

# **RECEIVED**

March 16, 2015

By Alameda County Environmental Health at 12:30 pm, Mar 17, 2015

Mr. Jerry Wickham
Senior Hazardous Materials Specialist
Alameda County Environmental Health Services
Environmental Protection, Local Oversight Program
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Subject:

Letter of Transmittal For Site Management Plan O'Reilly Auto Parts (Former Grand Auto #43)

4240 International Boulevard (East 14th Street)

Oakland, California 94601

ACEH Fuel Leak Case No. RO0002483 GeoTracker Global ID No. T06019705075

Dear Mr. Wickham:

As required in your letter of December 31, 2014 regarding the above-referenced subject site, we submit this transmittal letter and accompanying Site Management Plan for the subject site following approval of case closure as a low-risk solvent site with no further action required.

I declare under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge.

Sincerely,

PACCAR Inc

Vicki ZumBrunnen, REM

**Environmental Project Supervisor** 



# AllWest Environmental, Inc.

Specialists in Physical Due Diligence and Remedial Services

2141 Mission Street, Suite 100 San Francisco, CA 94110

415.391.2510 AllWest1.com

# SITE MANAGEMENT PLAN

O'Reilly Auto Parts (Former Grand Auto #43) 4240 International Boulevard Oakland, California

SLIC Case No. RO0002483 Geotracker Global IDNo. T06019705075

PREPARED FOR:

PACCAR Inc.
Corporate Environmental Department
P.O. Box 1518
Bellevue, Washington 98009

ALLWEST PROJECT 15011.36 March 16, 2015

PREPARED BY:

Belinda P. Blackie, PE Project Manager

**REVIEWED BY:** 

Leonard P. Niles, PG, CHG Senior Project Manager



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# SITE MANAGEMENT PLAN

O'Reilly Auto Parts (Former Grand Auto #43) 4240 International Boulevard Oakland, California

# I. INTRODUCTION

AllWest Environmental, Inc. (AllWest) has prepared this Site Management Plan (SMP) to address potential risks to on-site construction workers and neighboring residents, workers and pedestrians, related to hazardous materials exposure during and after any proposed construction projects on the subject property (Site), O'Reilly Auto Parts (former Grand Auto #43), located at 4240 International Boulevard in Oakland, California. The SMP has been prepared in accordance with requirements of the Alameda County Environmental Health Department (ACEH). The SMP as well as the Covenant and Environmental Restriction on Property (which is submitted concurrently herewith) were requested by the ACEH in their Case Closure Summary Report Review letter for the subject property, issued on December 31, 2014.

The monitoring well destruction work plan portion of this document has been prepared to outline procedures for closure of the four monitoring wells currently located on the subject property, in accordance with ACEH guidelines.

This SMP was completed to accompany an environmental Covenant and Environmental Restriction on Property being prepared concurrently for the subject property. The SMP provides a framework to manage potentially hazardous materials in site soil and groundwater, on site equipment and in containers, in a manner consistent with the planned land use, while protecting human health and the environment. The SMP addresses soil, groundwater and soil vapor/indoor air impact by tetrachloroethylene (PCE) and related breakdown products from previous on-site car wash and/or off-site, upgradient dry cleaning operations.

# II. PROJECT DESCRIPTION

This SMP has been prepared for use in conjunction with any planned construction activity at the subject property intended to remove the existing building, disturb underlying soil or include extraction of/exposure to underlying groundwater.

# III. PROJECT BACKGROUND

# A. Site Location and Description

The subject property is a two-tenant, partially-occupied commercial building, located northwest of the intersection of International Boulevard and High Street, at 4240 International Boulevard, Oakland, Alameda County. Currently occupied by an O'Reilly Auto Parts store, the subject property includes a single-story, approximately 8,800-square-foot retail area and 3,000-square-foot stockroom/storage area in the southeastern portion of the larger 16,900-square-foot building. The other space in the building currently is vacant. The remainder of the property associated with the commercial building includes asphalt-paved parking areas and driveways.

The subject property is located on an essentially flat lot, approximately 30 feet above mean sea level (MSL) along the eastern slopes of the San Francisco Bay and immediately west of the East Bay Hills. A site location map and a site vicinity map are presented as Figures 1 and 2, respectively.

# B. Site Background

The building including the subject property was constructed for use as a Safeway grocery store in 1960 or 1961. In 1971, Grand Auto occupied the building and installed gasoline pump islands, three 10,000-gallon gasoline underground storage tanks (USTs) for retail gasoline sales, and a car wash with an associated drainage sump. The gasoline service station and car wash operated from circa 1972 to 1986, with the USTs removed in August 1986. The car wash drainage sump was removed in August 1992. In October 1993, the remaining fuel conveyance piping associated with the former USTs was excavated and removed from the site. Grand Auto occupied the subject property building until circa 2000-2001, when Kragen Auto Parts occupied the southeastern portion of the building including the former car wash area, and a tire shop occupied the northwestern portion of the building. The Kragen Auto Parts store was rebranded as an O'Reilly Auto Parts store circa late 2011, at which time the northwestern portion of the building was vacant.

Between 1992 and 2014, environmental conditions at the subject property were characterized via soil borings, groundwater monitoring wells, soil vapor probes and indoor air samples. The primary constituent of concern at the Site is the solvent PCE and its breakdown products trichloroethylene (TCE) and cis-1,2-dichloroethylene (cis-1,2-DCE) have been documented in site soil, soil vapor and groundwater. The source of the PCE and its breakdown products has not been established; however two, off-site, up-gradient former dry-cleaning facilities are potential source locations in conjunction with potential, additional contributions from the former on-site car wash sump.

As noted above, the USTs were removed from the Site in August 1986; the car wash sump was removed and soil in its vicinity was excavated in August 1992; the remaining fuel conveyance piping associated with the former USTs was removed in October 1993. Site soil and groundwater investigations, including for PCE and related compounds, have been extensive and are documented in numerous submissions to the ACEH. Groundwater was monitored at the Site between 1993 and 2011.

In 1996, the ACEH concluded in 1996 that soils at the subject property did not pose a threat to public health and issued a closure letter for soils only at that time. In 2000, the ACEH set forth that that active remediation for residual contaminants in soil or groundwater on the property was not required, but periodic groundwater monitoring was to continue, as it did through 2011. On June 5, 2012, the ACEH stated that petroleum hydrocarbons attributed to historical Site USTs required no further action.

Based on the entirety of soil, groundwater, soil vapor and indoor air quality data obtained, a request for case closure as a low risk solvent site with no further action required was submitted to the ACEH in 2014. In furtherance of its case closure assessment, on December 31, 2014, the ACEH requested the preparation and submittal of this SMP as well as the draft Covenant and Environmental Restriction on Property.

# C. Covenant and Environmental Restrictions

The concurrently submitted draft Covenant and Environmental Restriction on Property's restricts development of the subject property to office space or industrial or commercial use. No residential use, or hospital, school for persons under 21 years of age, day care or senior care centers may be constructed on the subject property. No growth of fruits or vegetables for consumption is allowed. No excavation work or extraction of groundwater is allowed from the subject property, unless expressly permitted in writing by the ACEH. Other stipulations that must be met in future demolition, excavation and/or redevelopment are detailed within the draft Covenant and Environmental Restriction on Property document. The Covenant and Environmental Restriction on Property is intended to be finalized and recorded by the subject property owner, Hess Properties, LLC.

# D. Site Geology and Hydrogeology

According to the California Regional Water Quality Control Board (RWQCB) Water Quality Control Plan (Basin Plan), dated June 29, 2013, the subject site vicinity is located in the Santa Clara Valley Groundwater Basin, East Bay Plain Sub-Basin. Data from previous site borings, advanced during the 1990s and 2012, indicate the property is underlain by an irregularly-layered sequence of clayey to silty gravelly sand and sandy to clayey gravel lenses separated by clayey

to sandy silt and silty to sandy clay layers to a depth of approximately 35 feet below ground surface (bgs). As much as 20 feet of imported fill material has been reported at some areas of the site. Below the silt and clay layers, a fairly uniform layer of silty to gravelly sand was encountered at approximately 31 to 37 feet bgs, and extended to the total explored depth of approximately 46 feet bgs. Groundwater was first encountered within this sand layer.

The depth to groundwater during the most recent monitoring event, December 2011, ranged between 22.51 and 24.13 feet bgs; the groundwater flow direction was measured generally towards the east at a gradient of approximately 0.001 feet/foot. The groundwater gradient in the site area is very flat and the arrangement of monitoring wells largely linear and perpendicular to flow direction, thus the determination of the groundwater flow direction is difficult to assess. Groundwater flow direction in the vicinity of the site has historically fluctuated, but since 2000 has generally been calculated to be to the east-northeast, with the exception of the June 2008 monitoring event measurement which was to the west-northwest. Prior to the destruction of the off-site monitoring well in 2001, a flow direction component to the southwest was generally calculated; it is the opinion of AllWest that this is the primary local groundwater flow direction. The regional groundwater flow direction is presumed to be to the southwest, from the Oakland Hills towards San Francisco Bay, concurrent with the topography.

# **E.** Previous Site Investigations

Impact to soil and groundwater by PCE at the subject property is discussed below.

# 1. Soil Quality

Soil quality investigation at the subject property was conducted between 1991 and 1993. Low concentrations of petroleum hydrocarbons and VOCs including PCE were detected in soil samples collected from the vicinity of the former car wash sump. Additional soil investigation was conducted in the former UST area in 2012. Low concentrations of petroleum hydrocarbons and VOCs not exceeding applicable agency screening levels, and metals within natural background levels, were detected in soil samples in the vicinity of the former USTs in 2012. A summary of soil quality data from the historical investigations is presented in Table 1. Sample locations are shown on Figure 2.

In order to obtain site closure for the soil portion of the site, an ASTM, Tier 1, RBCA assessment for the subject property was conducted in 1996. The risk assessment was prepared to meet the closure requirements of the ACEH and the RWQCB. No on-site COC concentrations were noted above the calculated Risk-Based Screening Levels (RBSLs) in subsurface

soil or from vapors in soil from groundwater under either the residential or industrial exposure scenario. Therefore, the conclusion of the risk assessment was that the residual presence of chemicals in subsurface soils does not pose an unacceptable risk to human health under current or potential future use scenarios, and the site satisfies the conditions for regulatory site closure from a human health risk perspective. Based on the risk assessment, ACEH concluded in a December 30, 1996 letter that the soils on-site do not pose a threat to public health with the current development.

# 2. Groundwater Quality

Groundwater quality investigation has been conducted on the subject property since 1992. Four on-site monitoring wells (MW-1 through MW-4) and one off-site monitoring well (HC-1) were installed and monitored periodically from 1993 to 2011. Off-site well HC-1 was destroyed with approval of the ACEH in 2001 at the time the adjoining facility on which it was installed received closure. Grab groundwater samples were collected from the vicinity of the former USTs in 2012. A summary of groundwater quality data is presented in Table 2 and on Figure 3. Sample locations also are shown on Figure 2.

Chlorinated solvent concentrations including PCE were noted to generally decrease between 1996 and 1999 groundwater monitoring events, although analytical data indicated that the shallow groundwater beneath the subject property remained impacted with chlorinated solvents. Based on the groundwater monitoring data and health risk based action levels updated in a 1999 Tier 1 RBCA assessment, it was concluded that it was unlikely that the residual contamination in the site groundwater posed an unacceptable risk to human health or the environment. ACEH concurred and stated that active remediation for the residual chlorinated solvents in the groundwater was not required.

Annual groundwater monitoring subsequently was conducted from 2001 to 2004, followed by biennial monitoring in 2006 and 2008, and the most recent groundwater monitoring event conducted in December 2011. Chlorinated solvents continued to be detected in all wells at the property, with concentrations detected in the four wells during the December 2011 monitoring event exceeding the then-current RWQCB Environmental Screening Levels (ESLs) for groundwater which is a potential drinking water resource.

# 3. Soil Vapor and Indoor Air Quality

Characterization of potential indoor soil vapor intrusion conditions and indoor air quality at the subject site was conducted in several investigations between 2012 and 2014. Soil vapor and indoor air sample locations and analytical results are summarized in Tables 3 and 4 as well as on Figures 2, 4 and 5.

PCE concentrations in soil vapor exceeding the commercial/industrial land use ESL were documented to be highest inside the eastern corner of the building and along interior sanitary sewer lines. PCE concentrations also tended to be higher in the 5 feet bgs temporary probes than in the shallower 0.5-foot bgs probes. PCE soil vapor concentrations were also documented as being elevated in the parking areas in the southeastern portion of the site. As PCE concentrations detected in indoor air quality samples did not exceed the applicable ESL, intrusion from soil vapor was not identified as a significant risk to building occupants.

# IV. ENVIRONMENTAL MEASURES FOR RENOVATION/REDEVELOPMENT

This Site Management Plan addresses construction activities involving renovation/property redevelopment involving no excavation/grading of site soils as well as renovation/property redevelopment involving disturbance to soils. In general, the soil management objective set out by this plan includes minimization of exposure to impacted soil.

# A. Renovation/Redevelopment Involving No Disturbance to Soil

# 1. Regulatory Notification/Approval

Notification of the ACEH is not required under the Covenant and Environmental Restriction for activities which do not disturb soil on the subject property.

# 2. Construction Modifications

If the concrete slab floor currently in place within the building is to remain in place, cracks should be repaired and the slab should be sealed. Both measures will serve to reduce the likelihood of vapor migration into the building.

If a new concrete slab is installed for the renovation/redevelopment, consideration should be given to installation of a sub-slab vapor barrier to prevent vapor migration into the new building.

# B. Redevelopment Involving Disturbance to Soil (Including Excavation, Grading, Trenching, etc.)

# 1. Regulatory Notification/Approval

Contact the ACEH prior to commencement of any subsurface redevelopment in accordance with the requirements of the Covenant and Environmental Restriction on Property (Appendix A).

