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HAZMAT
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November 3, 1994

Juliet Shin
Hazardous Materials Specialist
Dept of Environmental Health
80 Swan Way, Room 200
Oakland, Ca 94621

Re: 21031 Western Blvd, Hayward
Work Plan

Dear Ms. Shin:

We have contracted with Streamborn to do our workplan. They are proceeding to schedule a this time. I have enclosed a copy of the Proposal from them with regard to the plan. I have indicated to them that the deadline for this workplan is November 16th and they are trying to meet that deadline.

If you have any questions, please call me at 482-1874.

Sincerely,



Kathy Florence

cc: Donna Turcotte
State Water Res. Control Board, Sacramento

Keith - Streamborn, Berkeley

Enclosure: 1

Kathy Florence
6316 Castle Drive
Oakland, CA 94611

29 November 1993

Project No. M278

Proposal
Workplan for Soil and Groundwater Investigation and Remediation
21031 Western Boulevard
Hayward, CA

Dear Ms. Florence:

Streamborn is pleased to present this proposal outlining our scope, schedule, and budget to prepare a workplan for soil and groundwater investigation and remediation at 21031 Western Boulevard in Hayward California. This proposal is in response to your 3 November 1993 written request. To prepare this proposal, we reviewed the documents you provided as well as your 16 January 1992 claim application with the California Underground Storage Tank Cleanup Fund.

BACKGROUND

The subject property was purchased by the current owners in April 1989. A 1,000-gallon underground gasoline tank existed at the property prior to the time of purchase, but was reportedly never used by the present owners. On 21 August 1989, West Coast Tank Testing removed the tank and overexcavated (and stockpiled onsite) approximately 20 cubic yards of gasoline-contaminated soil. Representatives from the Eden Consolidated Fire Protection District and Alameda County were present during the tank removal.

West Coast Tank Testing has since gone out of business and reportedly did not document the work they performed. Laboratory reports that we reviewed show that soil samples, collected beneath the north and south ends of the tank, were analyzed for total petroleum hydrocarbons as gasoline (TPH-G), and benzene, toluene, ethylbenzene, and xylenes (BTEX). Analytical results revealed elevated concentrations of TPH-G and BTEX in soil sampled beneath the north end of the tank. Relatively low concentrations of TPH-G and BTEX were detected beneath the south end of the tank.

Available laboratory reports also include analytical results for 5 grab samples and 2 composite samples collected in September and October 1989. However, locations and depths are not documented.

On 22 September 1991, an additional 80 cubic yards of soil was reportedly overexcavated and stockpiled with previously excavated soil (the final disposition of stockpiled soil was not reported). You indicated that confirmation soil samples collected after this second round of overexcavation contained elevated TPH-G and BTEX concentrations. Documentation of overexcavation and confirmation sampling and analysis were not available for our review.

We understand that in order to (1) comply with California Underground Tank Corrective Action Regulations (23 CCR 22725 - 22727) and (2) maintain your current eligibility status for the Underground Tank Cleanup Fund, a workplan for investigation and remediation of soil and groundwater needs to be submitted to the Alameda County Department of Environmental Health.

SCOPE OF SERVICES

Our proposed scope of work for the project is presented in Attachment 1 and includes:

- A site visit.
- Preparation of a workplan which will include:
 - *Introduction* - Summary of the site ownership, operating history, and underground tank use.
 - *Site Description* - Description of the site vicinity and hydrogeologic setting; summary of available information regarding tank removal activities and soil contamination.
 - *Plan for Determining Extent of Soil and Groundwater Contamination* - Description of (and rationale for) planned investigation activities, which will likely include installation of soil borings and monitoring wells.
 - *Cleanup Levels* - Proposed action levels (and selection rationale) for the property.
 - *Investigation/Remediation Approach* - Decision process to be used for implementing further investigation and/or remediation.
 - *Remediation Alternatives* - evaluation of potential cost-effective remediation technologies and criteria for implementation.
 - *Site Safety Plan*.

Items that are not included in our planned scope of services, but may ultimately be required for workplan approval, are presented in Attachment 2. We will not undertake activities listed in Attachment 2 without your authorization. Completion of the activities in Attachment 2 may require revision of our budget and schedule.

SCHEDULE

We anticipate that a draft workplan will be available for your review two weeks following your authorization to proceed. Upon receipt of your comments, a final workplan will be completed within 2 working days.

BUDGET

Our lump-sum cost to prepare the workplan is presented in Table 1.

Out-of-scope services, if any, will be provided on a time and materials basis in accordance with the attached labor rates.

