TRINITY
source group, inc.
Environmental Consultants

March 15, 2006
Trinity Project: 102.001.001

Mr. Jerry Wickham
Hazardous Materials Specialist
Alameda County Health Care Services Agency
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: Revised Work Plan for Additional Site Assessment
Former Firestone Tire Facility
2964 Broadway & 265 30th Street
Oakland, California

Dear Mr. Wickham:

This work plan, prepared by Trinity Source Group, Inc. (Trinity) on behalf of Hagstrom Properties L.L.C. (HPLLC), presents a revision to the approved scope of work presented in the *Site Conceptual Model and Work Plan for Additional Site Assessment,* dated April 30, 2004 and prepared by RRM, Inc. (RRM) for the above referenced site (Figures 1 and 2). The revised work plan was requested by the Alameda County Health Care Services Agency (ACHCSA) in a letter dated January 27, 2006.

REGULATORY AND SITE ASSESSMENT STATUS

In general, RRM's aforementioned approved work plan, proposed the collection of soil and grab-groundwater samples from five soil borings located in the area of the two 8,000-gallon underground storage tanks (USTs) formerly located beneath the sidewalk at 265 30th Street. Information documenting the removal of three gasoline pumps and one pump island, and the closure of the USTs in 1965 via cement grouting was provided to HGLLC by Bridgestone/Firestone, Inc. (BFS) in a letter dated May 22, 1998. This letter and other site information were provided to the ACHCSA by Trinity in an electronic mail message dated January 12, 2006 (Attachment A).

The information submitted documented that the gasoline pumps and pump island were removed and the USTs located beneath the sidewalk at 265 30th Street were cement grouted in place by a BFS contractor many years before fuel oxygenates, such as methyl tertiary butyl ether (MTBE), were added to gasoline. Based on this information, the approved additional

soil and groundwater MTBE investigation in the former UST area was no longer required (ACHCSA letter, dated January 27, 2006). Upon further review of the information contained within and attached to the May 22, 1998 letter from BFS and comparison of this information with the December 27, 1995 *Fuel Tank Closure Report* prepared by Compliance & Closure Inc. (CCI), it appears that the two 8,000-gallon USTs were not filled with cement by the BFI contractor in 1965. CCI reported that product existed in both USTs and Erickson removed a total of approximately 400-gallons of water/petroleum hydrocarbon mixture from the USTs. Before removal, CCI sounded the USTs and estimated that they were approximately 8,000-gallons each in capacity. CCI made no mention of either UST containing cement grout. It appears that BFI's contractor, Fletcher Construction Company, properly removed the above grade fueling facilities (three gasoline pumps and one pump island) but failed to complete their contract with BFI by filling the USTs with cement grout. Although the USTs were not properly abandoned per contract or applicable local or state requirements of the period, the above ground fueling system was removed and not operable before April 1965. Therefore, the soil and groundwater MTBE investigation in the former UST area at 265 30th Street is still no longer required.

Addressed in this work plan are the additional ACHCSA technical comments pertaining to product lines associated with the 265 30th Street USTs, future land use, utilities and other preferential pathways, additional soil and groundwater assessment beneath the former 1,500-gallon heating oil tank at the 2964 Broadway address, and GeoTracker EDF Submittals and Electronic Submittal of Reports.

The purpose of this work plan is to address the above ACHCSA technical comments, and included below are a brief discussion of site background, proposed scope of work, and scheduling.

SITE BACKGROUND

Site Description

Based on information obtained from HPLLC and BFS, the site was constructed in 1917 and the property was sold in approximately 1943 to Harold Zimmerman. The property was leased back to BFS by Mr. Zimmerman and on April 17, 1961, the property was purchased by Hagstrom Food Stores (HGLLC). Similar to Mr. Zimmerman, HGLLC leased the property back to BFS until February 1977 at which time the property was sublet. The property is currently owned by HPLLC and is sublet to Mercedes Benz of Oakland.

The site's USTs and associated fuel distribution facilities were installed by BFS during their tenure as the property owner and lessee. As documented by BFS in a letter to HGLLC dated

May 22, 1998 (Attachment A), the 265 30th Street gasoline pumps and pump island were closed in 1965, and the USTs were assumed to be grouted in place. The heating oil tank located at 2964 Broadway was not closed in 1965 presumably because it was still a part of the facility's heating system[1].

Physical Site Conditions

The Former Firestone Tire Facility is located on the south corner of the intersection of Broadway and 30th Street in Oakland, Alameda County, California. The nearest surface water body is Glen Echo Creek, located approximately 250 feet east of the site. Lake Merritt is located approximately 3,000 feet south of the site and the San Francisco Bay is located approximately 3 miles northwest of the site. Shallow groundwater has been encountered in soil borings at a depth of approximately 6.5 feet below ground surface (bgs). Groundwater is anticipated to flow towards the south to southwest, toward Glenn Echo Creek, based on topography and local drainage patterns.

In general, local geology consists of alluvial fan deposits consisting of unconsolidated clay, silt and sand. At borings B-1 and B-2 (Figure 3), sediments generally consisting of silty clay were encountered[2]. A well survey was completed by RRM in May 2003 to identify potential sensitive groundwater receptors located within a ½-mile radius of the site. Based on the survey results, one irrigation well was identified. The irrigation well is located at 5000 Piedmont Street in Oakland, which is approximately 6,800 feet northeast of the site[3].

Previous Investigations

Past environmental investigations have been conducted at the site by several consultants. They are summarized below and grouped according to the summary document issued that reported the investigation. Historical analytical data from previous environmental investigations and maps showing sample collection locations are included as Attachment B.

Fuel Tank Closure Report – Compliance & Closure, Inc. (CCI), December 27, 1995

In late September 1995, CCI retained an underground locating service to locate the exact placement of an unknown number of USTs believed to be located beneath the sidewalk at 265 30th Street. The underground utility locator identified the location of the USTs but the UST size and exact numbers could not be determined. Because the exact size of the USTs

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1 BFI, 1998, Letter Pertaining to 2964 Broadway, Oakland, California, May 22.

2 RRM, Inc. 2004, *Site Conceptual Model and Work Plan for Additional Site Assessment*, April 30.

3 ____. 2003, *½-Mile Radius Well Survey and Request For Site Case Closure*, June 30.

was not known, it was assumed that at least two 550-gallon USTs were located beneath the sidewalk.

In November and December 1995, TAC Environmental Services performed UST removal activities at the site. Once the tank tops were exposed, it was concluded that the USTs were much larger than expected and two 8,000-gallon USTs were unearthed. While only the tank tops were exposed, each tank was sounded for liquids, and it was determined that both tanks contained product. Erickson, Inc. was retained to pump the tanks, and a total of approximately 400-gallons of tank rinsate were removed. CCI reported that the removed liquid consisted of approximately 70 to 99 percent water, with the remainder being petroleum hydrocarbons.

After the tanks were removed and inspected, it was determined that both tanks exhibited some corrosion but neither tank had any visible holes. Field observations during removal indicated that the USTs were of steel construction, contained a total of 400-gallons of water/product mixture, were estimated to be approximately 8,000-gallons in capacity, and apparently were not filled with cement grout by BFI's contractor in 1965.

On December 7, 1995, the USTs were removed from the tank excavation pit and four soil samples, designated S-1 through S-4, were collected from beneath the tanks at approximately 13 feet bgs. Approximately 300 cubic yards of soil associated with the UST pull was stockpiled onsite and an additional 35 cubic yards of visually impacted soil was over-excavated, for a total of 335 cubic yards removed. Excavated soils were profiled and segregated into clean and impacted stockpiles onsite. Impacted soils were sent to an appropriate landfill and clean soils were used to backfill the UST excavation. After soil over-excavation work was completed, two over-excavation confirmation soil samples designated (S-5 and S-6) were collected from the UST pit bottom at approximately 16 feet bgs. It was reported that some visually petroleum hydrocarbon affected soil was left in place along the northern excavation sidewall adjacent to 30th Street. This soil was left in place to prevent the street from caving into the excavation and to protect underground utilities.

Underground Storage Tank Removal Report – RRM, Inc., September 23, 1997

On August 20, 1997, RRM subcontracted Artesian Oil of Oakland to pump and properly dispose the residual contents from a 1,500-gallon heating oil UST located beneath the sidewalk on the north side of the site (2964 Broadway). The liquid removed from the UST consisted of approximately 575 gallons of 90% water and 10% oil.

On August 25, 1997, RRM excavated and removed one 1,500-gallon heating oil UST from the site. During removal, approximately 50 cubic yards of soil was removed and stockpiled onsite. The soil was separated into two piles based on field screening for petroleum

hydrocarbons. Upon removal of the UST, Mrs. Eva Chu with ACHCSA did not find any holes, pitting or evidence of corrosion. The associated vent line and product line were clamped shut and left in place. The excavation was backfilled with imported fill sand and Class II Baserock and compacted to grade.

On August 25, 1997, RRM collected two excavation bottom soil samples, designated TB-1 and TB-2, and two excavation sidewall soil samples, designated N-1 and E-1, for laboratory analyses. Excavation bottom samples were collected at a depth of approximately 10 to 10.5 feet bgs and sidewall soil samples at depths between 6 and 6.5 feet bgs. Laboratory results indicated that motor oil range total petroleum hydrocarbons (TPHmo) were detected in tank bottom and sidewall samples and TPHmo and total lead were detected in stockpiled soil (Attachment B). Stockpiled soil was transported to and disposed at Class II (39 tons) and Class I (11 tons) landfills.

In a letter from Mrs. Eva Chu with ACHCSA dated January 9, 1998, it was determined that the UST located at 2964 Broadway was closed in compliance with Title 23 of the California Code of Regulations and no further action related to the UST was required.

Soil and Groundwater Investigation Report - RRM, Inc., October 26, 1999

This investigation was requested by the ACHCSA in a letter dated April 4, 1996 in response to petroleum hydrocarbon affected soil identified during the UST removal activities performed by CCI at 265 30th Street. CCI submitted a work plan on May 2, 1996 and the ACHCSA approved the work plan in a letter dated August 3, 1999.

On September 17, 1999, RRM drilled two direct push soil borings, designated B-1 and B-2, near the former UST complex. Soil and grab-groundwater sample analytical results are presented in Attachment B. Based on the results of this investigation, RRM requested site case closure from ACHCSA. In a letter from ACHCSA dated January 19, 2000, the report was approved although requested site case closure was not granted.

½-Mile Radius Well Survey and Request For Site Case Closure – RRM, Inc., June 30, 2003

RRM completed at well survey to identify potential sensitive groundwater receptors by locating all documented existing and abandoned wells within a ½-mile radius of the site. The only well located was at 5000 Piedmont Street in Oakland. This irrigation well was found to be approximately 6,800 feet from the site. RRM also compiled UST excavation soil sampling and subsequent soil and grab-groundwater investigation analytical results onto a map for ACHCSA review. The analytical results map, a well survey map, and Case Closure Summary were submitted to ACHCSA staff for review and approval. This information is included in Attachment B.

PROPOSED SCOPE OF WORK

The following tasks detail the scope of work to complete the requested soil and groundwater investigation for the former UST at 2964 Broadway, and address ACHCSA technical comments for the former USTs at 265 30th Street.

2964 Broadway, Former 1,500-Gallon Heating Oil UST

Permitting, Safety and Prefield Procedures: If required, soil boring permits will be obtained from ACHCSA and a street/sidewalk encroachment permit will be obtained from the City of Oakland. Site safety procedures will involve the preparation of a site-specific health and safety plan identifying potential chemical and physical hazards which may be encountered during the course of field activities. All Trinity personnel involved in conducting the field activities will have met OSHA 40 Hour Hazardous Waste Operations and Emergency Response Training.

Before any drilling activity at the site, the site will cleared for underground utilities by notification of Underground Service Alert (USA), review of available station plans and public right-of-way plans. Additionally, a private subsurface utility subcontractor may be utilized.

As part of the health and safety plan, a borehole clearance review form and daily Job Safety Analyses (JSA) sheets will be completed prior to beginning work and before changing work tasks. As outlined in the health and safety plan, a communication stream will be maintained to address any and all safety and project related issues that may arise.

Direct-Push Boring Installation: As requested by the ACHCSA, one direct-push boring will be advanced immediately adjacent to the former UST located at 2964 Broadway. The purpose of this boring is to further characterize soil and groundwater conditions beneath the former UST. The soil boring work scope is discussed below and field and analytical procedures are further detailed in Attachment C. The proposed soil boring location is shown on Figure 3.

- The proposed soil boring will be installed using Geoprobe® direct-push drilling equipment to a total depth of approximately 10 to 15 feet bgs or until groundwater is encountered. A Trinity field geologist, based groundwater level occurrence, field screening results and direct observations, will determine the total depth of the boring. The boring will be logged continuously with samples being preserved for chemical analyses at five-foot depth intervals, and for all depth intervals where staining, odors or elevated photo-ionization detector (PID) readings are observed. If staining, odor, or elevated PID readings are observed over an interval of several feet, a sufficient

number of soil samples from this interval will be collected and submitted for laboratory analyses. One soil sample will be collected from the capillary fringe for submittal to the laboratory for chemical analyses.

- A grab-groundwater sample will be collected from the first-encountered groundwater bearing zone for chemical analyses.
- Soil samples and one grab-groundwater sample will be submitted to a California state-certified laboratory and analyzed for the presence of gasoline range total petroleum hydrocarbons (TPHg), diesel range total petroleum hydrocarbons (TPHd), motor oil range total petroleum hydrocarbons (TPHm); benzene, toluene, ethylbenzene, and xylenes (BTEX); chlorinated hydrocarbons, ethylene dibromide, and 1,2-dichloroethane by Environmental Protection Agency (EPA) Method 8260, and cadmium, chromium, lead, nickel and zinc by ICAPP or AA.
- Upon completion of work, the soil boring will be backfilled with cement grout from the bottom of the boring to the ground surface.

