for total volatile hydrocarbons by a photo-ionization detector.

The soil samples were analyzed for total purgeable petroleum hydrocarbons (TPPH) and total extractable petroleum hydrocarbons (TEPH) by Modified EPA Method 8015, and benzene, toluene, ethylbenzene, total xylenes (BTEX compounds) and methyl tertiary butyl ether (MtBE) by EPA Method 8020.

The groundwater monitoring well was designed and constructed in accordance with SCVWD guidelines. When the boring was completed, a 2-inch diameter, groundwater monitoring well was constructed within the bore hole. Flush thread jointed, Schedule 40, polyvinyl chloride casing of 4-inch diameter were placed down the hollow stem of the augers to the base of the boring. The well was constructed to approximately 40 feet below ground surface and the screened interval extends from approximately 15 to 40 feet bgs. The remaining casing section is solid and non-slotted. A well cap was slipped on to the bottom of the well casing and a locking cap was placed at the top of each well.

The monitoring wells were filter-packed with clean Monterey silica sand throughout the screened interval. Specification of the filter material was determined based on lithology encountered during drilling and will likely consist of one of the following: No. 3 Monterey Sand, No. 2/12 Lonestar Sand, and/or No. 2/16 Lonestar Sand. The filter-pack material was installed in the annular spacing between the monitoring well pipe and the auger; the filter-pack material extends a minimum of 6-inches above the top of the screened interval.

A one foot thick layer of bentonite pellets was placed above the filter material to provide an annular seal and the remainder of the boring was filled with a sand-cement slurry to within one foot of grade under direct observation of SCVWD inspection personnel. The well casing was enclosed inside a watertight cast iron or aluminum traffic-rated box installed in concrete slightly above the surface.

A licensed surveyor will be retained to survey the top of the casing of the well head relative to mean sea level. The initial well development was conducted by using a 1.7 inch Brainard-Kilman mechanical lift hand pump, an air-lift or nitrogen-lift pump, or a positive displacement bladder pump dependent on the depth to ground water and the screened interval. The wells were developed until a minimum of four well volumes have been purged (if recharge rates permit) and the discharged water appears clear of sediment. Electrical conductivity, temperature, and pH of the ground water were recorded throughout the development process. The well development continued until the electrical conductivity, temperature, and pH of the discharged water stabilized. Depth to water measurements were recorded prior to and following the well development activities.

Prior to sampling, a minimum of four well volumes were purged from the well through the use of a positive displacement bladder pump or Teflon bailer. Electrical conductivity, temperature, and pH of the ground water were recorded throughout the purging process. The purging activities continued until the electrical conductivity, temperature, and pH of the discharged water have stabilized. A water sample for analytical testing was obtained through the use of the bladder pump or Teflon bailer. The water developed from the monitoring well was transported off-site by Blaine and ultimately disposed of at the Equilon Refinery in Martinez, California.

The water samples were collected in sterilized glass vials with Teflon lined screw caps. The samples were immediately sealed in the vials and properly labeled including the date, time, sample location, project number, and indication of any preservatives added to the sample. The samples were placed on ice immediately for transport to the laboratory under chain-of-custody documentation.

Groundwater samples were submitted and analyzed by a State of California, Department of Health Services certified laboratory. The groundwater samples were analyzed for TPPH and TEPH by Modified EPA Method 8015, and BTEX compounds by EPA Method 8020.

SITE HEALTH AND SAFETY PLAN

All of the following questions **must** be completed. This plan may only be used for **Level C and D** levels of personal protection. If a different Site Health and Safety Plan is submitted, that plan **must** include the following minimum information. This plan may **NOT** be used for confined-space entry.

I. GENERAL SITE INFORMATION

Site Name: FORMER TEXACO SERVICE STATION / EXPRESS AUTO
 Site Address: 3810 BROADWAY, OAKLAND, CA
 Site Contact Person: Max (JOE ZAMK) Phone: (510) 654-6163
 Client's Site Number: 989950210 Proposed Date(s) of Site Work: 2/2000

II. DESCRIPTION OF INSPECTION ACTIVITY

<u>Purpose of Activity</u>	<u>Type of Site</u>
<input type="checkbox"/> Soil Boring/Monitoring Well Installation	<input checked="" type="checkbox"/> Gasoline Storage (Service Station/Terminal)
<input type="checkbox"/> Operation & Maintenance	<input type="checkbox"/> Industrial
<input type="checkbox"/> Construction	<input type="checkbox"/> Commercial
<input type="checkbox"/> Air/Soil/Groundwater Sampling	<input type="checkbox"/> Residential
<input checked="" type="checkbox"/> Other (specify): <u>WELL ABANDONMENT</u>	<input checked="" type="checkbox"/> Other (specify): <u>AUTO REPAIR</u>

Provide a brief site history, estimated concentrations of chemicals of concern, and proposed activities:

Former Texaco Service station
 SPH present in both MW-3 & MW-8, TPH-g, TPH-d, BTEX & MRE present in groundwater
 Abandon wells MW-3 & MW-8 by pressure grouting

Describe how investigation-generated materials will be stored and disposed:

Soil: NA
 Water: NA
 Other: NA

III. POTENTIAL HEALTH AND SAFETY HAZARDS

Identify potential hazards (check all that apply) and describe safety protocol:

<input type="checkbox"/> Heat (high ambient temperature)	
<input checked="" type="checkbox"/> Cold	<u>Wear appropriate clothing</u>
<input checked="" type="checkbox"/> Noise	<u>Use earplugs</u>
<input type="checkbox"/> Oxygen Depletion	
<input type="checkbox"/> Excavation/Trenches	
<input checked="" type="checkbox"/> Overhead Utilities	<u>>15' Clearance</u>
<input type="checkbox"/> Below-grade Utilities (during excavation)	
<input type="checkbox"/> Cave-In/Collapse of Sidewall (during excavation)	
<input checked="" type="checkbox"/> Falls, Tripping, Slippery Surfaces	<u>Watch work surfaces</u>
<input checked="" type="checkbox"/> Heavy Equipment (from lifting, dropping, rolling)	<u>Use proper lifting techniques</u>
<input type="checkbox"/> Overhead Equipment	
<input checked="" type="checkbox"/> Vehicular Traffic	<u>Use cones as necessary</u>
<input checked="" type="checkbox"/> Pedestrian Traffic/Access to Work Area	<u>Use cones as necessary</u>
<input type="checkbox"/> Other (specify): _____	

A SIGNED COPY OF THIS PLAN MUST BE KEPT ON-SITE DURING ALL WORK ACTIVITIES

HAZARD EVALUATION

Parameter	TLV (ppm)	IDLH (ppm)	LEL (%)	Health Effects Due to Exposure Through Inhalation, Dermal Contact, and Ingestion
Gasoline	300 in air	N.D. (Carcinogenic)	1.4	Eyes, skin, respiratory system, central nervous system, and liver.
Benzene	10 in air	500 (Carcinogenic)	1.2	Eyes, skin, respiratory system, central nervous system, blood, and bone marrow.
Toluene	100 in air	500	1.1	Eyes, skin, respiratory system, and central nervous system.
MtBE/Oxygenates	100 in air	N/A	2.5	Eyes, skin, respiratory system, central nervous system, gastrointestinal tract, liver, and kidneys.

SPECIAL PRECAUTIONS (i.e. SPH or high concentrations are present, etc.):

Use gloves

IV. PERSONAL PROTECTIVE EQUIPMENT

Minimum Personal Protective Equipment (check all that apply):

- Hardhat
- Safety Glasses/Goggles
- Steel-toed/shank Shoes or Boots
- Clothing Protection
- Safety Vest
- Hearing Protection
- Gloves
- Other (specify): _____

Personal Protection Required:

Level of Protection: C D

This plan may only be used for Level C and D levels of personal protection.

