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TWO CENTURY PLAZA

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OF COUNSEL
NED GOOD

MOSES LEBOVITS
DEBORAH A. DAVID
JOSEPH J.M. LANGE

December 3, 1992

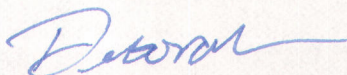
Mr. Barney M. Chan
Hazardous Materials Specialist
Alameda County
Health Care Services Agency
80 Swan Way
Room 200
Oakland, California 94621

Re: Request for Work Plan for Subsurface
Investigation at 106-110 Hegenberger Rd.,
Oakland, California 94621

Dear Mr. Chan:

Enclosed please find a copy of a letter dated November
17, 1992 from West Coast Environmental to me and the
accompanying eight-page proposal for additional assessment
work plan.

Yours very truly,



DEBORAH A. DAVID

/tet
Enclosure

Stewart's
LASER
25% COTTON FIBER

West Coast Environmental

November 17, 1992

Ms. Deborah A. David
Attorney at Law
Lebovits and David
2049 Century Park East - Suite 3100
Los Angeles, CA 90067

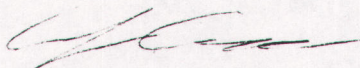
Hold in file.

Dear Ms. David:

Enclosed is our proposal to conduct additional assessment work and soil vapor extraction testing at the 106-110 Hegenberger Road site. The text of the proposal may be submitted to the Alameda County Environmental Health Department as a preliminary work plan. They may request a more detailed work plan, which we will provide as part of our proposed scope of services.

If you have any questions, please feel free to call me, Rob Dal Farra or Phil Kinney.

Sincerely,



Carolyn Means Casavan

P.E.

Enclosures

Principal

RECEIVED NOV 18 1992

Proposed Scope of Services and Estimated Costs

Additional Assessment and Soil Vapor Extraction Testing 106-110 Hegenberger Road, Oakland, California

November 17, 1992

Purpose

The purpose of this work is to assess the extent of soil and groundwater contamination at the above site. The services proposed are designed to meet the requirements of the Alameda County Environmental Health Department (ACEHD) as outlined in their letter of September 4, 1992.

1.0 Groundwater Monitoring

Three monitoring wells will be installed in the area of the former sump to determine whether groundwater has been impacted by soil contamination found at SS-22-4.5, HA-4 and HA-7.

The wells will extend to a depth of 20 feet below first groundwater or to the first impermeable layer encountered. The wells will be installed to meet the requirements of the State Regional Water Quality Control Board. The wells will be constructed of 2-inch diameter Schedule 40 PVC pipe and the screened interval will extend from well bottom to 3-5 feet below grade. The wells will be provided with a gravel pack from total depth to about one foot above the screened interval, a one-foot bentonite seal, a cement seal to the surface and a flush surface well cover with traffic bearing capability.

One soil sample from each boring will be submitted for the following analyses:

3 by EPA Method 8015/8020	Total Petroleum Hydrocarbons as Gasoline, BTEX	<i>add</i>
3 by SM 5520 D&F	Total Oil & Grease	<i>TPH detail</i>
3 by EPA Method 7420	Total Lead	<i>& solub Total Pb > 50ppm</i>

Following installation the wells will be purged and sampled. The purged water will be collected and stored in a 55-gallon, DOT approved drum pending receipt of analytical results. One water sample from each well and one trip blank will be submitted for analysis:

4 by EPA Method 8015/8020	Total Petroleum Hydrocarbons as Gasoline, BTEX	<i>detail</i>
4 by SM 5520 D&F	Total Oil & Grease	<i>detail</i>
4 by EPA Method 7420	Total Lead	
3 by EPA Method 7420	Soluble Lead (filtered)	

2.0 Soil Contamination Assessment

NO CHC found in SS-22-4.5

Additional soil sampling will be conducted to further define the extent of contamination in areas identified during tank excavation and preliminary assessment. Eight borings will be drilled to a depth of 5 to 8 feet (to groundwater). One soil sample will be obtained from each boring. Samples will be submitted for analysis, as follows:

<u>Location</u>	<u>No.</u>	<u>Analysis</u>	
Tank 3 NE (SS-20-5)	1	8260 SM 5520 D&F	Fuel fingerprint Total Oil & Grease
Product line (SS-29-2.5)	2	8015/8020	TPH as gasoline/BTEX
Pump island (SS-31-3)	2	8015/8020	TPH as gasoline/BTEX
Pump island (SS-7-4)	2	8015/8020	TPH as gasoline/BTEX
Tank 1&2 SE (SS-10-5)	1	8015/8020	TPH as gasoline/BTEX
Duplicate	1	8015/8020	TPH as gasoline/BTEX