Any impacted soil brought to the surface pursuant to subsurface redevelopment activities must be managed in accordance with all applicable provisions of local, state and federal law, the Covenant and Environmental Restriction on Property and this SMP. All future property redevelopment must be consistent with any applicable ACEH Orders or Risk Management Plans. All planned future redevelopment must include an asphalt or concrete (or other authorized) cap over the impacted soil. Other regulatory-related measures are discussed in detail within the Covenant and Environmental Restriction on Property (Attachment 1).

# 2. Health and Safety Measures

The contractor for the project will be the party responsible for development and implementation of proper health and safety procedures, to minimize worker and public exposure to impacted soil during construction activities.

# a. Health and Safety Plan

Potential health risks to workers and the public will be minimized through development and implementation of a comprehensive, sitespecific health and safety plan (HSP).

The HSP will provide workers with an understanding of the contaminants present in site soils, as well as the potential chemical and physical hazards associated with the chemicals. The HSP will identify measures for protection of the public, procedures for entrance onto the project site during construction, general health and safety procedures and emergency response procedures, if needed. All personnel working on the subject property must read and understand the HSP, and strictly follow the outlined procedures. A copy of the HSP must be maintained on the subject property during construction, to be reviewed and updated as warranted.

The HSP also will describe health and safety training requirements for site personnel. Requirements include personnel training in accordance

with Section 1910.120 of 29 Code of Federal Regulations (HazWoper training), in specific personal hygiene, and in the appropriate use of monitoring equipment which may be used during the project to protect and confirm the health and safety of workers and the public.

# b. Health and Safety Officer

An on-site health and safety officer (HSO) for the project will be identified by the contractor. The HSO must be at the construction site at all times during excavation activities, to ensure compliance with the HSP is maintained. The HSO has the authority to direct and stop, if necessary, construction activities to ensure compliance with the HSP.

# c. Measures for Protection of Public Health and Safety

The following health and safety measures will be implemented to protect the public and others from potential contamination in site soils.

- During excavation, the site will be fenced to prevent access, and posted, as applicable, with the Proposition 65 ("The Safe Drinking Water and Toxics Enforcement Act of 1986") warnings.
- Dust will be minimized.
- Soil will be covered while on-site and properly disposed off-site if not used for site redevelopment.

# 3. Soil Management

Dust control measures will be implemented during excavation activities that include disturbance of soil under the building, to reduce potential exposure. Dust control measures may include moisture conditioning of soil with dust suppressants, watering and covering of exposed soil. The Dust Control Plan is discussed in Section V.6.a.

Excavated soil from areas of higher VOC concentrations shown in Figure 3 will be profiled to evaluate whether disposal at a Class I hazardous waste facility is required. Excavated soil documented as a hazardous waste requires disposal at an off-site, Class I regulated landfill. Impacted soil must be segregated from other excavated materials as the construction work progresses, and appropriately managed to control dust and impacts to storm water.

# 4. Groundwater Management

Groundwater has been encountered at depths of approximately 22 to 24 feet below the ground surface on the subject property; excavation

activities therefore likely will not encounter groundwater. However, if dewatering is required, groundwater will be properly managed on-site and properly disposed of.

# 5. Dust Control Plan, Noise and Stormwater Control Measures and Release Contingency Plan

# a. Dust Control Plan

If construction activities in areas of impacted soil are to be conducted outside of the confining enclosure of a structure, a dust control plan is required.

# b. Release Contingency Procedures

In the event of an encounter with unexpected visually contaminated soil, work will be temporarily suspended in the area and the ACEH will be notified. Excavated soil will be contained on site, segregated from other excavated soil, prior to profiling, manifesting and transport to an appropriate off-site waste disposal facility.

In the event of a release of hazardous materials from equipment in use on the subject property, similar containment, cleanup and disposal measures will be implemented. Absorbent materials will be deployed to contain and clean up potential spills of hydraulic fluid. Soil contaminated by released hydraulic fluid will be excavated to the extent practicable, and confirmatory soil samples collected. Excavated soil will be contained on site, segregated from other excavated soil; recovered hydraulic fluid and other contaminants will be contained on site in 55-gallon waste drums, prior to profiling, manifesting and transport to an appropriate off-site waste disposal facility.

Historical subgrade structures, possibly including hydraulic hoists, USTs, sumps or vaults, may be encountered during excavation activities on the subject property. In the unlikely event that such a structure is encountered, work also will be temporarily halted in that area and the ACEH notified. Appropriate measures, including permitting, removal, disposal and verification sampling by a licensed tank removal contractor if warranted, will be taken before proceeding with further excavation in the vicinity of the discovered structure.

# 6. Redevelopment Planning

Consideration should be given to installation of a sub-slab vapor barrier during construction of building foundations, to prevent vapor migration into the new building(s).

# V. REPORT PREPARATION

After completion of subsurface construction activities, a construction report must be prepared to document the timeline of construction activities, description of site mitigation and health and safety activities, and copies of manifests, bills of lading, certificates of treatment/disposal and other project-related documentation such as a certification statement that construction activities were performed in accordance with this SMP.

# VI. LIMITATIONS

AllWest has prepared this SMP at the request of Alameda County Environmental Health and for the exclusive use of PACCAR Inc (Client) and/or Hess Properties LLC for potential future redevelopment/demolition projects on the subject property and in accordance with generally accepted practices at the time of the work and with our written proposal. No other warranties, either expressed or implied are made as to the professional advice offered. This plan is not a specification for the proposed work and should not be used to bid out any of the proposed work found within. Reliance on this plan by any party other than the Client and/or Hess Properties LLC is at the user's sole risk.

# VII. REFERENCES

Alameda County Health Care Services Agency, Case Closure Summary Report Review for SLIC Case No. RO0002483 and GeoTracker Global ID T06019705075, Grand Auto, 4240 International Boulevard, Oakland, CA 94601, December 31, 2014.

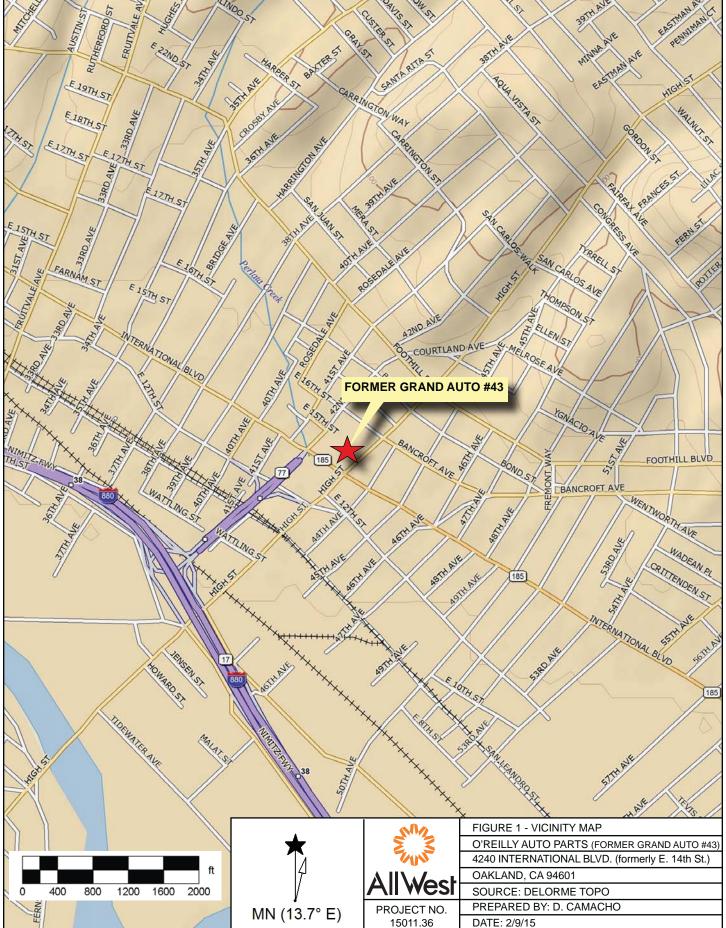
Alameda County Environmental Health Services, Covenant and Environmental Restriction on Property, O'Reilly Auto Parts (Former Grand Auto #43), 4240 International Boulevard, Oakland, California, undated draft.

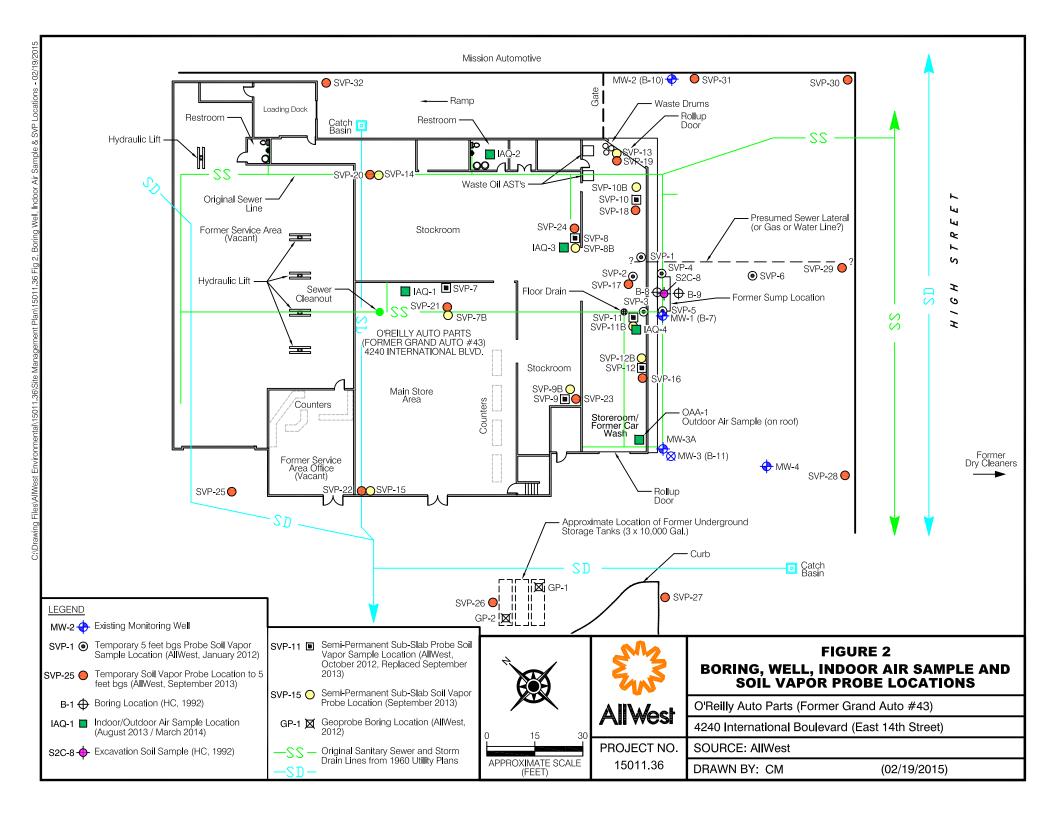
AllWest Environmental, Inc., Case Closure Summary Report, O'Reilly Auto Parts (Former Grand Auto #43), 4240 International Boulevard, Oakland, California, October 31, 2014.

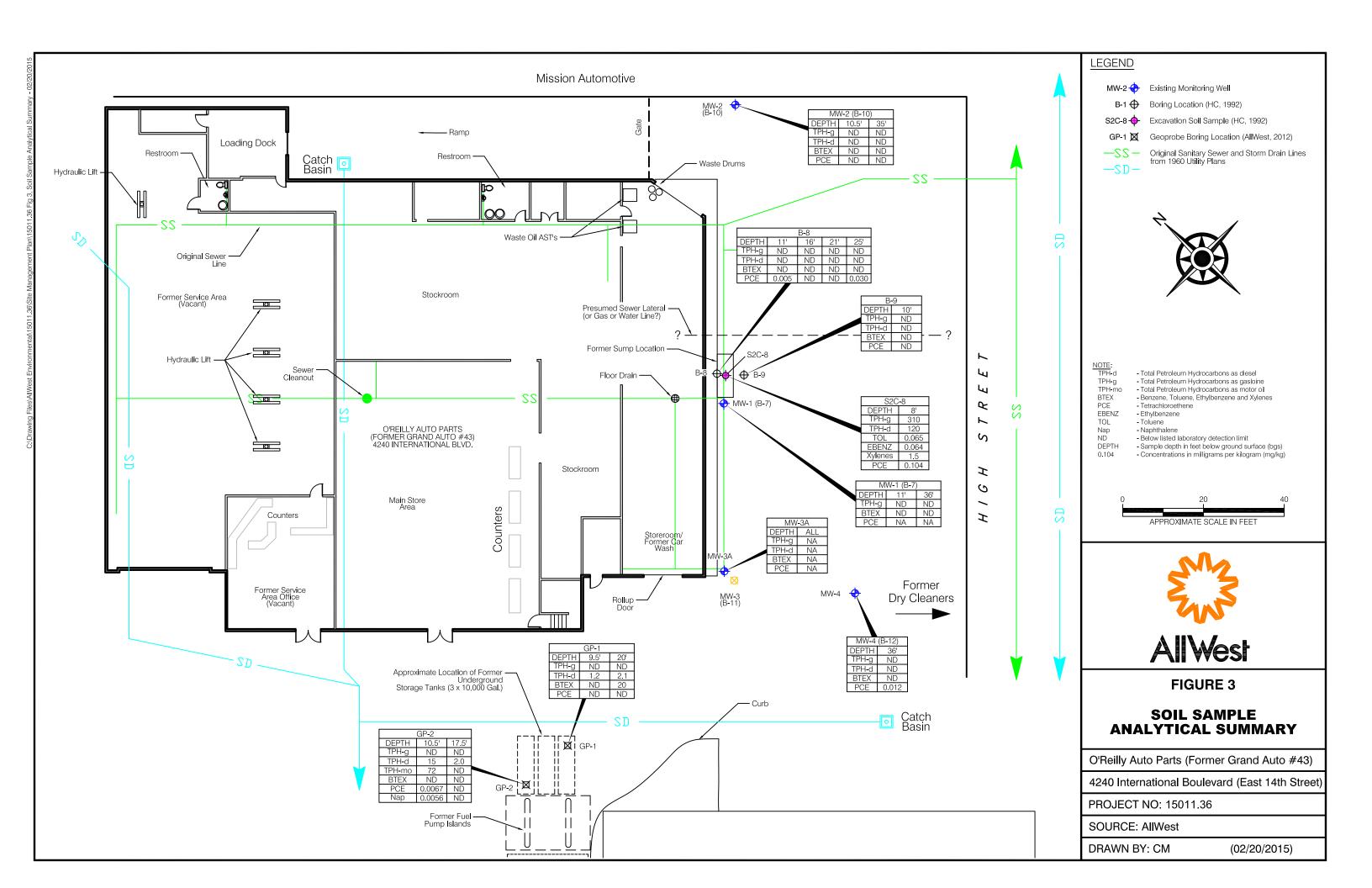
RWQCB, *User's Guide: Derivation and Application of Environmental Screening Levels*, Interim Final December 2013.