Modifications (also list respirator and filter type, if required for work activity):

Surveillance/Monitoring Equipment and Materials:

Instrument	Action Level	Calibrate (for each day of use)
<u>Microtype PID</u>	<u>10 ppm</u>	_____
_____	_____	_____

First Aid:

Contact (skin/eyes): Remove affected clothing/contact lenses, irrigate/flush area with cold water immediately.

Inhalation: Move to fresh air, up-wind location immediately.

Ingestion: Seek immediate medical attention.

A SIGNED COPY OF THIS PLAN MUST BE KEPT ON-SITE DURING ALL WORK ACTIVITIES

Safety Team Composition

Project Manager: Keith Winemiller

Field Supervisor: Wayne Chiu/Keith Winemiller

Company Safety Officer: Dan Hernandez

Site Safety Plan

V. EMERGENCY CONTACT INFORMATION

Local Resources:

Phone:

Ambulance	<u>911</u>
Hospital Emergency Room	<u>(510) 596-1000</u>
Poison Control Center	<u>911</u>
Police	<u>911</u>
Fire Department	<u>911</u>
Explosives Unit	<u>911</u>
Agency Contact	<u> </u>

Site Resources:

Availability:

Water Supply	<u>YES</u>
Electrical Supply	<u>YES</u>
Bathroom Facilities	<u>YES</u>
Telephone	<u>YES</u>
Radio	<u>NO</u>
Other	<u> </u>

TOXICHEM Emergency Contacts:

Ross Tinline: (650) 551-0112 (work) / (650) 218-3766 (mobile) / (650) 596-0774 (home)
 Keith Winemiller: (415) 681-8816 (work) / (415) 225-7041 (mobile) / (415) 681-5254 (home)
 Dan Hernandez: (408) 292-3266 (work) / (408) 406-4357 (mobile) / (408) 287-2530 (home)

Emergency Route (list road or other directions and attach map):

SEE ATTACHED MAP & DIRECTIONS

Hospital: KAISER FOUNDATION HOSPITAL Phone: (510) 596-1000

Signatures (all field staff and subcontractors must read and sign this plan):

Print Name	Sign Name	Date
<u>Gene Nunes</u>	<u>Gene Nunes</u>	<u>Gregg Drilling 2-2-00</u>
<u>Angel Salazar Aguilar</u>	<u>Gregg Drilling</u>	<u>2-2-00</u>
<u>WAYNE CHIU</u>	<u>Wayne Chiu</u>	<u>TOXICHEM 2-2-00</u>
<u>Tony Longoria</u>	<u>Tom Longoria</u>	<u>8-4-00 GDT</u>
<u>Gene Nunes</u>	<u>Gene Nunes</u>	<u>8-4-00</u>
<u>WAYNE CHIU</u>	<u>Wayne Chiu</u>	<u>8-4-00</u>

A SIGNED COPY OF THIS PLAN MUST BE KEPT ON-SITE DURING ALL WORK ACTIVITIES



Yahoo! - [Yellow Pages](#) - [Maps](#) - [Address Book](#) - [Help](#)

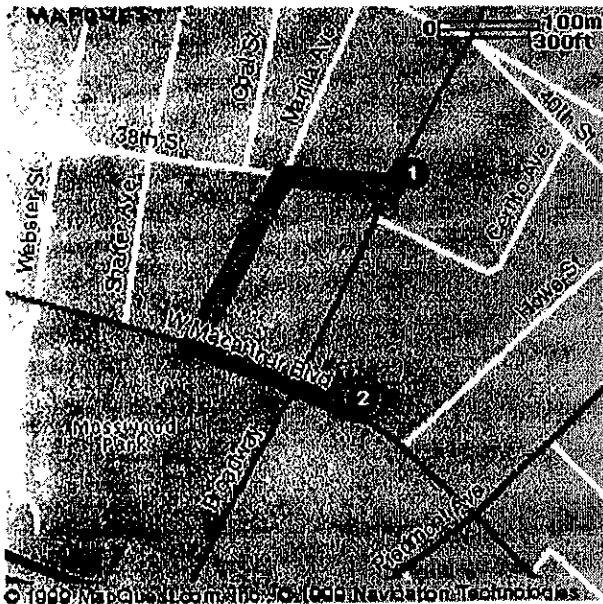
[Yahoo! Platinum Visa](#) - 2.9% APR - Instant Credit Rewards with
[CreditCards.com](#) - No Annual Fee

Yahoo! Yellow Pages

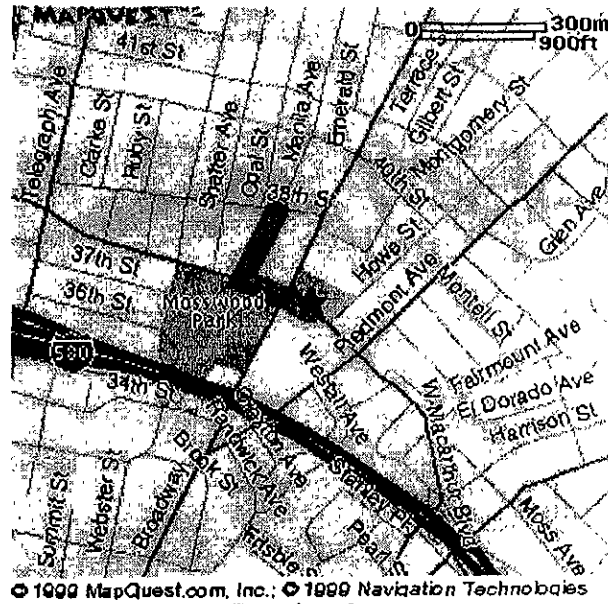
[New Search](#)

Starting From:	Arriving At:	Distance:	Approximate Travel Time:
3810 Broadway Oakland, CA 94611-5616	Kaiser Foundation Hospital 280 W Macarthur Blvd Oakland, CA 94611 (510) 596-1000	0.3 miles	1 mins

Directions	miles
1. Start out going Southwest on BROADWAY towards 38TH ST by turning left.	0.0
2. Turn RIGHT onto 38TH ST	0.1
3. Turn LEFT onto MANILA AVE.	0.1
4. Turn LEFT onto W MACARTHUR BLVD	0.1



Full Route



Destination

EXCAVATION PERMIT

TO EXCAVATE IN STREETS OR OTHER SPECIFIED WORK

CIVIL ENGINEERING

PAGE 2 of 2

PERMIT NUMBER X0000785		SITE ADDRESS/LOCATION 3810 Broadway	
APPROX. START DATE	APPROX. END DATE	24-HOUR EMERGENCY PHONE NUMBER (Permit not valid without 24-Hour number)	
CONTRACTOR'S LICENSE # AND CLASS 485165		CITY BUSINESS TAX #	

ATTENTION:

- State law requires that the contractor/owner call *Underground Service Alert (USA)* two working days before excavating. This permit is not valid unless applicant has secured an inquiry identification number issued by USA. The USA telephone number is 1 (800) 642-2444. UNDERGROUND SERVICE ALERT (USA) #:
- 48 hours prior to starting work, YOU MUST CALL (510) 238-3651 TO SCHEDULE AN INSPECTION.**

OWNER/BUILDER

I hereby affirm that I am exempt from the Contractor's License Law for the following reason (Sec. 7031.5 Business and Professions Code: Any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he is licensed pursuant to the provisions of the Contractor's License Law Chapter 9 (commencing with Sec. 7000) of Division 3 of the Business and Professions Code, or that he is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than \$500):

I, as an owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he did not build or improve for the purpose of sale).

