

# P & D ENVIRONMENTAL

A Division of Paul H. King, Inc.

4020 Panama Court

Oakland, CA 94611

(510) 658-6916

January 31, 2003

Letter 0298.L2

Mr. Amir Gholami  
Alameda County Department of Environmental Health  
1131 Harbor Bay Parkway, Suite 250  
Alameda, CA 94502

Alameda County  
FEB 07 2003  
Environmental Health

SUBJECT: RESPONSE TO AUGUST 1, 2002 REQUEST FOR INFORMATION  
Fuel Leak Site RO0000357  
2678 Coolidge Ave.  
Oakland, CA

Dear Mr. Gholami:

P&D Environmental, a division of Paul H. King, Inc. (P&D), has been retained by the owner of the subject property, Mr. Harold Turner, to provide assistance in responding to Alameda County Department of Environmental Health (ACDEH) requests for information.

P&D has prepared under separate cover a Subsurface Investigation Work Plan dated for interim remedial action and subsurface investigation of soil and groundwater at and near the subject site. The scope of work in the work plan includes the drilling of five soil borings for the evaluation of subsurface materials in the vicinity of the site and for the collection of soil and groundwater samples.

In letters dated November 17, 2000 and August 1, 2002 from the ACDEH, the following items were requested.

- 1) Groundwater monitoring results for the two wells for the parameters; TPH as motor oil, TPH as Stoddard solvent, BTEX and chlorinated solvents.
- 2) Tabulation of the dates and amounts of free product removed from the wells.
- 3) Copies of cost estimates from at least three contractors for the advancement of a minimum of five (5) geoprobe borings down to groundwater and analysis of at least one soil and one water sample from each borehole for the aforementioned parameters.
- 4) Status of your Clean-up Fund application and tentative schedule for geoprobe boring investigation.

The requested information is provided as follows. The items are addressed in the order in which they were requested.

Item 1: Monitoring and sampling of the wells for the requested analytes is one of the activities addressed in P&D's January 30, 2003 Subsurface Investigation Work Plan.

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Review of existing groundwater sampling results for the two wells at the site shows that analysis for chlorinated solvents using EPA Method 8240 was performed on September 14, 1994, May 5, 1995 and November 3, 1998. Perchloroethylene (identified in the laboratory reports as tetrachloroethene) was not detected in any of the samples. Following work plan approval, analysis for the requested analytes for samples from the wells will be performed as part of the subsurface investigation that includes drilling of five exploratory soil borings.

Item 2: As discussed in the work plan, based on conversations with the property owner, Mr. Turner, it is our understanding that no free product removal has been performed to date. Monitoring of the wells on January 18, 2003 showed the presence of approximately ¼ inch of free product in well MW2. The work plan proposes the use of a petroleum hydrocarbon-absorbent sock for the removal of the free product. A hydrocarbon-absorbent sock will be placed in the well following work plan approval.

Item 3: Copies of cost estimates from three contractors for the drilling of five boreholes are attached with this letter.

Item 4: A claim number has been issued by the Clean-up Fund (Claim Number 016147) for the site. In a letter dated October 28, 2002 Ms. Shari Knieriem of the Clean-up Fund requested that several forms be submitted for completion of the Letter of Commitment. Mr. Turner is gathering documents to complete these forms, and is scheduled to provide the information to P&D on February 3, 2003. Based on recent telephone conversations with Ms. Knieriem, she is waiting for the forms and verification from your office that Mr. Turner is in compliance before completing the processing of his application.

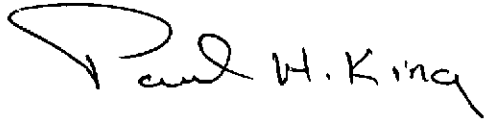
The schedule for implementation of the work plan elements is as follows. Upon work plan approval by your office and issuance of the Letter of Commitment from the UST Fund, a pre-approval request will be submitted to the UST Fund for the costs associated with the scope of work in the work plan. Following UST Fund pre-approval of costs, the work plan will be implemented. It is our understanding that the pre-approval process is presently taking 30 to 45 days from the time of request submittal.

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Should you have any questions, please do not hesitate to contact us at (510) 658-6916.

