



June 7, 2001
BEI Proposal No. 3212

JUN 18 2001

VIA FACSIMILE AND REGULAR MAIL

Mr. Robert Mintz
Robert Mintz Design Studio
3215 Clement Street, No. 203
San Francisco, CA 94121

**Subject: Proposal for Phase II Subsurface Investigation
819-823 East 12th Street
Oakland, California**

Dear Mr. Mintz:

Blymyer Engineers, Inc. (Blymyer) is pleased to present this proposal to perform a Phase II subsurface investigation at the subject site in response to your revised Request for Proposal (RFP) dated June 6, 2001. The specifics of our proposal are as follows:

Project Understanding

Blymyer reviewed the Phase I Environmental Site Assessment (ESA) and Phase II Environmental Site Investigation reports prepared by Basics Environmental (Basics) in 1996. In the Phase I ESA, Basics documented the presence of heavy oil contamination (surface staining and distressed vegetation) in an unpaved area behind the building at the subject site. Basics also determined that a cleanup order had been issued for this contamination by the Alameda County Department of Environmental Health (ACDEH) in 1991, and that the subject site was shown as an active site on the Regional Water Quality Control Board's Fuel Leak List.

Basics performed a subsurface investigation in the unpaved area which consisted of the installation of four soil bores to a depth of 16 to 19 feet below ground surface (bgs). Soil samples were collected at 0.5 feet, 5 feet, 10 feet and 15 feet bgs in each soil bore. Grab groundwater samples were collected from three of the soil bores. All samples were analyzed for Total Recoverable Petroleum Hydrocarbons (TRPH; EPA Method 418.1) and the five LUFT Metals (cadmium, chromium, lead, nickel and zinc). Concentrations of TRPH up to 19,000 milligrams per kilogram (mg/kg) and lead up to 870 mg/kg were detected in the soil samples collected at 0.5 feet bgs. TRPH concentrations were non-detectable in the soil samples at 5 feet bgs, indicating that the heavy oil contamination observed during the Phase I ESA was limited to near-surface soil. TRPH was found in two of the

*Emphasis is not around sump area.
Should include being thorough former
sump.
Planned analysis for VOCs + SVOCs
Tier 2 RBCA proposed to establish
cleanup levels*



soil bores at a depth of 10 feet bgs and in one of the grab groundwater samples. Basics attributed the deeper soil and groundwater contamination to another source, possibly a former sump located in the unpaved area.

The ACDEH issued a "Second Notice of Violation," dated March 21, 2001, requesting a technical workplan to delineate soil and groundwater contamination at the site. The letter requested submittal of the workplan by April 23, 2001. Blymyer has contacted Ms. Eva Chu at the ACDEH and generally reviewed the site history and our proposed approach for additional investigation. Ms. Chu has indicated that the general approach for additional investigation described in the following section should be acceptable to the ACDEH, pending review and approval of a technical workplan.

Scope of Work

The proposed scope of work for the subsurface investigation is as follows:

1. Prepare a technical workplan for submittal to the ACDEH. The workplan will be based on the scope of work outlined below.
2. Obtain a drilling permit from Alameda County Department of Public Works and contact Underground Service Alert (USA) for utility clearance.
3. Prepare a site-specific health and safety plan for the project.
4. Drill four soil bores to a depth of 15 feet bgs using a Geoprobe direct-push rig. Two soil bores would be placed near the northwest and southwest corners of the property and two soil bores would be placed in the middle of the unpaved area. The soil bores would be located to provide additional delineation on the extent of contamination on-site and to attempt to obtain worst-case contaminant concentrations to support a Tier 2 risk assessment, as discussed below.
5. Collect soil samples at depths of 0.5 feet, 5 feet, 10 feet, and 15 feet bgs. Field screen the soil samples for organic vapors using a photoionization detector. Install a temporary well screen and collect a grab groundwater sample from each soil bore.
6. Backfill the soil bores with concrete grout upon completion. Place soil cuttings and decontamination liquids in DOT-approved drums or pails for later disposal by the client.
7. Analyze all of the soil and grab groundwater samples on a standard 1-week turnaround for TRPH using EPA Method 418.1 and the five LUFT metals using EPA Method 6010. The grab groundwater samples will be filtered by the laboratory prior to analysis. The two soil