AGREEMENT

Our work will be performed in accordance with the attached terms and conditions. Your attention is directed to Section 6 of the terms and conditions which limits our liability, even in cases of negligence. Your attention is also directed to the payment provision which requires 15-day turnaround on our invoices. Different liability limits and payment provisions are available, albeit at increased fee.

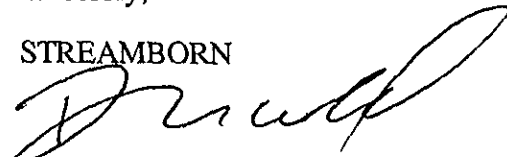
This proposal and its attachments will constitute the entire agreement between STREAMBORN and Kathy Florence for services regarding 21031 Western Boulevard, Hayward CA. If this proposal is acceptable, please sign where indicated below and return one executed copy to us.

We appreciate the opportunity to submit this proposal. We look forward to working with you and are committed to providing quality, cost-effective services.

If you have any questions, please call.

Sincerely,

STREAMBORN

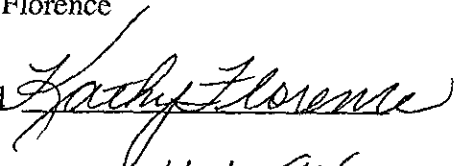


Douglas W. Lovell
Geoenvironmental Engineer

Attachments

Kathy Florence

Signed



Date

11-1-94

Table 1
Estimated Cost to Prepare Workplan for Soil and Groundwater Investigation

Task Number	Task Title	Activities	Labor Hours	Labor (\$)	Total (\$)	Comments
1	Site Visit	<ul style="list-style-type: none"> • Evaluate property access, staging areas, and potential obstacles that might restrict field work. 	1	100		
2	Prepare Workplan	<ul style="list-style-type: none"> • Workplan to include: <ul style="list-style-type: none"> - <i>Introduction</i> - Summary of the site ownership, operating history, and underground tank use - <i>Site Description</i> - Description of the site vicinity and hydrogeologic setting; summary of available information regarding tank removal activities and soil contamination - <i>Plan for Determining Extent of Soil and Groundwater Contamination</i> - Description of (and rationale for) planned investigation activities, which will likely include installation of soil borings and monitoring wells - <i>Cleanup Levels</i> - Proposed action levels (and selection rationale) for the property - <i>Investigation/Remediation Approach</i> - Decision process to be used for implementing further investigation and/or remediation - <i>Remediation Alternatives</i> - evaluation of potential cost-effective remediation technologies and criteria for implementation - <i>Site Safety Plan</i> 	24	2,400		<ul style="list-style-type: none"> • Includes preparation of a draft report for client review and a final workplan
Lump Sum Total			25	2,500	\$2,500	

Attachment 1
Scope of Work

Task 1 - Conduct Site Visit

- Visit site to evaluate property access, staging areas, and potential obstacles that might restrict field work.

Task 2 - Prepare Workplan

- Develop draft and final workplans. Final workplan suitable for transmittal to the Alameda County Department of Environmental Health
- Workplan will address the following items:
 - Summary of site history and existing data
 - Summary of anticipated subsurface conditions
 - Underground utility location
 - Rationale for selection of soil boring and monitoring well locations
 - Details of soil boring drilling and soil sampling methods
 - Monitoring well drilling and soil sampling methods
 - Well completion details (schematic and specifications)
 - Well development
 - Well purging and sampling
 - Collection and presentation of groundwater gradient data
 - Analytical protocols for soil and water samples
 - Quality assurance/quality control
 - Investigation-derived waste
 - Evaluation of remediation alternatives and criteria for implementation
 - Decision rules for remediation and target cleanup levels
 - Confirmation soil sampling
 - Post-remediation monitoring
 - Reporting
 - Permitting
 - Site safety plan

Attachment 2
Out-of-Scope Services

Regulatory Agencies

- Liaison activities.
- Preparation of agency-mandated plans beyond the budgeted workplan.
- Negotiations regarding scope of required work.
- Revision of workplan to incorporate regulatory agency comments.

Records Review

- Interviews or file searches (RWQCB, Alameda County Health Care Services Agency, local Fire Department, etc.) to discern potential nearby release sites.
- Searches of lists, databases, or files to discern available groundwater gradient information.
- Research for additional information regarding the tank removal, soil overexcavation, or sample collection and analysis.

