

November 22, 1999

3337

Mr. Barney M. Chan
Alameda County
Department of Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Subject: Claim No. 7912
Site Address: 3609 International Blvd., Oakland, California

Dear Mr. Chan:

Enclosed for your review is SOMA's report entitled "Installation of Groundwater Monitoring Well" at the subject site.

Thank you for your time in reviewing this report. If you have any questions or comments, please call at (925) 244-6600.

Sincerely,



Mansour Sepehr, Ph.D., P.E.
Principal Hydrogeologist

MS/jb

Enclosure

cc: Mr. Abolghassem Razi
Tony's Express Auto Service

99 NOV 23 PM 2:59
ENVIRONMENTAL
PROTECTION

**Installation of Groundwater Monitoring Well
At Tony's Express Auto Service
3609 International Boulevard
Oakland, California**

November 22, 1999

Project No. 99-2332

**Prepared for
Tony's Express Auto Service
3609 International Boulevard
Oakland, California**

Prepared by

**SOMA Environmental Engineering, Inc.
2680 Bishop Drive, Suite 203
San Ramon, California 94583**

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MW-12

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1.0 INTRODUCTION

SOMA Environmental Engineering, Inc. on behalf of Mr. Abolghassem Razi, the owner of the site has prepared this report. The report describes the procedure performed during drilling and well installation of an off-site monitoring well located in the San Francisco Bay Area Rapid Transportation District (BART) property. The report also presents the laboratory results of the soil and grab groundwater samples collected during this field activity. The purpose of this field activity was to evaluate the horizontal extent of groundwater chemical plume down-gradient from the site.

2.0 PERMIT ACQUISITION AND PREPARATION OF SITE HEALTH AND SAFETY PLAN

Before drilling, appropriate permits were obtained from the Alameda County Environmental Health Division and the BART. One of the conditions of the BART's permit was a continuous monitoring of air quality during drilling and well installation activities. Therefore, SOMA rented a Photo Ionization Detector (PID) instrument and monitored air quality during this activity.

Prior to commencement of the field activity, SOMA prepared a site-specific health and safety plan (HASP). The HASP was designed to address safety provisions during field activities. It provided procedures to protect field crew from physical and chemical hazards resulting from drilling, and soil and groundwater sampling. The HASP established personnel responsibilities, general safe work practices and field procedures, personal protective equipment standards, decontamination procedures, and emergency action plans.

3.0 DRILLING AND SOIL SAMPLING PROCEDURE

On November 2, 1999, HEW Drilling, a subcontractor of SOMA, drilled one boring at BART's property as shown in Figure-1. HEW Drilling used a 10-inch diameter hollow stem auger (Model CME-75) for this boring. The total depth of the borehole was 30 feet.

Prior to drilling, all drilling equipment (auger, pin, and drilling head) were thoroughly steam-cleaned to minimize the possibility of cross-contamination and/or vertical migration of possible contaminants. In addition, prior to obtaining each individual soil sample, all sampling tools, including the split-spoon sampler and brass liner were thoroughly washed in a Trisodium Phosphate (TSP) solution followed by a rinse in distilled water.

During the drilling operation, relatively undisturbed soil samples were collected from every 5-foot depth interval. The samples were taken by forcing a 2-inch split-spoon sampler with a brass liner into the ground by means of a 140-lb hammer. In general, the first section of soil cutting from the samplers was used in the field for lithologic inspection and evidence of contamination. The second section of soil cuttings was used for laboratory analysis. The samples were sealed with tape and plastic caps, labeled and placed in a plastic bag and stored in a cold ice chest to minimize the escape of volatile organics, if any. During this boring groundwater was encountered at 16.5 feet depth. A grab groundwater was collected using a disposable bailer. The soil samples along with the groundwater sample were delivered to Delta Environmental Laboratories for analysis. Figure 2 shows the lithologic logs of the soil boring (MW-12).

4.0 MONITORING WELL INSTALLATION

The soil boring was converted into a monitoring well by casing with 4 inch diameter threaded, factory-perforated schedule 40 PVC pipe. The perforated interval consisted of slotted casing, 0.020 inch wide by 1.5-inch long slot size, with 42 slots per foot. A PVC cap was fastened to the bottom of the casing (no solvent, adhesive, or cements were used). The well casing was thoroughly washed and steam cleaned before installation. To avoid caving of the borehole, while the auger was inside the hole, the cutting tip of the auger was pulled out and the casing was slowly dropped into the auger. Then kiln-dried sand material was poured into the annular space between pipe and the auger to fill from the bottom of the boring while the auger was slowly pulling up. This procedure continued until the sand covered a foot above the perforated intervals. A one-foot thick bentonite plug was placed above the sand material. Then the well was sealed from the top of the bentonite plug to the surface with neat cement. To protect the well from vandalism and surface water contamination, a Christy box with a special type of Allen screw was placed around the well head. Figure 3 shows the well completion diagram of MW-12.

Soil cuttings generated during drilling and soil sampling were stored off-site in three labeled 55-gallon DOT 17H drums waiting for laboratory results for proper disposal. All decon water generated from steam cleaning was transferred to an off-site location for proper disposal.

On November 4, 1999, MW-12 was developed using a submersible pump and a 1-3/4 inch diameter stainless steel bailer. The well development was continued until the discharge water appeared to be relatively free of all turbidity. About 120 gallons of groundwater was bailed and/or pumped to complete the well development.

5.0 Results of laboratory analysis

The results of the laboratory analyses on soil and grab groundwater are presented in Table 1. The results indicated that petroleum hydrocarbon chemicals have reached to MW-12. The soil sample collected at a depth of 15' (zone of water fluctuation) was found to be contaminated with 480 $\mu\text{g}/\text{kg}$ TPHg. The grab groundwater sample was found to be impacted with 26.8 $\mu\text{g}/\text{L}$ benzene, 8.3 $\mu\text{g}/\text{L}$ toluene, 250 $\mu\text{g}/\text{L}$ MTBE and 1,110 $\mu\text{g}/\text{L}$ TPHg, see Table 1.