I, as owner of the property, am exempt from the sale requirements of the above due to: (1) I am improving my principal place of residence or appurtenances thereto, (2) the work will be performed prior to sale, (3) I have resided in the residence for the 12 months prior to completion of the work, and (4) I have not claimed exemption on this subdivision on more than two structures more than once during any three-year period. (Sec. 7044 Business and Professions Code).

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project, (Sec. 7044, Business and Professions Code: The Contractor's License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractor's License law).

I am exempt under Sec. _____, B&PC for this reason _____.

WORKER'S COMPENSATION

I hereby affirm that I have a certificate of consent to self-insure, or a certificate of Worker's Compensation Insurance, or a certified copy thereof (Sec. 3700, Labor Code).

Policy # _____ Company Name _____

I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California (not required for work valued at one hundred dollars (\$100) or less).

NOTICE TO APPLICANT: If, after making this Certificate of Exemption, you should become subject to the Worker's Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked. This permit is issued pursuant to all provisions of Title 12 Chapter 12.12 of the Oakland Municipal Code. It is granted upon the express condition that the permittee shall be responsible for all claims and liabilities arising out of work performed under the permit or arising out of permittee's failure to perform the obligations with respect to street maintenance. The permittee shall, and by acceptance of the permit agrees to defend, indemnify, save and hold harmless the City, its officers and employees, from and against any and all suits, claims, or actions brought by any person for or on account of any bodily injuries, disease or illness or damage to persons and/or property sustained or arising in the construction of the work performed under the permit or in consequence of permittee's failure to perform the obligations with respect to street maintenance. This permit is void 90 days from the date of issuance unless an extension is granted by the Director of the Office of Planning and Building.

I hereby affirm that I am licensed under provisions of Chapter 9 of Division 3 of the Business and Professions Code and my license is in full force and effect (if contractor), that I have read this permit and agree to its requirements, and that the above information is true and correct under penalty of law.

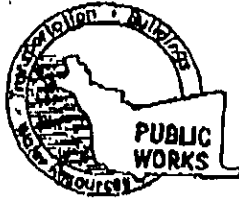
Signature of Permittee *Steve Foster* Agent for Contractor Owner Date 6-29-00

DATE STREET LAST RESURFACED	SPECIAL PAVING DETAIL REQUIRED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HOLIDAY RESTRICTION? (NOV 1 - JAN 1) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	LIMITED OPERATION AREA? (7AM-9AM & 4PM-6PM) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
-----------------------------	---	--	---

ISSUED BY *[Signature]* DATE ISSUED 6-29-00

PERMIT CLEARED
STEVE FOSTER 8/4/00
DB000550

485165



ALAMEDA COUNTY PUBLIC WORKS AGENCY

WATER RESOURCES SECTION

399 ELMHURST ST. HAYWARD CA. 94544-1355

PHONE (510) 670-5554

MARLON MAGALLANES/FRANK CORD (510) 670-9783

FAX (510) 782-1939

DRILLING PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROJECT
EXPRESS AUTO CLINIC
FORMER TEXACO SERVICE STATION
3810 BROADWAY
OAKLAND, CA 94611

PERMIT NUMBER W00-414
WELL NUMBER _____
APN _____

CLIENT

Name EQUIVA SERVICES LLC
Address PO BOX 7869 Phone (510) 645-9306
City BURBANK, CA Zip 91510-7869

APPLICANT

Name TOXICHEM MANAGEMENT SYSTEMS, LLC.
Address 1657 RICHMOND DR. Fax (510) 339-6017
City OAKLAND, CA Phone (510) 339-6019
Zip 94611

TYPE OF PROJECT

Well Construction Geotechnical Investigation
Cathodic Protection General
Water Supply Contamination
Monitoring Well Destruction

PROPOSED WATER SUPPLY WELL USE

New Domestic Replacement Domestic
Municipal Irrigation
Industrial Other _____

DRILLING METHOD:

Mud Rotary Air Rotary Auger
Cable Other

DRILLER'S NAME GREGG DRILLING & TESTING

DRILLER'S LICENSE NO. 485165

WELL PROJECTS

Drill Hole Diameter 8 in. Maximum _____
Casing Diameter 2 in. Depth 35 ft.
Surface Seal Depth _____ ft. Owner's Well Number MU-11

GEOTECHNICAL PROJECTS

Number of Borings _____ Maximum _____
Hole Diameter _____ in. Depth _____ ft.

ESTIMATED STARTING DATE AUGUST 4, 2000
ESTIMATED COMPLETION DATE AUGUST 4, 2000

I hereby agree to comply with all requirements of this permit and Alameda County Ordinance No. 73-6B.

APPLICANT'S SIGNATURE Wayne Chin DATE _____

PLEASE PRINT NAME Wayne Chin Rcv. 6-5-00

PERMIT CONDITIONS

Circled Permit Requirements Apply

A. GENERAL

1. A permit application should be submitted so as to arrive at the ACPWA office five days prior to proposed starting date.
2. Submit to ACPWA within 60 days after completion of permitted original Department of Water Resources Well Completion Report.
3. Permit is void if project not begun within 90 days of approval date.

B. WATER SUPPLY WELLS

1. Minimum surface seal thickness is two inches of cement grout placed by tremie.
2. Minimum seal depth is 50 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved.

C. GROUND WATER MONITORING WELLS INCLUDING PIEZOMETERS

1. Minimum surface seal thickness is two inches of cement grout placed by tremie.
2. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet.

D. GEOTECHNICAL

Backfill bore hole by tremie with cement grout or cement grout/sand mixture. Upper two-three feet replaced in kind or with compacted cuttings.

E. CATHODIC

Fill hole anode zone with concrete placed by tremie

F. WELL DESTRUCTION

See attached requirements for destruction of shallow wells. Send a map of work site. A different permit application is required for wells deeper than 45 feet.

G. SPECIAL CONDITIONS

NOTE: One application must be submitted for each well or well destruction. Multiple borings on one application are acceptable for geotechnical and contamination investigations.

APPROVED Frank L. Cord DATE 7/3/00

TRIPPLICATE

Owner's Copy

Page 1 of 1

Owner's Well No. MN-11

Date Work Began 8/4/2000, Ended 8/4/2000 No. 729685

Local Permit Agency ALAMEDA COUNTY PUBLIC WORKS

Permit No W00-414 Permit Date 7/3/2000

STATE OF CALIFORNIA

WELL COMPLETION REPORT

Refer to Instruction Pamphlet

DWR USE ONLY - DO NOT FILL IN

STATE WELL NO / STATION NO, LATITUDE, LONGITUDE, APN/TRS/OTHER

GEOLOGIC LOG

WELL OWNER

ORIENTATION () VERTICAL [x] HORIZONTAL [] ANGLE [] (SPECIFY) DRILLING METHOD FLUID

Table with columns: DEPTH FROM SURFACE (Ft to Ft), DESCRIPTION. Includes handwritten 'SEE ATTACHED BORING/WELL LOG'.

Name: EQUIVA SERVICES LLC, Mailing Address: PO BOX 7869, BURBANK CA 91510, WELL LOCATION: 3810 BROADWAY, OAKLAND, ALAMEDA

LOCATION SKETCH (North-South, West-East) and ACTIVITY () NEW WELL, MODIFICATION/REPAIR, DESTROY, PLANNED USES, MONITORING, etc.