STREAMBORN RATE SCHEDULE (NON-HAZARDOUS WORK)*1 January 1993*

Labor Classification	Hourly Rate
Senior Engineer/Scientist	\$ 110
Managing Engineer/Scientist	\$ 95
Engineer/Scientist	\$ 80
Staff Engineer/Scientist	\$ 65

Reimbursable Expenses (No Mark-up)

Miscellaneous Expenses (telephone, fax, copying, etc.)	10% of Labor Charge
Vehicle Mileage	\$ 0.45/mile
Water Level Sounder	\$10.00/Day
Hand Auger Kit	\$65.00/Day
Sampling Supplies (soil or water sampling)	\$50.00/Day

Direct Costs (Cost plus 10%)

Meals, Lodging, Travel by Common Carrier
 Vehicle Rental
 Subcontractors (drilling, laboratory, etc.)
 Project Required Equipment and Supplies (coolers and ice, visqueen, etc.)
 Special Printing (reports greater than 20 pages, sizes greater than letter, offset, blueline, mylar, color)
 Courier and Express Mail

GENERAL TERMS AND CONDITIONS

24 April 1993

1. **Services:** Streamborn shall provide those services mutually agreed upon between Streamborn and Client. Amendments to the scope of services may be requested by Client or verbally negotiated between Streamborn and Client, but shall be binding upon both parties only upon written acknowledgment. Streamborn's services shall be limited to (1) areas of technical and professional expertise and training, and (2) limits prescribed by law and applicable professional and business licenses and registrations. Streamborn may subcontract certain services to satisfy the aforementioned requirement or to balance workload. Client shall have right to review and approve subcontracted work. Streamborn's services shall be provided in a professional and workmanlike manner.
2. **Schedule:** Streamborn shall provide services within the time limits mutually agreed upon between Streamborn and Client. Amendments to the schedule may be verbally negotiated between Streamborn and Client, but shall be binding upon both parties only upon written acknowledgment. The schedule for portions of Streamborn's work that depends on information from Client or other Client activities shall be extended according to delays attributable to Client. Client agrees not to hold Streamborn responsible for delays due to a material change in the scope of work or delays that are not within Streamborn's control, including: permits, regulatory actions, unusual weather conditions, procurement of unusual materials or equipment, and normally accepted force majeure events. Unless agreed to in writing by Streamborn, it shall not be assumed by Client that time is of essence in completing work. Delays which are immaterial or beyond Streamborn's control shall not constitute breach of contract.
3. **Compensation:** Streamborn shall submit invoices on a periodic basis, typically monthly. The uncontested amounts of Streamborn's invoices shall be payable upon receipt of invoice. Client shall notify Streamborn of contested amounts promptly upon discovery. Unpaid invoices shall be deemed past due 15 days after receipt. Client shall pay interest at a rate of 1-1/2-percent per month on past due amounts. Streamborn shall have the right to stop work if uncontested amounts remain unpaid 60 days or more (after receipt of invoice). For work performed on a time-and-materials basis, Streamborn shall have the opportunity to revise rates twice yearly, typically in July and January. For work performed on a time-and-materials basis with not-to-exceed ceiling, Streamborn shall not be obligated to work beyond nor Client obligated to pay beyond the not-to-exceed ceiling. Cost estimates or budgets provided by Streamborn shall not be taken by Client as not-to-exceed or lump sum amounts unless specifically stated as such by Streamborn. Client shall recognize uncertainties inherent in cost estimating, or shall inquire to such effect, and shall provide reasonable budget contingencies.
4. **Limited Warranty:** Streamborn shall endeavor to provide services in accordance with generally accepted standards of Streamborn's peers, providing similar services, during contemporary time periods, and at similar locations of work. This warranty shall be subject to time and budget constraints imposed upon Streamborn by Client and shall represent the only warranty, expressed or implied, for Streamborn's work. In particular, any self-laudatory claims by Streamborn during marketing or project development efforts shall not be interpreted by Client to extend the aforementioned warranty. Streamborn does not warrant that Client or regulatory agencies will be satisfied with Streamborn's work. Where performing remediation work, Streamborn does not warrant that a site will be completely cleaned up.
5. **Indemnification:** Streamborn and Client shall indemnify, save and hold harmless, and defend each other for their negligent acts, breach of contract, or willful misconduct. Protection shall be afforded for any and all liabilities, including: loss, damage, expense, claims, causes of action, cleanup costs, legal fees, and all other direct and indirect costs, except that Streamborn's liability shall be limited as described under Limitation of Liability.
6. **Limitation of Liability:** In recognition of the limited financial rewards available to Streamborn for providing services to the Client, Client shall limit Streamborn's liability (to Client) to the total compensation paid by Client to Streamborn, or \$25,000, whichever is greater. Limitation of liability shall cover all costs by Streamborn, including Streamborn's legal costs and Streamborn's labor costs involved in defense of suit. Limitation of liability shall apply to all acts of Streamborn and results therefrom, including negligence and breach of contract, but excluding willful misconduct. Client is hereby informed that different liability limits may be negotiated.
7. **Survival:** Obligations arising prior to termination of services, particularly those allocating responsibility or liability between Streamborn and Client, shall survive completion or termination.
8. **Health and Safety:** Streamborn shall be solely responsible for the health and safety of its employees. Streamborn acknowledges that activities may involve hazardous materials and Streamborn shall provide its employees with medical examinations, training, and equipment for protection against such hazards. Streamborn shall conform to applicable regulations governing hazardous waste work in effect at the time the work is performed. Streamborn shall not be held responsible for the health and safety of Streamborn's subcontractors, Client's employees, or the employees of contractors retained by Client. This provision shall particularly apply to construction contractors