Tables

Table 1
Soil and Grab Groundwater Contamination Data, Monitoring Well MW-12, November 1999
 Tony's Express 3609 International BLVD Oakland California

Sample	Matrix	Depth ft	Unit	Benzene	Toluene	Ethybenzene	Total Xylene	MTBE	TPHg
5'-MW-12	Soil	5	ug/kg	ND	ND	ND	ND	ND	ND
10'-MW-12	Soil	10	ug/kg	ND	ND	ND	ND	ND	ND
15'-MW-12	Soil	15	ug/kg	ND	ND	ND	ND	ND	480
20'-MW-12	Soil	20	ug/kg	ND	ND	ND	ND	ND	ND
MW-12	Grab Groundwater	13.5	ug/L	26.8	8.3	ND	ND	250*	1,110

ND: Not Detected

* Confirmed with EPA Method 8260

Figures

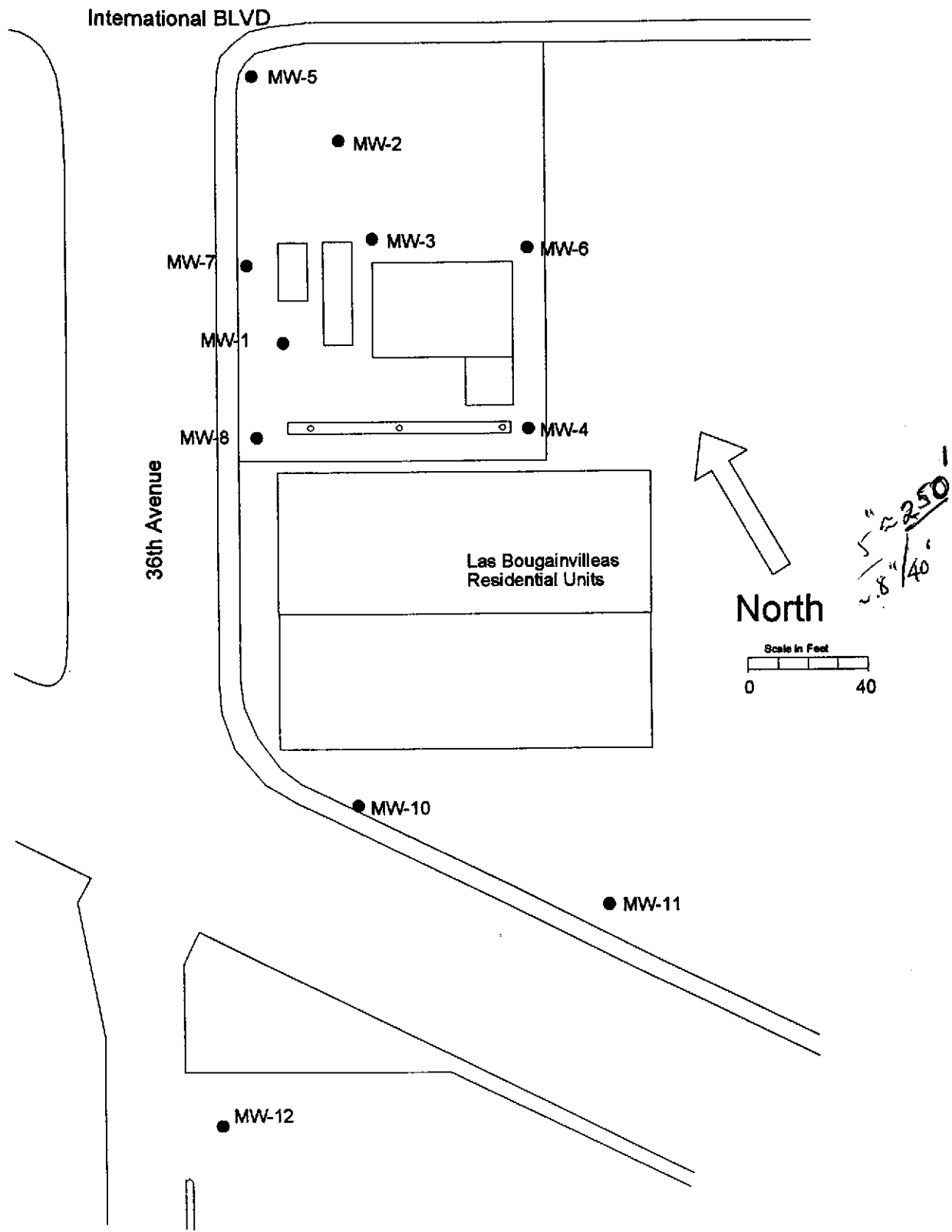


Figure 1 . Site Map Showing Location of the Recently Drilled Monitoring Well MW-12