3.0 Soil Vapor Extraction Testing

Due to the clayey nature of the soil, testing will be conducted to determine whether soil vapor extraction would be effective for the site. Two vapor extraction wells will be installed in the area of HA-4 and HA-7. One will be located in the former dispenser area and the other will be located 10 feet away. The extraction wells will extend to a depth of 5-8 feet below grade and will be constructed of 4-inch Schedule 40 PVC. Testing will be conducted to evaluate the radius of influence of the wells, vapor concentrations and flow rates.

4.0 Report Preparation and Follow Up

A written report summarizing field work, laboratory results, vapor extraction testing and recommendations will be issued following completion of the project. All work will be performed according to current regulatory requirements. Some time has also been included for follow up with the appropriate regulatory agencies.

ESTIMATED COST - TOTAL PROJECT

\$ 23,698

Details enclosed

AGREEMENT TO CONTRACT FOR SERVICES

EXCLUSIONS

The following are not included in this agreement to contract for the above scope of work:

- Disposal of soil and water generated during sampling is not included in this proposal;
- Additional sampling if further investigation or remediation of the soil/groundwater are required;
- Cost of removing (closure) the groundwater monitoring wells installed;
- Underground Service Alert (USA) will be contacted to locate any public utilities, as required by law. Not all utilities are USA members. WCE will not identify any underground utilities;
- Locating or repair of any damaged utilities.

AGREEMENT

West Coast Environmental will perform the services outlined in the attached proposal under the terms and conditions below. Estimated costs are based on the required engineering/geological services, analytical fees, equipment rental, and other items noted in this proposal. These costs are subject to change depending upon on the amount of sampling, laboratory analysis, engineering/geological work and other services performed. Services beyond the scope of this proposal which may increase the ultimate cost of the project will not be performed without prior approval of the client.

We hereby agree to contract for aforementioned services, as indicated above, at the stated price and agree to submit **30% (\$ 7,180.00)** of the total estimated cost of the project prior to commencement. This deposit will be applied to the final invoice. An initial invoice may be submitted at the conclusion of sampling procedures for work preformed through that date and will be due within 15 days. All invoices past 30 days are subject to a finance charge of 1.5% per month, which is 18% annually.

(Signature)

(Date)

TERMS AND CONDITIONS

EXCUSABLE DELAYS

Seller shall not be in default nor be liable for delays in the manufacture or delivery of goods or performance of services herein, due to any cause beyond reasonable control, including, but not limited to, acts of God, act of civil or military authorities, Governmental priorities, failure of facilities or major equipment, fire, explosion, floods, epidemics, war, riot, sabotage, civil disturbances, strikes or other difference with workmen, shortage of utilities, material or labor, freight embargo, transportation or subcontractor delay or other similar causes. In the event of any such delay, the date of delivery shall be extended for the period equal to the time actually lost by reason of the delay. If, at the request of or due to the acts or omissions of Purchaser, Seller is delayed or accelerated in the performance of its obligations hereunder, Seller shall be entitled to an equitable adjustment in the delivery schedule and/or the contract price.

WARRANTY OF SERVICES

In providing the services described, the Seller and its respective employees shall exercise the degree of skill and care that is required by customarily-accepted good professional and technical practices and procedures. If the Seller should fail to meet the professional standards specified in this paragraph, its sole liability shall be limited to reperformance of those specific services which fail to meet said standards, at no expense to Buyer, so as to conform the affected services to the specified standards, provided that the Buyer notifies the Seller in writing within thirty (30) days from completion of such services. Any other provisions of this contract to the contrary notwithstanding, this warranty except as to title is in lieu of all other warranties expressed or implied including merchantability, whether arising by law, custom or conduct, and the right and remedies provided herein are exclusive and in lieu of any other rights or remedies. In no event shall seller be liable for consequential damages.

LIMITATION OF LIABILITY

The remedies of the Buyer set forth herein are exclusive, and the liability of the Seller with respect to this work, or anything done in connection therewith such as the performance or breach thereof, or from furnishing services under this contract whether in contract, in tort (including negligence), or otherwise, shall not in the aggregate exceed an amount equal to 100 percent of the initial contract price of the services on which such liability is based with respect to all claims, damages, or losses. Furthermore, in no event shall the Seller be liable to the Buyer for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to loss of use of production facilities equipment, damage or loss of other property or equipment, or increased expense of operation of any equipment, loss of anticipated profit, loss of revenue, lost production, or claims of customers irrespective of whether claims or actions for such damages are based on contract, warranty, guarantee, negligence, strict liability or otherwise.