265 30th Street, Two Former 8,000-Gallon USTs

Future Land Use: According to HGLLC, the potential future use of the property may change from commercial use to multilevel residential land use. HGLLC is presently considering offers from residential developers to sell the property for conversion to multilevel residential housing.

Product Lines: The general area of the former gasoline pumps and pump island is shown on Figure 3. The exact location of the product lines is not known but it is assumed that they run in a straight line, being the shortest distance from the Former USTs to the former pump island location. An attempt to locate the product lines will be performed by conducting a magnetic survey in the pump island area and assumed product line areas. To assess soil conditions beneath the pump island and product lines, three shallow soil borings are proposed at the locations shown on Figure 3. These proposed boring locations may change in the field based on the results of the magnetic survey.

Permitting, safety and prefield procedures will be performed as described above. The soil borings will be advanced using Geoprobe® direct-push equipment to a total depth of approximately 10 feet bgs or until groundwater is first encountered. A Trinity field geologist, based groundwater level occurrence, field screening results and direct observations, will determine the total depth of each boring. The borings will be logged continuously with samples being preserved for chemical analyses at five-foot depth intervals, and for all depth intervals where staining, odors or elevated photo-ionization detector (PID) readings are

observed. If staining, odor, or elevated PID readings are observed over an interval of several feet, a sufficient number of soil samples from this interval will be collected and submitted for laboratory analyses. At a minimum, one soil sample from each boring will be collected for laboratory analyses from the two to three foot depth interval and another sample below five feet bgs and above first-encountered groundwater.

Soil samples will be submitted to a California state-certified laboratory and analyzed for the presence of TPHg, TPHd, and BTEX using EPA Method 8260. Upon completion of work, the soil borings will be backfilled with cement grout from the bottom of the boring to the ground surface.

Utilities and Other Preferential Pathways: A survey of underground utilities and other preferential pathways will be conducted along Broadway, 30th Street and the site at the same time as the soil and groundwater investigation described above. The locations of water lines, sewers, storm drains, pipelines, communication lines, and trench backfill will be plotted on an extended site map. The depth of the utilities or other preferential pathways identified will be compared to available historical, current and future groundwater elevation data to assess whether utilities are likely or potential preferential pathways for contaminant movement. Any sensitive receptors identified in the site vicinity will be identified and their locations will be plotted on a map. The utility and preferential pathway survey will be documented in the report summarizing the results of the scope of work described herein.

GeoTracker EDF Submittals and Electronic Submittal of Reports

Trinity will upload all analytical data (collected on or after September 1, 2001) to the SWRQB's GeoTracker database website in accordance to the regulations cited in ACHCSA's January 27, 2006 letter. The submission of reports will be in electron form to the ACHSCA's ftp site. As requested, paper copies of reports will not be submitted. To facilitate electronic correspondence, up to date electronic mail addresses for all responsible and interested parties for this site will be made available through an electron mail message addressed to jerry.wickham@acgov.org.

SCHEDULE

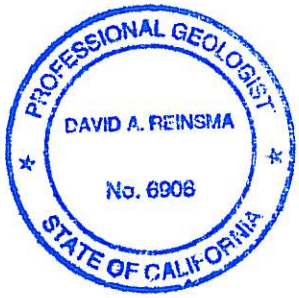
Trinity will begin the above scope of work immediately following the approval by the ACHCSA and obtaining approval of site assessment costs from HGLLC. Upon approval, it is anticipated that pre-field activities will take up to two to four weeks to complete. Field work will likely begin approximately one to two weeks following the procurement of all necessary permits.

Should you have any questions regarding the contents of this submittal, please contact Trinity at (831) 685-1217.

Sincerely,

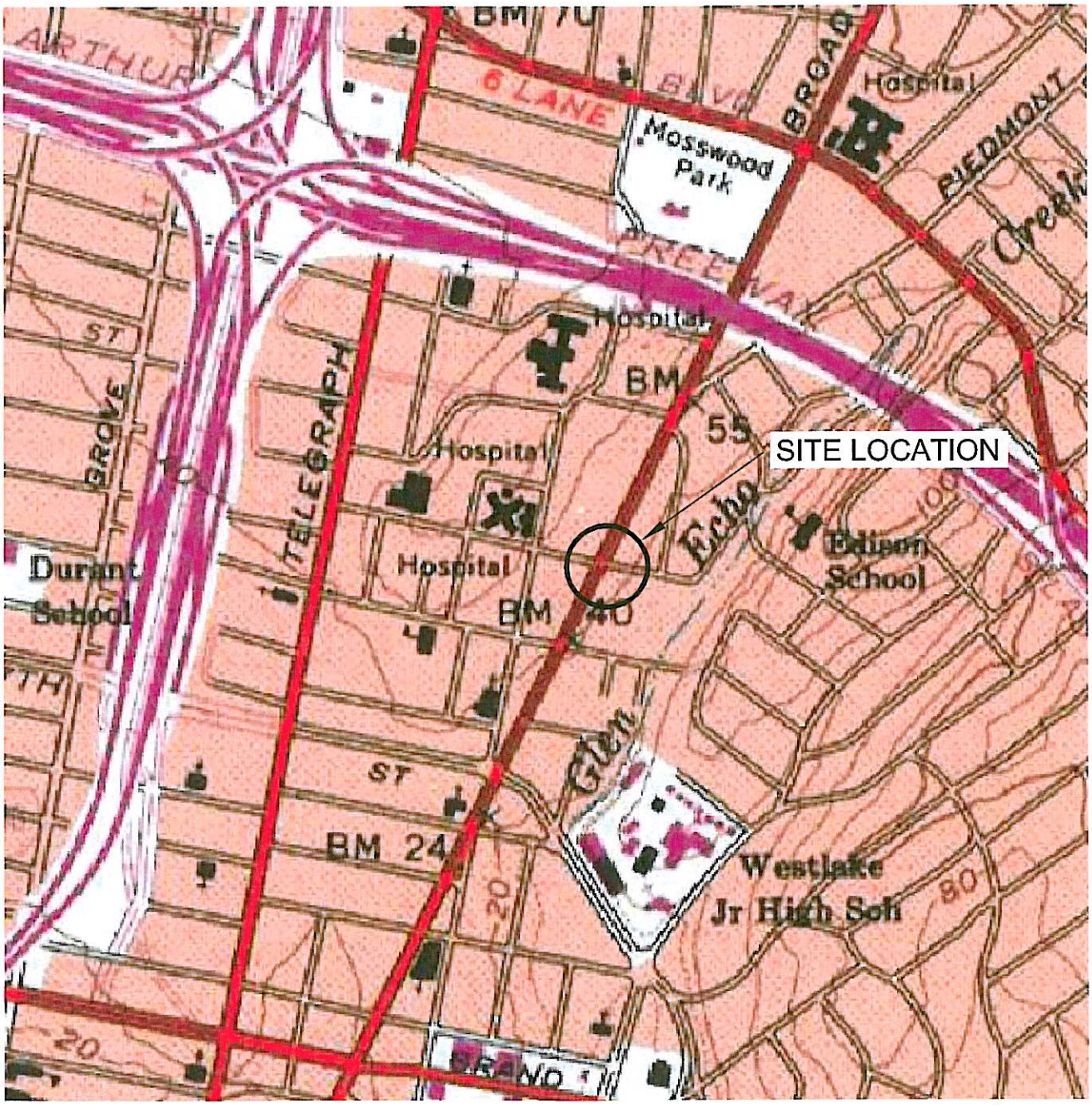
TRINITY SOURCE GROUP, INC.

David A. Reinsma, P.G.
President and Principal Geologist

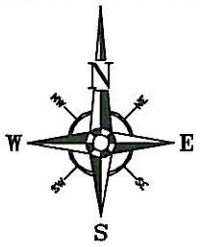


Attachments: Figure 1 – Site Location Map
Figure 2 – Extended Site Map
Figure 3 – Proposed Soil Boring Location Map
Attachment A – Bridgestone/Firestone, Inc. Correspondence
Attachment B – Historical Analytical Data and Sampling Locations
Attachment C – Field Procedures and Laboratory Methods

cc: Mrs. Corrine Hagstrom-Vasquez, Hagstrom Properties, L.L.C., 371 Village Square, Orinda Way, P.O. Box 1488, Orinda, California 94563



QUADRANGLE LOCATION



NOT TO SCALE

REF. 102_001\SITELOCATION.DWG

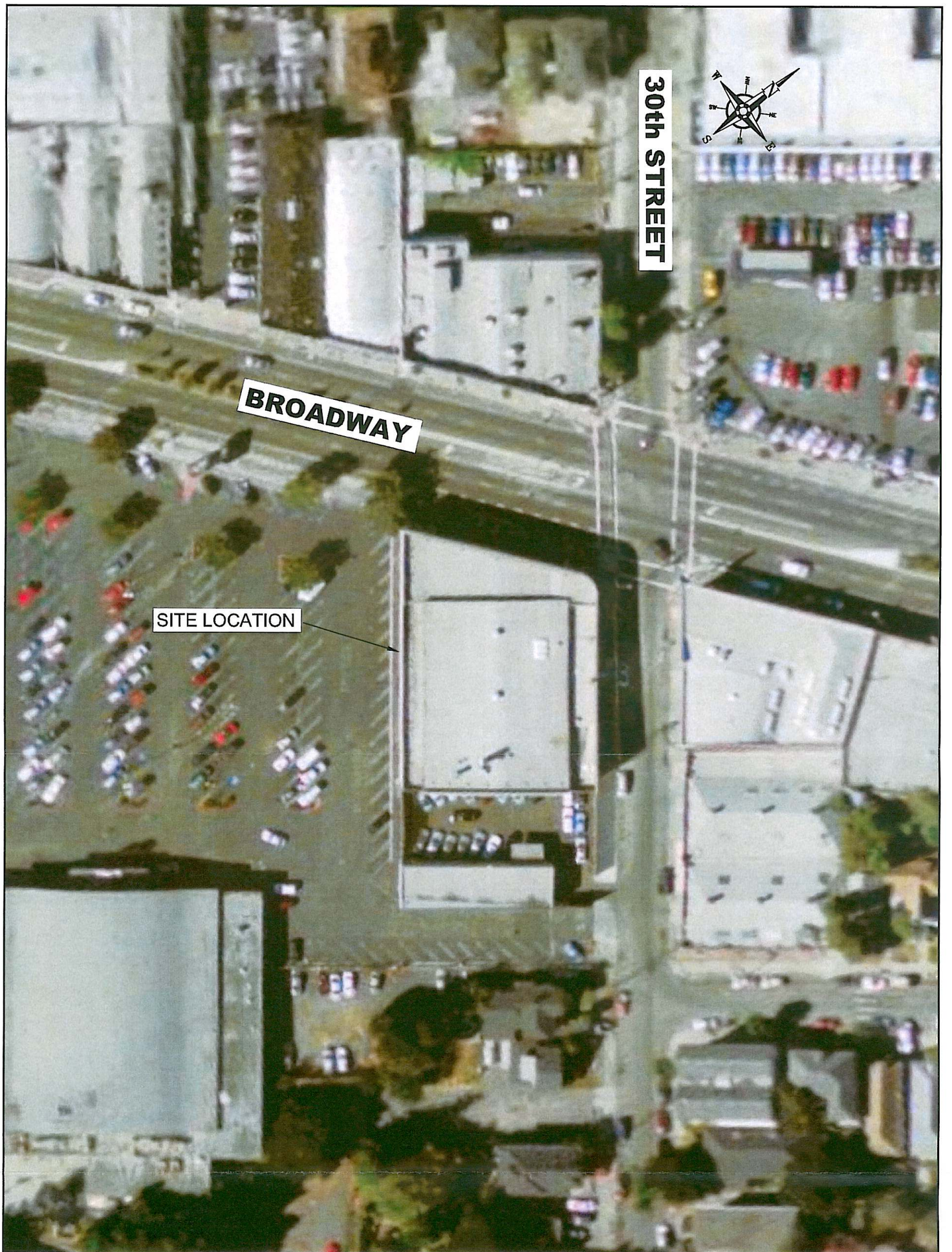
PREPARED BY
TRINITY source group, inc.
910 Mesa Grande Road
Aptos, CA. 95003
Tel: (831) 685-1217 Fax: (831) 685-1219

SITE LOCATION MAP

Former Firestone Tire Facility
2964 Broadway and 265 30th Street
Oakland, California

PROJECT:
102.001.001

FIGURE:
1



SCALE IN FEET

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REF. 102_001_001\EXTENDO.DWG
MAP FROM GOOGLE EARTH