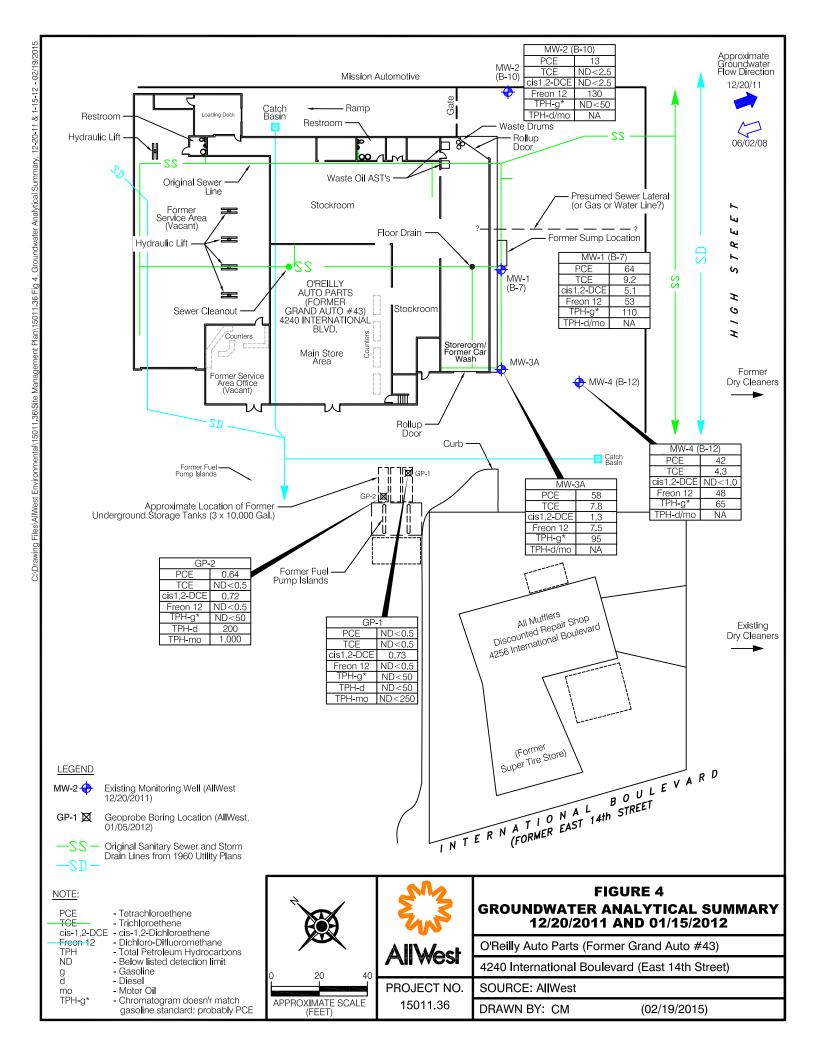
RWQCB, Water Quality Control Plan (Basin Plan), June 29, 2013.

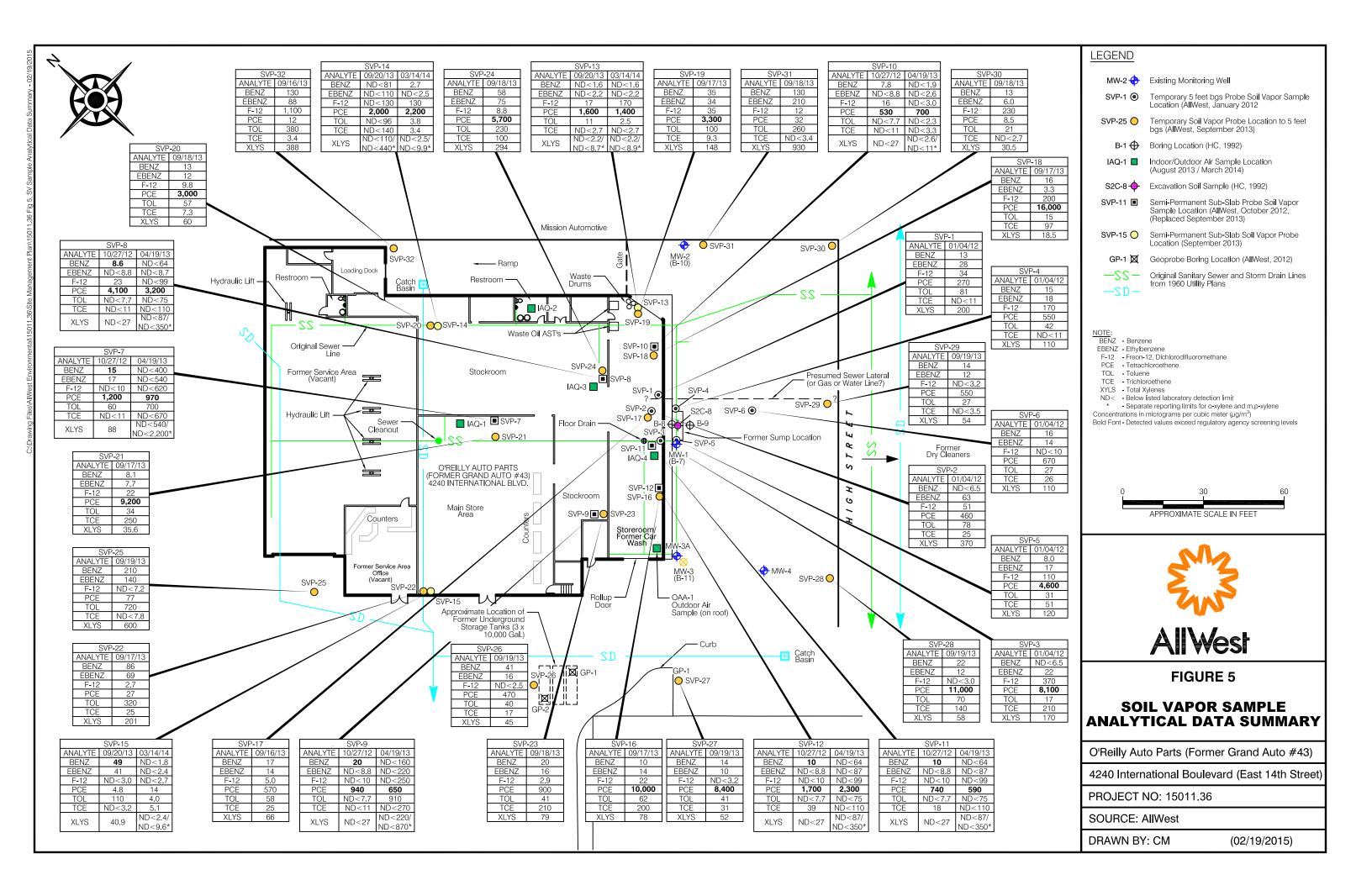
# **FIGURES**

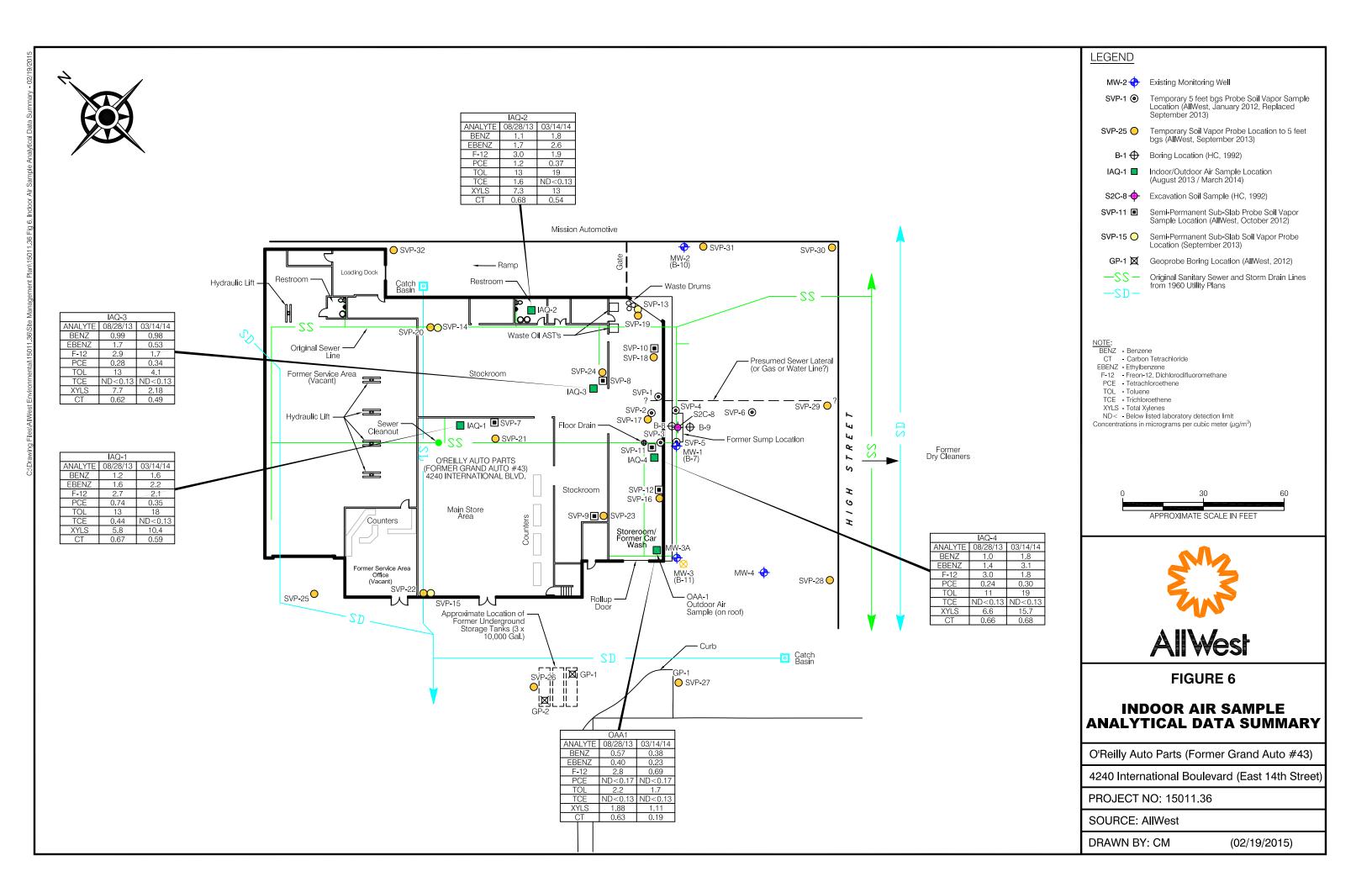












## Summary of Soil Sample Analytical Data

O'Reilly Auto Supply (Former Grand Auto Supply #43) 4240 East 14th Street

Oakland, California

AllWest Project No. 15011.36

Sample ID Number	Depth (feet bgs)	Date	трн-д	TPH-d C10-C-23	TPH-mo C18-C36	TOG	Benzene	Toluene	Ethyl- benzene	Xylenes	MTBE	Naph- thalene	PCE	Other VOCs	Cadmium	Chromium	Lead	Organic Lead	Nickel	Zinc
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
B-1-11*	11	07/16/92	ND (<1.0)	ND (<10)	NA	430	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	ND (<1.0)	35	60	ND (<2.0)	40	190
B-1-16*	16	07/16/92	ND (<1.0)	ND (<10)	NA	ND (<50)	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	ND (<2.0)	NA	NA
B-2-6*	6	07/16/92	ND (<1.0)	40	NA	NA	ND (<0.003)	0.004	0.003	0.007	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
B-2-14*	14	07/16/92	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	ND (<2.0)	NA	NA
B-4-21	21	07/16/92	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	ND (<2.0)	NA	NA
B-5-19	19	07/16/92	ND (<1.0)	ND (<10)	NA	NA	0.011	ND (<0.003)	ND (<0.003)	0.003	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
B5-26	26	07/16/92	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
S2C-8	8	08/07/92	310	120	NA	ND (<50)	ND (<0.075)	0.065	0.064	1.5	NA	NA	0.104	ND (varies)	ND (<1.0)	73	9	ND (<2.0)	110	30
B-7-11 (MW-1)	11	08/28/92	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
B-7-36 (MW-1)	36	08/28/92	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
MW-2-10.5 (B-10)	10.5	04/15/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	ND (<0.005)	ND (varies)	ND (<1.0)	28	5	NA	61	39
MW-2-35 (B-10)	35	04/15/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	ND (<0.005)	ND (varies)	ND (<1.0)	31	ND (<5)	NA	47	49
MW-3-35 (B-11)	35	04/15/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	0.009	ND (varies)	ND (<1.0)	29	ND (<5)	NA	42	47
MW-4-36 (B-12)	36	04/15/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	0.012	ND (varies)	ND (<1.0)	35	ND (<5)	NA	59	34
B-8-11	11	04/16/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	0.005	ND (varies)	ND (<1.0)	58	9	NA	150	61

