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**SOIL AND GROUNDWATER INVESTIGATION  
WORK PLAN ADDENDUM**

*Kragen Auto Supply  
(Former Grand Auto #43)  
4240 International Boulevard (East 14<sup>th</sup> Street)  
Oakland, California 94601*

*ACHCS Case # RO0002483  
Geotracker Global ID # T06019705075*

PREPARED FOR:

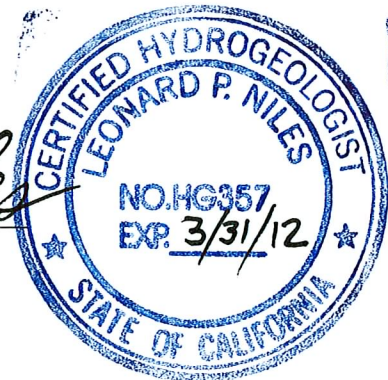
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ALLWEST PROJECT 11043.23  
JULY 15, 2011

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### **I. INTRODUCTION**

AllWest Environmental, Inc. (AllWest) has prepared this work plan describing tasks to characterize soil and groundwater conditions in the vicinity of the former Grand Auto # 43 facility (the subject site) referenced above. This proposed work will be performed in response to a request by the Alameda County Health Care Services Agency, Environmental Health Services (ACHCS/ACEH) in their letter of May 16, 2011 to submit a Work Plan Addendum to the *Soil Vapor Investigation and Groundwater Monitoring Work Plan* submitted by AllWest on April 15, 2011 to address outstanding issues prior to considering case closure.

The purpose of the proposed work is to evaluate potential impact soil and groundwater by petroleum hydrocarbons at the subject site in the presumed vicinity of the former underground storage tanks (USTs) at the subject site. This work will be completed after approval and with oversight of the ACHCS. The primary goal is to close data gaps and enable case closure as a low risk solvent plume site.

This work plan briefly summarizes the site setting and background including previous investigations conducted at the property related to the USTs.

## **II. PROJECT BACKGROUND**

### **A. Site Location and Description**

The approximately 1.2 acre former Grand Auto retail facility is located at the northwest corner of High Street and International Boulevard (formerly 14<sup>th</sup> Street) in Oakland, California. The site currently is used as a Kragen Auto Supply store.

The site was used as a dance hall in 1903. Site use between 1903 and 1946 is unknown. Circa 1946, an L-shaped building was constructed on the site. This building was used as office space and for auto repair and painting. The date of demolition of this building is not known. In 1960 or 1961, the present building was constructed for use as a Safeway grocery store.

Grand Auto occupied the building in 1971, installed gasoline pump islands and 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. The USTs were 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.

Between 1992 and 2008, site environmental conditions were characterized via soil borings and groundwater monitoring wells. A site location map and site plan are presented as Figures 1 and 2, respectively.

### **B. Site Geology and Hydrogeology**

The property is located on the East Bay Plain along the eastern slopes of the San Francisco Bay and immediately west of the East Bay Hills. The subject site is located at an elevation of approximately 30 feet above mean sea level (msl). The topographic gradient in the site vicinity is to the south-southwest toward San Francisco Bay.

According to the *Preliminary Engineering Geologic Information Map, Oakland and Vicinity* (1967), the site surface soils are mapped as Qu (Undifferentiated Quaternary deposits) which may include the Qtc (Temescal Formation, dark alluvium) and Qts (alluvial materials derived from the Qsu and Qsl (upper and lower members of the San Antonia Formation, clay, silt sand and gravel mixtures)). In general, these Quaternary alluvial deposits consist of unconsolidated clay, silt, sand, and gravel. Bedrock underlying the alluvium in the area consists primarily of the Mesozoic Franciscan Formation. The depth to bedrock in the site area is unknown but presumed to be over 100 feet below the ground surface.