Sincerely,

P&D Environmental

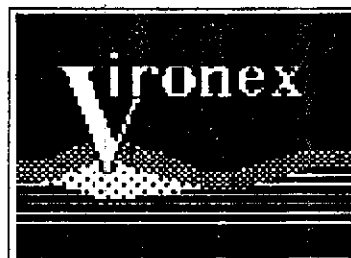
A handwritten signature in black ink that reads "Paul H. King". The signature is written in a cursive style with a large, sweeping initial "P".

Paul H. King  
President  
California Registered Geologist #5901  
Expires: 12/31/03

Attachments: Drilling Bids (3)

cc: Mr. Harold Turner

PHK  
0298.L2

**Environmental Services****Subsurface Sample & Data Collection · Laboratory Services · In-situ Remediation**

**To:** Paul King  
**Company:** P & D Environmental  
**Fax:** 510-834-0772  
**Telephone:** 510-658-6916

**Date:** 1/20/03  
**From:** Trisha White  
**E-mail:** TWhite@Vironex.com  
**Web Site:** www.vironex.com

Dear Paul:

I spoke with Mike and showed him the area we would be drilling and he felt we should be able to drill with the Geoprobe 5400.

Attached, please find Vironex's proposal and terms and conditions. Should you decide to place an order with Vironex, please enter a purchase order/job number, sign the terms and conditions page and fax it to my attention. We will require a purchase order/job number and a signed contract, prior to mobilizing equipment to the site.

Should you have any questions or if I can be of assistance in any way, please do not hesitate to contact me at 510-568-7676.

Sincerely,  
Vironex, Inc.

Trisha White  
Office Manager

**WWW.VIRONEX.COM**  
**1-800-VIRONEX**

Vironex, Inc. · 2110 Adams Avenue · San Leandro, California 94577 · 510-568-7676 (P) · 510-568-7679 (F)  
Washington, DC    Virginia    North Carolina    South Carolina    Los Angeles    San Francisco    Wilmington

**Vironex Cost Estimate**  
**Proposal No. SF30120-1058**

**Site Location:** 2678 Coolidge, Oakland, CA

**Estimated Completion:** Two (2) days

**Project Scope:** Collect continuous core soil samples from 5 boring locations, sampling to a depth of 40 feet bgs and collect groundwater sample from each location. One boring will be done with the badger.

	<u>Price</u>
<b>Sampling Services:</b>	
Shall include a Geoprobe direct push sampling rig, trained operator, and all the necessary sampling tools and accessories. A day includes 8 hours on site. An overtime rate of \$150 an hour applies thereafter.	\$2,600.00
- Sampling Assistant	\$350.00
Geoprobe 5400/Badger limited access rig	\$525.00
Consumable, estimated - includes sample liners, caps, tubing, and backfill materials.	\$as needed
- 3/4" Screen	\$15.00 each
- 3/4" Riser	\$10.00 each
Mobilization lump sum	\$150.00
Concrete Coring \$ 65 per core	\$65.00
<b>Equipment Rental</b>	
Steam Cleaner	\$100 per day
PID and Calibration Acc.	\$100 per day
Pressure Pump GS1000	\$200 per day
<b>SAMPLING TOTAL</b>	<b>\$3,690.00</b>

**Additional Services**

**Analytical Services:**

Vironex Laboratories is focused on rapid sample throughput. Typical VOC (GC or GC/MS) turn around time is three (3) days; SVOC and metals are five (5) days.

**In-Situ Remediation Services:**

Vironex has and is capable of injecting a variety of media, such as oxidants, reductants and bioremediation enhancement compounds, into the subsurface to affect remediation processes. Vironex provides the injection system, pumps, media, and all necessary ancillary equipment.

**Hollow Stem Auger (HSA) Services:** Vironex has installed, abandoned, and developed a variety of well points to include monitor, injection, extraction, and multilevel wells, using our Advanced 6600 Series Rig. Vironex well installation meet all ASTM and county requirements and provide all necessary support equipment, tooling, and materials.

**Total for all Services** **\$3,690.00**

**Vironex Subcontract Service Agreement Terms and Conditions**  
**Proposal No. SF30120-1058**

This Agreement for Services is made effective as of 1/20/03 by and between Vironex, Inc. and P & D Environmental.

**Article 1.0 Definitions**

"SUBCONTRACTOR" means Vironex, Inc.