## Summary of Soil Sample Analytical Data

O'Reilly Auto Supply (Former Grand Auto Supply #43) 4240 East 14th Street

Oakland, California

AllWest Project No. 15011.36

Sample ID Number	Depth (feet bgs)	Date	ТРН-д	TPH-d C10-C-23	TPH-mo C18-C36	TOG	Benzene	Toluene	Ethyl- benzene	Xylenes	MTBE	Naph- thalene	PCE	Other VOCs	Cadmium	Chromium	Lead	Organic Lead	Nickel	Zinc
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
B-8-16	16	04/16/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	ND (<0.005)	ND (varies)	ND (<1.0)	29	ND (<5)	NA	53	45
B-8-21	21	04/16/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	ND (<0.005)	ND (varies)	ND (<1.0)	29	ND (<5)	NA	43	37
B-8-25	25	04/16/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	0.030	ND (varies)	ND (<1.0)	28	6	NA	41	48
B-9-10	10	04/16/93	ND (<1.0)	ND (<10)	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	ND (<0.005)	ND (varies)	ND (<1.0)	27	6	NA	72	40
P1-2.5	2.5	10/20/93	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
P2-2.5	2.5	10/20/93	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
P3-2.5	2.5	10/20/93	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
P4-2.5	2.5	10/20/93	ND (<1.0)	NA	NA	NA	ND (<0.003)	ND (<0.003)	ND (<0.003)	ND (<0.003)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
GP-1-9.0-9.5	9.0-9.5	01/05/12	ND (<0.25)	1.2	ND (<5.0)	NA	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (varies)	ND (<1.5)	120	6.5	NA	160	99
(qualifiers)				(e2)																
GP-1-19.5-20.0	19.5-20.0	01/05/12	ND (<0.25)	2.1	ND (<5.0)	NA	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (varies)	ND (<1.5)	47	ND (<5.0)	NA	85	100
(qualifiers)				(e2)																
GP-2-10.0-10.5	10.0-10.5	01/05/12	ND (<0.25)	15	72	NA	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	0.0056	0.0067	ND (varies)	ND (<1.5)	63	5.5	NA	48	75
(qualifiers)				(e7, e2)	(e7, e2)															
GP-2-17.0-17.5	17.0-17.5	01/05/12	ND (<0.25)	2.0	ND (<5.0)	NA	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (<0.005)	ND (varies)	ND (<1.5)	38	ND (<5.0)	NA	50	57
(qualifiers)				(e2)																
RWQCB Comme feet bgs, dri	ercial/Industria inking water re		500	110	500	500	0.044	2.9	3.3	2.3	0.023	1.2	0.7	varies	12.0	2,500 (Total) 8.0 (Cr VI)	320	NE	150	600

### Summary of Soil Sample Analytical Data

O'Reilly Auto Supply (Former Grand Auto Supply #43)

4240 East 14th Street Oakland, California

AllWest Project No. 15011.36

Sample ID Number	Depth (feet bgs)	Date	TPH-g (mg/kg)	TPH-d C10-C-23 (mg/kg)	TPH-mo C18-C36 (mg/kg)	TOG (mg/kg)		Toluene (mg/kg)	benzene	Xylenes (mg/kg)	MTBE (mg/kg)	Naph- thalene (mg/kg)	PCE (mg/kg)	Other VOCs (mg/kg)	Cadmium (mg/kg)	Chromium (mg/kg)	Lead	Organic Lead (mg/kg)	Nickel	Zinc (mg/kg)
RWQCB Comme feet bgs, dr	ercial/Industria inking water re		770	110	1,000	1,000	0.044	2.9	3.3	2.3	0.023	1.2	0.7	varies	1,000	5,000 (Total) 110 (Cr VI)	320	NE	5,000	5,000
RWQCB Comm feet by	ercial/Industria gs, direct conta		4,000	1,100	100,000	100,000	3.7	4,900	24	2,600	190	15	2.6	varies	1,000	1,600,000 (Cr III) 110 (Cr VI)	320	NE	19,000	310,000

Notes:

All samples analyzed at McCampbell Analytical, Inc., Pittsburg, California

All results are reported in milligrams per kilogram (mg/kg) [equivalent to parts per million (ppm)], except where noted.

feet bgs = feet below ground surface

TPH-g - Total petroleum hydrocarbons as gasoline (analytical method SW8260B)

TPH-d - Total petroleum hydrocarbons as diesel, C10-C23 range (analytical method SW8015B with silica gel cleanup)

TPH-mo - Total petroleum hydrocarbons as motor oil, C18-C36 range (analytical method SW8015B with silica gel cleanup)

TOG - Total Oil & Grease by Standard Method 5520F

MTBE - Methyl tert-butyl ether (analytical method SW8260B)

PCE - Tetrachloroethene (analytical method SW8260B)

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) (analytical method SW8260B)

MEK - methyl ethyl ketone (analytical method SW8260B)

VOCs - Volatile organic compounds (analytical method SW8260B)

LUFT 5 Metals - (analytical method SW6010B)

\* - Borings located at adjacent Super Tire site at 4256 East 14th Street; no longer considered part of subject former Grand Auto site.

ND (<0.01) - Not detected at or above listed reporting limit

NA - Not analyzed

NE - Not Established

Bold Font - Detected values exceed regulatory screening levels.

Laboratory Qualifiers:

e2 - diesel range compounds are significant, no recognizable pattern

e7 - oil range compounds are significant

San Francisco Bay Regional Water Quality Control Board (RWQCB) Environmental Screening Levels (ESLs), shallow soils (\$\leq 3\$ m bgs) and deep soils (> 3 m bgs) for commercial/industrial land use where groundwater is a potential drinking water resource from Tables A, A-2, C and C-2, User's Guide: Derivation and Application of Environmental Screening Levels - Interim Final December 2013.

# Summary of Groundwater Sample Analytical Data O'Reilly Auto Supply

# (Former Grand Auto Supply #43)

# 4240 East 14th Street, Oakland, California

AllWest Project Number 15011.36

Location	Date	PCE	TCE	cis-1,2 DCE	FREON 12	Chloroform	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	TPH-d	TPH-mo	Other VOCs	LUFT 5 Metals
		(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)
MW-1	12/20/2011	64	9.2	5.1	53	ND (<1.7)	ND (<1.7)	ND (<1.7)	ND (<1.7)	ND (<1.7)	110 <sup>6</sup>	NA	NA	ND (varies)	NA
MW-1	6/2/2008	68	10	4.6	36	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-1	9/27/2006	110	15	8.7	21	0.83	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-1	7/23/2004	140	19	5.9	69	ND (<2.0)	ND (<2.0)	ND (<2.0)	ND (<2.0)	ND (<2.0)	NA	NA	NA	ND (varies)	NA
MW-1	5/15/2003	120	15	5.8	50	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-1	5/21/2002	140	15	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-1	6/19/2001	130	17	5.3	35	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-1	11/4/1999	120	17	6.6	62	ND (<3.0)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
MW-1	5/10/1996	270	24	4.3	NA	2.6	ND (<1.3)	ND (<1.3)	ND (<1.3)	ND (<1.3)	NA	NA	NA	ND (varies)	NA
MW-1	9/15/1995	200	25	6.8	NA	1.4	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-1	1/31/1995	54	13	9.7	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<2.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-1 (D)	1/31/1995	54	13	9.3	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<2.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-1	9/20/1994	270	37	19	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-1 (D)	9/20/1994	270	36	18	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-1	6/7/1994	200	28	25	NA	1.6	(ND < 0.5)	(ND < 0.5)	(ND < 0.5)	(ND < 0.5)	83 5	NA	NA	ND (varies)	ND (varies)
MW-1 (D)	6/7/1994	340	35	22	NA	1.5	(ND < 0.5)	(ND < 0.5)	(ND < 0.5)	(ND < 0.5)	NA	NA	NA	ND (varies)	NA
MW-1	2/18/1994	200	25	12	NA	1.0	(ND < 0.5)	(ND <0.5)	(ND < 0.5)	(ND < 0.5)	110 5	NA	NA	ND (varies)	ND (varies)
MW-1	11/17/1993	230	28	15	NA	1.8	(ND < 0.5)	(ND <0.5)	ND (<1.0)	(ND < 0.5)	99 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-1	8/4/1993	290	23	10	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<10)	ND (<5.0)	150 <sup>5</sup>	NA	NA	Toluene 0.4, others ND (varies)	ND (varies)
MW-1	4/26/1993	300	22	8.7	37	1.0	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	57 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-1 (D)	4/26/1993	300	22	8.7	110	1.1	0.6	ND (<0.5)	ND (<1.0)	ND (<0.5)	74 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-1	1/19/1993	220	28	14	NA	ND (<3.0)	ND (<3.0)	ND (<1.0)		ND (<1.0)	160 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-1	9/10/1992	310	26	11	NA	1.1	ND (<0.5)	ND (<0.6)		ND (<0.5)	150 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-2	12/20/2011	13	ND (<2.5)	ND (<2.5)	130	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<50)	NA	NA	ND (varies)	NA
MW-2	6/2/2008	6.5	1.8	ND	47	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-2	9/27/2006	8.3	5.9	1.7	24	0.91	ND (<0.5)	ND (<0.5)	ND (<0.5)	1.9	NA	NA	NA	ND (varies)	NA
MW-2	7/23/2004	3.7	11	3	60	ND (<0.5)	ND (<0.5)	0.53	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-2	5/15/2003	3.9	12	2.9	56	ND (<0.5)	ND (<0.5)	0.63	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-2	5/21/2002	6.3	4.7	0.84	44	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	0.61	NA	NA	NA	ND (varies)	NA
MW-2	6/19/2001	9.1	5.3	1.0	38	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	0.83	NA	NA	NA	ND (varies)	NA
MW-2	11/4/1999	7.6	8.1	1.9	55	ND (<3.0)	ND (<0.5)	ND (<0.5)	ND (<0.5)	2.0	ND (<50)	NA	NA	ND (varies)	NA
MW-2	5/10/1996	7.2	51	13	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-2	9/15/1995	6.3	52	17	NA	ND (<0.5)	ND (<0.5)	ND (<0.5)	0.8	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-2 (D)	9/15/1995	6.5	69	17	NA	ND (<0.5)	ND (<0.5)	0.9	0.9	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-2	1/31/1995	3.0	60	17	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<2.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-2	9/20/1994	6.0	130	36	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA

# Summary of Groundwater Sample Analytical Data O'Reilly Auto Supply

# (Former Grand Auto Supply #43)

# 4240 East 14th Street, Oakland, California AllWest Project Number 15011.36

Location	Date	PCE (µg/L)	TCE (µg/L)	cis-1,2 DCE (µg/L)	FREON 12 (µg/L)	Chloroform (µg/L)	1,1,1-TCA (µg/L)	1,2-DCA (µg/L)	Vinyl Chloride (µg/L)	Carbon Tetrachloride (µg/L)	TPH-g (μg/L)	TPH-d (μg/L)	TPH-mo	Other VOCs (µg/L)	LUFT 5 Metals (µg/L)
MW-2	6/7/1994	6.9	120	31	NA	ND (<0.5)	ND (<0.5)	1.8	ND (<0.5)	ND (<0.5)	52 <sup>5</sup>	NA	NA	ND (varies)	Zinc 20, others ND (varies)
MW-2	2/18/1994	4.8	75	25	NA	ND (<0.5)	ND (<0.5)	1.5	ND (<0.5)	ND (<0.5)	58 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-2	11/17/1993	6.1	32	8.7	NA	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	ND (varies)
MW-2	8/4/1993	7.2	110	22	NA	ND (<1.2)	ND (<1.2)	ND (<1.2)	ND (<2.4)	ND (<1.2)	120 <sup>5</sup>	NA	NA	Toluene 0.3, others ND (varies)	ND (varies)
MW-2	4/26/1993	7.5	32	8.5	31	0.9	0.6	0.6	ND (<1.0)	ND (<0.5)	70	NA	NA	Benzene 0.8, Toluene 1.1, Xylenes 1.0, others ND (varies)	ND (varies)
MW-3A	12/20/2011	58	7.8	1.3	7.5	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	95 <sup>6</sup>	NA	NA	ND (varies)	NA
MW-3A	6/2/2008	71	11	ND (<2.5)	8.1	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-3A	9/27/2006	83	12	4.7	3.6	0.83	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-3A	7/23/2004	85	12	2.4	8.3	ND (<2.0)	ND (<2.0)	ND (<2.0)	ND (<2.0)	ND (<2.0)	NA	NA	NA	ND (varies)	NA
MW-3A	5/15/2003	130	16	ND (<2.5)	21	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-3A	5/2/2002	120	16	ND (<2.5)	7.1	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-3A <sup>4</sup>	6/19/2001	120	21	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-3	11/4/1999	150	24	14	14	ND (<15)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	61	NA	NA	ND (varies)	NA
MW-3	5/10/1996	160	25	7.2	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-3	9/15/1995	170	25	6.2	NA	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-3	1/31/1995	160	34	6.2	NA	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<5.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-3	9/20/1994	240	37	11	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-3	6/7/1994	160	34	8.3	NA	0.6	0.6	ND (<0.5)	ND (<0.5)	ND (<0.5)	78 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-3	2/18/1994	85	19	5.0	NA	0.7	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	64 5	NA	NA	ND (varies)	ND (varies)
MW-3	11/17/1993	170	29	12	NA	1.3	0.8	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	ND (varies)
MW-3	8/4/1993	170	28	ND (<5.0)	NA	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<10)	ND (<5.0)	170 <sup>5</sup>	NA	NA	Benzene 0.3, Toluene 0.4, others ND (varies)	ND (varies)
MW-3	4/26/1993	79	21	9.7	35	ND (<0.5)	0.8	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	Chromium 170, others ND (varies)
MW-4	12/20/2011	42	4.3	ND (<1.0)	48	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	65 <sup>6</sup>	NA	NA	ND (varies)	NA
MW-4	6/2/2008	39	4.3	ND (<1.0)	29	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-4	9/27/2006	62	7.8	1.4	13	1.1	ND (<0.5)	ND (<0.5)	ND (<0.5)	1.3	NA	NA	NA	ND (varies)	NA
MW-4	7/23/2004	23	3.7	1.0	26	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	0.5	NA	NA	NA	ND (varies)	NA