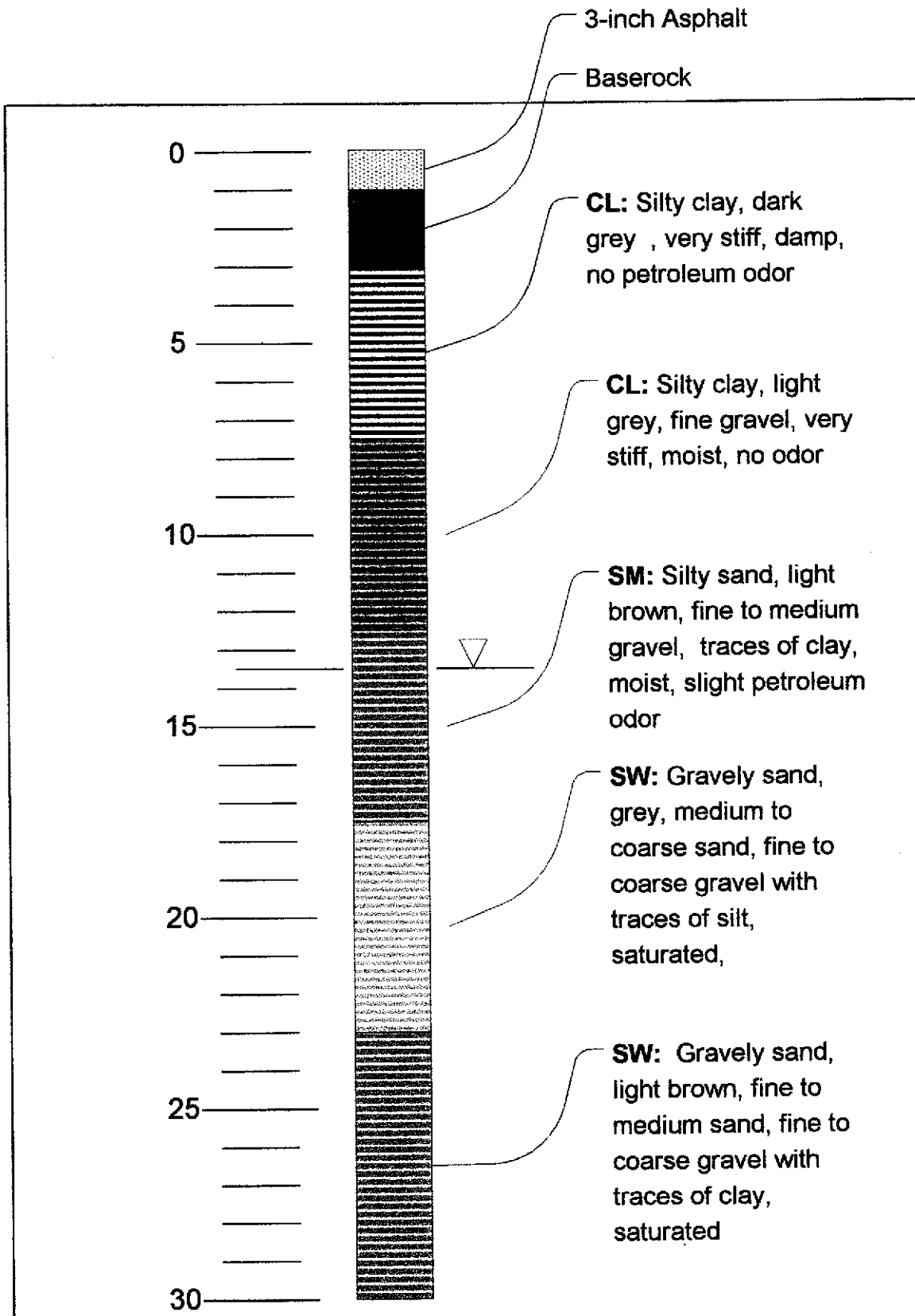


Figure 2. Lithologic Log of MW-12



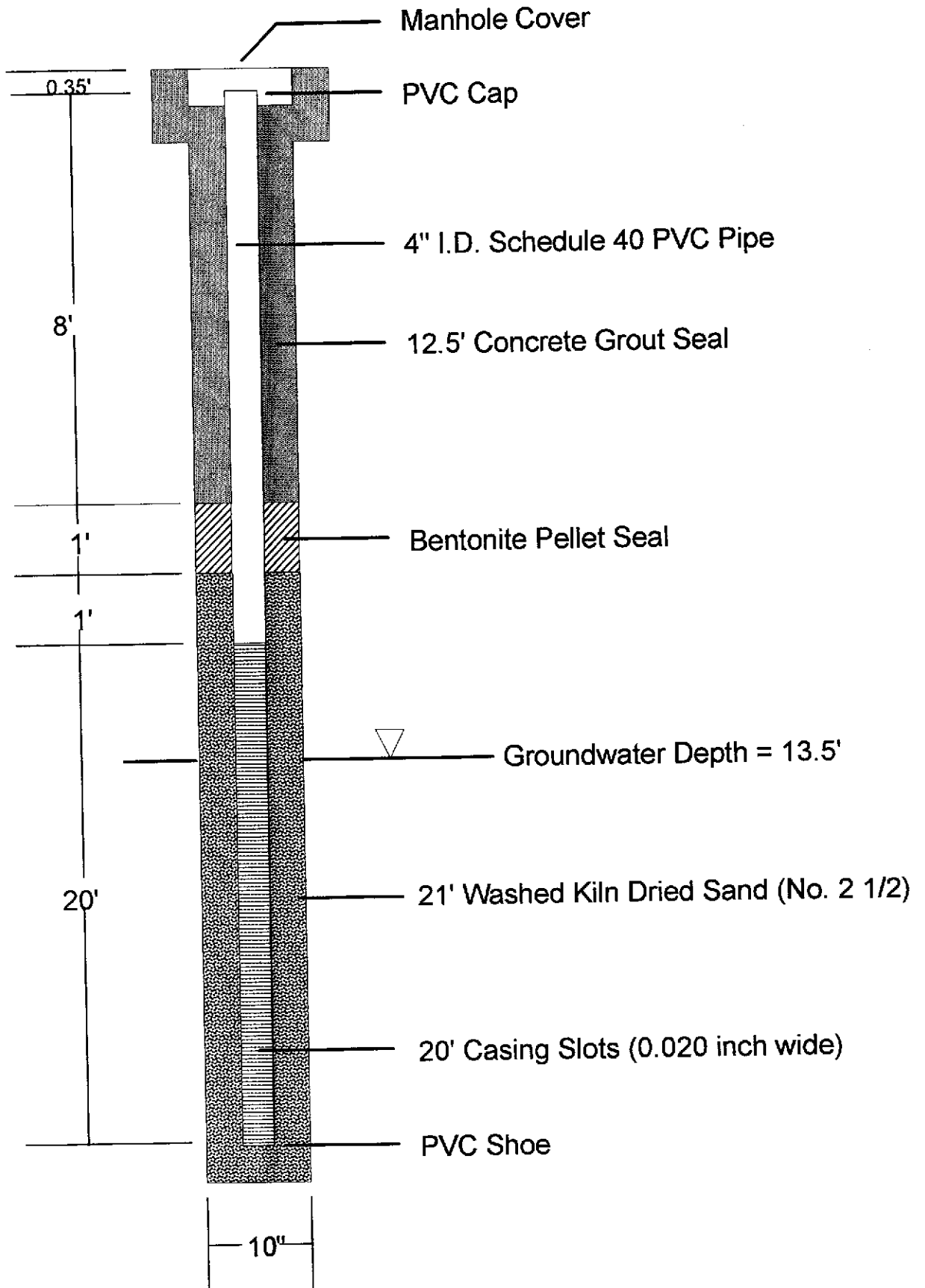
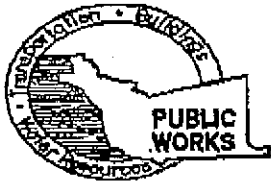