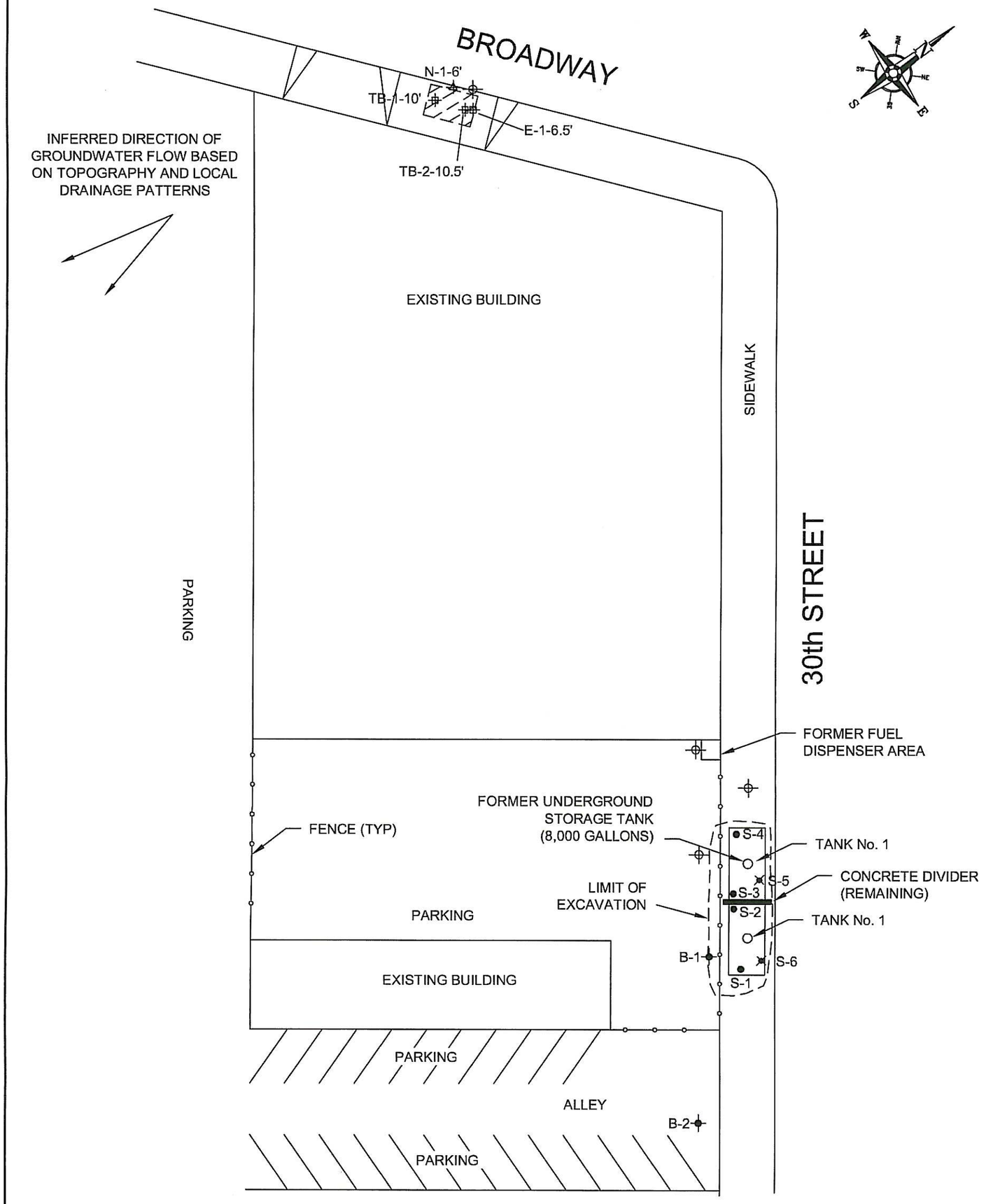
PREPARED BY
TRINITY source group, inc.
910 Mesa Grande Road
Aptos, CA 95003
Tel: (831) 685-1217 Fax: (831) 685-1219

EXTENDED SITE MAP

Former Firestone Tire Facility
2964 Broadway and 265 30th Street
Oakland, California

PROJECT:
102.001.001

FIGURE:
2



EXPLANATION

- EXCAVATION SIDEWALL SOIL SAMPLE, RRM 8/25/97
- EXCAVATION BOTTOM SOIL SAMPLE, RRM 8/25/97
- PROPOSED DIRECT PUSH SOIL BORING
- SOIL BORING LOCATION, RRM 9/17/99
- SOIL SAMPLE LOCATION, COMPLIANCE AND CLOSURE, INC. 12/7/95
- SOIL OVER-EXCAVATION SAMPLE LOCATION, COMPLIANCE AND CLOSURE, INC. 12/7/95

SCALE IN FEET

0 30

REF. 102_001_001\BORINGS.DWG
BASEMAP FROM RRM, INC.

PREPARED BY
TRINITY source group, inc.
910 Mesa Grande Road
Aptos, CA. 95003
Tel: (831) 685-1217 Fax: (831) 685-1219

PROPOSED SOIL BORING LOCATION MAP

Former Firestone Tire Facility
2964 Broadway and 265 30th Street
Oakland, California

PROJECT: 102.001.001

FIGURE: 3

ATTACHMENT A

BRIDGESTONE/FIRESTONE, INC. CORRESPONDENCE

DAVID O. LARSON
GREGORY DAVID BROWN
ROBERT J. LYMAN
SCOTT C. FINCH
RALPH A. ZAPPALA
PETER DIXON
SUSAN FELDSTED HALMAN
H. WAYNE GOODROE
DAVID R. PINELLI
RICHARD J. FINN
CATHY L. ARIAS
MICHAEL K. JOHNSON
SHAWN A. TOLIVER
CLARK J. BURNHAM
GEORGE J. ZISER
ERIC R. HAAS
STEVEN M. MARDEN
MONICA DELL'OSSO*
JEFFERY G. BAIREY
GARY SELVIN
ROBERT A. FORD
JAMES L. WRAITH
JOHN J. VERBER
THOMAS M. DOWNEY
PAUL D. CALEO
DAVID H. WATERS

A.J. MOORE, JR. (1918-1984)

FRAYDA L. BRUTON (OF COUNSEL)*

*Certified Specialist, Probate, Estate Planning and Trust Law
The State Bar of California Board of Legal Specialization

LAW OFFICES OF
LARSON & BURNHAM
A PROFESSIONAL CORPORATION
1901 HARRISON STREET, 11TH FLOOR
OAKLAND, CALIFORNIA 94612-3501
TELEPHONE: (510) 444-6800

Please reply to:
POST OFFICE BOX 119
OAKLAND, CALIFORNIA 94604-0119
TELECOPIER NUMBER: (510) 835-6666

JULIE M. AZEVEDO
LISA E. BARNETT
CARYN BORTNICK
LISA M. CAPPELLUTI
CARRIE L. DAUGHTERS
PAMELA FASTIFF ELLMAN
DANTE FORONDA
ANNE COBBLEDICK GRITZER
PETER L. LAGASSE
PELAYO A. LLAMAS, JR.
MARK F. MASCOTTE
GUSTAVO PERA
NOREEN N. QUAN
WALTER C. RUNDIN
ANJALI TALWAR
MERCEDES TORO
DAVID S. WEBSTER
BARRY ZOLLER
STEPHANIE BARCLAY
KIMBERLY A. BLAKE
MELISSA A. BRUZZANO
KATHERINE S. CATLOS
MATTHEW G. DUDLEY
SUSAN E. FIRTCH
ALISON F. GREENE
JAMES F. HOOGKINS
JASON E. LEE
JOANNA MacQUEEN
JILL A. PASSALACQUA
DEAN POLLACK
STEPHEN O. ROWELL
JENNIFER J. SARKOZY
DARRELL T. THOMPSON
MICHAEL S. TREPPA
BRADLEY M. ZAMCZYK

WRITER'S EMAIL ADDRESS
wgoodroe@larson-burnham.com

April 9, 1998

John Sheerin
Firestone Tire & Rubber Corporation
2550 West Golf Road
Rolling Meadows, Illinois 60008

Re: **2964 Broadway, Oakland, California (also designated as 265 - 30th Street, Oakland, California)**

Dear Mr. Sheerin:

This office represents Hagstrom Properties, L.P., the current owner of the real property located at 2964 Broadway, Oakland, California. Hagstrom Properties is the successor to Hagstrom Foods Stores, Inc. which purchased the property in 1961 from Harold Zimmerman, a single man.

It is our understanding that the property was previously owned by Firestone Tire & Rubber Corporation ("Firestone") and that Firestone actually built the structure on the property sometime in the 1920's. We also understand that Firestone sold the property to Mr. Zimmerman then leased the property back from him and remained a tenant at the property until the not too distant past. It is our belief that during Firestone's ownership and/or tenancy that Firestone installed certain underground storage tanks at the property as part of its commercial operations at the location. The property is on the corner of Broadway and 30th Street and also carries the designation of 265 30th Street, Oakland.

In 1995, my clients suspected that there might be some underground storage tanks on the property after making certain repairs on the property. Compliance & Closure, Inc. ("CCI") was retained to assist in the determination as to whether there were in fact such tanks on the property. CCI retained an underground locating service and, in fact, two tanks were located under the sidewalk on 30th Street. Bids were obtained to have the tanks removed. The successful bidder (TAC Environmental Services) was retained and a closure plan was submitted to the Alameda County Health Agency pursuant to California statutory procedures. The plan was approved by the County and permit number 9972 was issued on December 4, 1995. Two 8,000-gallon tanks were located and removed on or about December 7, 1995. Soil samples were tested and the

excavation area was back-filled. It was CCI's opinion that some soil contamination occurred at the site and a final clearance from the Alameda County Health Department has not been received to date. The total cost to date for removal of the two tanks is $74,033.48.

Subsequently and in 1997, the City of Oakland discovered an additional tank on the property. The tank was a 1500-gallon underground storage tank which was used to store heating oil. My client again contracted to have the tank removed. This time they contracted with RRM, Inc. for the tank removal. At the time of the field inspection prior to removal, it was determined by RRM that the tank contained 575 gallons of liquid which was 90% water and 10% oil. RRM obtained the appropriate permits for tank removal and proceeded with the work to remove the tank. Removal was completed on or about August 25, 1997. The tank was transported for disposal pursuant to appropriate regulations. The cost to date for the tank removal and clean up is $39,803.25. That account is closed with Alameda County as we believe that no further clean up is necessary.

The underground storage tanks were placed on the property by Firestone. In an effort to gather as much information as possible to assist Hagstrom in future decisions with respect to these underground storage tanks, which may include a claim against Firestone, Hagstrom is requesting that Firestone provide any and all information it has with respect to the underground storage tanks located at the property.

Therefore, would you please provide me at your earliest convenience any information, including a negative report, you have with respect to the property including the underground storage tanks located at the corner of Broadway and 30th in Oakland, including 2964 Broadway and 265 30th Street, Oakland, California.

Also, please treat this as a demand made upon Firestone for reimbursement of the total amount of $113,836.73 as costs to date incurred by Hagstrom for tank removal and clean up on the property. Hagstrom has available back up material supporting these claims which will be made available to Firestone upon request and after Firestone provides us the information as requested.

Very truly yours,

LARSON & BURNHAM

H. Wayne Goodroe

HWG:ec
cc: Hagstrom Properties, L.P.

GC

John G. Sheerin, P.E.
Environmental Manager

Bridgestone/Firestone, Inc.
RETAIL DIVISION
LAW DEPARTMENT
2550 West Golf Road
Rolling Meadows, IL 60008
Direct Line 847/981-3926
Facsimile 847/981-2371

May 22, 1998

Mr. H. Wayne Goodroe
Larson & Burnham
1901 Harrison Street
11th Floor
Oakland, CA 94612-3501

Re: 2964 Broadway, Oakland, California
BFS P/N None

Dear Mr. Goodroe:

Enclosed is our documentation demonstrating that Bridgestone/Firestone, Inc. (BFS) closed the gasoline underground storage tanks (USTs) at the above property in accordance with the requirements applicable in 1965. Based on the information you have provided to us, there was no legal requirement that any action be taken with respect to the gasoline USTs and BFS therefore is not required to reimburse Hagstrom Properties for the costs that it has voluntarily incurred to date. BFS, furthermore, is not the owner or the operator of the heating oil tank and therefore has no responsibility for it.

According to our records, BFS operated a store on the property from 1943 until 1977. As indicated on the enclosed invoice and supporting documents, BFS closed the gasoline USTs in place in 1965 by filling them with grout. Furthermore, during that time BFS's practice was to close gasoline USTs in accordance with any applicable local or state requirements. Therefore, we believe the tanks were properly closed in 1965.

California law only subjects USTs that were permanently closed before January 1, 1984 to the current closure requirements if a local agency deems it necessary. Ca. Code Regs. tit. 23 § 2670(i). Applicable California guidance (copy attached) further clarifies this requirement by indicating that the current tank closure regulations generally do not apply to tanks that were decommissioned (closed without being cleaned and filled with an inert solid) prior to January 1, 1984. *Applicability of the Closure Regulations to Tanks Decommissioned Before January 1, 1984*, LG-122, Underground Storage Tank Program, April 17, 1992. Accordingly, Hagstrom Properties was not legally required to remove the tanks and BFS is not obligated to reimburse Hagstrom Properties for costs it voluntarily incurred.

2965 30th ST.

RECEIVED
MAY 27 1998
Larson & Burnham

Our position is further strengthened by federal guidance which states that a tank closed or abandoned prior to December 22, 1988 is not required to follow current closure provisions. 53 Fed. Reg. 37185 (Sept. 23, 1988). According to this guidance, property owners who discover abandoned tanks are not required to revisit them and conduct site assessments. Id.

A recent California Court of Appeals decision supports our position as well. SDC/Pullman Partners v. Tolo, Inc., 70 Cal. Rptr.2d 62, 71 (Cal. App. 1997). In this case, the court held that a lease provision requiring the defendant to "comply with the law" in its use of hazardous substances meant that the defendant had no cleanup obligation beyond what may be ordered by state or federal environmental authorities. Similarly, we are confident a court would not find BFS responsible for the removal of previously closed USTs unless governmental legal action warranted such a removal. Hagstrom Properties chose to remove these USTs and is now asking for a reimbursement of costs that it was not required to incur. A court would not require BFS to pay for these voluntarily incurred costs.