"CLIENT" means the company that has subcontracted Vironex, Inc. to perform the services on the above referenced proposal.

"SERVICES" means all the services to be performed by Vironex, Inc. under this Service Agreement for the above referenced Proposal No.

**Article 2.0 Payment Terms**

CLIENT is responsible for reimbursing SUBCONTRACTOR for consumables and tool breakage in the field due to site conditions. CLIENT shall pay SUBCONTRACTOR, as compensation for the SERVICES, the full amount of SUBCONTRACTOR'S invoice within thirty (30) days of SUBCONTRACTOR'S invoice date. A late charge of 1.5% shall be added each month or portion thereof for any payment that is overdue.

**Article 3.0 Ordering**

SERVICES to be provided under this Subcontract Agreement shall be considered ordered by the CLIENT upon commencement of the above proposed scope of work. Commencement of the above proposed scope of work shall signify acceptance of the SUBCONTRACTOR'S Service Agreement Terms and Conditions contained here within.

**Article 4.0 SUBCONTRACTOR Responsibilities**

SUBCONTRACTOR shall supply all of the tools, consumable items and decon gear necessary for the job and perform the services specified in the attached proposal.

**Article 5.0 Independent Contractor**

In performing the SERVICES under this agreement, SUBCONTRACTOR shall be deemed to be acting as an independent contractor, and not as an agent, employee, or representative of the CLIENT. Nothing in this agreement is intended to create any other relationship between the parties. SUBCONTRACTOR'S Regional Manager shall be in full charge of the work and all instructions or notices given to him shall be binding as if given to SUBCONTRACTOR'S Authorized Company Officer.

**Article 6.0 Authorized Company Officer**

CLIENT contacts with the SUBCONTRACTOR regarding the terms of this Subcontract Agreement, shall be made with the SUBCONTRACTOR'S Authorized Company Officer. An amendment to this Subcontract Agreement by the CLIENT will be considered binding only upon approval of the SUBCONTRACTOR'S Authorized Company Officer. A signature of the SUBCONTRACTOR'S Authorized Company Officer next to the CLIENT'S initials shall signify approval of an amendment. For the purposes of this Subcontract Agreement, the following person has been designated as the SUBCONTRACTOR'S Authorized Company Officer.

Jose Suarez, Contract Administrator, Vironex, Inc., 5801 Kennett Pike, Suite A, Wilmington, DE 19807  
302-661-1400 (Phone) - 302-661-1460 (Fax) - jsuarez@vironex.com

**Article 7.0 Indemnity**

CLIENT shall indemnify, hold harmless and defend SUBCONTRACTOR and its affiliates, directors, officers, employees, and agents from and against any and all liabilities, losses, damages, costs and expenses (including, but not limited to, fees and charges of attorneys and court and arbitration costs) SUBCONTRACTOR or its directors, officers, employees and agents hereafter may suffer in connection with any claim, action, or right of action because of any injury, death or damage to person or damage to property that arises directly or indirectly from any negligent acts, errors, or omission on the part of the CLIENT or its affiliates, directors, officers, employees, or agents in the performance of the SERVICES.

**Article 8.0 CLIENT Responsibilities**

It is the sole responsibility of the CLIENT to determine that the sampling area is free from utilities and other potential dangers. Vironex will only collect samples in areas designated by the CLIENT after confirmation by the CLIENT that the area is free from utilities and other potential dangers. SUBCONTRACTOR is not a hazardous materials or waste handler. The CLIENT is responsible for the handling and disposal of any hazardous materials or waste generated by SUBCONTRACTOR on site. If applicable, the following information must be provided to SUBCONTRACTOR prior

to performance of work: Health and safety plan, evidence of utility clearance, list of hazardous substances known to be present on the site and results of air sampling performed at the site. Any updates made to this information, prior to or during the performance of the SERVICES, must be supplied to SUBCONTRACTOR.

**Article 9.0 Decontamination**

The nature of the SERVICES being performed requires that equipment be decontaminated prior to departure from the site. The time taken for the process is included in the working time of the SUBCONTRACTOR'S operators. Operators will work with the CLIENT to maximize the number of samples collected each day but must leave sufficient time before departure for decontamination. SUBCONTRACTOR will charge an additional \$150 an hour for each SUBCONTRACTOR employee or lower-tier subcontractor employee for time spent on site in excess of 8 hours.