ND (<0.5)

ND (<0.5)

5/15/2003

120

7.7

0.75

MW-4

ND (<0.5)

ND (<0.5)

ND (<0.5)

NA

ND (varies)

NA

# Summary of Groundwater Sample Analytical Data O'Reilly Auto Supply

# (Former Grand Auto Supply #43)

# 4240 East 14th Street, Oakland, California

**AllWest Project Number 15011.36** 

Location	Date	PCE	TCE	cis-1,2	FREON	Chloroform	1.1.1-TCA	1,2-DCA	Vinyl	Carbon	TPH-g	TPH-d	TPH-mo	Other	LUFT 5
				DCE	12				Chloride	Tetrachloride				VOCs	Metals
		(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(μg/L)
MW-4	5/21/2002	70	7.7	ND (<2.5)	18	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	ND (<2.5)	NA	NA	NA	ND (varies)	NA
MW-4	6/19/2001	47	7.4	1.2	19	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-4	11/4/1999	61	10	2.2	41	ND (<3.0)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
MW-4	5/10/1996	190	22	2.5	NR	ND (<1.3)	ND (<1.3)	ND (<1.3)	ND (<1.3)	ND (<1.3)	NA	NA	NA	ND (varies)	NA
MW-4	9/15/1995	160	24	4.4	NR	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	NA	NA	NA	ND (varies)	NA
MW-4	1/31/1995	140	20	4.7	NR	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<5.0)	ND (<1.0)	NA	NA	NA	ND (varies)	NA
MW-4	9/20/1994	220	32	5.0	NR	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
MW-4	6/7/1994	140	28	7.1	NR	0.9	0.9	ND (<0.5)	ND (<0.5)	ND (<0.5)	62 5	NA	NA	ND (varies)	Nickel 20, others ND (varies)
MW-4	2/18/1994	120	31	6.0	NR	1.9	0.7	ND 0.5	ND 0.5	ND	95 <sup>5</sup>	NA	NA	ND (varies)	ND (varies)
MW-4	11/17/1993	87	20	6.6	NR	1.0	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	ND (varies)
MW-4	8/4/1993	110	16	ND (<5.0)	NR	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<10)	ND (<5.0)	110 <sup>5</sup>	NA	NA	Toluene 0.4, others ND (varies)	ND (varies)
MW-4	4/26/1993	78	17	3.9	28	0.6	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	Chromium <b>60</b> , others ND (varies)
HC-1	11/4/1999	100	17	8.7	43	ND <3.0)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
HC-1	5/10/1996	200	27	13	NR	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	NA	NA	NA	ND (varies)	NA
HC-1	9/15/1995	170	27	14	NR	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
HC-1	1/31/1995	120	27	11	NR	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<1.0)	ND (<50)	NA	NA	ND (varies)	NA
HC-1	9/20/1994	190	37	15	NR	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<5.0)	ND (<50)	NA	NA	ND (varies)	NA
HC-1	6/7/1994	180	42	22	NR	1.0	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	69 <sup>5</sup>	NA	NA	ND (varies)	NA
HC-1	2/18/1994	140	30	13	NR	0.7	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	96 <sup>5</sup>	NA	NA	ND (varies)	NA
HC-1	2/18/1994	150	22	11	NR	0.6	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	90 <sup>5</sup>	NA	NA	ND (varies)	NA
HC-1	11/17/1993	130	27	16	NR	1.1	0.7	ND (<0.6)	ND (<2.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
HC-1	8/4/1993	83	27	15	NR	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	100 <sup>5</sup>	NA	NA	ND (varies)	NA
HC-1	4/26/1993	46	22	13	47	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<1.0)	ND (<0.5)	ND (<50)	NA	NA	ND (varies)	NA
GP-1-GW-35	1/5/2012	ND (<0.5)	ND (<0.5)	0.73	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50) <sup>1</sup>	ND (<50) <sup>1</sup>	ND (<250) <sup>1</sup>	Toluene 0.63, MTBE 0.96, other VOCs ND (varies)	Nickel <b>14</b> , Zinc 33, others ND (varies) <sup>1</sup>
GP-2-GW-15, GP-2-GW-20	1/5/2012	0.64	ND (<0.5)	0.72	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<50) <sup>1</sup>	200 2,3	1,000 <sup>2,3</sup>	Carbon Disulfide 0.62, other VOCs ND (varies)	Nickel <b>7.0</b> , Zinc 34, others ND (varies)

# **Summary of Groundwater Sample Analytical Data**

# O'Reilly Auto Supply

# (Former Grand Auto Supply #43)

# 4240 East 14th Street, Oakland, California AllWest Project Number 15011.36

Location	Date	PCE	TCE	cis-1,2 DCE	FREON 12	Chloroform		1,2-DCA	Vinyl Chloride	Carbon Tetrachloride		TPH-d	TPH-mo	Other VOCs	LUFT 5 Metals
RWQ0 Commercial/Inde current or poten wate	ustrial ESLs, tial drinking	(μg/L) 5	(μg/L) 5	(μg/L) 6	(μg/L) NE	(µg/L)	(µg/L) 62	(µg/L)	(µg/L)	(μg/L) 0.5	(μg/L)	(μg/L) 100	(μg/L) 100	(μg/L)  Benzene 1.0, Toluene 40, Xylenes 20, MTBE 5.0, others NE or varies	(µg/L)  Cadmium 0.25, Chromium 50, Lead 2.5, Nickel 8.2, and Zinc 81
RWQ0 Commercial/Indu evaluation of po intrusion, fine/	ustrial ESLs, tential vapor	640	1,300	26,000	NE	1,700	720,000 (res)	1,000	18	48	NE	NE	NE	Benzene 270, Toluene 95,000 (res), Xylenes 37,000 (res), MTBE 100,000, others NE or varies	NE

**Notes:** All results are reported in micrograms per liter ( $\mu$ g/L) [equivalent to parts per billion (ppb)], except where noted.

1,1,1-TCA = 1,1,1-Trichloroethane (analytical method SW8260B)

1,2-DCA = 1,2-Dichloroethane (analytical method SW8260B)

cis-1,2 DCE = cis-1,2-Dichloroethene (analytical method SW8260B)

Freon 12 = Dichlorodifluoromethane (analytical method SW8260B)

MTBE = Methyl tertiary butyl ether (analytical method SW8260B)

TCE = Trichloroethene (analytical method SW8260B)

TPH-d = Total petroleum hydrocarbons as diesel (analytical method SW8015B with silica gel cleanup)

TPH-g = Total petroleum hydrocarbons as gasoline (analytical method SW8260B)

TPH-mo = Total petroleum hydrocarbons as motor oil (analytical method SW8015B with silica gel cleanup)

VOCs = Volatile organic compounds (analytical method SW8260B)

LUFT 5 Metals = Cadmium, chromium, lead, nickel and zonce by EPA Method 200.8

(D) = Duplicate sample

NA = Not analyzed

ND (<0.5) = Not detected at or above listed reporting limit

NE = Not established

NR = Not reported

- 1 Aqueous sample that contains greater than ~ 1 vol. % sediment.
- 2 Oil range compounds are significant
- 3 Diesel range compounds are significant; no recognizable pattern
- 4 Monitoring Well MW-3 was destroyed in May 2000 and replaced by MW-3A
- 5 Gasoline range concentration reported. The chromatogram showed only a single peak in the gasoline range, and did not match typical gasoline pattern. Was interpreted by Hart Crowser to represent analytical overlap from halogenated VOCs detected in samples and not TPH-g (Hart Crowser Quarterly Status Report, November 9, 1994.

# Summary of Groundwater Sample Analytical Data O'Reilly Auto Supply

# (Former Grand Auto Supply #43)

# 4240 East 14th Street, Oakland, California

Location	Date	PCE	TCE	cis-1,2 DCE	FREON 12	Chloroform	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	TPH-d	TPH-mo	Other VOCs	LUFT 5 Metals
		(µg/L)	$(\mu g/L)$	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	(µg/L)	$(\mu g/L)$	$(\mu g/L)$	(µg/L)	(µg/L)

<sup>6 -</sup> Upon laboratory review of chromatogram, TPH range is derived solely from chlorinated hydrocarbons (mostly PCE) detected in samples and not TPH-g range fuel pattern (McCampbell Analytical, Inc., written communication, February 21, 2012).

San Francisco Bay Regional Water Quality Control Board (RWQCB) Environmental Screening Levels (ESLs) for commercial/industrial land use where groundwater is a current or potential drinking water resource from Tables A, E-1 and F1a, *Users Guide: Derivation and Application of Environmental Screening Levels* - Interim Final December 2013.

(res) - Residential ESL; commercial/industrial ESL not established, sample soil gas instead

# SUMMARY OF SOIL VAPOR SAMPLE ANALYTICAL DATA O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43) OAKLAND, CALIFORNIA AllWest Project No. 15011.36