Figure 3 . MW-12 Details

Appendix A

Permits, laboratory results and chain of custody

ALAMEDA COUNTY PUBLIC WORKS AGENCY



WATER RESOURCES SECTION
351 TURNER COURT, SUITE 340, HAYWARD, CA 94545-2651
PHONE (510) 678-2575 ANDREAS GODFREY FAX (510) 670-5262
(510) 670-5248 ALVIN KAN

DRILLING PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

LOCATION OF PROJECT
3809 International Boulevard
Oakland, California 94601

California Coordinates Source _____ ft. Accuracy ± _____ ft.
CCN _____ A. CCS _____ ft.
APN _____

CLIENT
Name Tony's Express Auto Services
Address 3809 International Blvd. 510-261-4444
City Oakland Zip 94601

APPLICANT
Name SOMA Environmental Engineering, Inc.
2680 Bishop Drive Fax (925) 244-6601
Address Suite 203 Phone (925) 244-6600
City San Ramon Zip 94583

TYPE OF PROJECT

Well Construction		Geotechnical Investigation	
Cathodic Protection	<input type="checkbox"/>	General	<input checked="" type="checkbox"/>
Water Supply	<input type="checkbox"/>	Contamination	<input checked="" type="checkbox"/>
Monitoring	<input checked="" type="checkbox"/>	Well Destruction	<input type="checkbox"/>

PROPOSED WATER SUPPLY WELL USE

New Domestic	<input type="checkbox"/>	Replacement Domestic	<input type="checkbox"/>
Municipal	<input type="checkbox"/>	Irrigation	<input type="checkbox"/>
Industrial	<input type="checkbox"/>	Other _____	<input type="checkbox"/>

DRILLING METHOD:

Mud Rotary	<input type="checkbox"/>	Air Rotary	<input type="checkbox"/>	Auger	<input type="checkbox"/>
Cable	<input type="checkbox"/>	Other	<input type="checkbox"/>		

DRILLER'S LICENSE NO. 604987

WELL PROJECTS

Drill Hole Diameter	<u>10</u> in.	Maximum	
Casing Diameter	<u>4</u> in.	Depth	<u>30</u> ft.
Surface Seal Depth	<u>5</u> ft.	Number	<u>1</u>

GEOTECHNICAL PROJECTS

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

ESTIMATED STARTING DATE

ESTIMATED COMPLETION DATE June 16, 1999

I hereby agree to comply with all requirements of this permit and Alameda County Ordinance No. 78-68.

APPLICANT'S SIGNATURE _____

DATE 6/10/99

FOR OFFICE USE

PERMIT NUMBER 99WR266
WELL NUMBER _____
APN _____

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 permitted work the original Department of Water Resources Water Well Drillers Report or equivalent for well projects, or drilling logs and location sketch for geotechnical projects.
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. GROUNDWATER 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 with compacted cuttings or heavy bentonite and upper two feet with compacted material areas of known or suspected contamination, tremie cement grout shall be used in place of compacted cut

E. CATHODIC

Fill hole above anode zone with concrete placed by t

F. WELL DESTRUCTION

See attached.

G. SPECIAL CONDITIONS SEE ATTACHED

APPROVED _____

DATE 6



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
800 Madison Street - Lake Merritt Station
P.O. Box 12688
Oakland, CA 94604-2688
Telephone (510) 464-6000



SOMA ENVIRONMENTAL ENGINEERING PERMIT NO. A-018A-1-0
2680 Bishop Drive, Suite 203
San Ramon, CA 94583

PERMIT TO ENTER

DAN RICHARD
PRESIDENT

THOMAS M. BLALOCK
VICE-PRESIDENT

THOMAS E. MARGRO
GENERAL MANAGER

DIRECTORS

DAN RICHARD
1ST DISTRICT

JOEL KELLER
2ND DISTRICT

ROY NAKADEGAWA
3RD DISTRICT

CAROLE WARD ALLEN
4TH DISTRICT

PETER W. SNYDER
5TH DISTRICT

THOMAS M. BLALOCK
6TH DISTRICT

WILLIE B. KENNEDY
7TH DISTRICT

JAMES FANG
8TH DISTRICT

TOM RADULOVICH
9TH DISTRICT

Subject to the following covenants, terms, conditions and restrictions, the San Francisco Bay Area Rapid Transit District (hereinafter "District") hereby grants permission to SOMA ENVIRONMENTAL ENGINEERING (hereinafter "Permittee") to install a groundwater monitoring well, (hereinafter the "Work") upon District property located in the parking lot of the Fruitvale BART Station in the City of Oakland, County of Alameda, (hereinafter "Premises"), southwest of the intersection of 36th Avenue and East 12th Street as shown on Exhibit "A", attached hereto and incorporated herein by reference.

1. Subject to Section 15 below, the term of this Permit shall commence on September 20, 1999, and may be terminated by either party upon thirty (30) days prior written notice to the other party. The notice shall be sent certified mail, return receipt requested, to either: Permittee at the above address, Attention: Bryce Scofield, Project Manager; or to:

Real Estate Services
San Francisco Bay Area Rapid Transit District
1330 Broadway, Suite 1800
Oakland, California 94612-2517

Attention: Desha R. Hill, Department Manager

The notice period shall begin to run upon receipt of the notice.