Previous site borings indicate the property is underlain by an irregularly layered sequence of silty to gravelly sand lenses separated by clayey silt. As much as 20 feet of imported fill material has been reported at some areas of the site. However, the site is not in an area mapped as Qf (artificial fill) like those areas by the Oakland Coliseum located approximately 2 miles south of the subject property.

Unconfined groundwater was previously reported to first occur at depths between 25 and 35 feet bgs. However, during the drilling of well MW-1, wet soil was encountered at 8 feet bgs indicating a possible discontinuous zone of perched groundwater. No other wet or perched zones were noted in other borings drilled at the subject property.

The groundwater gradient in the site area is very flat, thus the determination of the groundwater flow direction is difficult to assess. Regionally, groundwater is typically reported to flow from the east to the west from the Oakland Hills towards the San Francisco Bay. Groundwater flow in the vicinity of the site has historically fluctuated, but was generally calculated to be to the east, at a very flat gradient. The depth to groundwater during the last monitoring event in 2008 ranged between 22.11 feet below ground surface (bgs) and 23.74 feet bgs.

The local groundwater flow direction measured during the 2008 monitoring event was generally towards the west at a gradient of approximately 0.001 feet/foot. The regional groundwater flow direction is to the southwest towards San Francisco Bay, concurrent with the topography. Prior to the 2008 measurement, local gradients were generally to the east. The historical fluctuations in gradient direction are not considered significant due to very small differences in groundwater elevations measured.

### **C. Previous Investigations and Remedial Actions**

#### **Underground Tank Removal**

According to documents reviewed by AllWest at the City of Oakland Fire Department Fire Prevention Bureau (OFD) in March 2011, a pressure test was conducted in July 1986 on the three 10,000-gallon gasoline fuel underground storage tanks (USTs) at the site. At least one of the USTs failed the pressure test, with a maximum measured leakage rate of 0.1913 gallons per hour.

All three USTs were removed in August 1986, according to documents reviewed at OFD. AllWest was unable to locate any agency or consultant UST removal reports, or laboratory analytical data of any confirmatory soil or water samples, although other documentation including a permit application to remove the tanks, contractor terms and conditions and a billing invoice indicated that the USTs had been removed at that time. Copies of these document were provided in Appendix B of the previously submitted "Soil Vapor Investigation and Groundwater

Monitoring Workplan” dated April 15, 2011. According to site plans and sketches in the OFD and City of Oakland Building Services Division (OBSD) files, the three USTs were located northeast of the fuel dispenser islands, not southwest of the islands as depicted in historical subsurface investigation and monitoring reports.

In July 1992, Hart Crowser, Inc. (Hart Crowser) performed a site investigation as outlined in *Sampling and Analysis Plan, Grand Auto/Super Tire Facilities*, July 5, 1992. The investigation included drilling two borings (B-4 and B-5) southwest of the dispenser islands in the assumed vicinity of the former location of the USTs (Figure 2). Analyses of soil samples from these borings did not indicate significant petroleum hydrocarbon concentrations, as summarized in the *Preliminary Site Investigation Report* (Hart Crowser, 1992b). Historical soil analytical data is summarized in Table 1.

#### *Drainage Sump Removal and Installation of MW-1*

The car wash drainage sump and surrounding soil were removed on August 7, 1992. Hart Crowser collected a soil sample “S2C” from beneath the sump at the bottom of the excavation at 8.5 feet bgs. Analyses of the sample collected from the soil beneath the sump indicated the presence of total petroleum hydrocarbons as gasoline (TPH-g) and diesel (TPH-d) at 310 milligrams per kilogram (mg/Kg) and 120 mg/Kg, respectively. Low concentrations of toluene, ethylbenzene, xylenes, and tetrachloroethene (PCE) were also detected (Table 2).

A groundwater monitoring well, MW-1 (boring B-7), was installed approximately 10 feet southwest of the sump, in a down to cross gradient direction. The results of this phase of the investigation were summarized in the *Preliminary Site Investigation Report* (Hart Crowser, 1992b).