Part	Sample Number	Date	Sample Depth feet	Acetone	Benzene	1,3- Butadiene	Chloroform	Dichloro- difluoromethane	1,1- Difluoroethane**	Ethanol	Ethyl- benzene	Ethyl Acetate	4- Ethyltoluene	Helium** (Leak detect	Isopropyl Alcohol	4-Methyl-2 pentanone	Naphthalene	Propene	Tetrachloro- ethene	Toluene	Trichloro- ethene (TCE)	1,2,4- Trimethyl-		Xylenes (Total)*	Other VOCs
Secondary   Seco			bgs	μg/m <sup>2</sup>	μg/m <sup>2</sup>	μg/m <sup>3</sup>	μg/m <sup>2</sup>		μg/m <sup>3</sup>	μg/m <sup>2</sup>	μg/m <sup>3</sup>	μg/m³	μg/m <sup>3</sup>		•		μg/m <sup>2</sup>	μg/m <sup>2</sup>		μg/m <sup>2</sup>		. 3		μg/m²	μg/m <sup>3</sup>
No.   1.5	SVP-1	1/4/2012	5	ND <120	13	ND <4.5	ND <9.9	34	NA	1,600	28	46	18	NA	91***	•	ND <11	ND <88	270	81	ND <11	66		200	ND (varies)
No.   1.5	CVD 2	1/4/2012	5	ND <120	ND -6.5	ND <4.5	ND <0.0	51	NIA	200	62	21	22	NA	ND <50***	1.4	ND <11	ND <00	460	70	25	20	14	270	ND (varios)
STYC   14-2012   5   140   15   25   25   27   170   180   180   190	SVP-2	1/4/2012	3	ND <120	ND <0.3	ND <4.3	ND <9.9	31	NA NA	200	0.5	21	23	NA	ND <30****	14	ND<11	ND < 88	400	78	23	39	14	370	ND (varies)
No.	SVP-3	1/4/2012	5	ND <120	ND <6.5	ND <4.5	97	370	NA	170	22	15	22	NA	ND <50***	15	ND <11	ND <88	8,100	17	210	55	23	170	ND (varies)
No.	SVD 4	1/4/2012	5	140	15	28	28	170	NΑ	1.500	10	76	30	NA	Q0***	30	ND <11	770	550	42	ND <11	40	10	110	ND (varios)
NPF-1   1072/012   1   2.00   15   ND-45   ND-90   N	3 11 -4	1/4/2012	3	140	13	26	26	170	NA .	1,500	10	70	30	NA .	80***	30	ND <ii< td=""><td>770</td><td>330</td><td>42</td><td>ND<ii< td=""><td>47</td><td>16</td><td>110</td><td>(Varies)</td></ii<></td></ii<>	770	330	42	ND <ii< td=""><td>47</td><td>16</td><td>110</td><td>(Varies)</td></ii<>	47	16	110	(Varies)
Syp   1072012   24   120   18   No -45   No -4	SVP-5	1/4/2012	5	320	8.0	ND <4.5	ND <9.9	110	NA	1,900	17	250	32	NA	88***	47	11	470	4,600	31	51	55	19	120	ND (varies)
Syp   1072012   24   120   18   No -45   No -4	SVP-6	1/4/2012	5	ND <120	16	76	ND <0.0	ND <10	NΔ	340	14	40	17	NA	ND ~50***	20	ND <11	ND ~88	670	27	26	65	22	110	ND (varies)
SPP   1927/2012   cl   1.50   N	371-0	1/4/2012	3	ND <120	10	70	ND < 9.9	ND < 10	IVA	340	14	40	17	NA	ND C30***	20	ND <ii< td=""><td>ND &lt;86</td><td>070</td><td>21</td><td>20</td><td>03</td><td>22</td><td>110</td><td>(Varies)</td></ii<>	ND <86	070	21	20	03	22	110	(Varies)
SYP-10   1027/2012   ct   1,000   ND -000   NA   ND -050   NA   ND -050   NA   ND -050   ND -0																									Hexane 4,200,
SVP   10272012   1   1.50	SVP-7	10/27/2012	<1	220	15	ND <4.5	ND <9.9	ND <10	NA	ND <96	17	ND <19	ND <10	0.65	NA	ND <8.3	ND <11	ND <88	1,200	60	ND <11	32	15	88	
SYP-8   1027/2012   1   30   86   ND -015   ND -095   ND	SVD 7	4/10/2012	<b>~1</b>	1.400	ND <400	NA	ND -610	ND <620	4 400 000	ND <2 400	ND <540	NI A	ND <610	NA	N/A	ND <1.500	ND <6 600	NI A	070	700	ND <670	ND <1.900	ND <610	ND -540/-2 200*	` ′
SVP-11   479/2012   c1   ND c100   ND c84   NA   ND c85   NA   ND c85   NA   ND c85   ND c97   ND care	SVF-/	4/19/2013	<1	1,400	ND <400	IVA	ND <010	ND <020	4,400,000	ND <2,400	ND <340	INA	ND <010	INA	INA	ND <1,300	ND <0,000	INA	970	700	ND <070	ND <1,800	ND <010	ND <340/<2,200	ND (varies)
SVP-9   19/2013   1   200   200   ND < 10																-									` '
SVP-10   4192013   cl   1200   ND -160   NA   ND -240   ND -250   3,100,000   1,100   ND -220   NA   ND -250   ND	SVP-8	4/19/2013	<1	ND <190	ND <64	NA	ND <98	ND <99	640,000	ND <380	ND <87	NA	ND <98	NA	NA	ND <250	ND <1,000	NA	3,200	ND <75	ND <110	ND <290	ND <98	ND <87/<350*	ND (varies)
SVP-10 1027/2012 <1 1200 ND <160 NA ND <220 ND <250 3,100,000 1,100 ND <220 NA ND <220 NA ND <220 NA ND <220 NA ND <250 ND <260 NA ND <250 ND <270 ND	SVP-9	10/27/2012	<1	200	20	ND <4.5	ND <9.9	ND <10	NA	ND <96	ND <8.8	ND <19	ND <10	0.26	NA	ND <8.3	ND <11	ND <88	940	ND <7.7	ND <11	12	ND <10	ND <27	ND (varies)
SVP-10   1027/2012   1   1027/2012   1   120   10   ND <45   ND <99   16   NA   ND <50   ND <88   ND <19   ND <10   ND	g			4.000						4.400			) TD . 4.50		27.1		NT - 400	27.	150	0.1.0					730 (TBA), ND
SVP-10   1027/2012   1   1027/2012   1   10   10   ND < 4   ND < 5   ND < 9   ND < 10   ND < 9	SVP-9	4/19/2013	<1	1,200	ND <160	NA	ND <240	ND <250	3,100,000	1,100	ND <220	NA	ND <250	NA	NA	ND <610	ND <2,600	NA	650	910	ND <270	ND <740	ND <250	ND <220/<870*	
SVP-10 4/19/2013 <1 56 ND <19 NA 3.4 ND <3.0 7.9 ND <11 ND <2.6 NA ND <3.0 NA ND <3.0 NA ND <3.0 NA ND <3.0 ND <2.5 ND <3.0 ND <2.6 <11 ND <3.0 ND																									minto (ta ))
SVP-10 4/19/2013 <1 56 ND <1.9 NA 3.4 ND <3.0 ND <1.0	SVP-10	10/27/2012	<1	ND <120	7.8	ND <4.5	ND <9.9	16	NA	ND <96	ND <8.8	ND <19	ND <10	0.013	NA	ND <8.3	ND <11	ND <88	530	ND <7.7	ND <11	ND <10	ND <10	ND <27	` ′
SVP-11   1027/2012   1   130   10   ND <																									
SVP-11   1027/2012   1   130   10   ND < 4.5   ND < 9.9   ND < 10   NA   ND < 8.8   ND < 19   ND < 10   ND < 8.8   ND < 19   ND < 10   ND < 8.8   ND < 11   ND < 8.8   ND < 10   ND < 7.7   18   ND < 10   ND < 7.7   ND (varies)   ND (varies)   ND < 7.7   ND (varies)   ND < 7.7   ND	SVP-10	4/19/2013	<1	56	ND <1.9	NA	3.4	ND <3.0	7.9	ND <11	ND <2.6	NA	ND <3.0	NA	NA	ND <7.4	ND <32	NA	700	ND <2.3	ND <3.3	ND <8.9	ND <3.0	ND <2.6/<11*	, ,
SVP-12																									vary)
SVP-12 1027/2012 <1 130 10 ND <4.5 ND <9.9 ND <10 NA	SVP-11	10/27/2012	<1	120	10	ND <4.5	ND <9.9	ND <10	NA	220	ND <8.8	ND <19	ND <10	0.020	NA	ND <8.3	ND <11	ND <88	740	ND <7.7	18	ND <10	ND <10	ND <27	ND (varies)
SVP-12   10/27/2012   4.1   130   10   ND <4.5   ND <9.9   ND <10   NA   NA   NA   NA   NA   NA   NA   N	SVP-11	4/19/2013	<1	ND <190	ND <64	NA	ND <98	ND <99	2,500,000	ND <380	ND <87	NA	ND <98	NA	NA	ND <250	ND <1,000	NA	590	ND <75	ND <110	ND <290	ND <98	ND <87/<350*	
SVP-12   10/27/2012   1   130   10   ND <4.5   ND <9.9   ND <10   NA   ND <9.6   ND <8.8   ND <19   ND <10   0.82   NA   ND <8.3   ND <11   ND <8.3   ND <11   ND <8.8   1,700   ND <7.7   39   ND <10   ND <10   ND <10   ND <2.7   methylene chloride 19, others ND (varies)   ND <10																	·								vary
SVP-12-He 1027/2012 ambient NA																									Hexane 560,
SVP-12-He 10/27/2012 ambient NA	SVP-12	10/27/2012	<1	130	10	ND <4.5	ND <9.9	ND <10	NA	ND <96	ND <8.8	ND <19	ND <10	0.82	NA	ND <8.3	ND <11	ND <88	1,700	ND <7.7	39	ND <10	ND <10	ND <27	•
SVP-12 4/19/2013 <1 ND <190 ND <64 NA ND <98 ND <99 1,500,000 ND <380 ND <87 NA ND <98 NA																									
SVP-12 4/19/2013 <1 ND <190 ND <04 NA ND <05 ND <07 ND <10 ND <250	SVP-12-He	10/27/2012	ambient	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	90	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SVP-12-DFA         4/19/2013         ambient         NA         NA<	SVD 12	4/10/2012	<b>~1</b>	ND <100	ND -64	NA	ND <08	ND <00	1 500 000	ND <290	ND -97	NI A	ND <09	NA	NA	ND <250	ND <1.000	NI A	2 200	ND -75	ND <110	ND <200	ND <08	ND -97/-250*	ND, reporting limits
SVP-13 9/20/2013 0.5 59 ND <1.6 NA ND <2.4 17 ND <5.4*** 170 ND <2.2 NA ND <2.5 ND <0.0573 ND <12*** ND <6.1 ND <6.1 ND <6.6 NA 1,600 11 ND <2.7 ND <7.4 ND <7.4 ND <2.5 ND <2.2/<8.7* ND, reporting limits vary  SVP-13 3/14/2014 0.5 12 ND <1.6 NA ND <2.5 170 NA 12 ND <2.2 NA ND <2.5 ND <0.0100 NA ND <6.3 ND <7.7 NA 1.400 2.5 ND <7.5 ND <7.5 ND <7.5 ND <2.2/<8.9* ND, reporting limits vary									, ,								· ·		, , , , , , , , , , , , , , , , , , ,						
SVP-13 9/20/2013 0.5 39 ND <1.6 NA ND <2.4 1/ ND <5.4**** 1/0 ND <2.2 NA ND <2.5 ND <1.6 NA ND <2.5 ND <2.2 NA ND <2.5 ND <0.0100 NA ND <2.5 ND <0.0100 NA ND <2.5 ND <2.7 ND <7.5 ND <2.7 ND <7.5 ND <2.5 ND <2.2/8.9* ND, reporting limits	5 VI -12-DI'A	+/1 <i>J</i> /2013	amorent	11/1	11/1	11/4	11/1	11/1	2,000,000	14/4	14/4	11/7	1474	11/1	11/71	IVA	IVA	11/7	14/4	11/7	14/4	14/4	11/4	11/7	
SVP-13 3/14/2014 0.5 12 ND < 1.6 NA ND < 2.5 170 NA 12 ND < 2.2 NA ND < 2.5 ND < 0.0100 NA ND < 6.3 ND < 7 NA 1.400 2.5 ND < 7.5 ND < 7.6	SVP-13	9/20/2013	0.5	59	ND <1.6	NA	ND <2.4	17	ND <5.4***	170	ND <2.2	NA	ND <2.5	0.0573	ND <12***	ND <6.1	ND <26	NA	1,600	11	ND <2.7	ND <7.4	ND <2.5	ND <2.2/<8.7*	
Vary	SVP-13	3/14/2014	0.5	12	ND <1.6	NΔ	ND <2.5	170	NΔ	12	ND <2.2	NΔ	ND <2.5	ND <0.0100	NΔ	ND-63	ND-27	NΔ	1.400	2.5	ND-2.7	ND<7.5	ND<2.5	ND<2 2/8 9*	ND, reporting limits
	5 41-13	J/ 17/ 2014	0.5	12	110 <1.0	11//1	110 \2.3	170	144	12	110 <2.2	11/7	110 (2.3	11D <0.0100	14/4	110/0.3	110/2/	11/1	1,+00	۷.3	110<2.7	110<1.3	110<2.3	110~2.2/0.3	vary

# SUMMARY OF SOIL VAPOR SAMPLE ANALYTICAL DATA O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43) OAKLAND, CALIFORNIA AllWest Project No. 15011.36

1.2.4-Dichloro-4-Methyl-2-Tetrachloro-Trichloro 1.3.5-Helium\*\* Isopropyl 1,3-1,1-Ethyl-Ethyl Benzene Chloroform ifluoromethane Ethanol Alcohol pentanone Naphthalene Propene ethene Toluene ethene Trimethyl-Trimethyl-Xylenes (Total)\* Other VOCs Acetone (Leak detect Sample Number Date Depth feet utadien uoroethane benzene Acetate Ethyltolue  $\mu g/m^3$  $\mu g/m^3$  $\mu g/m^3$ (Freon 12) (IPA)\*\* (MIBK) (PCE) (TCE) benzene benzene μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> gas) μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> (% v/v)  $\mu g/m^3$  $\mu g/m^3$ μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> μg/m<sup>3</sup> ND, reporting limits SVP-14 9/20/2013 0.5 ND <240 ND <81 NA ND <120 ND <130 31,000\*\*\* ND <480 ND <110 NA ND <130 0.114 ND <630\*\*\* ND <310 ND <1,300 NA 2,000 ND <96 ND <140 ND <380 ND <130 ND <110/<440\* vary 2-Butanone 6.5, 1,1,1-ND < 2.5/ND SVP-14 3/14/2014 0.5 19 2.7 ND <2.8 130 NA ND <11 ND <2.5 ND < 2.8 ND < 0.0100 ND < 7.0 ND <30 2,200 ND <8.4 ND < 2.8 NA NA NA NA 3.8 3.4 trichloroethane 3.3, <9.9\* others ND, reporting limits vary SVP-14-He Leak 3/14/2014 ambient NA 11.2 NA NA NA NA NA NA NA NA 2-Butanone 15, tertbutyl alcohol (TBA) 13\*\*\* SVP-15 9/20/2013 0.5 86 ND < 3.0 130 4.5 0.0394 ND <15\*\*\* ND < 7.4 ND <3.2 ND <8.8 3.5 8.9/32\* 49 NA ND <2.9 41 NA ND <31 NA 4.8 110 11, others ND, reporting limits vary SVP-15-He Leak 9/20/2013 ambient NA NA NA NA 36.3 NA Detect 2-Butanone 9.5, ND < 2.4/ND SVP-15 3/14/2014 0.5 31 ND <1.8 NA ND <2.7 ND < 2.7 NA ND <10 ND < 2.4 NA ND < 2.7 ND < 0.0100 NA ND < 6.8 ND <29 NA 14 4.0 5.1 8.2 ND < 2.7 others ND, <9.6\* reporting limits vary SVP-16 9/17/2013 45 33 22 ND <5.4\*\*\* 19 14 5 10 NA SVP-17 9/16/2013 5 52 17 ND <2.4 5.0 ND <5.4\*\*\* ND < 9.4 14 NA

SVP-17-He Leak

Detect

SVP-18

SVP-19

SVP-19-He Leak

Detect

SVP-20

9/16/2013

9/17/2013

9/17/2013

9/17/2013

9/18/2013

ambient

5

ambient

5

NA

36

37

NA

64

NA

16

35

NA

13

NA

NA

NA

NA

NA

NA

ND < 2.6

ND < 2.4

NA

ND < 2.7

NA

200

35

NA

9.8

NA

ND <5.7\*\*\*

ND <5.4\*\*\*

NA

ND < 5.9

NA

ND <10

ND < 9.4

NA

29

14	NA	4.5	0.0264	ND <12***	ND <6.1	ND <26	NA	10,000	62	200	15	5.0	28/50*	2-Butanone 4.8, others ND, reporting limits vary
14	NA	5.7	0.0120	15***	ND <6.1	ND <26	NA	570	58	25	21	7.8	18/48*	2-Butanone 8.6, carbon disulfide 14, others ND, reporting limits vary
NA	NA	NA	18.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
3.3	NA	ND <2.6	0.0146	ND <13***	ND <6.5	ND <28	NA	16,000	15	97	8.5	ND <2.6	5.5/13*	2-Butanone 7.0, carbon disulfide 9.9, others ND, reporting limits vary
34	NA	12	0.0146	ND <12***	11	ND <26	NA	3,300	100	9.3	33	18	38/110*	2-Butanone 9.5, carbon disulfide 32, chloromethane 1.1, others ND, reporting limits vary
NA	NA	NA	21.0	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
12	NA	5.2	NA	ND <13***	70	ND <29	NA	3,000	57	7.3	16	4.5	15/45*	2-Butanone 10, carbon disulfide 8.9, others ND, reporting limits vary
		Page 2	of 5											