2. The fee for this permit shall be calculated per the Fee Schedule in Resolution No. 4515, adopted by the District's Board of Directors. A permit application fee of \$200.00 has been provided prior to approval of this Permit. Fees which are expended on plan review and inspection will be billed to Permittee upon completion of the Work and shall be reimbursed to BART within thirty (30) days.

3. Permittee's right to use this area shall be non-exclusive and non-transferable, and shall be for the sole purpose of the Work. In no event shall District's property be deemed to be a public right-of-way. Overnight parking is prohibited on District's property.

→ turned out to be a 4"

4. Permittee shall install a 2 inch diameter groundwater monitoring well to a depth of 25 to 30 feet. Permittee shall temporarily block one parking stall during the installation of the monitoring well. Permittee shall have a Health and Safety Plan approved by BART prior to any Work. Permittee shall not block parking stalls or traffic during the quarterly monitoring. Permittee agrees to provide BART's Safety Department with the quarterly sampling results. Permittee shall contact Mr. Gary Jensen at (650) 689-8439, regarding sampling report.

5. Permittee shall have the duty and agrees to exercise reasonable care to properly maintain District's property pursuant to this Permit, including, but not limited to, removing debris dumped or placed on the Premises during the term of this Permit, from any source, and to exercise reasonable care inspecting for and preventing any damage to any portion of District's property.

6. Permittee acknowledges that said Work constitutes an encroachment upon District's property and agrees to perform said Work in accordance with and subject to the provisions of this Permit, applicable provisions of the "General Terms and Conditions Relating to Utility Permits," attached hereto and incorporated herein by reference, and applicable state laws and local ordinances. Where there is a conflict between the provisions of this Permit and the "General Terms and Conditions Relating to Utility Permits," this Permit shall prevail.

7. Permittee agrees to notify District's Construction Liaison, Chris Koukis at (510) 464-6445, at least 14 calendar days prior to any use of the Premises. Should Permittee require any utility hook-ups, Permittee will obtain all necessary permits and pay all fees in connection therewith. Permittee shall not perform any work on District property until all necessary permits, licenses and environmental clearances have been obtained.

8. Permittee shall not use, create, store, or allow any hazardous materials and/or waste on the Premises. Hazardous materials are those substances listed in the

Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Section 337-339, as may be amended from time to time, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code, as well as any other substance which poses a hazard to health or environment.

9. District shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with any of the requirements in this Permit. This inspection may include, but is not limited to, taking samples of substances and materials present for testing.

10. It is the intent of the parties hereto that the Permittee shall be responsible for and bear the entire cost of removal and disposal for hazardous materials or waste introduced to the Premises during Permittee's period of use and possession of the Premises. Permittee shall also be responsible for any cleanup and decontamination on or off the Premises necessitated by such materials or waste.

11. Permittee shall further hold District, its directors, officers, employees, agents or representatives harmless from all responsibility, liability and/or claim for damages resulting from the presence or use of hazardous waste or materials on the Premises during the Permittee's use or possession of the Premises.

12. Permittee agrees to assume responsibility and liability for all damages, loss or injury of any kind or nature whatever to persons or property, caused by or resulting from or in connection with this Permit, or which may arise out of failure of Permittee's performance of its obligations hereunder.

13. Permittee shall defend, indemnify and hold harmless District, its directors, officers, agents and employees, from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of or in connection with this Permit, or any act, or failure to act, of Permittee, its officers, agents, employees and contractors or any of them, under or in connection with this Permit. Permittee agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against District, its directors, officers, agents and employees arising out of this Permit, and to pay and satisfy any resulting judgments.

14. Permittee agrees that no easement, lease or other property right is acquired by Permittee through this Permit.

15. Upon any use of District property by Permittee other than that authorized by this Permit, or upon failure of the Permittee to conform to any of the terms and conditions of this Permit, the District may terminate this Permit immediately.

16. Within 30 days of the expiration or earlier termination of this Permit, Permittee shall, at its sole expense, restore to its former condition all District property which has been disturbed by the Permittee, except as provided otherwise in the Permit. Restoration shall include, but not be limited to, removal of improvements, equipment, materials, debris, and the like, and repair of any damage. If Permittee fails to restore District property as required herein, the District may perform such restoration at Permittee's sole expense.

17. Permittee agrees to reimburse the District promptly for any damage done to District property in connection with the Work, or with the restoration of the property.

18. Insurance shall be provided by Permittee and Permittee's contractor as stated in Exhibit B attached hereto and incorporated herein by reference.