WATER LEVEL & YIELD OF COMPLETED WELL. DEPTH TO FIRST WATER 35 (Ft.) BELOW SURFACE, DEPTH OF STATIC WATER LEVEL 28 (Ft.) & DATE MEASURED 8/4/2000

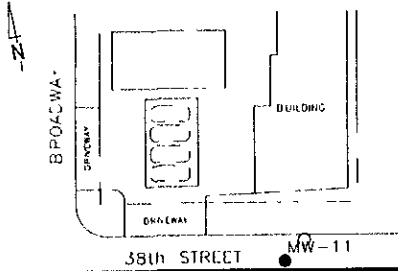
Table with columns: DEPTH FROM SURFACE, BORE-HOLE DIA., CASING (S) TYPE, MATERIAL / GRADE, INTERNAL DIAMETER, GAUGE OR WALL THICKNESS, SLOT SIZE IF ANY

Table with columns: DEPTH FROM SURFACE, ANNULAR MATERIAL TYPE, CE-MENT, BEN-TONITE, FILL, FILTER PACK

- ATTACHMENTS () Geologic Log, Well Construction Diagram, Geophysical Log(s), Soil/Water Chemical Analyses, Other SITE MAP

CERTIFICATION STATEMENT: I, the undersigned, certify that this report is complete and accurate to the best of my knowledge and belief. NAME: TOXICHEM MGMT SYSTEMS, INC, ADDRESS: 360 45TH ST #4, OAKLAND CA 94609

WELL/BORING LOCATION MAP



Boring/Well Log
TOXICHEM Management Systems, Inc.

WELL/BORING: MW-11
PAGE: 1 of 2
LOGGED BY: WC

LOCATION: 3810 Broadway

CLIENT/PROJECT: EQ-02.1A

CITY/STATE: Oakland, California

DATE DRILLED: 8/4/00

DRILLED BY: Gregg

NORTHING:

DRILLING METHOD/DIA.: HSA/8"

EASTING:

SAMPLING METHOD: Split Spoon

TOTAL DEPTH: 40'

CONSTRUCTION			MOISTURE CONTENT	PID (ppm)	DENSITY BLOWS/6"	DEPTH (FEET)	SAMPLE			SOIL GRAPHIC	SOIL TYPE	DESCRIPTION
SEAL	CASING	SEAL					INTERVAL	RECOVERY	RETAINED			
			Dp			1				CL	ASPHALT	
						2				CL	BASEROCK: Gravel and Sand	
						3				CL	SANDY CLAY: orange brown; 40-50% clay; 10-15% silt; 35-40% fine sand; soft to fine; low plasticity; no product odor.	
			Dp			4				SP	SAND: orange-brown; 10-15% clay; 10-15% silt; 70-80% fine sand; loose; no product odor.	
						5						
					12	6					@6': as above; <5% clay; 5-10% silt; 90-95% fine sand; loose; no product odor.	
			Dp	0	16	7						
					17	8						
					8	9					@9': as above; no product odor.	
			Dp	0	12	10						
					18	11						
						12						
						13				CL	SILTY CLAY: brown with trace black nodules and some gray mottling; 60-70% clay; 20-25% silt; 5-10% fine sand; firm; low to medium plasticity; no product odor.	
			Dp-		10	14						
			Mst	0	14	15						
					16	16						
						17						
						18						
						19				ML	CLAYEY SILT: light brown; 35-40% clay; 40-45% silt; 15-20% very fine sand; soft; low plasticity; no product odor.	
			Dp-		14	20						
			Mst	0	15	21						
					18	22						

GROUT

BENTONITE

2/12 SAND

0.020" SLOT

WELL/BORING LOCATION MAP

SEE PAGE ONE

Boring/Well Log
TOXICHEM Management Systems, Inc.

WELL/BORING: MW-11
PAGE: 2 of 2
LOGGED BY: WC

LOCATION: 3810 Broadway
CITY/STATE: Oakland, California
DRILLED BY:
DRILLING METHOD/DIA.:
SAMPLING METHOD:

CLIENT/PROJECT: EQ-02.1A
DATE DRILLED:
NORTHING:
EASTING:
TOTAL DEPTH:

CONSTRUCTION			MOISTURE CONTENT	PID (ppm)	DENSITY BLOWS/6"	DEPTH (FEET)	SAMPLE			SOIL GRAPHIC	SOIL TYPE	Grout Type/Qty		Total Well Depth		
SEAL	CASING	SEAL					INTERVAL	RECOVERY	RETAINED			Grout Interval	Casing Diameter			
												Seal Type/Qty	Casing Type			
												Seal Interval	Screen Interval			
													DESCRIPTION			
2 1/2" SAND 0 C20" SLOT						22					SM	SILTY SAND: grayish brown with rust colored mottling; 10-15% clay; 30-35% silt; 50-60% very fine to fine sand; soft; loose; no product odor.				
						23										
						12			24	▼						
						15			24							
					Mst	0	17		25							
									26							
									27					CL	SILTY CLAY: brown with rust colored and gray mottling and trace block nodules; 70-80% clay; 10-15% silt; 5-10% fine sand; very stiff; no product odor.	
									28	▼						
						20			29							
						22			29	▼						
		Mst	0	30		30										
						31										
						32										
						33										
			22			34										
			20			34	▼					@34': as above; increased sand, decreased clay content; no product odor.				
		∇	Mst - VMst	0	20	35										
						36										
						37										
						38										
						39					SP	SAND: brown; <5% clay, 10-15% silt; 85-90% fine sand; loose; no product odor.				
			Wt	0	50-5"	39	▼									
						40						BOTTOM OF BORING AT 40'				
						41										
						42										
						43										

WELL DEVELOPMENT DATA SHEET

Project #: <u>000808-41</u>	Client: <u>618571071</u>
Developer: <u>Saniya</u>	Date Developed: <u>08-08-00</u>
Well I.D.: <u>MW-11</u>	Well Diameter: (circle one) <u>(2)</u> 3 4 6
Total Well Depth: <u>40.53</u>	Depth to Water: <u>31.99</u>
Before: <u>39.85</u> After: <u>39.85</u>	Before: <u>25.61</u> After: <u>31.99</u>
Reason not developed: _____	If Free Product, thickness: _____

Additional Notations: _____

<p>Volume Conversion Factor (VCF): $(12 \times (d^2/4) \times \pi) / 231$ <small>12 = in / foot</small> <small>d = diameter (in.)</small> <small>$\pi = 3.1416$</small> <small>231 = in³/gal</small></p>	<p>Well dia. VCF</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>2" = 0.16</td></tr> <tr><td>3" = 0.37</td></tr> <tr><td>4" = 0.65</td></tr> <tr><td>6" = 1.47</td></tr> <tr><td>10" = 4.08</td></tr> <tr><td>12" = 6.57</td></tr> </table>	2" = 0.16	3" = 0.37	4" = 0.65	6" = 1.47	10" = 4.08	12" = 6.57
2" = 0.16							
3" = 0.37							
4" = 0.65							
6" = 1.47							
10" = 4.08							
12" = 6.57							

<u>2.2</u>	X	<u>10</u>	=	<u>22</u>
1 Case Volume		Specified Volumes		gallons

Purging Device: Bailer Electric Submersible
 Middleburg Suction Pump

Type of Installed Pump _____
 Other equipment used _____

TIME	TEMP (F)	pH	COND.	TURBIDITY	VOLUME REMOVED:	NOTATIONS:
10:15						surged for 15 mins began at 10:00 Ended 10:15
10:30						began purging with middleburg pump
10:33	65.0	7.3	1954	>200	2.5	brown color
10:36	64.3	7.6	1850	>200	5	not very thick
10:41	63.6	7.8	1995	>200	7.5	DTW = 33.75
10:44	63.5	7.8	1958	>200	10.0	very turbid still
10:49	64.0	8.0	1884	>200	12.5	DTW = 31.95
10:54	63.5	8.0	1723	>200	15.0	
10:59	63.6	8.0	1636	>200	17.5	DTW = 30.98
11:03	63.5	8.0	1568	>200	20.0	very turbid
11:05	63.5	8.0	1565	>200	21.0	
11:07	63.5	8.0	1558	>200	22.0	very turbid
11:08						no hard bottom DTW = 31.99
Did Well De-water: <input checked="" type="checkbox"/> If yes, note above. Gallons Actually Evacuated: <u>22</u>						DTW = 40.17
11:20						surged started out 11:12 Ended 11:20
11:31	63.6	8.0	1636	>200	24.5	very turbid
11:37						DTW = 39.79
11:50	64.6	8.2	1505	>200	27.0	very silty sands