Even if Hagstrom Properties were required to incur these costs under applicable law, they are not entitled to recover them from BFS. The Resource Conservation and Recovery Act citizen suit provisions do not allow a lawsuit to recover past cleanup costs. Meghrig v. KFC Western, Inc., 116 S.Ct. 1251 (1996). The petroleum exclusion bars a suit to recover any costs associated with the cleanup of gasoline under the Comprehensive Environmental Response, Compensation, and Liability Act. Wilshire Westwood Assoc. v. Atlantic Richfield, 881 F.2d 801 (9th Cir. 1989). The documentation provided demonstrates that BFS met the standard of care for tank closures in 1965.

2964 Broadway

In addition, BFS is not obligated to reimburse Hagstrom Properties for the removal of the heating oil tank because the sale of the property cut off our legal responsibility for it. The heating oil tank was a part of the facility's heating system. It probably was used by whomever occupied the premises after BFS. We believe that the tank was still operational when the sale occurred.

Responsibility for the heating oil tank belongs to the person who most recently owned or used the tanks. Cal. Stat. §25281; Cal. Code Regs. § 2611. BFS is not the owner of the heating oil tank since the tank was sold with the property in 1977, and BFS did not have daily responsibility for the heating oil tank after that. Moreover, when BFS vacated the premises in 1977 heating oil tanks were not even regulated. Consequently, since BFS is neither the owner nor the operator of the heating oil tank BFS has no responsibility for its removal or releases from it.

Please feel free to contact me if you have any questions or if I can provide any additional information.

Sincerely,

John G. Sheerin, P.E.
Environmental Manager

Enclosures

Filename: OaklandCA

CC: Jane Murphy, Jones Day
Property Environmental File

CHMAIN01: OAKLANDCA.DOC
Printed: 05/22/98 11:04AM

5220 G Street
OAKLAND 3, CALIFORNIA
GENERAL BUILDING CONTRACTORS

LOckhaven 2-5511

FLETCHER CONSTRUCTION COMPANY

Date: April 26, 1965

P.O. No. Contract

Location: 2964 Broadway
Oakland, Calif.

Firestone Stores
2964 Broadway
Oakland, California

EC 65-7

Job complete per contract.

TOTAL DUE $865.00

MAY 3 1965
REAL ESTATE

OAKLAND - BROADWAY 7524
ASST. NO.
REF. REPORT NO.
P. O. NO.
MGR. APPROVAL
REBILLED ON
DATE
SCT.
% ft.
AMT. RESALE $
DATE PAID
CHECK NO.
PAY $ 865.00 (NET)

Account No.
HDS trr

Reserve for Work		
Expense		
Accts.Rec.-Outside Co		
Total		

Approved By

CONTRACT

Copies for
Owner (2)
Contractor (1)

No.

City Oakland, California
Subject Gasoline facility removal
Date April 5, 1965

To Fletcher Construction Company (herein referred to as Contractor)
of 9220 G Street (Street Address) Oakland (City) 3, (Zone) California (State)

GENTLEMEN: You are hereby authorized and instructed to perform the following work at
2964 Broadway Oakland, California
subject to all the general conditions, Sections 1 to 15 inclusive, stated on the back of and which form a part of this contract and plans and specifications listed herein are a part of this contract.

List plans and specifications here:

are included as a part of this contract.

Any changes, additions or deletions to this contract must be in writing on Owner's "Order for Changes" form, and Contractor is hereby given notice that no extras will be recognized unless they are authorized in writing by Owner on said form before Contractor commences work on any such deviation from contract.

No verbal instructions or orders shall be binding on Owner. All verbal changes should be immediately reduced to written change orders.

INSTRUCTIONS: (Use this space to cover scope of work, kind of material, etc.)

Contractor will remove three (3) existing gasoline pumps and pump island and patch concrete slab as required.

Contractor will excavate down to tanks, cut a large hole in each tank and fill tanks with grout, patching sidewalk as required.

APR 22 1965 REAL ESTATE

Work to be commenced April 6, 1965 and completed by April 15, 1965
Upon completion and Owner's final approval of all work covered by this contract price shall be *****
******Eight hundred sixty-five and no hundredths**********
.....Dollars ($ *865.00******) payable as provided in Section 14.
Freight to be paid by
Shipping address
Billing address FLETCHER CONSTRUCTION CO.
Shipping date

General Building Contractors
9220 G STREET
OAKLAND, CALIFORNIA 94603

ACCEPTED
(Contractor)

Yours very truly,
(Owner)

GENERAL CONDITIONS

1. WORK SPECIFICATIONS—Work shall be done under general supervision and direction of Owner or his authorized representative all in accordance with Owner's requirements and those of any state, city or town or other officials having jurisdiction. Time schedules shall be furnished by Contractor showing the starting and completion dates and detail acceptable to Owner who plans to supply, when needed, any items to be supplied by Owner so that Contractor's work schedule may be maintained, although no liability is assumed by Owner for such deliveries on schedule. Contractor will arrange a schedule that will minimize interference with Owner's operations. Contractor will furnish all labor, materials, transportation, scaffolding, apparatus, ways, works, machinery, plant, water, lisenses, all permits required under local, state or federal regulations, inspection required by building departments or special supervision, etc., necessary to complete the work in a safe and acceptable manner.

2. CONTRACTOR'S RESPONSIBILITY—Contractor shall verify all measurements and be responsible for the same, and shall report to Owner any seeming errors, disturbances or inconsistencies in the specifications or detailed drawings and plans and shall request in writing all adjustments deemed necessary before proceeding with the work. Contractor shall be held to have examined the premises and the limitations under which the work will have to be executed, as well as any underground conditions. Failure to ask for adjustments shall be construed as Contractor's acceptance of detailed drawings and plans and specifications.

3. CONTRACTOR'S WARRANTY—Contractor will be responsible for the execution of a satisfactory and complete piece of work in accordance with the detailed drawings and specifications. Contractor shall provide proper and safe means for inspection of the work by Owner who shall have the right to reject all work or material not in accordance with the detailed drawings and specifications, whether incorporated in the work or not. Contractor shall remove such rejected work or material and replace the same with work or material satisfactory to the Owner promptly upon notice from Owner. Further, Contractor shall promptly replace any defective workmanship and material that may develop within one year from date of completion of contract and repair any and all damage caused thereby, all at Contractor's expense and according to instructions of Owner. If the Owner deems it inexpedient to correct work injured or not done in accordance with the contract, an equitable adjustment from the contract price or refund to the Owner shall be made. The date of final completion shall be agreed upon in writing in order to establish commencement of this guarantee period.

4. PROTECTION OF WORK AND PROPERTY— The Contractor shall continuously protect all his work from damage and shall protect Owner's property from injury or loss arising in connection with this contract. The Contractor shall adequately protect adjacent property as provided by law. The Contractor shall take all necessary precautions for the safety of personnel as required by laws, codes, and Owner's applicable regulations. This shall include, without limitation, the erection of necessary safeguards and posting of warning signs against hazards. In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from Owner, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized by Owner. Compensation for emergency work shall be determined by agreement.

5. LIABILITY COVERAGE—The Contractor shall indemnify Owner and save it harmless from damage to Owner's property and from all claims and judgments for injury or death to persons or property damages (including costs of litigation and attorneys' fees) made or obtained against Owner by third persons, including Owner's and Contractor's employees and agents, based on injuries to person or property, in any manner caused by, incident to, connected with, resulting or arising from the performance of this contract or the presence of Contractor's employees and/or agents on Owner's premises, regardless of whether such claims are alleged to be caused in whole or in part by negligence, or otherwise, on the part of the Owner or its employees. Contractor shall procure and furnish to Owner:

a. Certificate of Workmen's Compensation or Employer's Liability Insurance.

b. Certificate of Comprehensive Public Liability and Property Damage Insurance with limits of at least $10,000/$20,000 Bodily Injury and at least $5,000 Property Damage, unless otherwise specified, issued by a company approved and in a form satisfactory to Owner.

This policy is to be endorsed by said insurance company to recognize this contractual agreement with the Owner by direct quotation of the first paragraph of this Section 5 above.

c. Certificate of Automobile Liability Insurance with limits of at least $10,000/$20,000 Bodily Injury and at least $5,000 Property Damage, unless otherwise specified.

Certificates herein described shall be filed with Owner before any work is started on the premises described in this contract.

6. FIRE AND EXTENDED COVERAGE INSURANCE—Owner will carry the fire and extended coverage risk on material delivered to Owner's premises or to property adjacent thereto and intended for use on Owner's premises and on materials in place in the work, for the account of interested parties as their interests may appear.

7. TAXES—Contractor shall pay any and all required occupational or gross receipt taxes, income taxes, including withholding taxes on wages and payments required by Social Security Act, and any and all other taxes or levies upon material and labor supplied under this contract.

8. ROYALTIES AND PATENTS—Contractor shall protect and save Owner harmless from all claims or suits relating to inventions, patents, patent rights, or other incumbrances arising out of the execution of this contract or anything done hereunder.

9. CHANGES—Any changes shall be made only on written authority from Owner as stipulated on the face of this contract. The cost of any changes shall be determined on the same unit basis (exclusive of overhead and profit) as similar work in the original contract, with fair allowance being made for any change in basic material prices or labor hourly rate paid by Contractor, using the same percentage of profit and overhead for general contractor and subcontractor as used in this original contract. Where unit cost is stipulated in contract, it shall be used in determining the cost to Owner on such change. In case of dispute between Owner and Contractor as to cost of changes, the books and records of Contractor or subcontractor shall be made available for examination by Owner so as to establish the unit basis and percentage of profit and overhead included in original contract. Contractor agrees that in the event Owner is not satisfied with the cost quoted by Contractor on any change, Owner may engage other persons or contractors to make said change, and Contractor agrees to cooperate fully with said persons or new contractor.

10. ASSIGNMENTS AND SUBCONTRACTS—Neither this contract nor any interest therein shall be assigned or transferred by Contractor, nor shall any part of the work be sublet without Owner's written consent.

11. OWNER'S RIGHT TO TERMINATE CONTRACT— If Contractor should be adjudged a bankrupt, or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials or fail to make prompt payments to subcontractors, or if Contractor's workmen should leave the work before its completion for any reason whatever or disregard the instruction of Owner, or otherwise be guilty of a substantial violation of any of the provisions of this contract, then Owner, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice may terminate the engagement of Contractor hereunder and take immediate possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payments until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall then be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to Owner.

12. SEPARATE CONTRACTS— Owner reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate all work with that of other contractors.

13. LIENS—No partial or final payment shall become due to Contractor until Contractor delivers to Owner a complete release of all liens arising out of this contract for the material and labor included in the applicable payment, or at Owner's option receipts in full in lieu thereof and, if required in either case, an affidavit that so far as Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify against any lien. If any lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all money that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable amount for attorney's fee.

14. PAYMENTS—Unless otherwise instructed, Contractor shall submit applications for payment to Owner in TRIPLICATE, and in form acceptable to Owner. Payments will be made in monthly installments, each installment equaling 90 per cent of the value of materials furnished on the ground or in place and paid for, and labor performed and paid for, during the preceding month, and after receipt of release of liens as set forth hereinabove. No aggregate of payments for any trade, subdivision or subcontract shall exceed 90% of the amount for that item included in the schedule of values, which schedule shows the amount included in the contract for each such item, with the total of all items comprising and equaling the total contract price, and which schedule is to be agreed upon by Contractor and Owner, and copies submitted to Owner at time contract is awarded, or prior to start of construction. The final payment shall be due and payable within 30 days after the completion of the work and its acceptance by Owner and the issuance of satisfactory protection from liens, and manufacturer's guarantee or surety bond if required herein. In absence of satisfactory protection, final payment shall become due 5 days after the expiration of the legal period for filing of liens, or the removal from record of any liens which may have been filed, whichever date is later. Payments shall be made only upon approval by the authorized representative of Owner.

15.—OCCUPANCY—Whenever in the opinion of Owner all or any part or portion of building has been sufficiently completed to take possession of such premises, Owner may use it for installing equipment and merchandise, and for operating its business. Such possession and use shall not constitute acknowledgment that the building, or any part of it, has been completed, or that the work, or any part of it, is satisfactory. Contractor shall continue the work in full accordance with the detailed drawings and plans, specifications, and contract and, in order to complete the work, shall work around Owner's equipment, merchan-

LG-122

Applicability of the Closure Regulations To Tanks Decommissioned Before January 1,1984

April 17, 1992

To: Local Agencies

This letter describes the conditions under which underground storage tanks decommissioned before January 1, 1984 must comply with the closure requirements of Article 7 (Chapter 16, Title 23, California Code of Regulations). Section 2670(i) of this article states that tanks closed on-site by cleaning and filling with an inert solid before January 1, 1984 do not need to comply with the closure requirements. However, leaks from such tanks must be reported according to Article 5 and cleaned up according to Article 11.

The question remains as to which tanks decommissioned before January 1, 1984, without being cleaned and filled with an inert solid, need to comply with the closure requirements. The intent is to require compliance with the closure requirements if there are actual or potential leaks from such tanks. Therefore, if there is reasonable evidence that an actual leak has occurred or that a future leak may occur, then the closure requirements would apply. It will be deemed that there is reasonable evidence of an actual or potential leak when: 1) contamination that can be tied to the substance previously stored in the tank is found in nearby soil or water, or; 2) it is known that a hazardous substance remains in the tank which poses, or may pose a threat to human health or the environment if released. This section does not apply the closure requirements retroactively to every tank that was closed without being cleaned and filled with an inert solid before January 1, 1984.

The term "decomissioned" is used, rather than the term "closed", because the tanks in question did not necessarily comply with the closure requirements. A decommissioned tank is one that cannot have inputs or withdrawals, for one or more of the following reasons: 1) it has been filled with an inert solid; 2) its fill pipes have been sealed, or; 3) its piping has been removed. A tank that was not used on or after January 1, 1984 but could be used in the future meets the definition of an existing UST and is subject either to the operating or closure requirements of the law and regulations.