COST ESTIMATE / BIDS

DD-OAKL.XLS

PROJECT: D.David
 DATE: 11/17/92
 ASSUMPTIONS: - 3 GW wells, 8 borings, 2 soil vap. wells, soil vapor test
 - report

DESCRIPTION	HOURS	RATE	COST	TOTALS
PROJECT PREPARATION, PLANNING				
principal engineer	2	85.00	170.00	
project manager	2	85.00	170.00	
Senior engineer		75.00		
Registered geologist		75.00		
staff engineer (general)	18	68.00	1224.00	permit SV system, wells, other
staff engineer (work plan)	12	68.00	816.00	sampling plan
staff engineer (H&S plan)	4	68.00	272.00	
engineer		68.00		
technician		55.00		
drafting		40.00		
clerical	2	35.00	70.00	
SUBTOTAL			2722.00	

FIELD RECON. & TRAVEL TIME				
principal engineer		100.00		
project manager		85.00		
Senior engineer		75.00		
Registered geologist	14	53.00	742.00	(70% rate)
staff engineer		68.00		
technician	14	39.00	546.00	(70% rate)
drafting		40.00		
clerical		35.00		
SUBTOTAL			1288.00	

FIELD TECHNICAL.				
principal engineer		85.00		
project manager	2	85.00	170.00	
Senior Engineer		75.00		
RG -- sample	36	75.00	2700.00	4 days
staff engineer		68.00		
technician	36	55.00	1980.00	4 days
technician (van prep.)	2	55.00	110.00	
drafting		40.00		
clerical		35.00		
SUBTOTAL			4960.00	

REPORT PREP.				
principal engineer	2	85.00	170.00	
project manager	3	85.00	255.00	
Senior engineer		75.00		
Registered geologist		75.00		
staff engineer	32	68.00	2176.00	2 days interpret data, 2 days report
geologist (boring logs)	10	68.00	680.00	
technician		55.00		
drafting (plot plans, etc.)	3	55.00	165.00	
clerical	3	35.00	105.00	
subtotal			3551.00	

DESCRIPTION	HOURS	RATE	COST	TOTALS
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FOLLOW-UP / NEXT PHASE DEVELOPMENT

principal engineer	2	85.00	170.00	
project manager		85.00		
Senior engineer		75.00		
Registered geologist		75.00		
staff engineer	4	68.00	272.00	
staff engineer (proposal)		68.00		
technician		55.00		
drafting		40.00		
clerical	2	35.00	70.00	

SUBTOTAL				512.00
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FIELD EXPENSES

2 person per diem (\$/day)	4	175.00	700.00	4 days
Photo develop. (per 24)		35.00		
plane		1.00		
other (\$/day)		1.00		
Travel (\$/mile)	800	0.35	280.00	

SUBTOTAL				980.00
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PERMIT FEES

Well Permits		330.00		
DoHS		1.00		
VCEHD		1.00		
RWQCB		1.00		
exempt (VCAPCD)		1.00		
aeration (VCAPCD)		460.00		???

SUBTOTAL	
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OUTSIDE COSTS	HOURS	RATE	COST	TOTALS
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Drilling Costs:

Drill rig (\$ per hour)	6	161.00	966.00	Valley well estimate
Travel & washdown	3	161.00	483.00	Valley well estimate
Boring (\$/ft)		13.50		
2" monitoring well (\$/ft)	90	24.00	2160.00	Valley well estimate
4" monitoring well (\$/ft)	20	34.00	680.00	Valley well estimate
traffic box	5	138.00	690.00	Valley well estimate
steam cleaner (\$/day)	2	58.00	116.00	Valley well estimate
concrete (\$ per bag)		7.50		
grouting (\$ per hour)		144.00		
grouting (\$ per ft.)	64	5.00	320.00	Valley well estimate
AS BID BY DRILLER		1.10		

Soil Vapor Survey:

TEG + 15% (1 man/day)		1700.00		
TEG + 15% (2 men/day)		2245.00		

Excavation & Trucking:

backhoe (\$/hr)		80.00		this will be gone if OST supplies the backhoe
backfill (\$/ton delivered)		10.00		(VPS x 1.0)
soil trucking/ load (22 ton/load)		840.00		to Kettleman - 100 yd3 or 130 tons (factor of 1.3 x)
soil trucking @ 17yd/ truck (\$/hr)		72.00		3 loads, 12 hrs each
AS BID BY CONTRACTOR		1.00		

