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Subsurface Environmental Corp.

FAX

To: KEN TRAN **Co:**

Fax: (415) 387-5929 **Pages:** 60

Phone: (415) 387-5929 **Date:** 10/19/99

Re: 3314 SAN PABLO AVE. **cc:** MR. WANG (510) 337-9335

☐ **Urgent** ☑ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments:**

SUBSURFACE ENVIRONMENTAL CORP

September 17, 1999

Mr. Nam Nguyen
C/O Mr. Ken Tran
5700 3rd Street
San Francisco, CA 94124

Re: **Proposal for Soil Excavation and Disposal**
3314 San Pablo Avenue, Oakland

Dear Mr. Tran:

Subsurface Environmental Corp. (Subsurface) has prepared the attached proposal for the removal of petroleum hydrocarbon-impacted soil located at 3314 San Pablo Avenue, Oakland, California.

The proposed remediation activities include:

- Permits and Regulatory Interface
- Development of a Corrective Action Plan
- Soil Removal and Disposal
- Soil Sampling and Analysis

If you have any questions regarding this proposal, please call me at (415) 863-8100. Thank you for your consideration.

Sincerely,

Tracy Powell

Tracy Powell, P.E.

Proposal for
Soil Excavation and Disposal
3314 San Pablo Avenue

Introduction

Subsurface Environmental Corp. (Subsurface) has prepared the enclosed proposal to remove petroleum hydrocarbon-impacted soil associated with four underground storage tanks located at 3314 San Pablo Avenue, Oakland, California.

This proposal is based on information obtained from the Tank Removal Activity Report (TRAP) prepared by SEMCO/HK2, Inc. dated March 19, 1996, and an inspection report prepared by the Alameda County Department of Environmental Health (ACDEH) dated February 29, 1996.

Background

The site is located northwest of downtown Oakland, California approximately 0.5 miles west of the I-580 and I-980 freeway intersection. A gas station and automobile detailing business, W B Detailing, previously occupied the site.

In February and March 1996, two 4,000 gallon USTs, one 6,000 gallon UST, and one 8,000 gallon UST were removed by SEMCO/HK2, Inc. Following the removal of the USTs, seven soil samples and one groundwater sample were collected from various locations and depths within the UST excavation. Laboratory analysis detected concentrations of total petroleum hydrocarbons as gasoline (TPHg) in the soil ranging from 120 mg/kg to 8,000 mg/kg, benzene was detected in the soil ranging from 280 ug/L to 4,000 ug/L, toluene was detected in the soil from 95 ug/L to 12,000 ug/L, ethylbenzene was detected in the soil ranging from 95 ug/L to 49,000 ug/L, and xylenes were detected in the soil ranging from 400 ug/L to 87,000 ug/L. TPHg was detected in groundwater at 46 mg/L, benzene at 440 ug/L, toluene at 500 ug/L, ethylbenzene at 260 ug/L, and xylenes at 650 ug/L.

In addition, two stockpiles of excavated material were sampled. The first stockpile was material from the 6,000 gallon UST and the 8,000 gallon UST excavation. However, no record of petroleum hydrocarbon analysis was found in the TRAP. The second stockpile, material from the 4,000 gallon UST excavation, was analyzed for TPHg and benzene, toluene, ethylbenzene, and, xylenes (BTEX). TPHg was detected at 1,500 mg/kg, benzene at 440 ug/L, toluene at 1,000 ug/L, ethylbenzene at 8,400 ug/L, and xylenes at 44,000 ug/L.

According to ACDEH's inspection report, soil at the sidewalls just beyond the UST backfill material, is stiff clay. The ACDEH noted moderate odor and staining at the north end of the UST pit and moderate to strong odor and staining on the west side of the UST pit. These remarks are fairly consistent with laboratory analysis.

Scope of Work

The proposed scope of work includes the removal of hydrocarbon-impacted soil, confirmatory sampling, and regulatory interface. Hydrocarbon-impacted soil within the UST pit and at the north and west sidewalls up to two feet beyond the original UST pit area will be removed. The depth of the excavation will be approximately 10 feet below ground surface where groundwater was encountered during the tank removal activities. A photoionization detector, as well as olfactory and visual observations, will be used while excavating to minimize the amount of soil removed.

This proposal includes obtaining permits, regulatory approval and inspections, insurance, project supervision, testing, laboratory analysis, equipment, labor, and materials to perform the following work.