If you have any questions about this document, please contact Terry Brazell at 916-227-4404.

Sincerely,

[Original signed by:]
Mike McDonald, Manager
Underground Storage Tank Program

Back to LG list

24M-5M-11-64

ENGINEERING VOUCHER ORDER
(Partial Payments Record)

Date April 26, 1965

$ 865.00

to Fletcher Construction Company
9220 G Street
Oakland 3, California

Payment on Contract for abandon gas tanks and repair concourse,
Firestone Store, 2964 Broadway, Oakland, California

tract Price			$865.00
:as			
al			$865.00
vious Payments	Date	Amount	
			$865.00
ance Due			
unt Retained			
s Payment			$865.00

P.O. No. MM/MI ECA #13683

CHECK AND ENCLOSURES IN ATTACHED
W (CHECK MAILING) ENVELOPE YES ☐

MAIL DIRECT

Approved CWJ 5/4/65

ATTACHMENT B

HISTORICAL ANALYTICAL DATA AND SAMPLE LOCATIONS

RRM
engineering contracting firm

October 26, 1999
Project: FA03

Mr. Don Hwang
Alameda County Health Care Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: *Soil and Groundwater Investigation Report*
265 30TH Street
Oakland, California

Dear Mr. Hwang:

This letter report, prepared by RRM, Inc. (RRM) on behalf of Hagstrom Properties, documents the results of soil and groundwater investigation conducted at the site referenced above (Figures 1 and 2). The investigation was requested by the Alameda County Health Care Services (ACHCS) in a letter dated April 4, 1996. To respond to the aforementioned letter, Compliance & Closure, Inc. (CCI), prepared a work plan to perform a soil and groundwater investigation, dated May 2, 1996. The ACHCS approved the May 2, 1996 work plan in a letter dated August 3, 1999. In general, the scope of work conducted during the investigation included the drilling of two soil borings for the purpose collecting soil samples and grab groundwater samples for laboratory analyses.

This letter report includes a discussion of the site background, scope of work, findings, and conclusions and recommendations. Information presented as attachments include field and laboratory procedures, and boring logs (Attachment A), and certified analytical report and chain-of-custody documentation (Attachment B).

SITE BACKGROUND

Site Description

The site is located in a mixed commercial and residential area at 265 30th Street in Oakland, California. The nearest cross street to the site is Broadway to the north. The site topography slopes moderately to the southeast towards Echo Creek. Echo Creek is located approximately 500 feet to the southeast of the site (Figure 1). The site elevation is approximately 40 feet

Table 1
Soil Analytical Data
(Petroleum Hydrocarbons and MTBE)

265 30th Street
Oakland, California

Boring Number	Depth (feet)	Date Sampled	TPHg (ppm)	MTBE 8020 (ppm)	Benzene (ppm)	Toluene (ppm)	Ethyl-Benzene (ppm)	Xylenes (Total) (ppm)
B-1	5	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
	10	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
	15	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
	20	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
B-2	5	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
	10	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005
	15	09/17/99	<1.0	<0.05	<0.005	<0.005	<0.005	<0.005

Notes:

TPHg = Gasoline range total purgeable petroleum hydrocarbons
MTBE = Methyl tertiary butyl ether by EPA Method 8020
ppm = Parts per million
< = Not detected at or above specified detection limit

Table 2

Groundwater Analytical Data

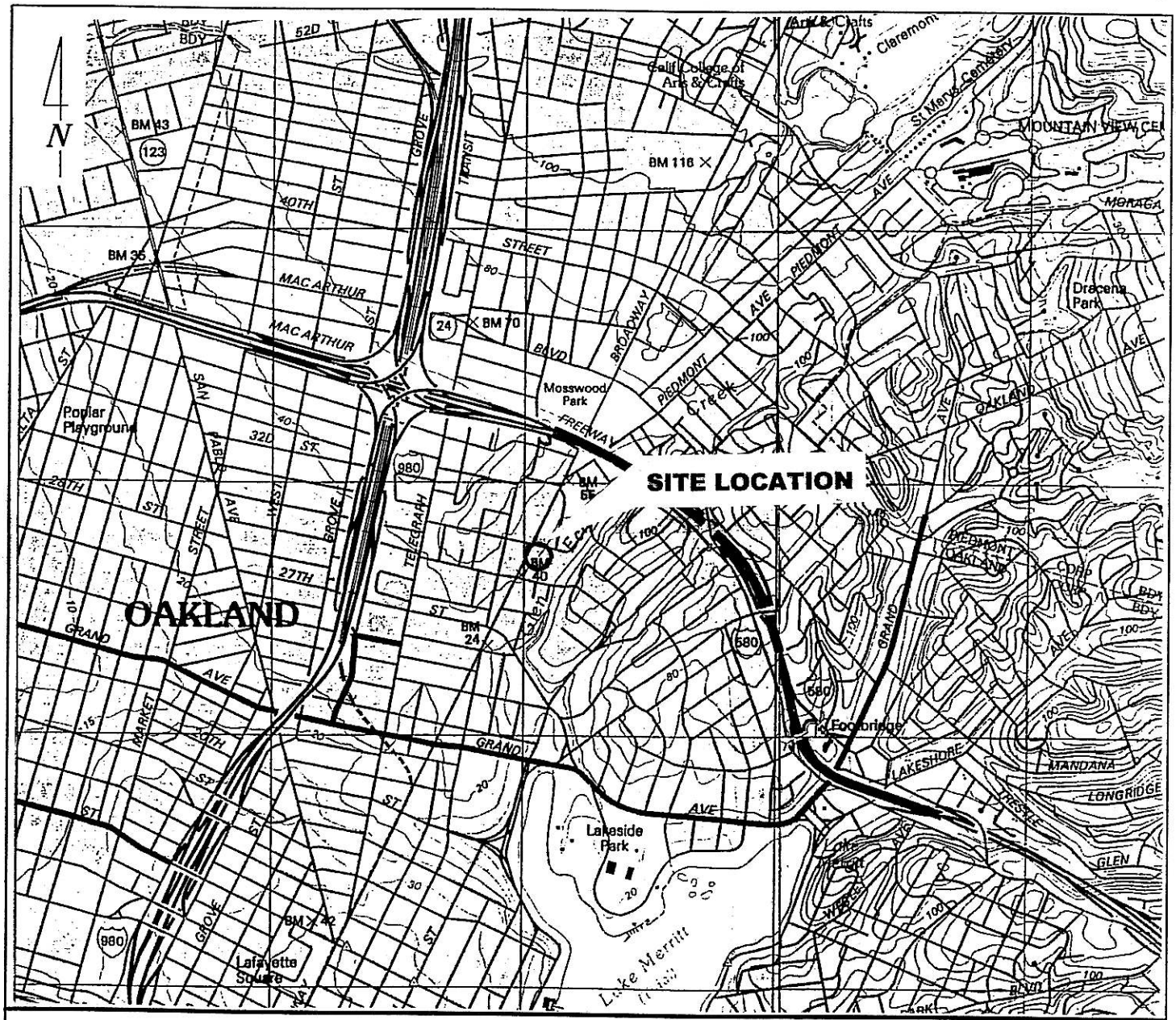
(Petroleum Hydrocarbons and MTBE)

265 30th Street
Oakland, California

Boring Number	Date Sampled	TPHg (ppb)	MTBE 8020 (ppb)	Benzene (ppb)	Toluene (ppb)	Ethyl-Benzene (ppb)	Xylenes (Total) (ppb)
B-1	09/17/99	2,900	5.2	1.1	1.2	3.7	7.0
B-2	09/17/99	110	7.1	<0.50	<0.50	<0.50	<0.50

Notes:

TPHg = Gasoline range total purgeable petroleum hydrocarbons
MTBE = Methyl tertiary butyl ether by EPA Method 8020
ppb = Parts per billion
< = Not detected at or above specified detection limit



References:
USGS 7.5 MIN. TOPOGRAPHIC MAP
TITLED: OAKLAND EAST AND WEST, CALIFORNIA
REVISED: 1993 AND 1997

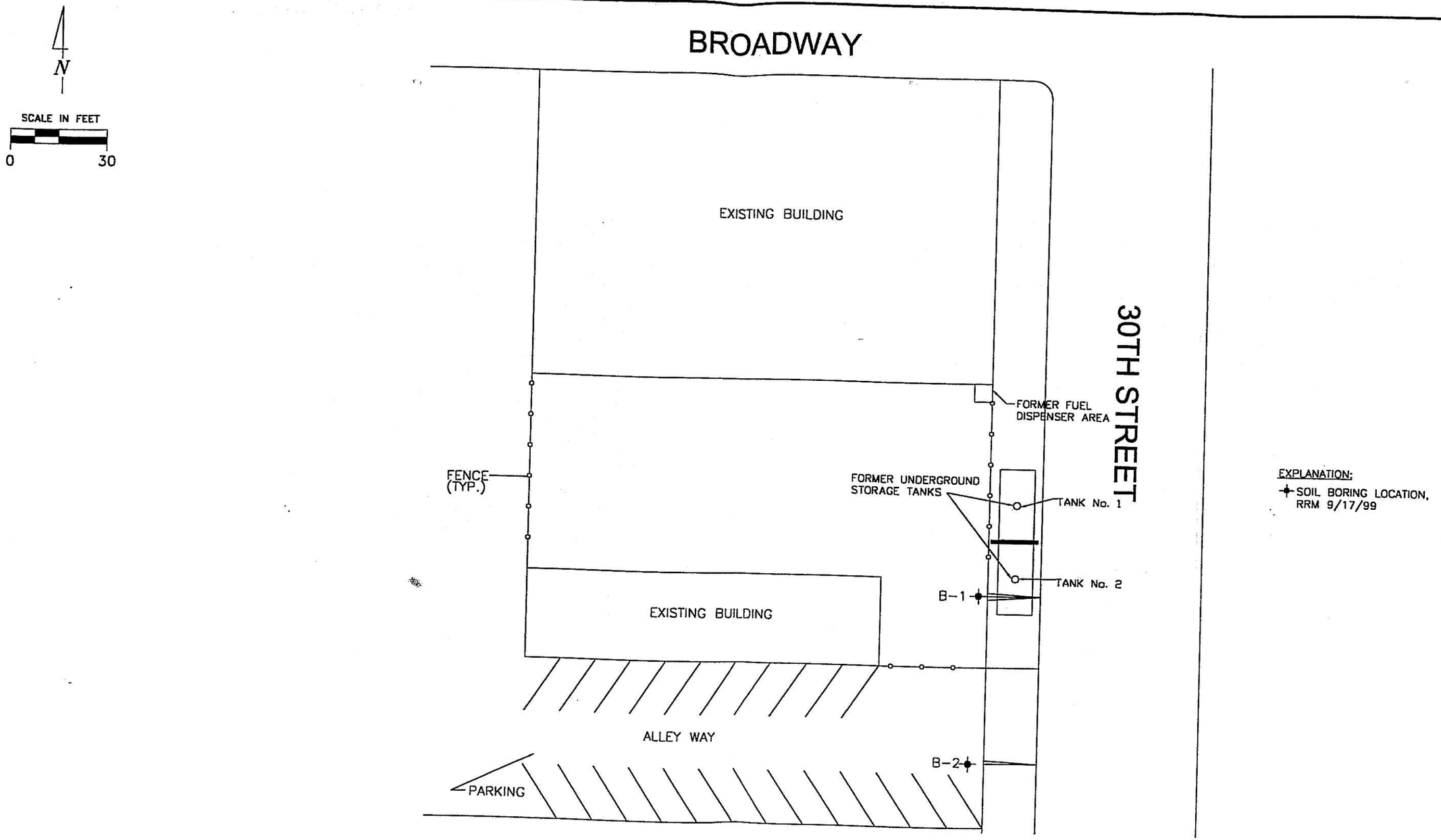
PREPARED BY

RRM
engineering contracting firm

SITE LOCATION MAP

265 30th Street
Oakland, California

FIGURE:
1
PROJECT:
FA03



Ref. LOCMAP.dwg
SOURCE: CDI, Inc. 1996

PREPARED BY
RRM
engineering contracting firm

SOIL BORING LOCATION MAP

265 30th Street
Oakland, California

FIGURE:
2
PROJECT:
FA03

UNDERGROUND STORAGE TANK REMOVAL REPORT

Former Firestone Tire Property
2964 Broadway
Oakland, California

Prepared for:

Ms. Corinne Vasquez
Hagstrom Property, L. P.
371 Village Square
Orinda, California 94563

Prepared by:

RRM, Inc.
3912 Portola Drive, Suite 8
Santa Cruz, California 95062

September 23, 1997

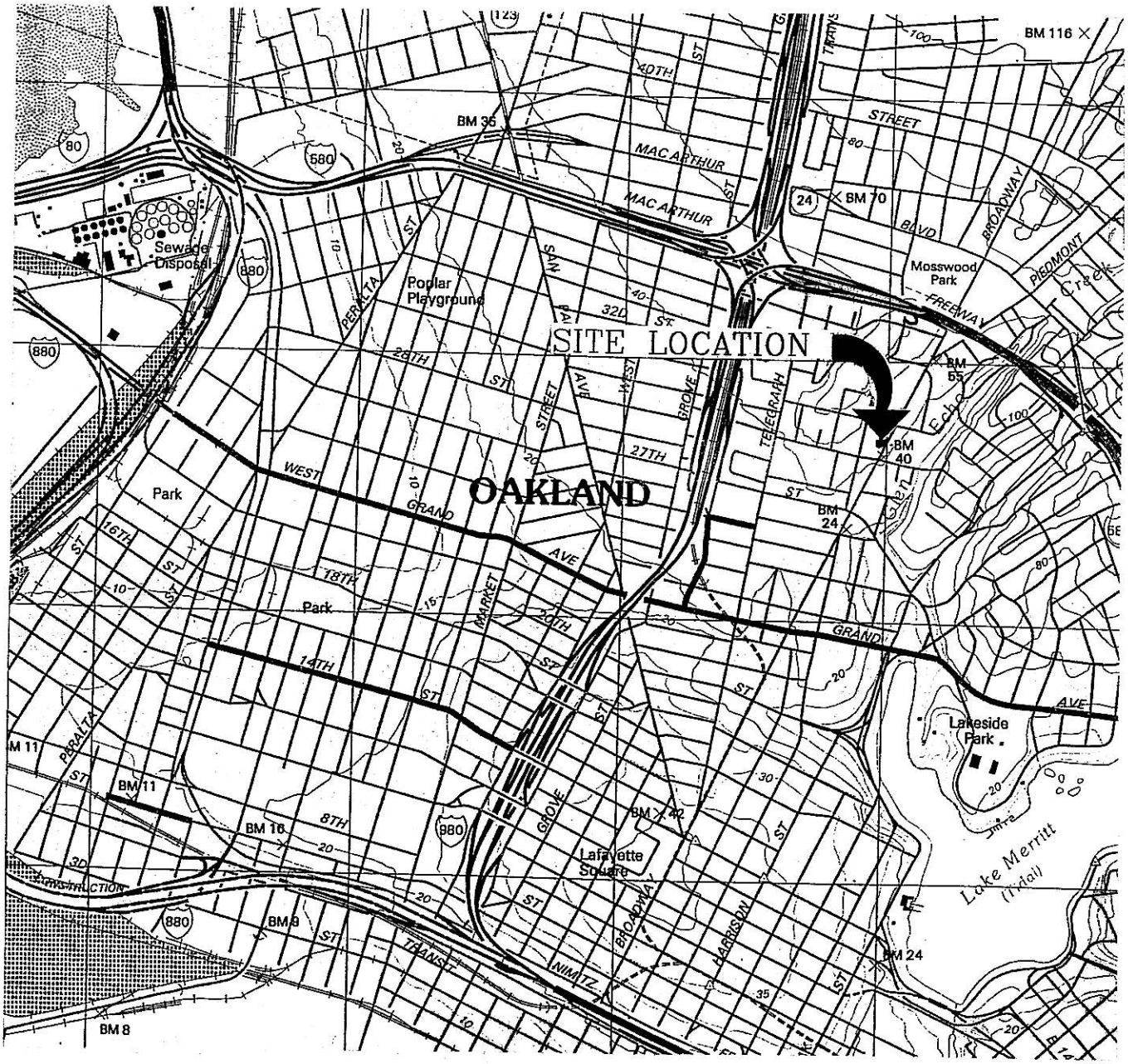
Table 1
Summary of Soil Analytical Data

Former Firestone Tire Property
2964 Broadway
Oakland, California

Sample Number	Date Sampled	Sample Depth (feet)	Benzene (ppm)	Toluene (ppm)	Ethyl-benzene (ppm)	Xylenes (ppm)	MTBE (ppm)	TPH-g (ppm)	TPH-d (ppm)	TPH-mo (ppm)	Total Lead (ppm)	Cadmium (ppm)	Chromium (ppm)	Nickel (ppm)	Zinc (ppm)
Tank Bottom Samples															
TB-1-10'	8/25/97	10.0	< 0.005	< 0.005	< 0.005	< 0.005	< 0.05	< 1.0	< 1.0	490	NA	NA	NA	NA	NA
TB-2-10.5'	8/25/97	10.5	0.0092	< 0.005	0.011	0.020	< 0.05	14[1]	< 1.0	2,400	NA	NA	NA	NA	NA
Excavation Samples															
N-1-6'	8/25/97	6.0	< 0.005	< 0.005	< 0.005	< 0.005	< 0.05	< 1.0	< 1.0	2,900	NA	NA	NA	NA	NA
E-1-6.5'	8/25/97	6.5	< 0.005	< 0.005	< 0.005	< 0.005	< 0.05	7.7[1]	< 1.0	880	NA	NA	NA	NA	NA
Spoils Pile Sample															
SP-1A, B, C, D	8/25/97	Composite	< 0.005	0.0064	0.0081	0.036	NA	NA	< 10.0	1,900	3.7	NA	NA	NA	NA
SP-2A, B, C, D	8/25/97	Composite	0.0071	0.010	0.012	0.051	NA	NA	< 100.0	13,000	1,800	NA	NA	NA	NA
SP-1A,1B/ SP-2A, 2B	8/25/97	Composite	NA	NA	NA	NA	NA	NA	NA	NA	640	< 0.50	42	47	120

Notes:

ppm = Parts per million
TPH = Total petroleum hydrocarbons
TPH-g = TPH calculated as gasoline
TPH-mo = TPH calculated as motor oil
< = Not detected at or above the specified detection limit
N = North sidewall sample taken at depth indicated
1 = TPH-g chromatograms were within the reporting range, but do not match the typical gasoline pattern
SP = Sample taken from spoils pile
MTBE = Methyl tertiary butyl ether
TPH-d = TPH calculated as diesel
TB = Sample taken from bottom of excavation at depth indicated
NA = Not analyzed
E = East sidewall sample taken at depth indicated



QUADRANGLE LOCATION

QUADRANGLE LOCATION

N

SCALE (ft)

0 2000

Reference:
USGS 7.5 MIN. TOPOGRAPHIC MAP
TITLED: OAKLAND WEST, CALIFORNIA

PREPARED BY

RRM
engineering contracting firm

Former Firestone Tire Property
2964 Broadway
Oakland, California

SITE LOCATION MAP

FIGURE:
1

PROJECT:
DAC62

N

SCALE

0 60 FEET

29th STREET

30th STREET

SUMMIT BANK

USED CAR LOT

SIDEWALK

BROADWAY

STORM SEWER LINE

FORMER UST LOCATION (EXCAVATION LIMIT)

SIDEWALK

DRIVEWAY

DRIVEWAY

COVERED PARKING

NISSAN DEALERSHIP

GROCERY OUTLET PARKING LOT

SPOILS PILE LOCATION

SITE

EXPLANATION

- TRAFFIC LIGHT
- ELECTRIC BOX
- STREET LAMP
- SEWER MANHOLE
- STORM SEWER DRAIN
- SEWER LINE

Basemap from Geologist sketch

PREPARED BY

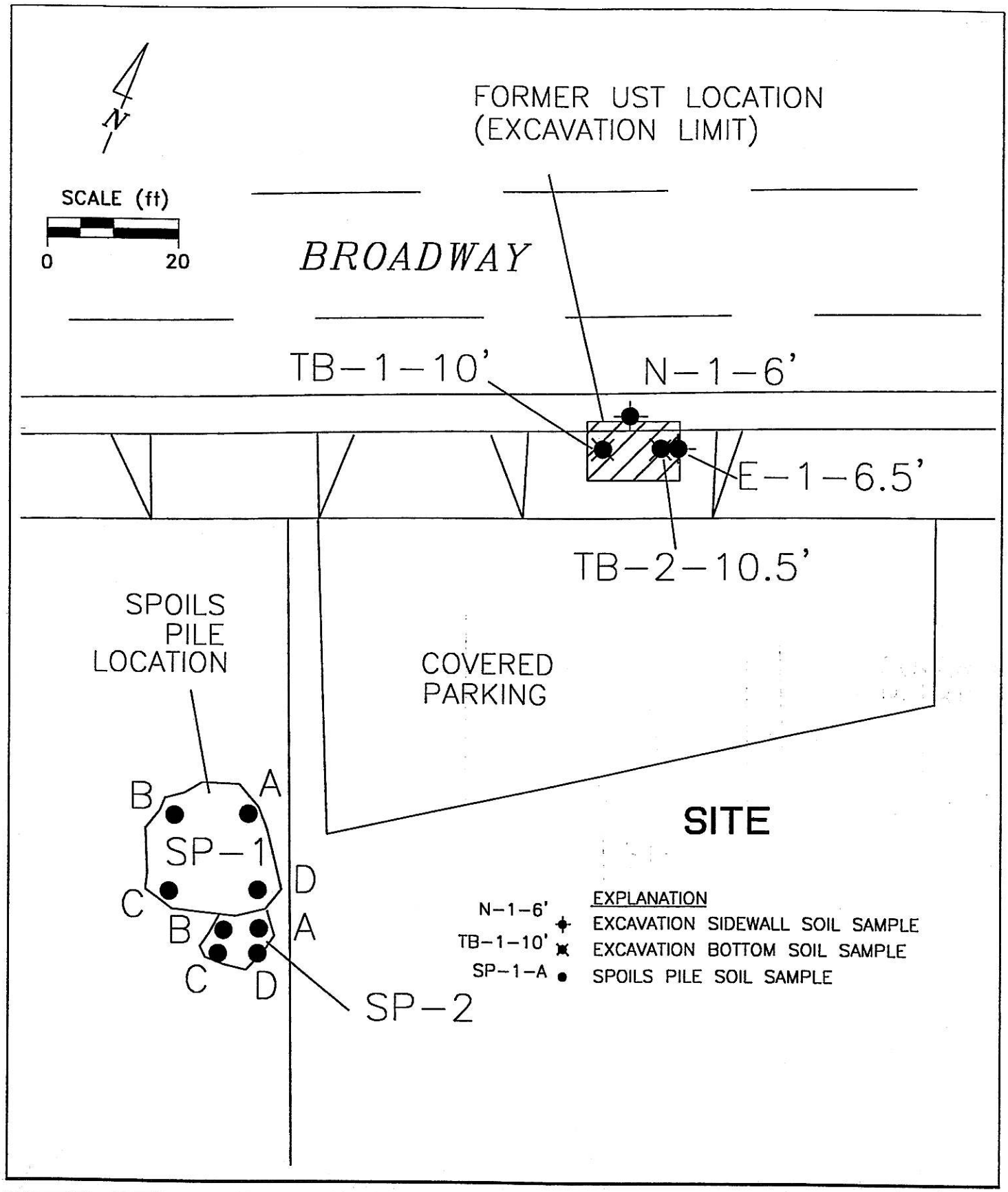
RRM engineering contracting firm

FORMER FIRESTONE TIRE PROPERTY
2964 Broadway
Oakland, California

EXTENDED SITE MAP

FIGURE: **2**

PROJECT: DAC62



PREPARED BY
RRM
engineering contracting firm

Former Firestone Tire Property
2964 Broadway
Oakland, California

UST EXCAVATION AND SPOILS PILE LOCATION MAP

FIGURE: 3
PROJECT: DAC62

FUEL TANK CLOSURE REPORT

265 30TH STREET, OAKLAND, CALIFORNIA

FOR

HAGSTROM PROPERTIES

ORINDA, CALIFORNIA

CCI PROJECT No. 12058-1

(December 1995)

TABLE 1

EXCAVATION SOIL ANALYSIS DATA

Sample No.	Date Sampled	Sample Depth (feet)	TPHD (ppm)	TPHG (ppm)	Benzene (ppm)	Toluene (ppm)	Ethyl Benzene (ppm)	Total Xylenes (ppm)	Benzopyrene (ppb)	Naphtalene (ppb)
S-1	12/07/95	13	<10	390	<0.005	2	1.4	5.1	<300	<300
S-2	12/07/95	13	<1	<1	<0.005	<0.005	<0.005	<0.005	<300	<300
S-3	12/07/95	13	<100	6700	<0.005	35	25	67	<3000	<3000
S-4	12/07/95	13	<1	2	<0.005	0.019	0.016	0.047	<300	<300
S-5	12/07/95	16	<1	<1	<0.005	<0.005	<0.005	<0.005	<300	<300
S-6	12/07/95	16	<1	<1	<0.005	<0.005	<0.005	<0.005	<300	<300