*only if collected in unpreserved bottles,
otherwise, should field filter.*



samples and two grab groundwater samples with the highest TRPH concentrations would be additionally analyzed on a standard 1-week turnaround for Volatile Organic Compounds (VOCs) using EPA Method 8240 and Semi-VOCs using EPA Method 8270. Selected soil samples would also be analyzed on a standard 1-week turnaround for other parameters (pH, Total Organic Carbon, moisture/density, permeability, and porosity) to support the Tier 2 risk assessment.

8. Perform a Tier 2 risk assessment using the data collected in the subsurface investigation to establish site-specific cleanup levels for the site. The Tier 2 risk assessment would utilize an approved software model (e.g., RBCA Tool Kit) to evaluate the data and establish the cleanup levels. The risk assessment would be based on a residential scenario, based on the proposed redevelopment of the property for commercial and residential use.
9. Prepare a final report documenting the results of the subsurface investigation and risk assessment. The report would include recommendations for additional investigation or remediation, if necessary.

Qualifications

1. The utility clearance provided by USA only covers utilities located in public rights-of-way. Blymyer will take reasonable precautions to avoid damage to utilities and other subsurface structures, but cannot be held responsible for damage to utilities or other structures which are not accurately located on engineering drawings provided by the client. A private utility locating service can be retained at an additional cost, if requested by the client.
2. The disposal of soil cuttings and decontamination liquids generated during this investigation is not included in this proposal. Blymyer Engineers can assist the client with this work on a time and materials basis, if desired.
3. All work will be performed in Level D personal protective equipment.
4. Soil bores will be installed in an unpaved area. No concrete coring is included.
5. This proposal assumes that the ACDEH will approve the technical workplan based on the scope of work presented. Any additional work required by the ACDEH would be performed on a time and materials basis at our standard rates.



Remuneration

The scope of work described above will be completed on a time and materials basis at our standard rates (*Environmental Rate Schedule* enclosed). The total project cost is estimated to be \$15,650.

This total estimated cost is broken down as follows:

Blymyer Labor:

Workplan	\$ 750
Field Work	\$ 950
Project Administration	\$ 500
Tier 2 Risk Assessment	\$ 4,750
Final Report	<u>\$ 1,600</u>

Subtotal - Blymyer Labor \$ 8,550

Blymyer Expenses:

Itemized Expenses	\$ 220
Non-Itemized Expenses	<u>\$ 450</u>

Subtotal - Blymyer Expenses \$ 670

Outside Services (including 15% markup):

Drilling Contractor	\$ 1,530
Analytical Laboratory	<u>\$ 4,900</u>

Subtotal - Outside Services \$ 6,430

Estimated Total Cost **\$15,650**

Terms and Conditions

Work will be billed at the end of each month in which work is performed. All invoices are due and payable within 10 days of receipt. Our *Standard Provisions of Agreement* for this work are enclosed.




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We appreciate the opportunity to present this proposal and look forward to being of service to you.
If you have any questions, please contact me at (510) 521-3773, ext. 156.

Cordially,

Blymyer Engineers, Inc.

By: 
Michael S. Lewis, R.E.A.
Vice President, Technical Services

Enclosures

mfp3212.wpd



Effective January 2001

Environmental Rate Schedule

Principal	\$120.00
Senior Consultant	105.00
Registered Geologist/Certified Engineering Geologist	105.00
Geologist III	95.00
Geologist II	90.00
Geologist I	80.00
Engineer III	105.00
Engineer II	90.00
Engineer I	80.00
CAD Operator/Draftsperson	70.00
Environmental Specialist III	95.00
Environmental Specialist II	90.00
Environmental Specialist I	80.00
Environmental Assistant	60.00
Project Administrator	85.00
Construction Inspector	75.00
Field Technician	55.00
Administrative Assistant	45.00

Itemized expenses: Outside expenses will be charged at the actual cost plus 15% to cover our handling costs. Internal expenses such as mileage, copies, equipment use, etc., will be charged at our standard rates.