**Article 10.0 Force Majeure**

Neither SUBCONTRACTOR or CLIENT shall be liable to the other for delays or failure to perform caused by circumstances beyond the control of either party, including but not limited to, acts of God, fire, flood, inclement weather, riots and war. SUBCONTRACTOR shall report such delays to the CLIENT within a reasonable amount of time upon discovery.

**Article 11.0 Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. Vironex, Inc. and P & D Environmental hereby consent to the jurisdiction of any court of appropriate subject matter jurisdiction in the State of Delaware with respect to any dispute involving this Agreement, including but not limited to, enforcement. Service of any process shall be effective if made by first class mail or by courier.

**Article 12.0 Breach of Contract**

If a party to this Agreement breaches any of its terms or conditions, then that breaching party shall pay to the non-breaching party all of the non-breaching party's costs and expenses incurred in enforcing or obtaining favorable interpretation of the Agreement, including but not limited to, reasonable attorney's fees and costs.

**Article 13.0 Cancellation Fee**

Vironex requires written notification of any job cancellation no later than 24 hours prior to the scheduled commencement of work. Vironex reserves the right to charge fifteen percent (15%) of the gross proposal amount for projects canceled with less than 24 hours prior notice.

**Article 14.0 Entire Agreement**

This agreement constitutes the entire agreement between Vironex, Inc. and P & D Environmental and shall supersede all prior negotiations, representations or agreements related to this contract, either written or oral. If any provisions contained here within, are found to be non-enforceable, the remaining provisions shall still be valid. The headings appearing in this Agreement are inserted as a matter of convenience only, and in no way shall be used to define, limit, construe or describe the meaning, scope or intent of any provision in this Agreement.

Purchase Order/Job Number: \_\_\_\_\_

Vironex Proposal Number: SF30120-1058

Vironex, Inc.  
Trisha White

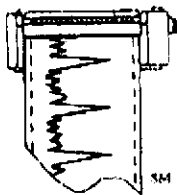
  
\_\_\_\_\_  
Office Manager

Date: 1/20/03

P & D Environmental

\_\_\_\_\_  
Paul King

Date: \_\_\_\_\_



### ENVIRONMENTAL TESTING

1792 ROBERTS AVENUE  
SAN JOSE, CALIFORNIA 95132  
408.453.1801 FAX: 408.453.1801

Time and Materials Worksheet

Date: 1/24/03

Contact: Paul King Company: P&D Environmental

Address: \_\_\_\_\_  
Ph: (510) 658-6916 Fax: (510) 658-0772 Cell/Pgr: \_\_\_\_\_

#### Project Information:

Address: Oakland

Work: 5 borings → 40' continuous sampling

Macro core sampler - 3' sample barrel

#### Equipment and Labor:

Mobilization/Demobilization: 1 B. truck @ \$100 Truck: \$75 + 50 mi @ \$0.40 = \$25 \$95/day x 4 = \$380

Geoprobe Drilling: 1 Man/Man Crew: 8 @ \$125 = \$1000 x 4 days = \$4000

Rotohammer Drill: \_\_\_\_\_ Hand Auger Kit: \_\_\_\_\_  
Air Compressor/Rhino/Hose

PID Sniffer: \_\_\_\_\_ Per Diem: \_\_\_\_\_ 1 day @ \$200

#### Supplies:

Large Bore Liners: \_\_\_\_\_ Macro Core Liners: 70 @ \$3 = \$210

Poly Tubing: \_\_\_\_\_ Screenpoint Tips: \_\_\_\_\_

H & S, Level C D \_\_\_\_\_ Cement: 6 - 47# sacks @ \$8 = \$48

Other: drums 1 @ \$50 = \$50

Time and Materials Estimate \$ 4988

Thanks, Tom.





**FAST-TEK**  
Engineering Support Services  
drilling - excavating - in-situ technologies

SENSE, A. B. C. S. I. HAZ. AB

Headquarters  
247 B Townsbury Avenue  
Pt. Richmond, CA 94801  
510 232 2728  
510 232 2823 fax  
e-mail: ougerpro@aol.com

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FACSIMILE TRANSMITTAL SHEET

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TO: Paul King	FROM: Brian Pierskalla
COMPANY: P & D Environmental	DATE: 1/27/2003
FAX NUMBER: 510-834-0772	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER: 510-658-6916	SENDER'S REFERENCE NUMBER: (510) 232-2728 x 231
RE: Drilling and Sample Bid for Fruitvale Near 580/880	YOUR REFERENCE NUMBER: PD Fruitvale 30127-100

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

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NOTES/COMMENTS

Dear Paul:

Please see attached bid for drilling and sampling in Fruitvale near the 580/880 Freeways. Please call me with any questions at (510) 232-2728 x 231.