SAN FRANCISCO BAY AREA
RAPID TRANSIT DISTRICT

By Desha R Hill
Desha R. Hill
Department Manager, Real Estate Services

Date 10/27/99

ACCEPTED
SOMA ENVIRONMENTAL ENGINEERING

By Byce Smith
Title PROJECT ENGINEER

Date 9/23/99

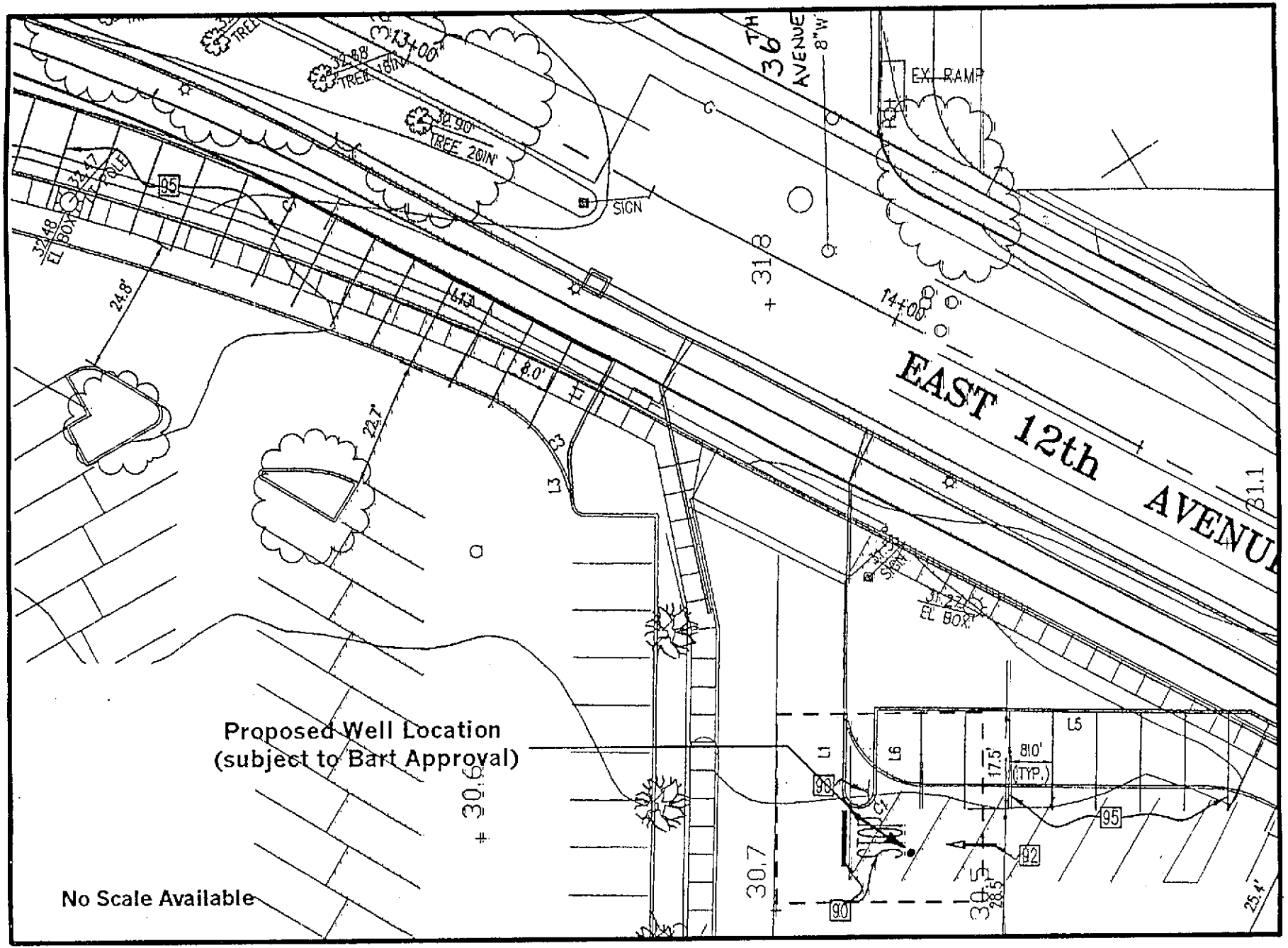


Figure 3: Proposed Well Location on Bart Property

INSURANCE

At all times during the life of this Permit, or as may further be required by this Permit, Permittee at its own cost and expense, shall provide the insurance specified as follows:

1. Evidence Required

At or before execution of this Permit, Permittee shall provide District with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this Article, including a copy of all required endorsements.

2. Notice of Cancellation, Reduction or Material Change in Coverage.

Policies shall be endorsed to provide thirty (30) days prior written notice of any cancellation, reduction or material change in coverage. Notices, including evidence of insurance, shall be forwarded to:

San Francisco Bay Area Rapid Transit District
Attention: Manager of Insurance
P. O. Box 12688
Oakland, California 94604-2688

3. Qualifying Insurers

All policies shall be issued by California admitted companies which hold a current policy holders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

4. Insurance Required

A. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate as applicable.

1. Coverage included shall include:
 - a) Premises and Operations;
 - b) Products/Completed Operations;
 - c) Broad Form Property Damage;

- d) Contractual liability;
- e) Personal Injury liability;
- f) Cross-Liability and Severability of Interests; and
- g) Explosion, Collapse and Underground (XCU).

2. Such insurance shall include the following endorsements, copies of which shall be provided to BART:

- a) Inclusion of BART, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit;
- b) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of BART will be called upon to contribute to a loss.

B. Automobile Liability for bodily injury (including death) and property damage which provides a coverage limit of at least One Million Dollars (\$1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.

C. Statutory Workers' Compensation and Employer's Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employer's Liability coverage for all employees engaged in services or operations under this Permit. The policy shall include broad form all-states/other states coverage.

5. Special Provisions

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee and any approval of said insurance by District is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this Permit, including but not limited to the provisions concerning indemnification. Should any of the work be contracted, Permittee shall require each of its contractors of any tier to provide the aforementioned insurance.



SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT

GENERAL TERMS AND CONDITIONS RELATING TO UTILITY PERMITS

All Utility Permits issued by the San Francisco Bay Area Rapid Transit District to privately and publicly owned utilities relating to poles, wires, cables and other overhead structures, pipes, conduits, manholes and other miscellaneous underground facilities, railroad crossings, storm drains, flood control and minor work are subject to the following General Terms and Conditions contained herein as well as the specific conditions set forth on the face of the Permit.

1. DEFINITION:

Each Utility Permit (hereinafter referred to as "Permit") is issued by the San Francisco Bay Area Rapid Transit District (hereinafter referred to as BART) by the Manager of Real Estate Services.

Applicant (hereinafter referred to as "Permittee") understands and agrees that except as otherwise provided, all Permits issued by BART are subject to the terms and conditions contained herein.

2. REVOCABILITY AND MODIFICATION:

Any Permits issued hereunder are revocable upon thirty (30) days written notice by BART, and the terms and conditions thereof shall be subject to modification by BART at any time. Any Permit is revocable immediately in the event of any use other than that authorized by the Permit, or upon failure of the Permittee to conform to any of the terms and conditions of the Permit.

3. NEW WORK PERFORMED ON EXISTING PERMIT:

No new work can be initiated by a Permittee based upon a prior Permit unless that Permit specifically sets forth the nature and method of such future work at the time of the original approval and if the prior Permit has not expired.