EQUIVA WELL MONITORING DATA SHEET

BTS #: <u>000816-63</u>	Site: <u>93995026</u>
Sampler: <u>MG</u>	Date: <u>8/16/00</u>
Well I.D.: <u>MW-11</u>	Well Diameter: <u>2</u> 3 4 6 8 _____
Total Well Depth: <u>39.50</u>	Depth to Water: <u>25.50</u>
Depth to Free Product:	Thickness of Free Product (feet):
Referenced to: <u>PVC</u> Grade	D.O. Meter (if req'd): YSI HACH

Purge Method:

- Bailer
- Disposable Bailer
- Middleburg
- Electric Submersible

- Waterra
- Peristaltic
- Extraction Pump
- Other _____

Sampling Method:

- X Bailer
- Disposable Bailer
- Extraction Port
- Dedicated Tubing

Other: _____

<u>2.2</u> (Gals.) X	<u>3</u> =	<u>6.6</u> Gals.
1 Case Volume	Specified Volumes	Calculated Volume

Well Diameter	Multiplier	Well Diameter	Multiplier
1"	0.04	4"	0.65
2"	0.16	6"	1.47
3"	0.37	Other	radius ² * 0.163

Time	Temp (°F)	pH	Cond.	Turbidity	Gals. Removed	Observations
<u>1403</u>	<u>69.5</u>	<u>7.4</u>	<u>1040</u>	<u>7200</u>	<u>2.5</u>	<u>Brown</u>
<u>1408</u>	<u>68.9</u>	<u>7.3</u>	<u>1090</u>	<u>7200</u>	<u>5.0</u>	
<u>1413</u>	<u>68.7</u>	<u>7.2</u>	<u>1120</u>	<u>7200</u>	<u>7.0</u>	

Did well dewater? Yes No Gallons actually evacuated: 7

Sampling Time: 1420 Sampling Date: 8/16/00

Sample I.D.: MW-11 Laboratory: Sequoia Columbia Other _____

Analyzed for: TPH-G BTEX MTBE TPH-D Other: _____

EB I.D. (if applicable): _____ @ _____ Time Duplicate I.D. (if applicable): _____

Analyzed for: TPH-G BTEX MTBE TPH-D Other: _____

D.O. (if req'd):	Pre-purge:	mg/L	Post-purge:	mg/L
	O.R.P. (if req'd):	mV	Post-purge:	mV

DISPOSAL CONFIRMATION

Consultant	TOXICHEM
Contact	KEITH WINEMILLER
Phone \ Fax	415-681-8816/415-681-8132
Client	SHELL OIL
Station # \ Wic#	WIC# 618-5700-1071
Site Address	3810 BROADWAY
City \ State	OAKLAND
Estimated Tons	5 YARDS
Actual Tons	0.95 TONS
Disposal Date	8-8-00
Disposal Facility	FORWARD LANDFILL
Contact	BRAD BONNER
Phone	800-204-4242
Transporter	MANLEY & SONS TRUCKING
Contact	TIM MANLEY
Phone \ Fax	916-381-6864 \ 381-1573
Date \ Time	8-14-00
Invoice#	10611

ATTACHMENT B

**CERTIFIED ANALYTICAL REPORT AND
CHAIN-OF-CUSTODY DOCUMENTATION**



August 22, 2000

Service Request No.: S2002219

Mr. Keith Winemiller
Toxichem Management System, Inc.
1562 44th Ave.
San Francisco, CA 94122

RE: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009

Dear Mr. Winemiller:

Enclosed are the results of the sample(s) submitted to our laboratory on August 8, 2000. All analyses were performed in accordance with our laboratory's quality assurance program. Results are intended to be considered in their entirety and apply to the sample(s) analyzed. Columbia Analytical Services is not responsible for use of less than the complete report. Signature of this CAS Analytical Report confirms that pages 2 through 12, following, have been thoroughly reviewed and approved for release.

Columbia Analytical Services is certified for environmental analyses by the California Department of Health Services (certificate number: 2352, expiration: January 31, 2001).

If you have any questions, please call me at (408) 748-9700.

Respectfully submitted,

Columbia Analytical Services, Inc.

Greg Jordan
Laboratory Director

COLUMBIA ANALYTICAL SERVICES, Inc.**Acronyms**

A2LA	American Association for Laboratory Accreditation
ASTM	American Society for Testing and Materials
BOD	Biochemical Oxygen Demand
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes
CAM	California Assessment Metals
CARB	California Air Resources Board
CAS Number	Chemical Abstract Service registry Number
CFC	Chlorofluorocarbon
CFU	Colony-Forming Unit
COD	Chemical Oxygen Demand
DEC	Department of Environmental Conservation
DEQ	Department of Environmental Quality
DHS	Department of Health Services
DLCS	Duplicate Laboratory Control Sample
DMS	Duplicate Matrix Spike
DOE	Department of Ecology
DOH	Department of Health
EPA	U. S. Environmental Protection Agency
ELAP	Environmental Laboratory Accreditation Program
GC	Gas Chromatography
GC/MS	Gas Chromatography/Mass Spectrometry
IC	Ion Chromatography
ICB	Initial Calibration Blank sample
ICP	Inductively Coupled Plasma atomic emission spectrometry
ICV	Initial Calibration Verification sample
J	Estimated concentration. The value is less than the MRL, but greater than or equal to the MDL. If the value is equal to the MRL, the result is actually <MRL before rounding.
LCS	Laboratory Control Sample
LUFT	Leaking Underground Fuel Tank
M	Modified
MBAS	Methylene Blue Active Substances
MCL	Maximum Contaminant Level. The highest permissible concentration of a substance allowed in drinking water as established by the U. S. EPA.
MDL	Method Detection Limit
MPN	Most Probable Number
MRL	Method Reporting Limit
MS	Matrix Spike
MTBE	Methyl tert-Butyl Ether
NA	Not Applicable
NAN	Not Analyzed
NC	Not Calculated
NCASI	National Council of the paper industry for Air and Stream Improvement
ND	Not Detected at or above the method reporting/detection limit (MRL/MDL)
NIOSH	National Institute for Occupational Safety and Health
NTU	Nephelometric Turbidity Units
ppb	Parts Per Billion
ppm	Parts Per Million
PQL	Practical Quantitation Limit
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
RPD	Relative Percent Difference
SIM	Selected Ion Monitoring
SM	Standard Methods for the Examination of Water and Wastewater, 18th Ed., 1992
STLC	Solubility Threshold Limit Concentration
SW	Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, SW-846, 3rd Ed., 1986 and as amended by Updates I, II, IIA, and IIB.
TCLP	Toxicity Characteristic Leaching Procedure
TDS	Total Dissolved Solids
TPH	Total Petroleum Hydrocarbons
tr	Trace level. The concentration of an analyte that is less than the PQL but greater than or equal to the MDL. If the value is equal to the PQL, the result is actually <PQL before rounding.
TRPH	Total Recoverable Petroleum Hydrocarbons
TSS	Total Suspended Solids
TTLC	Total Threshold Limit Concentration
VOA	Volatile Organic Analyte(s)

COLUMBIA ANALYTICAL SERVICES, INC.