#### *Groundwater Well Installations of MW-2 through MW-4 and HC-1*

During April 1993, Hart Crowser drilled five soil borings (B-8 through B-12) and converted three of them to underground monitoring wells, MW-2 (B-10), MW-3 (B-11) and MW-4 (B-12) at the Grand Auto Store. A groundwater monitoring well, HC-1, was also installed at this time at the adjacent, former Super Tire Facility. Two of the soil borings (B-8 and B-9) were completed in the area of the former car wash sump. Soil samples from these two borings indicated that the total petroleum hydrocarbons (TPH) and PCE detected immediately below the sump in sample “S2C” were neither laterally nor vertically widespread (Table 1). The wells were developed and sampled in April 1993. The results of this phase of the assessment were summarized in a report, *Supplemental Site Investigation*, (Hart Crowser, 1993).

### Conveyance Piping Removal

In October 1993, fuel conveyance piping associated with the former underground fuel storage tanks was excavated and removed from the site, as summarized in the *Quarterly Status Report*, (Hart Crowser, January 14, 1994). Verification soil samples were collected at a depth of 2.5 feet bgs from the base of the excavation at four locations, PGA-1, PGA-2, PGA-3 and PGA-4 (Figure 2). Each sample was analyzed for TPH-g and benzene, toluene, ethylbenzene, and xylenes (BTEX). TPH-g and BTEX were not detected in any of the samples analyzed (Table 1).

Between February 1994 and May 1996, Hart Crowser sampled the five groundwater wells six more times. The groundwater analytical results from these sampling events are presented in Table 2.

### Facility Closure Report for Grand Auto

Hart Crowser submitted a *Facility Closure Report* on February 16, 1996 requesting site closure (Hart Crowser, 1996a). The request was based on the following:

- Potential onsite sources related to Grand Auto operations (USTs, pump islands, associated piping, and car wash sump) have been investigated and/or successfully remediated, thus are no longer considered to be sources;
- Investigations of these potential onsite sources did not indicate evidence of a source of halogenated VOCs (chlorinated solvents) to the groundwater; and
- Several potential offsite sources of halogenated VOCs (chlorinated solvents) exist.

Hart Crowser recommended case closure for the site since the environmental issues associated with potential onsite sources of chemicals had been addressed. Halogenated VOCs remained in site groundwater, but these were 1) unrelated to the onsite sources that have been addressed; and 2) likely to be the result of releases at one or more of the numerous offsite potential sources located in the immediate vicinity of the site. Hart Crowser recommended abandonment of the remaining groundwater monitoring wells after closure certification approval by ACHCS and RWQCB (Hart Crowser, 1996a).

### Hart Crowser 1996 Risk Assessment

In order to obtain site closure for the soil portion of the site, Hart Crowser completed an ASTM, Tier 1, RBCA assessment for the subject property (*Risk Assessment*, October 8, 1996). The risk assessment was prepared to meet the



closure requirements of the ACHCS and the RWQCB. No on-site 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, Hart Crowser (1996b) concluded 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.

*ACHCS 1996 Closure Letter for Site Soils*

Based on the Hart Crowser risk assessment (1996b), ACHCS concluded in December 30, 1996 letter to PACCAR that the soils on-site do not pose a threat to public health.

*AllWest 2000 Site Closure and Groundwater Monitoring Report*

In 1999 and 2000 AllWest completed the following tasks at the subject property:

- The redevelopment and sampling of the five on-site groundwater wells during the week of November 1, 1999 to demonstrate that the residual contamination in the groundwater is natural attenuating and likely from off-site source(s),
- An update of the previously completed ASTM Tier 1 risk assessment by discounting the groundwater ingestion pathway by the completion of an 1/2 mile radius well survey; and
- The comparison of the maximum on-site groundwater contamination concentrations to recently developed, Oakland specific, Tier 1 risk based screening levels (RBSLs) to document that this is a low risk case and candidate for “No Further Action” status by the ACHCS, the lead oversight agency, as per regulations and guidelines of the RWQCB, the lead State agency in charge of protecting the groundwater quality of the Greater Oakland Area.
- The destruction of monitoring well MW-3 on May 25, 2000 due to motor oil leakage into the vault box from parked automobiles, and the drilling and installation of replacement monitoring well MW-3A outside of the parking area. The damaged vault box of monitoring well MW-4 was also replaced on this date.