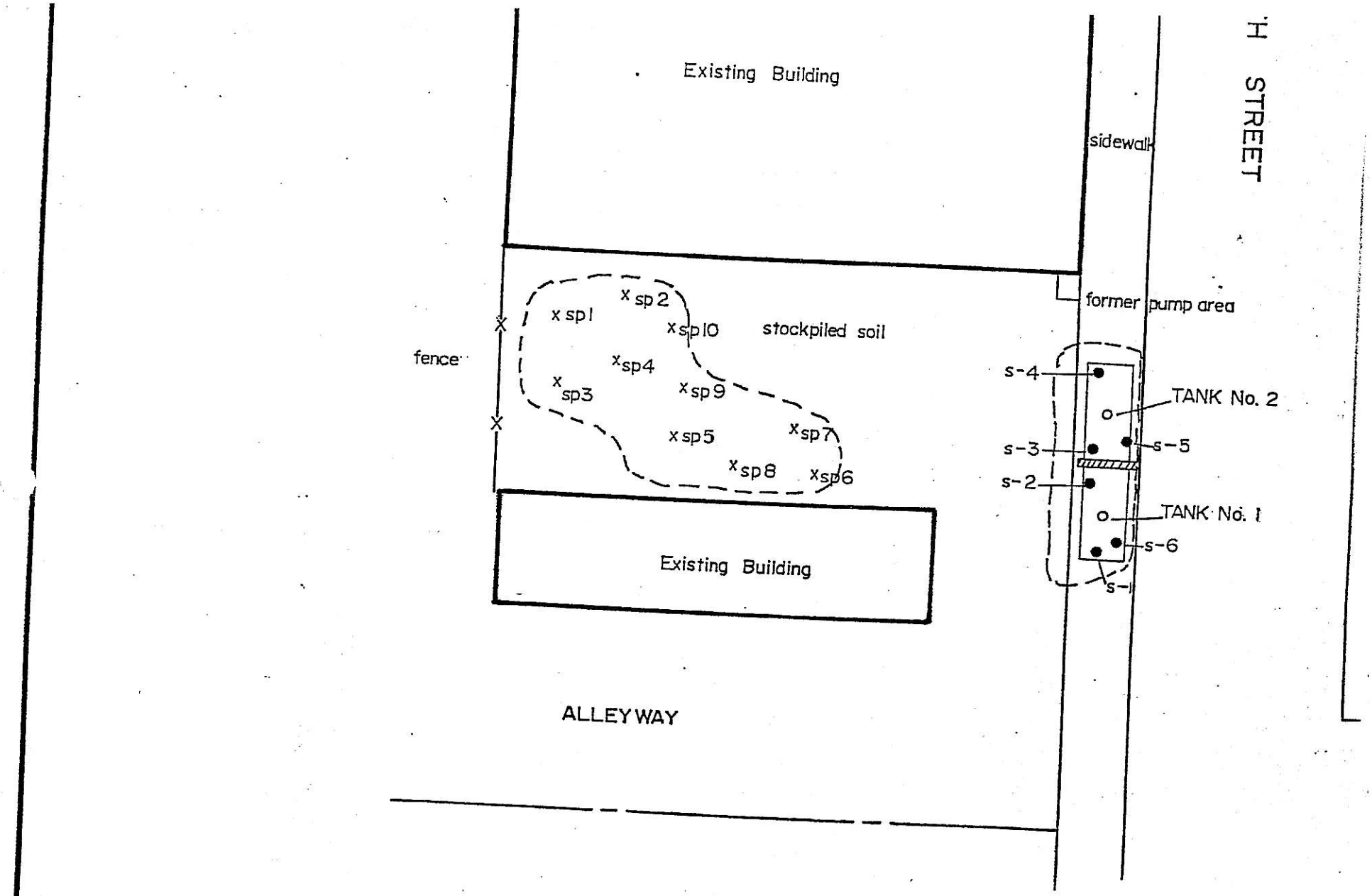
TPHD Total Petroleum Hydrocarbons as Diesel
TPHG Total Petroleum Hydrocarbons as Gasoline
ppm Parts per million
< Below laboratory detection limit
*N.D. Samples Analyzed for 8270, All Reported to Be Below The Lab Detection Limit
ppb Parts per billion

TABLE 2

STOCKPILED SOIL ANALYSIS DATA

Sample No.	Date Sampled	TPHD (ppm)	TPHG (ppm)	Benzene (ppm)	Toluene (ppm)	Ethyl Benzene (ppm)	Total Xylenes (ppm)	Oil & Grease (ppm)	pH*
SP-1	12/07/95	<1	1	<0.005	0.010	0.017	0.041	<20	8.35
SP-2	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	39	8.07
SP-3	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	<20	7.85
SP-4	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	<20	8.09
SP-5	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	<20	7.58
SP-6	12/07/95	<1	2	<0.005	<0.005	<0.005	0.011	<20	7.88
SP-7	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	<20	8.79
SP-8	12/07/95	<1	<1	<0.005	<0.005	<0.005	<0.005	<20	8.19
SP-9	12/07/95	<1	270	<0.005	1.6	0.80	1.5	55	8.18
SP-10	12/07/95	<1	3	<0.005	<0.005	0.012	0.022	<20	7.75

TPHD Total Petroleum Hydrocarbons as Diesel
TPHG Total Petroleum Hydrocarbons as Gasoline
ppm Parts per million
< Below laboratory detection limit
* R.C.I. data was conducted on soil samples and is attached in lab report



REVIEWED BY:

HAC

(R0438 site ID#)

SENT 07/02/03

Called *8/7/03 - NO Return
*10/16/03
*1/5/04
*2/17/04

Contact: need more work per Amir.

June 30, 2003
Project: FA03

Amir K. Gholami, REHS
Hazardous Materials Specialist
County of Alameda
Public Works Agency, Water Resources
399 Elmhurst Street
Hayward, California 94544-1395

Re: ***½-Mile Radius Well Survey and Request For Site Case Closure***
Former Firestone Tire Facility
265 30th Street
Oakland, California

Dear Mr. Gholami:

This letter, prepared by RRM, Inc. (RRM) on behalf of Mr. Warren Hagstrom of Hagstrom Properties, LLC, presents the well survey results and a request for site case closure for the Former Firestone Tire Facility located at 265 30th Street in Oakland, California. A well survey was completed to identify potential sensitive groundwater receptors by locating all documented existing and abandoned wells within a ½-mile radius of the site. The only well located was at 5000 Piedmont Street in Oakland, shown on Figure 1. This irrigation well was found to be approximately 6,800 feet from the above referenced site at 265 30th Street.

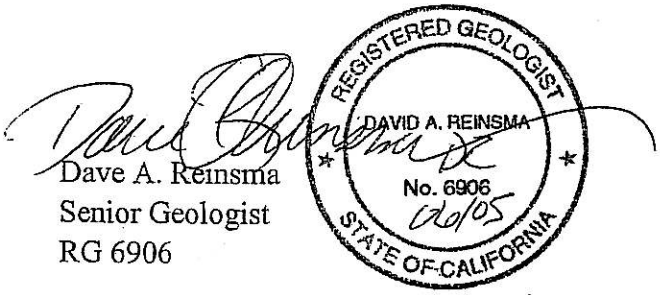
Historical soil and groundwater analytical data from the underground storage tank (UST) removal and subsequent Geoprobe® drilling investigation conducted by RRM are shown on Figure 2. A completed Alameda County Environmental Health Case Closure Summary has been completed for this site and it is included as Attachment A. A UST Unauthorized Release (leak)/Contamination Site Report, and a table of well survey results provided by the Alameda County Public Works Agency Water Resources Section are provided as Attachment B.

By the submittal of the above data and information, RRM believes the County now has sufficient documentation to grant final closure for this site. Should you have any questions regarding the contents of this document, please do not hesitate to call RRM at (831) 475-8141.

3912 PORTOLA DRIVE, SUITE 8 / SANTA CRUZ, CALIFORNIA 95062 / TEL: 831.475.8141 / FAX: 831.475.8249

Sincerely,

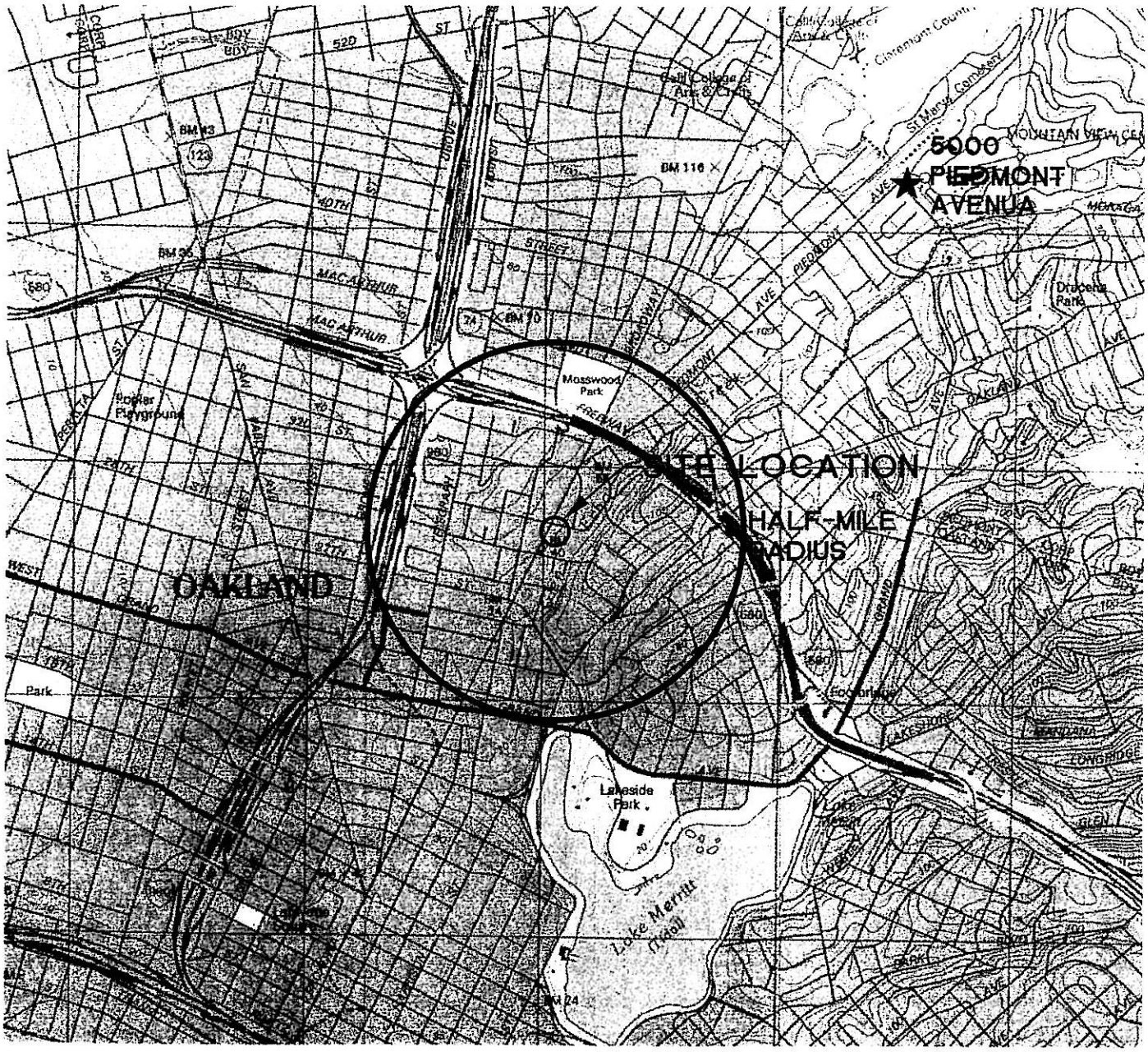
RRM, Inc.



Dave A. Reinsma
Senior Geologist
RG 6906

Attachments:
Figure 1 – Half-Mile Radius Well Survey Map
Figure 2 – Historical Soil and Groundwater Sample Location Map
Attachment A – Case Closure Summary
Attachment B – UST Unauthorized Release (Leak)/Contamination Report and Table of Well Survey Results

Cc: Ms. Corrine Hagstrom Vasquez, Hagstrom Properties, 260 Village Square, Orinda, CA 94563 (C/o Warren Hagstrom)



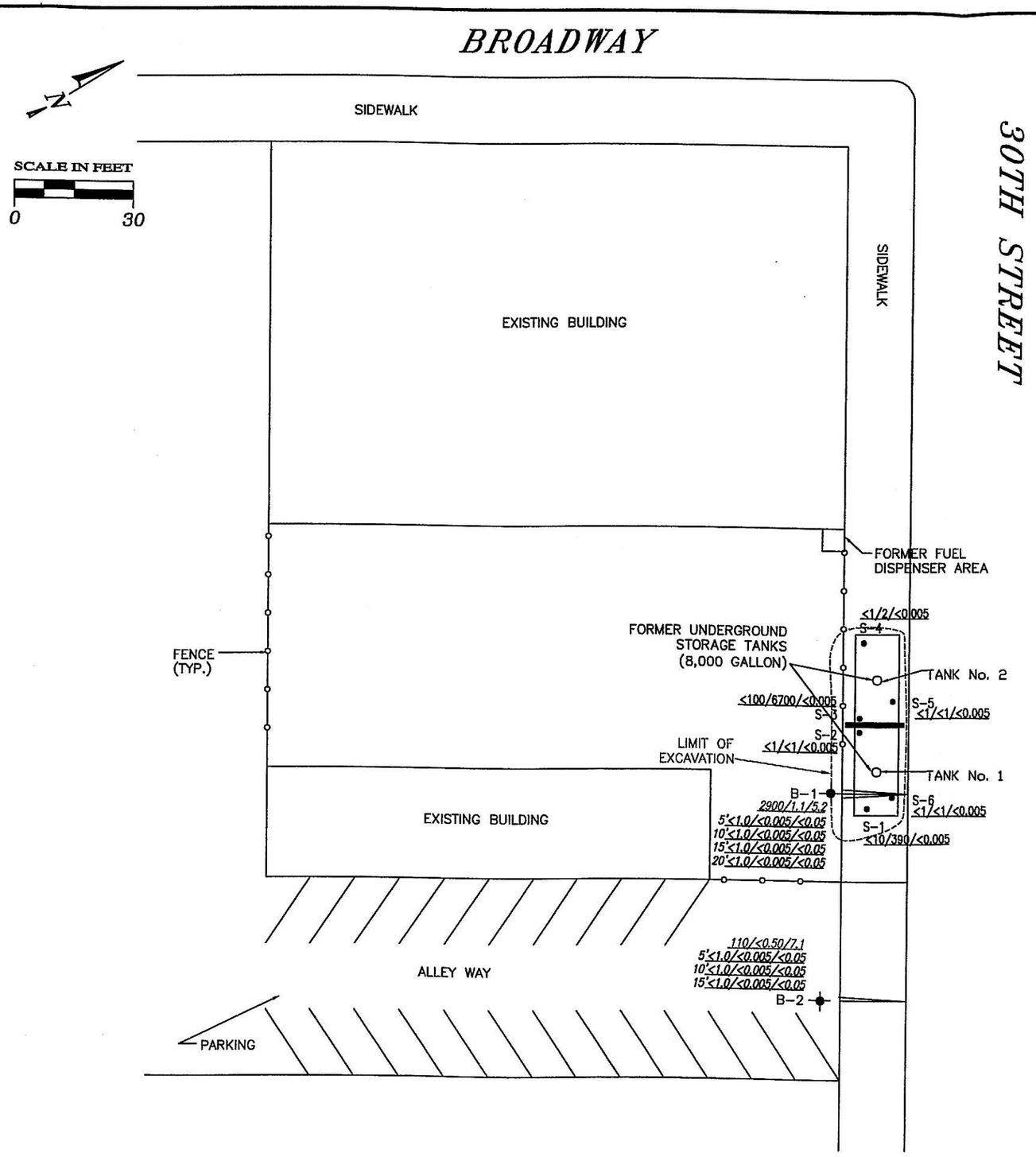
Ref. FA03/FA03-WELLSURV.DWG
Base Map from TOPO!!! NGH