OTHER:

Solmar Bugs		2000.00		
soil disp. @ Kettleman (per ton)		120.00		assumes no treatment is required for metals
soil & water disposal (VPS)		1.15		assumes soil & water are contam. but non-hazardous
HAZCAT Contractor (\$/hr)		60.00		

BID PRICE FROM DISPOSER		1.15		
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TAXES

Quarterly haz. waste (\$/ton)		52.50		based on tonnage landfilled
Superfund tax (\$/ton)		52.50		based on tonnage landfilled
Generator tax		1.00		based on tons generated (50 to 250 ton rate)

SUBTOTAL				5415.00
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WCE MATERIALS

DD-OAKL.XLS

	UNIT	COST/UNIT	COST	
Sample Ring(s)	15	4.00	60.00	
Saw Cut (\$/hr)		1.15		Penhall @ (\$92/hr + \$ 60 travel) + 15%
Gravel (bags)				
Drums	12	45.00	540.00	
Concrete (bags)	6	6.50	39.00	
WCE Grout for borings (bags)		8.00		6 feet per bag - feet/6 x cost per bag
OVA Rental (weeks)		405.00		
PID (days)	4	85.00	340.00	
LEL (days)		50.00		
Soil Kit (days)	1	30.00	30.00	
dedicated well pumps	3	50.00	150.00	
Surveying Equip.(days)	5	12.00	60.00	
Well equipment (days)	1	50.00	50.00	
Well Development (days)		50.00		
Level C (days)		50.00		
Level D (days)	4	25.00	100.00	
Van field use (days)	4	50.00	200.00	
Rotor Hammer (days)		100.00		
Metal Detector (days)	6	6.00	36.00	
Visquine (rolls)	1	35.00	35.00	
Fencing				
Backhoe (hours)		85.00		
Drum Dolly (days)	3	10.00	30.00	
vacumn gauge	1	25.00	25.00	
blower rental	1	450.00	450.00	- includes shipping (Enviro Instruments + 10%)
flow meter	1	50.00	50.00	
		288.00		
HYDAC (\$/week)		150.00		- includes shipping (Enviro Instruments + 10%)
Aerial photos		50.00		

SUBTOTAL 2195.00

ANALYTICAL

Organics Analysis	# of Samples	Cost/Sample	Cost	LAB
SOIL TPH & BTXE	11	85.00	935.00	NET + 10%
GW TPH & BTXE	4	85.00	340.00	NET + 10%
Fuel finger	1	85.00	85.00	NET + 10%
413 soil	4	50.00	200.00	NET + 10%
413 water	4	50.00	200.00	NET + 10%
Metals				
total lead (soil)	3	35.00	105.00	NET + 10%
total lead (water)	4	30.00	120.00	NET + 10%
soluble lead	3	30.00	90.00	NET + 10%

SUBTOTAL 2075.00

TOTAL 23698.00

PROJECT:

D.David

DD-OAKL.XLS

DATE:

11/17/92

ASSUMPTIONS:

- 3 GW wells, 8 borings, 2 soil vap. wells, soil vapor test
- report

ESTIMATE SUMMARY

TOTAL: 23698.00
 30% 7109.40

PROJECT PREPARATION, PLANNING	2722.00	
FIELD RECON. & TRAVEL TIME	1288.00	
FIELD TECHNICAL.	4960.00	
REPORT PREP.	3551.00	
FOLLOW-UP / NEXT PHASE DEVELOPMENT	512.00	13033.00 (TOTAL WCE CHARGES)
FIELD EXPENSES	980.00	
WCE MATERIALS	2195.00	3175.00 (TOTAL WCE MATERIALS)
OUTSIDE COSTS	5415.00	
PERMIT FEES		
ANALYTICAL	2075.00	

HOURS

	Principal	Project Manager	Senior Eng.	Reg. Geol.	Staff Eng	Tech.	Drafting	Clerical
Project Prep. & Planning	2.00	2.00			34.00			2.00
Field Reconnaissance				14.00		14.00		
Field Technical		2.00		36.00		38.00		
Report Preparation	2.00	3.00			42.00		3.00	3.00
Follow Up / Next Phase	2.00				4.00			2.00
Total Hours	6	7		50	80	52	3	7