# SUMMARY OF SOIL VAPOR SAMPLE ANALYTICAL DATA O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43) OAKLAND, CALIFORNIA AllWest Project No. 15011.36

Sample Number	Date	Sample Depth feet bgs	Acetone μg/m³	Benzene µg/m³	1,3- Butadiene µg/m³	Chloroform µg/m³	Dichloro- difluoromethane (Freon 12) µg/m³	1,1- Difluoroethane** µg/m³	Ethanol μg/m³	Ethyl- benzene μg/m³	Ethyl Acetate μg/m³	4- Ethyltoluene μg/m³	Helium** (Leak detect gas) (% v/v)	Isopropyl Alcohol (IPA)** µg/m <sup>3</sup>	4-Methyl-2- pentanone (MIBK) μg/m <sup>3</sup>	Naphthalene μg/m³		Tetrachloro- ethene (PCE) µg/m³	Toluene μg/m³	Trichloro- ethene (TCE) µg/m <sup>3</sup>	1,2,4- Trimethyl- benzene µg/m³	1,3,5- Trimethyl- benzene µg/m³	Xylenes (Total)* μg/m³	Other VOCs µg/m³
SVP-21	9/17/2013	5	34	8.1	NA	18	22	ND <5.4***	29	7.7	NA	3.3	0.0171	ND <12***	ND <6.1	ND <26	NA	9,200	34	250	12	3.7	8.6/27*	2-Butanone 6.7, others ND, reporting limits vary
SVP-22	9/17/2013	5	90	86	NA	ND <2.4	2.7	ND <5.4***	32	69	NA	24	0.0145	ND <12***	16	ND <26	NA	27	320	25	190	69	61/140*	2-Butanone 21, carbon disulfide 19, chlorobenzene 4.6, cis-1,2- dichloroethene 3.8, styrene 11, others ND, reporting limits
SVP-23	9/18/2013	5	26	20	NA	3.3	2.9	ND <5.4***	ND <9.4	16	NA	11	0.0188	ND <12***	ND <6.1	ND <26	NA	900	41	210	38	11	24/55*	2-Butanone 5.1, carbon disulfide 11, cis-1,2- dichloroethene 13, others ND, reporting limits vary
SVP-24	9/18/2013	5	47	58	NA	19	8.8	5.7***	ND <9.7	75	NA	26	0.0156	ND <13***	10	ND <27	NA	5,700	230	100	75	31	74/220*	2-Butanone 11, carbon disulfide 13, others ND, reporting limits vary
SVP-25	9/19/2013	5	ND <14	210	NA	ND <7.1	ND <7.2	ND <16	ND <27	140	NA	31	NA	ND <36***	31	ND <76	NA	77	720	ND <7.8	87	39	130/470*	1,1,1- trichloroethane 24, others ND, reporting limits vary
SVP-26	9/19/2013	5	ND <4.8	41	NA	ND <2.4	ND <2.5	ND <5.4	ND <9.4	16	NA	4.3	NA	ND <12***	10	ND <26	NA	470	40	17	13	4.6	12/33*	Carbon disulfide 41, others ND, reporting limits vary
SVP-27	9/19/2013	5	130	14	NA	ND <3.2	ND <3.2	ND <7.1***	28	10	NA	4.2	0.0204	ND <16***	9.8	ND <34	NA	8,400	41	31	16	4.3	13/39*	Carbon disulfide 8.9, others ND, reporting limits vary
SVP-28	9/19/2013	5	ND <5.8	22	NA	6.9	ND <3.0	ND <6.6***	17	12	NA	5.0	0.0380	ND <15***	12	ND <32	NA	11,000	70	140	17	5.3	15/43*	2-Butanone 14, carbon disulfide 8.6, cis-1,2- dichloroethene 2.9, 1,1,1- trichloroethene 3.6, others ND, reporting limits vary

# SUMMARY OF SOIL VAPOR SAMPLE ANALYTICAL DATA O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43) OAKLAND, CALIFORNIA AllWest Project No. 15011.36

Sample Number	Date	Sample Depth feet bgs	Acetone μg/m³	Benzene µg/m³	1,3- Butadiene µg/m³	Chloroform µg/m³	Dichloro- difluoromethane (Freon 12) µg/m³	1,1- Difluoroethane** µg/m³	Ethanol μg/m³	Ethyl- benzene μg/m³	Ethyl Acetate μg/m³	4- Ethyltoluene µg/m³	Helium** (Leak detect gas) (% v/v)	Isopropyl Alcohol (IPA)** µg/m³	4-Methyl-2- pentanone (MIBK) µg/m <sup>3</sup>	Naphthalene μg/m³	Propene µg/m³	Tetrachloro- ethene (PCE) µg/m³	Toluene μg/m³	Trichloro- ethene (TCE) µg/m³	1,2,4- Trimethyl- benzene µg/m³	1,3,5- Trimethyl- benzene µg/m³	Xylenes (Total)* μg/m³	Other VOCs µg/m³
SVP-29	9/19/2013	5	120	14	NA	ND <3.2	ND <3.2	ND <7.0***	19	12	NA	ND <3.2	0.0157	ND <16***	ND <8.0	ND <34	NA	550	27	ND <3.5	13	3.5	14/40*	2-Butanone 22, others ND, reporting limits vary
SVP-30	9/18/2013	5	96	13	NA	ND <2.4	230	250	16	6.0	NA	ND <2.5	NA	ND <12***	ND <6.1	ND <26	NA	8.5	21	ND <2.7	8.2	ND <2.5	8.5/22*	2-Butanone 23, chloromethane 5.0, others ND, reporting limits vary
SVP-31	9/18/2013	5	620	130	NA	ND <3.1	12	3,800	71	210	NA	17	NA	ND <15	29	ND <33	NA	32	260	ND <3.4	48	16	230/700*	2-Butanone 140, carbon disulfide 130, 2-hexanone 17, styrene 26, vinyl acetate 15, others ND, reporting limits vary
SVP-31-DFA Leak Detect	9/18/2013	ambient	NA	NA	NA	NA	NA	17,000,000	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
SVP-32	9/16/2013	5	310	130	NA	3.7	1,100	ND <6.0***	77	88	NA	24	0.0332	ND <14***	14	ND <29	NA	12	380	3.4	69	28	98/290*	2-Butanone 54, carbon disulfide 16, chloromethane 1.2, others ND, reporting limits vary
ESL	Commercia	al Soil Gas	140,000,000	420	NL	2,300	NL	NL	NL	4,900	NL	NL	NL	NL	13,000,000	360	NL	2,100	1,300,000	3,000	NL	NL	440,000	methylene chloride 26,000, chlorobenzene 4,400,000, chloromethane 390,000, cis-1,2- dichloroethene 31,000, styrene 3,900,000, 1,1,1- trichloroethane 22,000,000, others vary or NL
ESL	Commercial	l Indoor Air	140,000	0.42	NL	2.3	NL	NL	NL	4.9	NL	NL	NL	NL	13,000	0.36	NL	2.1	1,300	3.0	NL	NL	440	methylene chloride 26, chlorobenzene 4,400, chloromethane 390, cis-1,2- dichloroethene 31, styrene 3,900, 1,1,1- trichloroethane 22,000, others vary or NL

# SUMMARY OF SOIL VAPOR SAMPLE ANALYTICAL DATA O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43) OAKLAND, CALIFORNIA AllWest Project No. 15011.36

Sample I	Number	Date	Sample Depth feet bgs	Acetone μg/m³	Benzene μg/m³	1,3- Butadiene µg/m³	Chloroform µg/m³	Dichloro- difluoromethane (Freon 12) µg/m³	1,1- Difluoroethane** µg/m³	Ethanol μg/m³	Ethyl- benzene µg/m³	Ethyl Acetate μg/m³	4- Ethyltoluene μg/m³	Helium** (Leak detect gas) (% v/v)		4-Methyl-2- pentanone (MIBK) μg/m <sup>3</sup>	Naphthalene μg/m³		Tetrachloro- ethene (PCE) µg/m³	Toluene μg/m³	Trichloro- ethene (TCE) µg/m³		1,3,5- Trimethyl- benzene µg/m³	Xylenes (Total)* μg/m³	Other VOCs µg/m³
DTSC S Screenin	ub-Slab	Commercial / 0.05 s attenuation	ub-slab	2,800,000	8.4	NL	46	NL	NL	NL	98	NL	NL	NL	NL	260,000	7.2	NL	42	26,000	60	NL	NL	8,800	methylene chloride 520, chlorobenzene 88,000, chloromethane 7,800, cis-1,2- dichloroethene 620, styrene 78,000, 1,1,1- trichloroethane 440,000, others vary or NL
AllWes Specific S Screenin	Sub-Slab	Commercial / 0.00072	sub-slab	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	NL	2,917	NL	4,167	NL	NL	NL	NL

Notes	

Separate reporting limits for o-xylene and m,p-xylene; o-xylene / m,p-xylene values reported separately where characterized by lab analytical report, combined where total xylenes reported

VOCs Volatile Organic Compounds by EPA Method TO-15, Calscience Environmental Laboratories, Inc., Garden Grove, CA (4/29/13), McCampbell Analytical, Inc., Pittsburg, CA (other dates)

TBA Tertiary butyl alcohol

 $\mu g/m^3$  Micrograms per cubic meter = 0.001 micrograms per liter

ND Not detected at or below laboratory reporting limit

NA Not Analyzed

NL Not Listed

\*\* Leak detection gas or agent

\*\*\* Leak detection agent analyzed, but not used for this sample

**Bold Font** Detected values exceed regulatory screening levels.

Environmental Screening Level (User's Guide: Derivation and Application of Environmental Screening Levels, For Evaluation Of Potential Vapor Intrusion Concerns, Commercial/Industrial Land

ESL Use

DTSC Sub-Slab Screening level Based on Appendix B, DTSC 2011 Vapor Intrusion Guidance = Indoor Air ESL/Subslab Attenuation Factor (commercial = 0.05)

AllWest Sub-

Slab Screening Based on Appendix B, DTSC 2011 Vapor Intrusion Guidance = Indoor Air ESL/Subslab Attenuation Factor, using AllWest-derived site specific sub-slab attenuation factor (90th percentile) of 0.00072.

level

# SUMMARY OF INDOOR AIR QUALITY SAMPLE ANALYTICAL DATA

# O'REILLY AUTO SUPPLY (FORMER GRAND AUTO SUPPLY #43)

4240 INTERNATIONAL BOULEVARD OAKLAND, CALIFORNIA

AllWest Project No. 15011.36

Sample ID	Sample Date	Location	Tetrachloro- ethylene (PCE) (µg/m³)	1,1,2- Trichloro- 1,2,2- Trifluoro- ethane (µg/m³)	1,1- Difluro- ethane (µg/m³)	1,2,4- Trimethyl- benzene (µg/m³)	1,2- Dichloro- ethane (1,2 DCA) (µg/m³)	1,3,5- Trimethyl- benzene (µg/m³)	4-Ethyl- toluene (μg/m³)	Benzene (μg/m³)	c-1,2- Dichloro- ethene (cis-1,2- DCE) (µg/m³)	Carbon tetrachloride (µg/m³)	Chloroform (μg/m³)	Chloro- methane (µg/m³)	Dichlorodifluro- methane (μg/m³)	Ethyl- benzene (μg/m³)	Methylene Chloride (μg/m³)	o-Xylene (μg/m³)	p/m-Xylene (µg/m3)	Toluene (µg/m3)	Trichloro- ethene (TCE) (µg/m3)	Trichloro- fluoro- methane (µg/m3)	Other VOCs (µg/m³)
OAA-1	8/27/2013- 8/28/2013	Building roof	ND <0.17	0.59	0.49	0.37	ND <0.10	ND <0.12	0.13	0.57	ND <0.099	0.63	0.20	1.1	2.8	0.40	0.28	0.48	1.4	2.2	ND <0.13	1.4	ND, reporting limits vary
OAA-1	3/14/2014	Building roof	ND <0.17	0.21	0.081	0.24	ND <0.10	ND <0.12	ND <0.12	0.38	ND <0.099	0.19	ND <0.12	0.36	0.69	0.23	0.17	0.29	0.82	1.7	ND <0.13	0.36	ND, reporting limits vary
IAQ-1	8/27/2013- 8/28/2013	Main store area	0.74	0.62	0.70	1.7	ND <0.10	0.50	0.55	1.2	ND <0.099	0.67	0.13	1.3	2.7	1.6	1.7	1.6	4.2	13	0.44	1.7	ND, reporting limits vary
IAQ-1	3/14/2014	Main store area	0.35	0.55	0.29	2.2	ND <0.10	0.64	0.63	1.6	ND <0.099	0.59	ND <0.12	1.2	2.1	2.2	2.6	2.6	7.8	18	ND <0.13	2.9	ND, reporting limits vary
IAQ-2	8/27/2013- 8/28/2013	Restroom	1.2	0.62	0.82	1.8	ND <0.10	0.59	0.65	1.1	0.14	0.68	0.34	1.4	3.0	1.7	1.3	2.0	5.3	13	1.6	1.7	ND, reporting limits vary
IAQ-2	3/14/2014	Restroom	0.37	0.56	0.54	2.8	0.20	0.81	0.81	1.8	ND <0.099	0.54	0.23	1.0	1.9	2.6	2.9	3.4	9.6	19	ND <0.13	4.5	ND, reporting limits vary
IAQ-3	8/27/2013- 8/28/2013	Stockroom	0.28	0.61	0.82	2.1	0.23	0.63	0.74	0.99	ND <0.099	0.62	0.13	1.2	2.9	1.7	1.3	2.1	5.6	13	ND <0.13	1.6	ND (varies)
IAQ-3	3/14/2014	Stockroom	0.34	0.52	0.56	0.44	ND <0.10	ND <0.12	0.15	0.98	ND <0.099	0.49	ND <0.12	0.98	1.7	0.53	1.6	0.58	1.6	4.1	ND <0.13	1.4	ND, reporting limits vary
IAQ-4	8/27/2013- 8/28/2013	Storeroom / former car wash area	0.24	0.63	0.80	2.3	ND <0.10	0.70	0.76	1.0	ND <0.099	0.66	ND <0.12	1.1	3.0	1.4	1.2	1.8	4.8	11	ND <0.13	1.4	ND, reporting limits vary
IAQ-4	3/14/2014	Storeroom / former car wash area	0.30	0.57	0.48	2.6	0.11	0.70	0.80	1.8	ND <0.099	0.68	0.13	1.1	1.8	3.1	1.2	3.7	12	19	ND <0.13	20	ND, reporting limits vary
SFRWQCB ES			2.1	NL	NL	NL	0.58	NL	NL	0.42	31	0.29	2.3	390	NL	4.9	26	440 (total xylenes)	440 (total xylenes)	1,300	3.0	NL	vary or NL