Analytical Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
Sample Matrix: Soil

Service Request: S2002219
Date Collected: 8/4/00
Date Received: 8/8/00

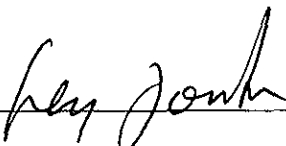
TPH as Diesel

Prep Method: LUFT
Analysis Method: California DHS LUFT
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Sample Name	Lab Code	MRL	Dilution Factor	Date Extracted	Date Analyzed	Result	Result Notes
MW-11@29.5	S2002219-001	1	1	8/10/00	8/16/00	ND	
MW-11@34.5	S2002219-002	1	1	8/10/00	8/16/00	ND	
Method Blank	S200810-SB1	1	1	8/10/00	8/15/00	ND	

Approved By: _____



Date: _____

8/22/00

COLUMBIA ANALYTICAL SERVICES, INC.

QA/QC Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
LCS Matrix: Soil

Service Request: S2002219
Date Collected: NA
Date Received: NA
Date Extracted: 8/10/00
Date Analyzed: 8/15/00

Laboratory Control Sample Summary
TPH as Diesel

Sample Name: Lab Control Sample
Lab Code: S200810-LCS
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Analyte	Prep Method	Analysis Method	True Value	Result	Percent Recovery	CAS Percent Recovery Acceptance Limits	Result Notes
TPH as Diesel	LUFT	California DHS LUFT	100	91	91	28-157	

Approved By: *frey joubert* Date: 8/22/00

COLUMBIA ANALYTICAL SERVICES, INC.

Analytical Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
Sample Matrix: Soil

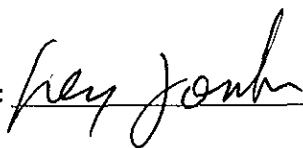
Service Request: S2002219
Date Collected: 8/4/00
Date Received: 8/8/00

BTEX, MTBE and TPH as Gasoline

Sample Name: MW-11@29.5
Lab Code: S2002219-001
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Analyte	Prep Method	Analysis Method	MRL	Dilution Factor	Date Extracted	Date Analyzed	Result	Result Notes
TPH as Gasoline	EPA 5030	CA/LUFT	1	1	8/9/00	8/10/00	ND	
Benzene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Toluene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Ethylbenzene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Xylenes, Total	EPA 5030	8021B	0.010	1	8/9/00	8/10/00	ND	
Methyl tert-Butyl Ether	EPA 5030	8021B	0.05	1	8/9/00	8/10/00	ND	

Approved By: 

Date: 8/22/00

1S22/020597p

COLUMBIA ANALYTICAL SERVICES, INC.

Analytical Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
Sample Matrix: Soil

Service Request: S2002219
Date Collected: 8/4/00
Date Received: 8/8/00

BTEX, MTBE and TPH as Gasoline

Sample Name: MW-11@34.5
Lab Code: S2002219-002
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Analyte	Prep Method	Analysis Method	MRL	Dilution Factor	Date Extracted	Date Analyzed	Result	Result Notes
TPH as Gasoline	EPA 5030	CA/LUFT	1	1	8/9/00	8/10/00	ND	
Benzene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Toluene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Ethylbenzene	EPA 5030	8021B	0.005	1	8/9/00	8/10/00	ND	
Xylenes, Total	EPA 5030	8021B	0.010	1	8/9/00	8/10/00	ND	
Methyl tert-Butyl Ether	EPA 5030	8021B	0.05	1	8/9/00	8/10/00	ND	

Approved By:  Date: 8/22/00

1822/020597p

COLUMBIA ANALYTICAL SERVICES, INC.

Analytical Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
Sample Matrix: Soil

Service Request: S2002219
Date Collected: NA
Date Received: NA

BTEX, MTBE and TPH as Gasoline

Sample Name: Method Blank
Lab Code: S200809-SB1
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Analyte	Prep Method	Analysis Method	MRL	Dilution Factor	Date Extracted	Date Analyzed	Result	Result Notes
TPH as Gasoline	EPA 5030	CA/LUFT	1	1	8/9/00	8/9/00	ND	
Benzene	EPA 5030	8021B	0.005	1	8/9/00	8/9/00	ND	
Toluene	EPA 5030	8021B	0.005	1	8/9/00	8/9/00	ND	
Ethylbenzene	EPA 5030	8021B	0.005	1	8/9/00	8/9/00	ND	
Xylenes, Total	EPA 5030	8021B	0.010	1	8/9/00	8/9/00	ND	
Methyl tert-Butyl Ether	EPA 5030	8021B	0.05	1	8/9/00	8/9/00	ND	

Approved By: *Frey Joubert* Date: 8/22/00

COLUMBIA ANALYTICAL SERVICES, INC.

QA/QC Report

Client: Equiva Services LLC
 Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
 Sample Matrix: Soil

Service Request: S2002219
 Date Collected: NA
 Date Received: NA
 Date Extracted: 8/9/00
 Date Analyzed: 8/10/00

Matrix Spike/Duplicate Matrix Spike Summary
 BTEX and TPH as Gasoline

Sample Name: MW-11@34.5
 Lab Code: S2002219-002MS, S2002219-002DMS
 Test Notes:

Units: mg/Kg (ppm)
 Basis: Wet

Percent Recovery

Analyte	Prep Method	Analysis Method	MRL	Spike Level		Sample Result	Spike Result		Percent Recovery		CAS Acceptance Limits	Relative Percent Difference	Result Notes
				MS	DMS		MS	DMS	MS	DMS			
Benzene	EPA 5030	8021B	0.005	0.5	0.5	ND	0.48	0.48	96	96	57-154	<1	
Toluene	EPA 5030	8021B	0.005	0.5	0.5	ND	0.46	0.46	92	92	60-142	<1	
Ethylbenzene	EPA 5030	8021B	0.005	0.5	0.5	ND	0.46	0.46	92	92	46-150	<1	
Gasoline	EPA 5030	CA/LUFT	1	10	10	ND	9.73	9.84	97	98	67-121	1	

Approved By: frey joubert Date: 8/22/00

COLUMBIA ANALYTICAL SERVICES, INC.

QA/QC Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
LCS Matrix: Soil

Service Request: S2002219
Date Collected: NA
Date Received: NA
Date Extracted: 8/9/00
Date Analyzed: 8/10/00

Laboratory Control Sample Summary
 BTEX and TPH as Gasoline

Sample Name: Lab Control Sample
Lab Code: S200809-LCS
Test Notes:

Units: mg/Kg (ppm)
Basis: Wet

Analyte	Prep Method	Analysis Method	True Value	Result	Percent Recovery	CAS	Result Notes
						Percent Recovery Acceptance Limits	
Benzene	EPA 5030	8021B	0.5	0.45	90	57-154	
Toluene	EPA 5030	8021B	0.5	0.44	88	60-142	
Ethylbenzene	EPA 5030	8021B	0.5	0.45	90	46-150	
Gasoline	EPA 5030	CA/LUFT	10	9.70	97	67-121	

Approved By: hey joub Date: 8/22/00

COLUMBIA ANALYTICAL SERVICES, INC.