Based on the lack of reportable concentrations of benzene, toluene, ethylbenzene, and total xylenes (BTEX) compounds or methyl tert-butyl ether (MTBE), and only low levels of total petroleum hydrocarbon as gasoline (TPH-g), petroleum hydrocarbons were not considered an unacceptable risk to human health or the

environment. The chlorinated solvent concentrations were noted to generally decrease from the November 1999 sampling as compared to the previous sampling period event conducted in 1996. AllWest concluded that the likely source of the bulk of the chlorinated solvents is the existing or former dry cleaners located southeast of the subject property. Historical groundwater analytical data is summarized in Table 2.

AllWest concluded in their *Site Closure and Groundwater Monitoring Report*, dated August 15, 2000 that it is unlikely that the residual contamination in the site groundwater poses an unacceptable risk to human health or the environment. AllWest recommended that ACHCS grant “no further action status” for the residual chlorinated solvents in the groundwater of the subject property and requested approval to abandon the existing five on-site groundwater wells.

*ACHCS November 2000 No Further Remediation Letter*

ACHCS reviewed AllWest’s August 2000 report and noted that they and the RWQCB do not grant closure for sites with groundwater impacted above MCLs. However, ACHCS did state that active remediation for the residual chlorinated solvents in the soil or groundwater is not required and requested the annual sampling of wells MW-1 through MW-4.

*Groundwater Monitoring 2000 to 2008*

AllWest conducted annual groundwater monitoring from 2001 to 2004. The ACHCS in their letter of November 7, 2005 directed groundwater monitoring be conducted on a biennial basis (every two years). Allwest conducted biennial groundwater monitoring during 2006 and 2008. The most recent groundwater monitoring event is described in the *AllWest 2008 Biennial Groundwater Monitoring Report*, July 28, 2008. Only VOC analysis is currently being performed; TPH-g analysis has not been performed since 1999, and was historically detected only in a single sampling event. Historical groundwater analytical data is presented in Table 2.

AllWest requested case closure in the *2008 Biennial Groundwater Monitoring Report*, July 28, 2008. The ACHCS responded to the closure request in their letter dated April 15, 2010, stating that closure was being evaluated for commercial use only, and that during the period that the case is under review, groundwater monitoring may be suspended. In their letter of December 10, 2010 the ACHCS requesting that additional investigation be conducted prior to considering case closure. The ACHCS requested that a workplan be prepared to address potential soil vapor intrusion concerns in the area of the former car wash sump, that additional information regarding the UST removals in 1986 and conveyance piping removals in 1993 be provided, and that a request to extend groundwater monitoring frequency to a 5-year interval was denied.

Allwest submitted a *Soil Vapor Investigation and Groundwater Monitoring Work Plan* to ACHCS on April 15, 2011 to address issues in their letter of December 10, 2010. The ACHCS responded in their letter of May 16, 2011, requesting that a Work Plan Addendum be submitted by July 15, 2011 to characterize soil and groundwater in the presumed former UST locations north of the former dispensers, if additional agency file review failed to verify the previously assumed UST locations south of the dispensers. The ACHCS letter of May 16, 2011 is included in Appendix A.