PREPARED BY

HALF-MILE RADIUS WELL SURVEY MAP

265 30th Street
Oakland, California

FIGURE:
1
PROJECT:
FA03



INFERRED DIRECTION OF GROUNDWATER FLOW BASED ON TOPOGRAPHY AND LOCAL DRAINAGE PATTERNS

EXPLANATION

B–1 ✦ SOIL BORING LOCATION, RRM 9/17/99

S–1 • SOIL SAMPLE LOCATION, COMPLIANCE AND CLOSURE, INC. 12/7/95

≤10/390/≤0.005 TPHd/TPHg/BENZENE CONCENTRATIONS IN SOIL IN PARTS PER MILLION (ppm) (SAMPLES COLLECTED 12/7/95)

2,900/1.1/5.2 TPHg/BENZENE/MtBE CONCENTRATIONS IN GROUNDWATER IN PARTS PER BILLION (ppb) (SAMPLES COLLECTED 9/17/99)

5'≤1.0/≤0.005/≤0.05 TPHg/BENZENE/MtBE CONCENTRATIONS IN IN SOIL IN PPM AND SAMPLE DEPTH IN FEET (SAMPLES COLLECTED 9/17/99)

< NOT DETECTED AT OR ABOVE LABORATORY DETECTION LIMIT SHOWN

TPHd DIESEL RANGE TOTAL PETROLEUM HYDROCARBONS

TPHg GASOLINE RANGE TOTAL PETROLEUM HYDROCARBONS

MtBE METHYL TERTIARY BUTYL ETHER, BY EPA METHOD 8020

PREPARED BY

HISTORICAL SOIL AND GROUNDWATER SAMPLE LOCATION MAP

FORMER FIRESTONE TIRE FACILITY
265 30th Street
Oakland, California

FIGURE: **2**

PROJECT: FA03

Ref: FA03/FA03-SITE.DWG
SOURCE: CCL Inc. 1998

ATTACHMENT A

CASE CLOSURE SUMMARY

CASE CLOSURE SUMMARY
UNDERGROUND FUEL STORAGE TANK LOCAL OVERSIGHT PROGRAM

I. AGENCY INFORMATIO

Date:11/25/2002

Agency Name: Alameda County Environmental Health	Address: 1131 Harbor Bay Parkway
City/State/Zip: Alameda, CA 94502	Phone: (510) 567-6700
Responsible Staff Person: Amir Gholami	Title: Hazardous Materials Specialist

II. CASE INFORMATION

Site Facility Name: Former Firestone Facility		
Site Facility Address: 265 30th Street, Oakland, CA		
RB LUSTIS Case No.: ---	Local Case No.:	LOP Case No.: Stid 4732
URF Filing Date:	SWEEPS No.: ---	APN:

Responsible Parties	Addresses	Phone Number
Mr. Warren Hagstrom Hagstrom Properties, L.L.C.	260 Village Square Orinda, CA 94563	(925) 254.2814

Tank I.D. No	Size in Gallons	Contents	Closed In Place/Removed?	Date
Tank 1	8,000	Petroleum Hydrocarbons (Fuel)	Removed	12/7-8/95
Tank 2	8,000	Petroleum Hydrocarbons (Fuel)	Removed	12/7-8/95
Dispenser and Piping	--	--	Removed	12/7-8/95

III. RELEASE AND SITE CHARACTERIZATION INFORMATION

Cause and Type of Release: No holes found in either UST. Possibly leaking piping or overspill during tank filling		
Site characterization complete? Yes	Date Approved By Oversight Agency: 1/19/00	
Monitoring wells installed? No	Number: 0	Proper screened interval? --
Highest GW Depth Below Ground Surface: Approximately 6 to 7 feet from geoprobe drilling	Lowest Depth: Not Available	Flow Direction: South to Southeast based on topography
Most Sensitive Current Use:		

Summary of Production Wells in Vicinity: There are no documented production wells within a ½-mile radius of the site based on a well survey conducted via the Alameda County public works Agency Water Resources Section in May 2003.

Are drinking water wells affected? Not from this site	Aquifer Name: Unknown
Is surface water affected? No	Nearest SW Name: Glen Echo Creek, about 250 feet east
Off-Site Beneficial Use Impacts (Addresses/Locations): None	
Reports on file? Unknown	Where are reports filed? Alameda County Environmental Health

TREATMENT AND DISPOSAL OF AFFECTED MATERIAL

Material	Amount (Include Units)	Action (Treatment or Disposal w/Destination)	Date
Tanks	Two steel 8,000 gal. USTs	Erickson, Inc., Richmond, CA	12/7/95
Piping	Not reported	Not reported	12/7/95
Free Product	None observed		
Soil	297 cubic yards	BFI Vasco Road Landfill, Livermore, CA	
Groundwater	None		

MAXIMUM DOCUMENTED CONTAMINANT CONCENTRATIONSCBEFORE AND AFTER CLEANUP
(Please see Attachment for additional information on contaminant locations and concentrations)

	Soil (ppm)		Water (ppb)			Soil (ppm)		Water (ppb)	
Contaminant	1 Before	2 After	3 Before	4 After	Contaminant	1 Before	2 After	3 Before	4 After
TPH (Gas)	6,700	ND[1]	--	2,900	Benzene	ND	ND	--	1.1
TPH (Diesel)	ND	ND	--	--	Toluene	35	ND[1]	--	1.2
Oil & Grease	--	--	--	--	Ethyl Benzene	25	ND[1]	--	3.7
Heavy Metals	--	--	--	--	Total Xylenes	67	ND[1]	--	7.0
TPH	--	--	--	--	MTBE by 8020 (if not analyzed, explain below)	--[2]	ND	--[2]	7.1

Notes: (1) The highest TPHg concentration detected during UST excavation activities was 6,700 ppm, detected in Soil Sample S-3 collected beneath the east end of Tank 2. Following over-excavation of approximately 35 cubic yards of visibly impacted soil from the pit bottom, Soil Samples S-5 and S-6 were collected. These two soil samples were non-detect for all parameters analyzed. On September 17, 1999, RRM drilled two Geoprobe® soil borings at the request of Alameda County and TPHg, BTEX compounds and MTBE were not detected in seven out of seven soil samples collected from Borings B-1 and B-2 drilled near the former UST complex.

(2) In 1995, MTBE was not a typical analytical parameter included for EPA Method 8020 analysis for UST removal projects. Therefore, MTBE analysis was not performed on any of the soil samples analyzed during UST removal activities. MTBE was analyzed by EPA Method 8020 for all soil and groundwater samples submitted for analyses to the laboratory by RRM, Inc. in 1999.

-- = Not analyzed

Site History and Description of Corrective Actions:

1. On December 7 and 8, 1995 two 8,000-gallon USTs were removed from beneath the sidewalk on the south side of 30th Street. The USTs were of steel construction and upon removal and inspection both tanks had

some visible corrosion but neither tank appeared to have holes. The USTs were used for fuel distribution but the contents are unknown. Upon removal, four soil samples (S-1 through S-4) were collected from beneath the tanks at approximately 13 feet below ground surface (bgs). Approximately 320 cubic yards of soil associated with the UST pull was stockpiled on-site and an additional 35 cubic yards of visually impacted soil was over-excavated, for a total of 350 cubic yards. After soil over-excavation work was completed, two additional soil samples (S-5 and S-6) were collected from the UST pit bottom at approximately 16 feet bgs. It was reported that some visually impacted soil was left in place along the northern excavation sidewall adjacent to 30th Street to keep the street from caving into the pit and protect underground utilities. Following completion of tank removal and over-excavation activities, the UST excavation was backfilled with 5 to 6 feet of imported ¾-inch drain rock, then class 2 baserock to the ground surface.

2. Compliance & Closure, Inc. (CCI) prepared a *Workplan For Site Investigation* dated May 2, 1996 and an Addendum Letter dated June 5, 1996 to perform a soil and groundwater investigation at the site. The workplan and addenda were prepared in response to a letter from Alameda County Health Care Services (ACHCS) dated April 4, 1996. The workplan and addenda were approved by ACHSC in a letter dated June 12, 1996.
3. On September 17, 1999, RRM, Inc. implemented the above approved workplan and drilled two Geoprobe® soil borings, designated B-1 and B-2, near the former UST complex. RRM documented the results in a *Soil and Groundwater Investigation Report* dated October 6, 1999. Based on the results of the investigation, RRM recommended site case closure. In a letter from ACHCS dated January 19, 2000, the report was approved and the site was being evaluated for closure. During the closure review process, ACHCS staff discovered that leak report forms were incorrectly filed and additional forms needed to be completed. These completed forms are attached to this site closure request summary.

IV. CLOSURE

Does completed corrective action protect existing beneficial uses per the Regional Board Basin Plan? Yes		
Does completed corrective action protect potential beneficial uses per the Regional Board Basin Plan? Yes		
Does corrective action protect public health for current land use? Yes. Alameda County Environmental Health staff does not make specific determinations concerning public health risk. However, it does not appear that the release would present a risk to human health.		
Site Management Requirements:		
Should corrective action be reviewed if land use changes? Yes		
Monitoring Wells Decommissioned: None	Number Decommissioned: 0	Number Retained: 0
List Enforcement Actions Taken: none		
List Enforcement Actions Rescinded: none		

V. ADDITIONAL COMMENTS, DATA, ETC.

Considerations and/or Variances:

Conclusion:

VI. LOCAL AGENCY REPRESENTATIVE DATA

Prepared by: Amir K. Gholami	Title: Hazardous Materials Specialist
Signature:	Date:
Reviewed by:	Title:
Signature:	Date:
Approved by: .	Title:
Signature:	Date:

This closure approval is based upon the available information and with the provision that the information provided to this agency was accurate and representative of site conditions.

VII. REGIONAL BOARD NOTIFICATION

Regional Board Staff Name:	Title:
RB Response: Concur, based solely upon information contained in this case closure summary.	Date Submitted to RB:
Signature:	Date:

Attachments: Figure A1 – ½ Mile Well Survey Map
Figure A2 – Historical Soil and Groundwater Sample Location Map

ATTACHMENT C

FIELD PROCEDURES AND LABORATORY METHODS

ATTACHMENT C
FIELD PROCEDURES AND LABORATORY METHODS

Direct-Push Boring Procedures

The soil borings will be drilled using 2-inch diameter Geoprobe® drilling equipment. A Trinity Source Group, Inc. geologist will log the soil borings using the Unified Soil Classification System and standard geologic techniques. Under the direction of a State of California Registered Geologist, descriptive information denoted on the boring logs will include soil and groundwater information. Soil samples for lithologic description and chemical analysis will be collected continuously by advancing a 2-inch diameter core sampler with either a 48-inch or 24-inch long acetate liners into undisturbed soil during drilling. The selected sample intervals retained for chemical analysis will be capped with Teflon tape and plastic end caps, and then placed in sealable plastic bags. These samples will then be placed on ice for transport to a state-certified laboratory, accompanied by a chain-of-custody documentation.

Upon completion of all soil sampling activities, the borings will be backfilled with cement grout. Drilling and sampling equipment will be steam-cleaned or cleaned with tri-sodium phosphate solution prior to and between uses.

Organic Vapor Procedures

Soil samples collected during drilling activities will be analyzed in the field for concentrations of volatile organic compounds using a Gas-Tech model GT200 portable gas monitor or equivalent instrument. The test procedure involves placement of the soil sample in a clean plastic bag. The bag is then warmed for approximately 20 minutes, pierced, and the head-space within the bag tested for total organic vapor measured in parts per million volume as isobutylene. The instrument will be calibrated prior to field use. The results of the field testing will be noted on the boring logs.

Grab-Groundwater Sampling

Grab-groundwater sampling procedures will consist of initially measuring and documenting the water level in each bore hole and checking each bore hole for the presence of separate-phase hydrocarbon (SPH) using an oil/water interface probe or a clear disposable bailer. If the bore hole does not contain SPH, a temporary well casing with factory-slotted well screen will be placed in the bore hole and then it will be purged a minimum of three casing volumes or until dry. During purging, well stabilization parameters (temperature, pH, and electrical conductivity) will be monitored. After 80% recovery of the water level, grab-groundwater samples will be collected with new disposable bailer and placed into the appropriate EPA-approved containers. Sampling equipment will be cleaned with tri-sodium phosphate solution between uses. The

samples will be labeled, logged onto chain-of-custody documents, and transported on ice to the laboratory using appropriate chain-of-custody documentation.

Laboratory Procedures

For work at the 2964 Broadway location, soil samples and one grab-groundwater sample will be submitted to a California state-certified laboratory and analyzed for the presence of gasoline range total petroleum hydrocarbons (TPHg), diesel range total petroleum hydrocarbons (TPHd), motor oil range total petroleum hydrocarbons (TPHm); benzene, toluene, ethylbenzene, and xylenes (BTEX); chlorinated hydrocarbons, ethylene dibromide, and 1,2-dichloroethane by Environmental Protection Agency (EPA) Method 8260, and cadmium, chromium, lead, nickel and zinc by ICAPP or AA.

For work at the 265 30th Street location, soil samples will be submitted to a California state-certified laboratory and analyzed for the presence of TPHg, TPHd, and BTEX using EPA Method 8260.