QA/QC Report

Client: Equiva Services LLC
Project: 3810 Broadway, Oakland, CA/93995026 (INCIDENT#)136009
Sample Matrix: Soil

Service Request: S2002219
Date Collected: NA
Date Received: NA
Date Extracted: NA
Date Analyzed: NA

Surrogate Recovery Summary
BTEX and TPH as Gasoline

Prep Method: EPA 5030
Analysis Method: 8021B CA/LUFT

Units: PERCENT
Basis: NA

Sample Name	Lab Code	Test Notes	Percent Recovery	
			a,a,a-Trifluorotoluene	a,a,a-Trifluorotoluene
MW-11@29.5	S2002219-001		99	101
MW-11@34.5	S2002219-002		100	102
Method Blank	S200809-SB1		90	92
MW-11@34.5	S2002219-002MS		100	118
MW-11@34.5	S2002219-002DMS		102	115
Lab Control Sample	S200809-LCS		99	112

CAS Acceptance Limits: 70-130% 70-130%

Approved By: frey joub Date: 8/22/00

Columbia Analytical Services, Inc. General Terms and Conditions

Laboratory Services

1. These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory ("LAB") and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to LAB. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state from which services are procured.

2. **Warranty.** Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

At LAB sole discretion, preliminary results may be given in advance of the laboratory report. Such preliminary results are tentative, subject to confirmation and final review by LAB. Client's use of preliminary results in any manner shall be at Client's sole risk.

3. **Scope and Compensation.** LAB agrees to perform the services described in the proposal or agreement to which these Terms and Conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1 1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sales, use or other taxes. Such taxes will be added to invoice prices when required. LAB reserves the right to require payment prior to release of data. Until such time as Client invoices are paid in full, LAB has no obligation, and will not defend, reproduce, return, or supplement data results.

4. **Prices.** Compensation for services performed will be based on the current Lab Analytical Fee Schedule, or on verbal quotations agreed to in writing by the parties. Unless specifically indicated on the written confirmation of quotation, analytical turnaround times are not guaranteed. The minimum charge will be \$100.00 unless otherwise noted.

5. **Methods.** Where applicable, LAB will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), State Agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, or other recognized methodologies. LAB reserves the right to deviate from these methodologies, if necessary or appropriate, due to the nature or composition of the sample or otherwise, based on the reasonable judgment of LAB. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or LAB's standard operating procedures.

6. **Limitations of Liability.** In the event of any error, omission or other professional negligence, the sole and exclusive responsibility of LAB shall be to reperform the deficient work at its own expense, and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation or responsibility of any kind for losses, costs, expenses or other damages (including but not limited to any special, indirect, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients, and LAB is in no way responsible for the use of such results by clients or third parties. All results should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of the results.

7. **Hazard Disclosure.** Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance which is to be delivered to LAB will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

8. **Sample Handling.** Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss of or damage to such sample remains

with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from LAB's premises.

LAB will use its best efforts to arrange for the shipment of specially prepared sample bottles, sampling instructions per Client instruction by the readily available, least cost method. Any other shipment arrangements will be at Client's expense.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis, unless modified by applicable state or federal laws. Client will be required to give to LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample which, in the sole judgment of LAB, (a) is of unsuitable volume, (b) may be or become unsuitable for, or may pose a risk in handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) has been delivered to the LAB more than 72 hours after sampling or if one half or more of the recommended holding time for the analysis has lapsed.

9. **Legal Responsibility.** LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

10. **Data Deliverables.** Where specifically requested by Client, LAB agrees to produce electronic data representing services performed hereunder, subject to the following specific understanding between the parties: LAB agrees to supply Client with electronic data as mutually defined, using an agreed medium. Client recognizes that LAB is not a software consultant, manufacturer or reseller; any transfer of electronic data pursuant to services provided by LAB is an accommodation to and strictly for the convenience of the client who is solely liable for the choice and maintenance of the medium utilized. Electronic data provided under this agreement is not deemed to be the project deliverable for the purpose of fulfilling obligations under the Agreement. The provision of electronic data does not in any way modify the intention of the parties that the Client rely on the written or hard copy form of the deliverable.

Except with regard to any limited warranty as specifically set forth below, LAB disclaims and excludes all warranties express or implied with regard to the creation, transmittal or use of electronic data hereunder. The limited warranty in this Agreement replaces all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. Professional warranties extend to written or hard copy deliverables only and do not extend to electronic data supplied to Client. Professional warranties in the Agreement which extend to written or hard copy deliverables shall be undisturbed by this Amendment. LAB's liability for medium failure shall be limited to replacement of the electronic data with a hard copy for a period of thirty days from the date of delivery. LAB's electronic data transfer is derived in part from or is created using third party software, and no such third party warrants or assumes any liability regarding use of or undertakes to provide support information relating to LAB's electronic data. LAB will utilize anti-virus programs on a best efforts basis in preparation of the electronic data transfer, but LAB makes no warranty as to the effectiveness of such screening. LAB will also use its best efforts to ensure that its electronic data will meet all criteria as specified by Client, including criteria regarding date/time data, if, and when, included; but LAB makes no warranty as to the appropriateness of the client specified criteria by accepting the same.

In addition to indemnities contained in the underlying agreement between LAB and Client, Client shall hold LAB harmless from any claims, suits or liability arising from or related to electronic data supplied pursuant to this Agreement. Any reuse of original or altered files by Client shall be at Client's risk and without liability or responsibility to LAB, but shall entitle LAB to additional compensation for such unauthorized reuse. In no event will LAB's liability for electronic data include any special, incidental or consequential damages, whether or not LAB has knowledge of the potential for loss or damage.

11. **Force Majeure.** LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.



31 August, 2000

Nick Sudano
Blaine Tech Services (Shell)
1680 Rogers Avenue
San Jose, CA 95112

RE: 3800 Broadway
Sequoia Report: MJH0632

Enclosed are the results of analyses for samples received by the laboratory on 08/17/00 12:33. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Ted Terrasas
Project Manager

CA ELAP Certificate #1210






Blaine Tech Services (Shell) 1680 Rogers Avenue San Jose CA, 95112	Project: 3800 Broadway Project Number: 3800 Broadway/ Oakland Project Manager: Nick Sudano	Reported: 08/31/00 09:22
--	--	------------------------------------

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
MW-11	MJH0632-01	Water	08/16/00 14:20	08/17/00 12:33


 Ted Terrasas, Project Manager





Blaine Tech Services (Shell)
1680 Rogers Avenue
San Jose CA, 95112

Project: 3800 Broadway
Project Number: 3800 Broadway/ Oakland
Project Manager: Nick Sudano

Reported:
08/31/00 09:22

**Total Purgeable Hydrocarbons (C6-C12) and BTEX by DHS LUFT
Sequoia Analytical - Morgan Hill**

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
MW-11 (MJH0632-01) Water Sampled: 08/16/00 14:20 Received: 08/17/00 12:33									
Purgeable Hydrocarbons	ND	50.0	ug/l	1	0H29003	08/29/00	08/29/00	DHS LUFT	
Benzene	ND	0.500	"	"	"	"	"	"	
Toluene	ND	0.500	"	"	"	"	"	"	
Ethylbenzene	ND	0.500	"	"	"	"	"	"	
Xylenes (total)	ND	0.500	"	"	"	"	"	"	
<i>Surrogate: a,a,a-Trifluorotoluene</i>		93.0 %		70-130	"	"	"	"	





Blaine Tech Services (Shell) 1680 Rogers Avenue San Jose CA, 95112	Project: 3800 Broadway Project Number: 3800 Broadway/ Oakland Project Manager: Nick Sudano	Reported: 08/31/00 09:22
--	--	------------------------------------