1. Contact USA for sidewalk utility clearance prior to mobilization.
2. Obtain a Bay Area Air Quality Permit.
3. Prepare a site health and safety plan in accordance with OSHA 29 CFR 1910.120.
4. Prepare a corrective action plan for proposed work and submit to the ACDEH for approval.
5. Provide 40-hour hazardous waste certified personnel for field activities.
6. Sawcut, remove, and dispose of asphalt paving above the UST excavation.
7. Excavate clean material (imported by SEMCO to replace tank volume) and stockpile onsite.
8. Excavate hydrocarbon-impacted soil and stockpile separately from clean soil. Cover stockpiles with polyethylene sheeting. to ~ what depth
9. Collect eight confirmatory soil samples from the UST excavation and deliver to a State-certified laboratory for analyses. Soil will be analyzed for TPHg, benzene, toluene, ethylbenzene, xylenes, and methyl tert butyl ether (MTBE). Where will Sample be collected (cap fringe, sidewalls, bottom)
10. Collect one sample from each stockpile of material. The contaminated material will be analyzed as needed for legal disposal. The stockpile of imported material will be analyzed to insure that it is clean and can be used for backfilling.
11. Place crushed rock and filter fabric in the bottom of the excavation as needed for groundwater. Place and compact fill material to final subgrade. Soil will be compacted to a relative density of 90%.
12. Provide a detailed written report documenting the remedial activities, including soil conditions, sampling locations, laboratory procedures, QA/QC results, chain-of-custody records, and non-hazardous waste manifests.

Assumptions/Exclusions

1. Soil is not a hazardous waste.
2. ACDEH oversight fees.
3. Existing asphalt is not more than 4 inches thick.
4. Property will not be in use during proposed field activities. Complete access for proposed work will be provided.

5. Utility relocation, removal, and repairs.
6. Pumping, transportation, sampling, and disposal of any water.
7. Compaction testing.
8. Damage to surrounding asphalt and concrete due to typical construction activities, such as equipment travel.

Base Bid Amount

Subsurface will perform the above scope of work for the sum of Fifteen Thousand Six Hundred Thirty Five Dollars and No Cents ($15,535.00).

Additional Costs – Asphalt Replacement

The cost to place and compact 6 inches of base rock and resurface with 4 inches of asphalt paving shall be $4.75 per square foot. This cost is in addition to the base bid amount.

Additional Costs – Contaminated Soil Disposal & Replacement

1. Transport and disposal of petroleum hydrocarbon-impacted soil, Class II	$28.50/ton
2. Transport and disposal of petroleum hydrocarbon-impacted soil, Class III	$26.50/ton
3. Purchase and deliver clean fill material needed to replace contaminated soil	$15.00/ton

Payment Terms

Payment of 10% of the base proposal amount shall be due upon scheduling the project, 80% upon completion of the excavation, and the balance due upon completion of the fieldwork. The final report will be prepared upon receipt of final payment.

Accounts past due 30 days will be charged a late fee of 2% per month. Accounts past due 60 days will be subject to collection and property lien. Any collection costs incurred, including staff time at current billing rates, court costs, attorney's fees, and other claim related expenses shall be paid by client.

Insurance and Bonds

Contractor agrees to maintain at its sole cost and expense workers compensation, commercial general liability, and automobile liability insurance coverage in the sum of not less than $2,000,000. Contractor further agrees to maintain pollution liability insurance in the sum of not less than $1,000,000.

Compliance with Laws

At Contractor's sole cost and expense, Contractor agrees at all times to procure and maintain all governmental licenses and permits required for the proper and lawful conduct of Contractor's business and to comply with any and all laws, statutes, restrictions, ordinances, rules, and regulations in force by all applicable jurisdictions having authority over the work until completion of said contract.

Dispute Resolution

The parties agree that in any dispute over the terms of this agreement or work performed, they will make every effort to resolve the matter without litigation. Such efforts include, but are not limited to, a meeting attended by each party's representative empowered to resolve said dispute. The parties agree that before either party commences an action against the other party, they will arbitrate in accordance with the construction industry arbitration rules of the American Arbitration Association.

It is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred arising from the dispute, including staff time at current billing rates, arbitration fees, court costs, attorney's fees, and other claim related expenses.

Notification

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is shown below.

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826
(916) 255-3900