# Notes:

Analytical method TO-15 SIM, reported by Calscience Analytical Laboratories, Inc., Garden Grove, CA

 $\mu g/m^3 = micrograms \ per \ cubic \ meter$ 

PCE = tetrachloroethene

VOCs = volatile organic compounds

IAQ = Indoor Air Quality sample, 24-hour sampling interval (8/27/2013-8/28/2013), 8-hour sampling interval (3/14/2014)

OAA = Outdoor Ambient Air Control sample, 24-hour sampling interval (8/27/2013-8/28/2013), 8-hour sampling interval (3/14/2014)

ND = Not detected above the listed reporting limit

NL = Not listed

Bold Font = Detected values exceed regulatory screening levels.

SFRWQCB ESLs = Regional Water Quality Control Board, San Francisco Bay Region, User's Guide: Derivation and Application of Environmental Screening Levels, Table E. Environmental Screening Levels (ESLs), Indoor Air and Soil Gas (Vapor Intrusion Concerns), Commercial/Industrial Land Use, Interim Final - December 2013.

# **APPENDIX A**



# APPLICATION FOR AUTHORIZATION TO USE

REPORT TIT	LE: SITE MANAC	EMENT PLAN
		Parts (Former Grand Auto #43) itional Boulevard fornia
PROJECT NU	<b>MBER:</b> 15011.36	
То:	AllWest Envir 2141 Mission San Francisco	Street, Suite 100
From (Applican	nt):	
		identify name and address of person/entity ermission to use or copy this document)
Ladies and Gen	tlemen:	
Applicant state findings and co		ed the report and had the opportunity to discuss with AllWest the report's methodology
	by applies for permission to re nich you wish to rely upon the	y upon AllWest's work product, as described above, for the purpose of (state here the work product):
in the Terms ar subject to the li this letter to us	nd Conditions attached to the r imitations stated in the Agreen along with the applicable fees	est work product under the strict understanding that Applicant is bound by all provision eport. Every report, recommendation, finding, or conclusion issued by AllWest shall be nent and subject report(s). If this is agreeable, please sign below and return one copy of Upon receipt and if acceptable, our signed letter will be returned. AllWest may equire additional re-use fees or terms.
we will reissue		payable in advance, will apply. If desired, for an additional \$150 report reproduction feapplicant; the report date, however, will remain the same. All checks will be returned if
	REQUESTED BY	APPROVED BY
_	Applicant Company	AllWest Environmental, Inc.
	Print Name and Title	Print Name and Title
	Signature and Date	Signature and Date

7/31/13 Page 1 of 4

# GENERAL CONDITIONS TO THE WORK AUTHORIZATION AGREEMENT

It is hereby agreed that the Client retains AllWest to provide services as set forth in the Work Authorization attached hereto (the "Work"). This contract shall be controlled by the following terms and conditions, and these terms and conditions shall also control any further assignments performed pursuant to this Work Authorization. Client's signature on this Work Authorization constitutes Client's agreement to the all terms to this contract, including these General Conditions.

## **FEES AND COSTS**

1. AllWest shall charge for work performed by its personnel at the rates identified in the Work Authorization. These rates are subject to reasonable increases by AllWest upon giving Client 30 days advance notice. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services (defined below) under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone and other related expenses, as well as the costs of reproduction of all drawings for the Client's use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors, and soil and other materials testing. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to AllWest shall be invoiced by AllWest on the basis of cost plus twenty percent (20%). Automobile travel reimbursement shall be at the rate of fifty- eight cents (\$0.58) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.1 times the direct cost to AllWest. Reimbursable costs will be charged to the client only as outlined in the Work Authorization if the scope of work is for Phase I Environmental Site Assessment, Property Condition Assessment, Seismic Assessment or ALTA survey. Invoices for work performed shall be submitted monthly. Payment will be due upon receipt of invoice. Client shall pay interest on the balance of unpaid invoices which are overdue by more than 30 days, at a rate of 18% per annum as well as all attorney fees and costs incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its sole discretion.

# STANDARD OF CARE

2. AllWest will perform its work in accordance with the standard of care of its industry, as it is at the time of the work being performed, and applicable in the locale of the work being performed. AllWest makes no other warranties, express or implied regarding its work.

## **LIMITATION OF REMEDIES**

3. Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by AllWest, and/or its employees or agents, for any and all claims arising from AllWest's services, shall be \$50,000 or its fees, whichever is greater.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, AllWest may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to AllWest. Any such agreed increase in fee and limitation of remedies amount must be memorialized by written agreement which expressly amends the terms of this clause.

As used in this section, the term "limitation of remedies" shall apply to claims of any kind, including, but not limited to, claims brought in contract, tort, strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to AllWest's services or the services of AllWest's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). AllWest shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever. Client & AllWest have specifically negotiated this limitation.

# **INDEMNIFICATION**

4. Notwithstanding any other provision of this Agreement, Client agrees, to the fullest extent permitted by law, to waive any claim against, release from any liability or responsibility for, and , indemnify and hold harmless AllWest, its employees, agents and sub-consultants (collectively, Consultant) from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney's fees and defense costs, arising or alleged to arise out of or to be in any way connected with the Project or the performance or non-performance of Consultant of any services under this Agreement, excepting only any such liabilities determined by a court or other forum of competent jurisdiction to have been caused by the negligence or willful misconduct of Consultant. This provision shall be in addition to any rights of indemnity that Consultant may have under the law and shall survive and remain in effect following the termination of this Agreement for any reason. Should any part of this provision be determined to be unenforceable, AllWest and Client agree that the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend AllWest shall arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

# **MEDIATION & JUDICIAL REFERENCE**

5. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client & AllWest agree that all such disputes shall be submitted to non-binding mediation, using a mutually agreed upon mediation service experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a condition precedent to the initiation of any other adjudicative proceedings. It is further agreed that any dispute that is not settled pursuant to such mediation shall be adjudicated by a court appointed referee in accordance with the Judicial Reference procedures as set forth in California Code of Civil Procedure Section 638 et seq. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this agreement.

The parties further agree to include a similar mediation, Judicial Reference & waiver of jury trial provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

## **HAZARDOUS WASTE**

6. Client acknowledges that AllWest and its sub-contractors have played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist, and that AllWest has been retained for the sole purpose of performing the services set out in the scope of work within this Agreement, which may include, but is not necessarily limited to such services as assisting the Client in assessing any problem which may exist and in assisting the

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Client in formulating a remedial program. Client acknowledges that while necessary for investigations, commonly used exploration methods employed by AllWest may penetrate through contaminated materials and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout or other means, according to a state of practice design is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings of performing other exploration methods in a hazardous waste site.

AllWest will not sign or execute hazardous waste manifests or other waste tracking documents on behalf of Client unless Client specifically establishes AllWest as an express agent of Client under a written agency agreement approved by AllWest. In addition, Client agrees that AllWest shall not be required to sign any documents, no matter requested by whom, that would have the effect of AllWest providing any form of certification, guarantee, or warranty as to any matter or to opine on conditions for which the existence AllWest cannot ascertain. Client also agrees that it shall never seek or otherwise attempt to have AllWest provide any form of such certification, guarantee or warranty in exchange for resolution of any disputes between Client and AllWest, or as a condition precedent to making payment to AllWest for fees and costs owing under this Agreement.

Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter, arranger or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake and arrange for the removal, treatment, storage, disposal and/or treatment of hazardous material and investigation derived waste (such as drill cuttings) and further, assumes full responsibility for such wastes to the complete exclusion of any responsibility, duty or obligation upon AllWest. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

# **FORCE MAJUERE**

7. Neither party shall be responsible for damages or delays in performance under this Agreement caused by acts of God, strikes, lockouts, accidents or other events or condition (other than financial inability) beyond the other Party's reasonable control.

## **TERMINATION**

8. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party substantially fail to perform in accordance with its duties and responsibilities as set forth in this Agreement and such failure to perform is through no fault of the party initiating the termination. Client agrees that if it chooses to terminate AllWest for convenience, and AllWest has otherwise satisfactorily performed its obligations under this Agreement to that point, AllWest shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if AllWest shall have completed more than eighty percent of the Work at the time of said termination, AllWest shall be compensated as provided in the Work Authorization for all services performed prior to the termination date which fall within the scope of work described in the Work Authorization and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client, and Client agrees to pay AllWest's reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

Upon notice of termination by Client to AllWest, AllWest may issue notice of such termination to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project, and take such other actions as are reasonably necessary in order to give notice that AllWest is no longer associated with the Project and to protect AllWest from claims of liability from the work of others.

## **DOCUMENTS**

9. Any documents prepared by AllWest, including, but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are instruments of service and shall remain the property of AllWest and AllWest retains copyrights to these instruments of service. AllWest grants to Client a non-exclusive license to use these instruments of service for the purpose of completing and maintaining the Project. The Client shall be permitted to retain a copy of any instruments of service, but Client expressly agrees and acknowledges that the instruments of service may not be used by the Client on other projects, or for any other purpose, except the project for which they were prepared, unless Client first obtains a written agreement expanding the license to such use from AllWest, and with appropriate compensation to AllWest. Client further agrees that such instruments of service shall not be provided to any third parties without the express written permission of AllWest.

Client shall furnish, or cause to be furnished to AllWest all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials or waste at, on or under the site. In addition, Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by AllWest for proper performance of its services. IF Client fails to provide AllWest with all hazardous material subject matter reports including geotechnical assessments in its possession during the period that AllWest is actively providing its services (including up to 30 days after its final invoice), Client shall release AllWest from any and all liability for risks and damages the Client incurs resulting from its reliance on AllWest's professional opinion. AllWest shall be entitled to rely upon Client - provided documents and information in performing the services required in this Agreement; however, AllWest assumes no responsibility or liability for the accuracy or completeness of Client-provided documents. Client-provided documents will remain the property of the Client.

# **ACCESS TO PROJECT**

10. Client grants to AllWest the right of access and entry to the Project at all times necessary for AllWest to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to AllWest for the purpose of AllWest's performance of the Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of AllWest upon reasonable proof of association with AllWest. Client's failure to provide such timely access and permission shall constitute a material breach of this Agreement excusing AllWest from performance of its duties under this Agreement.

# **CONFIDENTIAL INFORMATION**

11. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and AllWest may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the

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research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information of the other party is a special, valuable and unique asset of that party, and each of the Parties agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. AllWest further agrees that it will not sell, distribute or disclose information or the results of any testing obtained by AllWest during the performance of the Work without the prior written approval of Client unless required to do so by federal, state or local statute, ordinance or regulation.

## INDEPENDENT CONTRACTOR

12. Both Client and AllWest agree that AllWest is an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by AllWest in connection with the Work are the agents, employees or subcontractors of AllWest and not of Client. Accordingly, AllWest shall be responsible for payment of all taxes arising out of AllWest's activities in performing the Work under this Agreement.

### **ENTIRE AGREEMENT**

13. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes and replaces in its entirety all prior and contemporaneous proposals, agreements, representations and understandings of the Parties. The Parties have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act.

## **INTEGRATION**

14. This is a fully integrated Agreement. The terms of this Agreement may be modified only by a writing signed by both Parties. The terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or AllWest but shall be interpreted in accordance with the general meaning of the language in an effort to reach the intended result.

### MODIFICATION / WAIVER / PARTIAL INVALIDITY

15. Failure on the part of either party to complain of any act or omission of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or its application be unenforceable to any extent, the Parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

# **INUREMENT / TITLES**

16. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective heirs, executors, legal representatives, successors and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of any paragraph. , et al., incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

# **AUTHORITY**

17. Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture, limited liability company or a partnership, the signatories below warrant that said entity is properly and duly organized and existing under the laws of the state of its formation and pursuant to the organizational and operating document of the entity, and the laws of the state of its formation, said signatory has authority act on behalf of and commit the entity to this Agreement.

# **COUNTERPARTS**

18. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document.

## THIRD PARTY BENEFICIARIES / CONTROLLING LAW

19. There are no intended third party beneficiaries of this Agreement. The services, data & opinions expressed by AllWest are for the sole use of the client, are for a particular project and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California and any action by either party to enforce this Agreement shall be brought in San Francisco County, California.

## TIME BAR TO LEGAL ACTION

20. Any legal actions by either party against the other related to this Agreement, shall be barred after one year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two years have passed from the date by which AllWest completes its services.

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