**Diesel Hydrocarbons (C9-C24) by DHS LUFT
Sequoia Analytical - Morgan Hill**

Analyte	Result	Reporting Limit	Units	Dilution	Batch	Prepared	Analyzed	Method	Notes
MW-11 (MJH0632-01) Water Sampled: 08/16/00 14:20 Received: 08/17/00 12:33									
Diesel Range Hydrocarbons	56.8	50.0	ug/l	1	0H22036	08/22/00	08/25/00	DHS LUFT	D-15
<i>Surrogate: n-Pentacosane</i>		117 %	50-150		"	"	"	"	





Blaine Tech Services (Shell) 1680 Rogers Avenue San Jose CA, 95112	Project: 3800 Broadway Project Number: 3800 Broadway/ Oakland Project Manager: Nick Sudano	Reported: 08/31/00 09:22
--	--	------------------------------------

**Total Purgeable Hydrocarbons (C6-C12) and BTEX by DHS LUFT - Quality Control
Sequoia Analytical - Morgan Hill**

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 0H29003 - EPA 5030B [P/T]										
Blank (0H29003-BLK1)										
				Prepared & Analyzed: 08/29/00						
Purgeable Hydrocarbons	ND	50.0	ug/l							
Benzene	ND	0.500	"							
Toluene	ND	0.500	"							
Ethylbenzene	ND	0.500	"							
Xylenes (total)	ND	0.500	"							
<i>Surrogate: a,a,a-Trifluorotoluene</i>	9.31		"	10.0		93.1	70-130			
LCS (0H29003-BS1)										
				Prepared & Analyzed: 08/29/00						
Purgeable Hydrocarbons	241	50.0	ug/l	250		96.4	70-130			
<i>Surrogate: a,a,a-Trifluorotoluene</i>	14.3		"	10.0		143	70-130			S-02
Matrix Spike (0H29003-MS1)										
				Source: MJH0661-01 Prepared & Analyzed: 08/29/00						
Benzene	8.84	0.500	ug/l		ND		60-140			
Toluene	9.47	0.500	"		ND		60-140			
Ethylbenzene	10.4	0.500	"		ND		60-140			
Xylenes (total)	31.6	0.500	"		ND		60-140			
<i>Surrogate: a,a,a-Trifluorotoluene</i>	9.77		"	10.0		97.7	70-130			
Matrix Spike Dup (0H29003-MSD1)										
				Source: MJH0661-01 Prepared & Analyzed: 08/29/00						
Benzene	8.97	0.500	ug/l		ND		60-140	1.46	25	
Toluene	9.82	0.500	"		ND		60-140	3.63	25	
Ethylbenzene	11.1	0.500	"		ND		60-140	6.51	25	
Xylenes (total)	32.1	0.500	"		ND		60-140	1.57	25	
<i>Surrogate: a,a,a-Trifluorotoluene</i>	10.0		"	10.0		100	70-130			





Blaine Tech Services (Shell)
1680 Rogers Avenue
San Jose CA, 95112

Project: 3800 Broadway
Project Number: 3800 Broadway/ Oakland
Project Manager: Nick Sudano

Reported:
08/31/00 09:22

**Diesel Hydrocarbons (C9-C24) by DHS LUFT - Quality Control
Sequoia Analytical - Morgan Hill**

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch 0H22036 - EPA 3510B										
Blank (0H22036-BLK1)					Prepared: 08/22/00 Analyzed: 08/24/00					
Diesel Range Hydrocarbons	ND	50.0	ug/l							
Surrogate: n-Pentacosane	109		"	100		109	50-150			
LCS (0H22036-BS1)					Prepared: 08/22/00 Analyzed: 08/24/00					
Diesel Range Hydrocarbons	884	50.0	ug/l	1000		88.4	60-140			
Surrogate: n-Pentacosane	116		"	100		116	50-150			
Matrix Spike (0H22036-MS1)					Source: MJH0479-02 Prepared: 08/22/00 Analyzed: 08/28/00					
Diesel Range Hydrocarbons	92600	300	ug/l	1000	3910	8870	50-150			Q-02
Surrogate: n-Pentacosane	1470		"	100		1470	50-150			S-01
Matrix Spike Dup (0H22036-MSD1)					Source: MJH0479-02 Prepared: 08/22/00 Analyzed: 08/28/00					
Diesel Range Hydrocarbons	50100	100	ug/l	1000	3910	4620	50-150	59.6	50	Q-02
Surrogate: n-Pentacosane	1220		"	100		1220	50-150			S-01





Blaine Tech Services (Shell)
1680 Rogers Avenue
San Jose CA, 95112

Project: 3800 Broadway
Project Number: 3800 Broadway/ Oakland
Project Manager: Nick Sudano

Reported:
08/31/00 09:22

Notes and Definitions

- D-15 Chromatogram Pattern: Unidentified Hydrocarbons C9-C24
- Q-02 The spike recovery for this QC sample is outside of established control limits due to sample matrix interference.
- S-01 The surrogate recovery for this sample is not available due to sample dilution required from high analyte concentration and/or matrix interferences.
- S-02 The surrogate recovery for this sample cannot be accurately quantified due to interference from coeluting organic compounds present in the sample.
- DET Analyte DETECTED
- ND Analyte NOT DETECTED at or above the reporting limit
- NR Not Reported
- dry Sample results reported on a dry weight basis
- RPD Relative Percent Difference



BLAINE

TECH SERVICES INC.

1680 ROGERS AVENUE
 SAN JOSE, CALIFORNIA 95112-1105
 FAX (408) 573-7771
 PHONE (408) 573-0555

CONDUCT ANALYSIS TO DETECT

LAB Segovia DHS # _____
 ALL ANALYSES MUST MEET SPECIFICATIONS AND DETECTION LIMITS SET BY CALIFORNIA DHS AND
 EPA RWQCB REGION _____
 LIA
 OTHER MJH0632

CHAIN OF CUSTODY

000816-63
 CLIENT Equiva - Karen Petryna
 SITE 3800 Broadway
 Oakland, CA

C = COMPOSITE ALL CONTAINERS

TPH - gas, BTEX	MTBE by 8020	MTBE by 8260	TPH - diesel	Oxygenates by 8260	1,2-DCA & EDB by 8010
X			X		

SPECIAL INSTRUCTIONS
 Send invoice to Equiva 8/17/00
 Incident # 93995026
 Send report to Blaine Tech Services
 Attn: ~~Ann Pember~~ NICCO SODANO

SAMPLE I.D.	DATE	TIME	MATRIX		TOTAL	CONTAINERS	C	CONDUCT ANALYSIS TO DETECT						ADD'L INFORMATION	STATUS	CONDITION	LAB SAMPLE #
			S = SOIL	W = H2O				TPH - gas, BTEX	MTBE by 8020	MTBE by 8260	TPH - diesel	Oxygenates by 8260	1,2-DCA & EDB by 8010				
<u>MW-11</u>	<u>8/16/00</u>	<u>1420</u>	<u>W</u>	<u>5</u>	<u>3 HLLC Vials</u> <u>2 NIPAA vial</u>			X			X			<u>01</u>			

SAMPLING COMPLETED	DATE	TIME	SAMPLING PERFORMED BY	RESULTS NEEDED NO LATER THAN	
	<u>8/16/00</u>		<u>[Signature]</u>		
RELEASED BY	DATE	TIME	RECEIVED BY	DATE	TIME
<u>[Signature]</u>	<u>8/17/00</u>	<u>9:17</u>	<u>[Signature]</u>	<u>8/17/00</u>	<u>9:15</u>
RELEASED BY	DATE	TIME	RECEIVED BY	DATE	TIME
<u>[Signature]</u>			<u>[Signature]</u>	<u>8/17/00</u>	<u>1233</u>
SHIPPED VIA	DATE SENT	TIME SENT	COOLER #		