### **III. PURPOSE AND SCOPE OF WORK**

The purpose of this investigation is to evaluate the potential for impact by petroleum hydrocarbons to the soils and groundwater at the subject site by collecting soil and groundwater samples in the presumed vicinity of the former USTs north of the former fuel dispensers. The scope of work, as proposed, consists of the following tasks:

- 1) Review agency files including City of Oakland Community and Economic Development Agency, Building Services Division (OBSD) for historical information regarding the UST installations for this workplan. Perform additional historical aerial photograph review at HJW/Pacific Aerial Surveys to address data gaps in former UST locations, installation and removal history;
- 2) Prepare a written workplan to address the technical comments of the ACHCS letter dated May 16, 2011. This will include conducting a soil and groundwater investigation at the site in the presumed vicinity of the former USTs north of the former fuel dispensers. Submit the workplan to the ACHCS FTP website and the GeoTracker database for review and concurrence;
- 3) Obtain a drilling permit from the Alameda County Publics Work Agency (ACPWA);
- 4) Prepare a site-specific health and safety plan;
- 5) Engage the service of Underground Service Alert (USA) and a private underground utility locator to locate and clear underground utilities within the proposed investigation area so that the potential of accidental damage to underground utilities will be reduced during proposed subsurface investigation. The private utility locator will also conduct a survey of the suspected sewer line connected to the former sump. Notify the ACHCS, ACPWA and site tenants, property owners and facility maintenance prior to the start of field work;
- 6) Retain the service of a C-57 licensed drilling contractor for the advancement by Geoprobe<sup>®</sup> DPT methods of two continuously cored soil borings to approximately

35 feet bgs in the vicinity of the presumed former UST locations north of the former fuel dispensers. Collect soil samples. Install temporary PVC well casings and collect groundwater samples. Retain three soil samples and one groundwater sample from each boring for analytical testing;

- 7) At the completion of drilling and sampling activities, remove Geoprobe® drive casings and temporary PVC well casing, and backfill each boring with a “neat” cement grout slurry and restore the interior floor slabs by backfilling with a concrete slurry;
- 8) Maintain soil and groundwater samples under chain-of-custody and transport the samples to a Department of Health Services (DHS) certified analytical laboratory (McCampbell Analytical of Pittsburg, California) for chemical analyses. Analyze four soil samples (two collected from each boring below 10 feet bgs) and two groundwater samples (one from each boring) for TPH-g and VOCs (full scan including fuel oxygenates) per EPA Method 8260B, TPH-d and TPH-mo per EPA Method 8015M with silica gel cleanup, and LUFT 5 metals (cadmium, chromium, nickel, lead and zinc) per EPA Method 6010. Archive additional two shallow soil samples for possible analysis based on headspace screening and previous analytical results; and
- 9) Prepare a written report describing the field activities, summarizing the laboratory data, presenting investigation findings, and providing conclusions and recommendations. Upload the report and associated data files to the ACHCS FTP website and the GeoTracker database.

#### **IV. INVESTIGATIVE ACTIVITIES**

##### **A. Agency File Review**

AllWest reviewed the City of Oakland Community and Economic Development Agency, Building Services Division (OBSD) for historical information regarding the UST installations in 1972, removals in 1986, or any other information relevant for this work plan. The only relevant document found by AllWest was a site plan with proposed construction details dated February 28, 1972 and approved by the City of Oakland Planning Department on March 7, 1972. The site plan shows the three proposed 10,000-gallon USTs as located to the northeast of the fuel dispenser pump islands, and partially underlying a curved driveway and curb. A copy of the site plan is included in Appendix B.

The site plan obtained from OBSD closely resembles those obtained from the previous AllWest file review at the City of Oakland Fire Department Fire Prevention Bureau (OFD) performed for the previous *Soil Vapor Investigation and Groundwater Monitoring Work Plan*. The OFD site plan appears to be a

slightly edited version of the OBSD original, with additions marked by hand. However, the OFD site plan shows the three USTs as being located slightly farther southwest and closer to the fuel dispenser islands than shown in the OBSD plan, and is labeled “Tested Tanks”, implying that this was the installed configuration. The OFD files also provided a hand-drawn schematic by the UST removal contractor as part of the permit application to remove the USTs referenced earlier, which is very similar to the other two site plans in depicting the USTs northeast of the fuel canopy. Copies of the site plans are included in Appendix B.