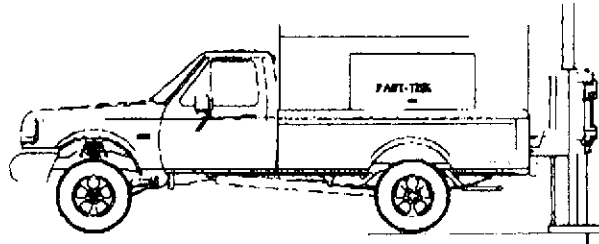
Regards,

Brian Pierskalla

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# FAST-TEK Engineering Support Services

Lic. # 624461; A, B, C-57, Asb., Haz.  
 247 B Tewksbury Ave. · Pt. Richmond, CA 94801  
 TEL: 510-232-2728 · FAX: 510-232-2823  
 e-mail: [augerpro@jps.net](mailto:augerpro@jps.net) · web site: <http://www.fast-tek.com>



Pages: 2  
 Date: January 27, 2003  
 To: Paul King  
 Company: P&D Environmental  
 Client Address:  
 City, State, ZIP:  
 Phone: 510-658-6916  
 Fax: 510-834-0772  
 Scope of Work: 5 DPTborings to 20 ft., Soil Sample Continuous Core  
 Gauge, and Collect (5) Grab Water Sample

Schedule: Est. 2 - 2.5 days of field work  
 Start Date/Time: TBD 8:00 AM  
 Site Address: Fruitvale Near 580/880  
 Proposal #: 30127-100

FAST-TEK is licensed by the State of California to perform General Engineering (A), Building (B), Hazardous Waste Removal (Haz.), Asbestos Abatement (Asb.) and water well drilling (C-57) under license (# 624461). Since 1990, the firm has been performing technical and operational services for leading environmental and consulting firms. The company offers limited-access, environmental, and geotechnical drilling services, third-party independent soil and water sampling, tank removal, and soil and groundwater contracting services. As needed, field employees have the 29 CFR 1910.120 forty hour safety training and supervisory course work as well as medical monitoring and refresher classes as required by OSHA. FAST-TEK is certified as a small business enterprise (OSMB#0001467). If there are any questions or comments regarding a contractor, please contact the Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826

**DAILY RIG RATES INCLUDE:** Rig charge includes two man crew with up to 8 hrs. on site

**SAMPLING SUPPLIES INCLUDED IN UNIT RATES:** For soil, all soil liners, caps, labels, tape, gloves, pails, cement, and misc. supplies and for groundwater, all bailers, screen, blank casing, tubing, pumps, gloves and labels are included in the unit rates.

ITEM	CODE	UNITS	RATE	NOTES	TOTAL
Project Management (coord/schedule)	1045	2	\$105	\$/Hr.	\$210
Mob/Demob/Travel	8000	2	\$100	\$ per job	\$200
DPT Drilling Equip: 2- man crew, Continuous Corp 5 x 40' Borings	4010	2.5	\$1,695.00	Daily Rate	\$4,238
Sampling/Grouting supplies: Total depth- Soil borings and samples	2245	200	\$3	\$/ft. drilled	\$600
Gauge and Collect Grab Water Sample	2235	4	\$50	Each Attempted Sample	\$200
17H Drums	9010	2	\$50	Each Attempted	\$100
<b>SUBTOTAL</b>					<b>\$5,548</b>

**TOTAL UNIT PRICE:****\$5,548**

**NOTES:** FAST-TEK has general liability, worker's compensation and vehicle coverage. Client responsible for all permits, notifications, and marking of all underground installations that were not clearly marked. FAST-TEK performs waste disposal services, and can provide a bid for disposal of soil and decontamination water.