If occupation of BART right-of-way is under easement or previous agreement with BART, new installations and work must be applied for to provide BART with notice and record of new work, and for inspection and approval by BART relating to construction and safety procedures. All prior rights shall be fully protected in such cases.

4. ACCEPTANCE OF PROVISIONS:

It is understood and agreed by Permittee that doing any work under a Permit shall constitute an acceptance of the terms and conditions contained herein except as otherwise specifically provided in the Permit.

5. NO PRECEDENT ESTABLISHED:

It is understood and agreed by Permittee that approval of a particular action under a Right of Entry or Permit shall not establish a precedent for similar future requests by Permittee.

6. NOTICE PRIOR TO STARTING WORK:

Before starting work on which full inspection is required in the Permit, the Permittee shall notify BART's Special Services Section in writing fourteen days in advance of the day work is to begin. Five days notice shall be given on Permits where partial inspection is specified.

7. PERMIT AT SITE OF WORK:

The Permit or a copy thereof shall be available at the site of the work and must be shown to any representative of BART on demand.

8. PERMITS FROM OTHER AGENCIES:

The party or parties to whom a Permit is issued shall, whenever the same is required by law, secure the written order or consent to any work under a Permit from the Public Utilities Commission of the State of California or any other public agency having jurisdiction and any Permit shall not be valid until such order or consent is obtained.

9. PROTECTION OF TRAFFIC WHEN APPLICABLE:

Adequate provisions shall be made for the protection of the traveling public when construction affects cross streets along BART right-of-way. Warning signs, lights, safety devices and other measures required for the public safety shall conform to requirements of the Vehicle Code.

10. RAIL CLEARANCE AT OR NEAR GRADE:

No construction material shall be stored, nor equipment parked within 10 feet, measured at right angles, from the outer edge of the BART aerial structure or BART right-of-way fence, whichever is greater. Construction equipment operating adjacent to BART tracks or facilities shall be so situated and restrained so as not to fail in a manner that would potentially damage BART facilities or to interfere with BART's operating envelope. Any activity within 10 feet, measured at right angles, of BART's aerial structure or rail shall be conducted during non-revenue service hours and shall be subject to Track Allocation clearance.

11. LIMIT OF EXCAVATION AT OR NEAR GRADE:

No excavation is to be made closer than 10 feet, measured at right angles, from the edge of rail except as specified in the Permit. Depth of excavation shall be subject to inspection and approval by BART's Special Services Section.

12. STANDARDS OF CONSTRUCTION:

All work performed within BART right-of-way shall conform to Civil and Structural Design Criteria, latest revision, by this reference made a part hereof.

13. APPROVAL BY BART:

All work shall be subject to inspection and approval by BART. The type of inspection will be specified in each Permit.

14. CLEAN UP OF RIGHT-OF-WAY:

Upon completion of the work, the right-of-way shall be left in the same condition as existed before work started.

15. MAINTENANCE:

Permittee agrees, by acceptance of a Permit, to exercise reasonable care to properly maintain any installation placed in BART right-of-way and to exercise reasonable care in preventing damage to any portion of right-of-way or to BART's facilities as a result of work done under a Permit.

16. RESTORATION:

Within 30 days of the expiration or earlier termination of a Permit, Permittee shall, at its sole expense, restore to its former condition any portion of the right-of-way or of any BART facility which has been disturbed by Permittee, except as provided otherwise in the Permit. Restoration shall include, but not be limited to, removal of improvements, equipment, materials, debris, and the like, and repair of any damage. If Permittee fails to restore BART property as required herein, BART may perform such restoration at Permittee's sole expense.

17. CARE OF DRAINAGE:

If the work contemplated in any Permit interferes with established drainage, provision shall be made by Permittee to re-establish equal drainage conditions as may be directed by BART, at Permittee's sole expense.

18. SUBMISSION OF PLANS:

For installation of all underground facilities and surface work, Permittee shall submit for approval a plan showing location and details with its application. Three sets of as-built plans shall be filed with BART upon completion and approval of work. Any substantial change from plans submitted with the application must be approved by BART prior to commencement of work.

19. EXPENSE OF INSPECTION, PREPARATION, AND ADMINISTRATION:

On installations made under request of Permittee which require the presence of any employee of BART as inspector, the cost of such inspection during the work shall be paid by Permittee upon presentation of bills therefor. In addition, Permittee agrees to promptly pay BART for costs involved in the preparation, administration and processing of the Permit and its provisions upon presentation of bills therefor per the fee schedule in Resolution No. 4515, adopted by the District's Board of Directors.

20. LIABILITY FOR DAMAGES:

Permittee agrees to assume responsibility and liability for all damage, loss or injury of any kind or nature whatever to persons or property, caused by or resulting from or in connection with work done by Permittee under a Permit or which may arise out of failure on Permittee's part to perform their obligations under any Permit. In the event any claim of such liability is made against BART, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them, and each of them harmless from such claim, and pay and satisfy any resulting judgments. At its sole discretion, BART may require that Permittee obtain a bond and/or insurance in connection with the Permit.

21. FUTURE MOVING OF INSTALLATIONS:

It is understood by Permittee that whenever BART construction, re-construction or maintenance work on BART right-of-way may be required, and upon request by BART, the Permittee's installation shall be immediately moved by and at the sole expense of Permittee except as otherwise provided for by a specific Permit provision.

22. ROUTINE MAINTENANCE OF PERMITTEE'S FACILITIES:

Permittee may perform routine work maintenance on Permittee's facilities in accordance with the Terms and Conditions set forth in the Permit. It will be necessary to provide fourteen days' prior written notice, unless otherwise stated, to BART's Construction Liaison prior to commencing any work within the property boundaries of BART. In emergencies, the Permittee shall notify BART's Construction Liaison by telephone and then follow up by confirming letter relating to the emergency and the disposition of the emergency.

23. PIPES, CONDUITS AND MISCELLANEOUS FACILITIES:

BART's Civil and Structural Design Criteria, latest revision, sets forth specification for installation and maintenance of all underground facilities within BART right-of-way. In addition to BART criteria, all installation and maintenance procedures by Permittee shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. When abandonment of facilities is contemplated, Permittee shall notify BART.