Non-Itemized Expenses: In order to minimize the costs to our clients, expenses such as postage, telephone, fax, office supplies, communication software and hardware, etc., will not be itemized. Instead, a flat rate of 5.25% of labor will be added to each invoice as a communication charge.



Effective January 2001

Environmental Equipment and Materials Rate Schedule

<u>Item</u>	<u>Rate</u>	<u>Unit</u>
Bailer (disposable poly)	\$12.00	Bailer
Bailer (Teflon or stainless steel)	10.00	Day
Brass Liners (including end caps, Teflon sheets, adhesiveless tape)	7.00	Liner
Cassette (PCM)	5.00	Cassette
Cassette (TEM)	5.00	Cassette
Deionized Water	2.00	Gallon
Dissolved Oxygen Meter	70.00	Day
Dissoived Oxygen Field Test (Hach® Kit)	5.00	Test
Draeger Pump	35.00	Day
Draeger Tube-Carbon Dioxide	15.00	Tube
Draeger Tube-Carbon Monoxide	15.00	Tube
Draeger Tube-Oxygen	25.00	Tube
Drum-55 Gallon (D.O.T.-approved)	50.00	Drum
Drum Pump/Drum Dolly	10.00	Day
Groundwater Filter (FF8200)	25.00	Filter
HazCat Field Screen	15.00	Sample
Hand Auger/Hand Sampler	30.00	Day
Hand Pump-PVC (1.7-inch diameter)	30.00	Day
HEPA Air Cartridge	15.00	Cartridge
Hi-Flow Pump (includes calibration)	50.00	Day
Immunoassay Test-PCBs	60.00	Sample
Immunoassay Test-Petroleum Hydrocarbons	50.00	Sample
Interface Probe	50.00	Day
LEL/H ₂ S Meter	50.00	Day
Level C Protection Package (per person)	75.00	Day
Nitrile Gloves	5.00	Pair
Organic Vapor Cartridge	15.00	Cartridge
Personal Air Sampling Pump (includes calibration)	50.00	Day
Photoionization Detector (includes calibration)	75.00	Day
Pipe and Cable Locator	50.00	Day
Radon Sample Kit	30.00	Kit
Respirator-Full Face	15.00	Day
Respirator-Half Face	5.00	Day
Survey Equipment	50.00	Day
Temperature, pH, Conductivity Meter	20.00	Day
Truck/Van	8.00	Hour
Tyvek Suit	10.00	Suit
Well I.D. Tags	4.00	Tag
Well Lock	10.00	Lock
Well Cap 2" (Locking)	20.00	Cap
Well Cap 4" (Locking)	25.00	Cap
Water Meter (Flat tape)	25.00	Day
Mileage	.50	Mile
Photocopies (8½ x 11)	.05	Copy



Client and Consultant agree that the following provisions shall be part of their Agreement:

1. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire Agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
4. Consultant's waiver of any term, condition or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
6. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Any additional costs associated with labor and materials due to acts beyond Consultant's reasonable control, as noted in this paragraph, will be reimbursed to Consultant at Consultant's usual rates.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies, including, but not limited to, permit processing, agency correspondence, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.
8. Consultant shall only act as an advisor in all governmental relations.
9. If Client institutes a lawsuit against Consultant for any alleged negligence, error, omission or other failure to perform, and if Client fails to obtain a judgment in Client's favor, or if the lawsuit is dismissed, or if judgment is rendered for Consultant, Client agrees to pay Consultant all costs of defense, including attorneys' fees, expert witness fees, court costs, Consultant's labor and expenses, and any and all other expenses of defense. Such payment shall be made immediately following dismissal of the case or upon entry of judgment.
10. Client shall defend and hold Consultant harmless from all third-party legal actions brought against Consultant. Furthermore, Client agrees to compensate Consultant for all labor, expenses, and defense costs related to legal actions brought against Client or Consultant by any party other than Client or Consultant.
11. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
12. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.
13. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant and may be used by Consultant without the consent of the Client. Client's name will not be used in any way without prior approval.
14. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof.
15. This Agreement shall not be construed to alter, affect, or waive any lien or stop notice rights which Consultant may have for the performance of services pursuant to this Agreement.
16. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.
17. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Consultant shall not be responsible for fluctuations in cost factors.
18. Consultant does not guarantee the completion or quality of performance of contracts by contractors hired by parties other than Consultant, nor is Consultant responsible for their acts or omissions.
19. Consultant makes no warranty, either express or implied, as to Consultant's findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted industry standards of practice in effect at the time and location of performance.
20. Consultant makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and Consultant is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
21. In the event that changes are made to the plans or specifications, or to any work product produced by the Consultant by Client or by any other party other than Consultant, which changes affect Consultant's work, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
22. Client agrees not to use or permit a third party to use plans, drawings, or other documents prepared by Consultant. Client agrees to be liable and responsible for any such use of plans, drawings, or other documents produced by Consultant and waives liability against Consultant for their use.
23. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed.
24. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement will be terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.



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25. This requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify, and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability caused by work done by the Consultant.

26. Client agrees to limit Consultant's liability to Client and to all contractors and subcontractors on the project due to professional negligence, acts, errors or omissions of Consultant, to the sum of \$25,000 or Consultant's fees, whichever is less.

27. Consultant agrees to maintain its standard insurance throughout performance of the work.

28. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement.

29. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

30. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

31. If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and or performs field work, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.

32. Client agrees that if Client requests incidental services not specified on the front hereof, Client agrees to pay for all such incidental services as extra work.

33. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, survey work, soils testing fees, aerial topography fees, and all other permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

34. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.

35. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

36. In the event of any litigation, Client agrees to pay to Consultant interest on all past due balances at the rate of twelve percent (12%) per annum.

37. In no event shall Consultant's work be construed as legal advice.

38. Consultant will ensure that any laboratory it selects to analyze samples obtained during the performance of services hereunder shall be certified by the state in which such laboratory is located. Any additional costs for management and disposal of investigation-derived wastes shall be paid by Client in addition to amounts specified in this Agreement.

39. Reporting and Disposal Requirements; Indemnification

(a) Should hazardous or toxic substances or wastes be produced or generated which require treatment and/or disposal, Consultant shall, upon request of Client and at Client's expense, prepare all necessary licenses and permits in the name of the Client which are necessary for the services provided, and submit such applications to the Client for review before submittal to the appropriate government agency. Consultant shall make arrangements for the treatment and/or disposal of such hazardous or toxic substances or wastes. In no event shall Consultant be deemed an owner, operator, generator, person who arranges for disposal, transporter, storer, treatment or disposal facility as those terms are defined under any federal or state statute governing the treatment, storage, or disposal of hazardous substances or wastes, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 *et seq.*) or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 *et seq.*). Client shall provide its EPA Identification Number, shall sign all manifests and shall assume all responsibility for, and shall defend, indemnify and hold harmless Consultant and its directors, officers, employees, agents, and subcontractors from and against all claims arising out of or related to the treatment and/or disposal of such hazardous or toxic substances or wastes.

(b) Client shall be responsible for notifying all appropriate federal, state, or local regulatory agencies of the existence of hazardous or toxic substances or wastes on the site at which Consultant is performing services.

(c) Any additional costs for management and disposal of hazardous or toxic substances or wastes shall be paid by Client in addition to amounts specified in this Agreement.