GENERAL TERMS AND CONDITIONS (CONTINUED)

retained by Client. If Streamborn provides services during construction, it is expressly understood by the Client that Streamborn is not in control of the construction site, and methods of construction and, accordingly, is not responsible for the health and safety of the contractor's employees. Client agrees to notify the contractor of such limitation, either through the construction contract or other such written means.

9. Severability: If any provision is deemed invalid or unenforceable, the other provisions shall remain unaffected.
10. Client's Responsibilities: Unless otherwise provided in Streamborn's scope of work, with appurtenant schedule and budget granted to Streamborn; Client shall be responsible for the following activities: identifying and providing full access to existing information (reports, data, studies, records, drawings, specifications, documents, etc.), revealing known or suspected chemical use and releases (including hazardous materials or substances storage or releases), providing information on the origin/nature/extent of contamination, locating and protecting underground utilities and structures, site access arrangements, identification of property boundaries and easements; notifications or disclosures to regulatory agencies as may be required by applicable regulations, and permits. Client shall indemnify, protect, and hold harmless Streamborn from and against all liabilities, including legal costs and third party liabilities, resulting from the nondisclosure of hazardous conditions known by the Client. Streamborn may rely upon Client-provided services and information unless specifically identified by Client as having limited reliability. Client shall recognize that hazardous investigation-derived waste (such as soil cuttings) may be generated during site investigations, with a resulting obligation on the Client for proper management of the wastes. Client shall act as generator and transporter in all matters of hazardous material storage, treatment, transportation, and disposal. Client shall select firms and locations for hazardous materials transport and disposal. For investigation-derived wastes and other wastes produced or discovered by Streamborn, Client shall be responsible for management and disposal, including: sampling, testing, profiling, transportation, disposal, and taxes.
11. Acknowledgment of Risks: Client shall recognize that site investigations, including excavation, drilling, well installation, and other subsurface activities, involve inherent risks. These risks may include: (1) encountering underground utilities, obstructions, and structures, and (2) drilling through (penetrating) an aquitard that separates clean groundwater from contaminated groundwater (with the resulting potential for cross-contamination). While researching records of underground construction and use of underground utility searches may reduce the risk of unexpected underground encounters, Client shall recognize the risks cannot be completely eliminated. While grouting and use of isolation casing may provide a seal against cross-contamination, Client shall recognize that such a seal may not be perfect. Client shall also recognize that the standard of practice, particularly with respect to hazardous materials services, is changing and evolving and Client shall not hold Streamborn responsible for damages because of improvements in the state of practice. With respect to all these risks, Client shall bear financial and administrative responsibility.
12. Confidentiality: Streamborn shall hold confidential the information obtained pursuant to the work except when: (1) Client authorizes release of information, (2) performance of Streamborn's scope of work requires release of information, (3) compliance with professional standards of conduct for protection of the public requires release of information, (4) Streamborn requires the release of information in the defense of claims or liabilities, (5) the information was acquired on a non-confidential basis from others or the information is otherwise within the public domain, or (6) release of the information is otherwise mandated or allowed by law.
13. Legal Action: Streamborn is a California corporation. Legal jurisdiction shall be the location of the site or, in case of no distinct real property, the location of Streamborn's corporate headquarters. The prevailing party in a dispute over the work shall be entitled to recover costs, including reasonable legal costs, from the losing party.
14. Work Products: Reports, drawings, specifications, and other instruments of service developed by Streamborn for the project shall remain property of Streamborn. Client shall not release or distribute the work products nor use the work products outside the confines of the project without first obtaining permission from Streamborn. Streamborn shall not be responsible for any use of the work products outside the confines of the project, whether authorized or not. Client shall indemnify Streamborn for Client's release, distribution, or use of the work products outside the confines of the project.
15. Sample Disposition: Unless specifically requested by Client, excess and leftover samples shall be retained by Streamborn or the laboratory for a period of 30 days after date of sample collection, after which samples shall be disposed of by returning to the location of origin, placement in appropriate and labeled containers and returning to the location of origin, or disposal by laboratory in accordance with applicable regulations (method of disposal shall be at Streamborn's option).