**FEE:** FAST-TEK will perform the above scope of work on a unit rate basis. Additional services or supplies can be obtained as a change order to this contract. By authorizing FAST-TEK to proceed, the client is agreeing to pay for the work performed by the 10th of the month following submission of our invoice. Unless other arrangements are made, FAST-TEK charges 1.5% interest per month on all invoices due past 30 days. Accounts past due 60 days will be subject to collection and property lien. If a dispute arises relating to the performance of the services covered by this contract, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable cost incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney fees, and other claim related expenses. Should both parties be unable to resolve said dispute, both parties agree to binding arbitration using the American Arbitration Association.

**AUTHORIZATION TO PROCEED:** To authorize the work, please sign this agreement. Please call me at (510) 232-2728, ext. 231 if you have any questions.



Brian Pierskalla  
Project Manager

\_\_\_\_\_  
Client:  
Representing:  
Date:



**FAST-TEK**  
Engineering Support Services  
drilling • excavating • in-situ technologies  
SERVICES: A, B, C-57, Haz, Ash

Headquarters  
247 B Tewksbury Avenue  
Pt. Richmond, CA 94801  
510 232 2728  
510 232 2823 fax  
e-mail: ougenpro@aol.com

January 27, 2003

Mr. Paul King  
P & D Environmental  
Ph: (510) 658-6916  
Fax: (510) 834-0772

Subject: Drilling RFP for Fruitvale, CA.

Dear Mr. King:

FAST-TEK Engineering Support Services (FAST-TEK) is pleased to present this bid to perform Direct Push Technologies (DPT) drilling and sampling as per your telephone request on January 24, 2003. Drilling and Sampling requirements are outlined in the scope of work below.

### **BACKGROUND**

FAST-TEK performs environmental support services and is licensed by the state as a general engineering contracting firm certified for water well drilling, asbestos abatement and hazardous waste removal (# 589008: A,B, C-57, Haz, Ash.) The firm performs technical and operational services for leading environmental consulting firms. The specialty of the firm is Passive Remediation Systems. The company offer limited-access, environmental, and geotechnical drilling services; third-party independent soil and water sampling; tank removal; and soil and groundwater contracting services. All field employees employed by FAST-TEK have 29 CFR 1910.120 forty hour safety training and supervisory course work as well as medical monitoring and refresher classes as required by OSHA. The firm is certified as a small business enterprise. These services can be obtained through certified minority, disabled veteran or women owned business.

### **INSURANCE**

FAST-TEK has general and professional liability/errors coverage for \$2,000,000 and \$1,000,000 workers compensation coverage and vehicle insurance coverage.



**FAST-TEK**  
Engineering Support Services  
drilling - excavating - in-situ technologies  
SPRINK, A. B. C. S. I., HALL, A. B.

Headquarters  
247 B Tewksbury Avenue  
Pt. Richmond, CA 94801  
510 232 2728  
510 232 2823 fax  
e-mail: auganpro@aol.com

## SCOPE OF WORK

Per the telephone request for proposal from P & D Environmental on January 24, 2003 the scope of work shall include the following:

One mobilization will be required to perform this work scope. The work scope includes utilizing a Direct Push Technology drill rig to advance five (5) borings to approximately 40 feet below ground surface (bgs). Continuous Core and collect soil samples. Grab water samples will also be collected from the above-mentioned borings. It is assumed that P & D Environmental will complete necessary permitting and calling "USA" Alert prior to FAST-TEK drilling on site.

FAST-TEK will provide labor and supplies to run the DPT drill rig and necessary supplies to complete this task. FAST-TEK will provide drums for investigative derived wastes for both soil and water. FAST-TEK anticipates that this scope of work shall be completed in approximately 2 and ½ days (2.5) field days for the cost of \$ 5,548.00.

We look forward to performing your environmental drilling, and meeting your sampling needs. Please sign and fax back authorization form (fax 510-232-2823) and contact Mr. Brian Pierskalla at (510) 232-2728 x 231 to schedule this project

Signature of person authorized to bind the company required.

Seller Name: FAST-TEK Engineering Support Services Address: 247B Tewksbury Avenue, Point Richmond, CA 94801

Subcontractor's Authorized Signature  
Title: Chief Operations Officer  
Telephone Number: (510) 232-2728  
Fax Number: (510) 232-2823

Date: 1-27-03

Client Name: P & D Environmental

Signature: \_\_\_\_\_

Date: \_\_\_\_\_