24. POLES, WIRES, CABLES AND OVERHEAD STRUCTURES:

Poles shall be located as specifically directed in the Permit. In addition to BART's Civil Structural Design Criteria, latest revision, all clearances and types of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. Whenever it is necessary to secure permission from abutting property owners, such authority must be secured by Permittee prior to commencing work. Where removal of old poles, guys and stubs is necessary, the entire length of the abandoned pole, guy or stub shall be removed from the ground and the hole backfilled and thoroughly tamped.

25. CLEARANCE OF TREES:

All new pole line construction must allow sufficient vertical clearance for trees 40 feet in height. At locations where growing trees are in place, or Permittee's facilities are already in place, normal construction standards may be followed at the option of Permittee with the ultimate provision to clear a 40-foot tree. Protected cable, tree wire, or plastic tree wire guards may be used on telephone lines through trees provided neither the tree nor its appearance will be damaged. No guy wires are to be attached to trees or BART structures.

26. TRIMMING OF TREES:

Trimming of trees will be permitted only where specifically stated in a Permit. Except when specifically authorized in the Permit, removal of trees will generally be prohibited since all trees within BART right-of-way have been placed as landscaping. Permittee shall be required to conduct tree trimming at no cost to BART. In general, only light trimming of branches two inches or less in diameter will be permitted. The shapeliness of the trees must be preserved. If the permit requires inspection by BART during progress of the work, the cost of inspection shall be borne by the Permittee.

27. SERVICE CONNECTIONS:

These terms and conditions do not authorize installation of utility service connections within BART right-of-way regardless of location of Permittee's facilities. All such service connections or excavations to abandon services must be covered by individual Permits.



WATER • WASTE WATER • HAZARDOUS WASTE • FUEL • AIR • SOIL

ENVIRONMENTAL LABORATORIES, Ltd

SOMA
2680 Bishop Drive, Suite 203
San Ramon, CA 94583

Ref.: R4509401
Method: 5030 GC/FID/
8020
Sampled: 11/2/99
Received: 11/2/99
Matrix: Soil
Analyzed: 11/5-10/99
Reported: 11/9/99
Units: ug/kg

Client project ID:
Proj 2332
3609 International Blvd.
Oakland, CA

Attention: Dr. M Sepehr

Laboratory Results for TPH-g ,BTEX + MTBE Analysis

Analyte	Detection Limit ug/kg	Results			
		Sample ID			
		5'-MW-12	10'-MW-12	15'-MW-12	20'-MW-12
BTEX					
Benzene	5	ND	ND	ND	ND
Toluene	5	ND	ND	ND	ND
Ethylbenzene	5	ND	ND	ND	ND
Total Xylene	5	ND	ND	ND	ND
MTBE					
MTBE	5	ND	ND	ND	ND
TPH-g					
TPH-g	50	ND	ND	480	ND

ND:Not Detected(<MDL)

Delta Environmental Laboratories

Hossein Khosh Khoo, Ph.D.



WATER • WASTE WATER • HAZARDOUS WASTE • FUEL • AIR • SOIL

ENVIRONMENTAL LABORATORIES, Ltd

SOMA
2680 Bishop Drive, Suite 203
San Ramon, CA 94583

Client project ID:
Proj 2332
International Blvd.
Oakland, CA

Ref.: R4509400
Method 5030 GCFID/
8020/ 8260
Sampled: 11/2/99
Received: 11/2/99
Matrix: Water
Analyzed: 11/5/99
Reported: 11/9/99
Units: ug/L
Analyst DS

Attention: Dr. M Sepehr

grab

Laboratory Results for TPH + BTEX & MTBE Analysis

Analyte	EPA Method	Detection Limit ug/L	Results
			Sample ID
			MW-12
BTEX			
Benzene	8020	5.0	26.8
Toluene	8020	5.0	8.3
Ethylbenzene	8020	5.0	ND
Total-Xylene	8020	5.0	ND
MTBE			
MTBE	8260	5.0	250
TPH-g	5030/GCFID	50	1110

ND:Not Detected(< MDL)

Delta Environmental Laboratories

Hossein Khosh Khoo, Ph.D.

Hossein Khosh Khoo

Delta Environmental Laboratories



Chain of Custody (COC) Form

685 Stone Road #11 & 12
 San Jose, Ca, 94510
 (707) 747-6361, 800-747-6082 FAX (707) 747-6082

Results to: SOMA ENV. Engineering

Client Name: _____

Address: _____

City: _____

Telephone: 925 2446600 Fax: 925 2446601

SAMPLER (signature): [Signature] Nasir Pakrou

Turnaround Time: Standard

Project Name: Proj. 2332

LAB ID: 3609 International Blvd. Oakland

Ref #: CA

No. of containers	pH	Temperature	Analysis Requested
			<u>TPH, VTEX, PFOE, BOD</u> <u>8260 Confirmation</u>

4509

Special Instructions:

#	Sample ID	Date	Time	Matrix			Comments
1	5'-MW-12	11/2	9:00	Soil		✓	8020
2	10'-MW-12	11/2	9:15	"		✓	8020
3	15'-MW-12	11/2	9:30	"		✓	8020
4	20'-MW-12	11/2	9:45	"		✓✓	8020/8260 Confirmation
5	MW-12	11/2	10:30	Water		✓✓	8020/8260 Confirmation

Relinquished by: <u>[Signature]</u>	Date: <u>11/2</u>	1)	Have all samples received been stored on ice? _____
Received by: <u>[Signature]</u>	Date: <u>11/2/99</u>	2)	Did any VOA samples received have any head space? _____
Relinquished by: _____	Date: _____	3)	Were samples in appropriate containers and packaged properly? _____
Received by: _____	Date: _____	4)	Were samples received in good condition? _____

For Lab Use Only:

11/10/99 11:30 AM 11/14/0024 D-E-L-1-A 4504