To further address the remaining data gaps in the subject site UST locations, installation and removal history, AllWest reviewed historical aerial photographs of the subject site provided by HJW/Pacific Aerial Surveys, Inc. of Oakland, California. Eight aerial photographs were reviewed by AllWest, dated from 1971 through 1993 (pre-dating and post-dating the UST removals). The 1993 photo also pre-dates and post-dates the subsequent product piping removals. Details of two of the representative aerial photographs, dated 1973 and 1985, are included in Appendix C as Figures C-1 and C-2.

No conclusive details could be seen in the aerial photographs regarding the former UST locations. No concrete pad overlying the USTs could be seen either north or south of the dispenser island canopy. The driveway both north and south of the dispenser canopy appeared to be paved with asphalt, not concrete, which is unusual as a covering for USTs. The aerial photographs lacked sufficient resolution to see details such as fill ports, manholes or vent piping in the landscaped curved driveway curb island to the north, where they are shown on the site plans

This curved driveway curb island is no longer present in the 1987 and later aerial photographs, implying that it was removed during the UST removal activities in 1986. The fuel dispenser island canopy was no longer present in the 1987 photograph, but the underlying concrete pad was visible until the last photograph, dated April 20, 1992 prior to the product piping removal activities in October 1993. No evidence was observed in any of the agency file reviews or historical aerial photo review to indicate the presence of USTs south of the dispenser islands.

## **B. Permitting**

AllWest will prepare and submit a drilling permit application to ACPWA for review and approval. Upon permit approval, AllWest will notify ACPWA , ACHCS, and the site tenant and property owner of the drilling schedule a minimum of 72 working hours in advance to allow scheduling of drilling and grouting inspection.

**C. Health and Safety Plan**

AllWest will prepare a site specific health and safety plan prior to mobilizing to the site. A tailgate safety meeting will be given prior to commencing work. All site personnel will be required to review the health and safety plan.

**D. Underground Utility Inspection**

To avoid damage to underground utility installations during the course of the subsurface investigation, AllWest will contact Underground Service Alert (USA), an organization for public utility information, on the pending subsurface investigation. USA will then notify public and private entities that maintained underground utilities within the site vicinity to locate and mark their installations for field identification. A private underground utility locator, Subtronic Corporation (Subtronic) of Concord, California, will also be employed by AllWest to conduct a magnetometer and ground penetrating radar (GPR) sweep investigation to locate marked and unmarked underground utilities in the vicinity of the proposed boring locations. Other qualified contractors may be used if necessary.

**E. Geoprobe<sup>®</sup> DPT Soil Boring Advancement and Soil Sampling**

Two soil borings (GP-1 and GP-2) will be located within the presumed former UST excavation north of the former dispensers. Proposed boring locations are shown in Figure 3. Following coring of the asphalt pavement and hand-augering to 5 feet bgs to clear potential underground utilities, the borings will be advanced by truck-mounted equipment using Geoprobe<sup>®</sup> direct push technology (DPT) continuous coring methods to approximately 35 feet bgs to intersect the first encountered water-bearing zone, based on previous site lithologic data.

Continuous core soil samples will be recovered using a nominal 4-foot long, 2-inch outside diameter (OD) stainless steel core barrel drive probe and extension rods. The drive probe will be equipped with nominal 1-1/2 inch inside diameter (ID) clear PETG plastic tubes that line the interior of the probe. The probe and insert tubes are both driven using a hydraulic percussion hammer to the specified depth. After the specified drive interval, the drive probe and rods are retrieved to the surface. The PETG tube containing subsurface soil is then removed. The drive probe is then cleaned, equipped with a new PETG tube and reinserted into the outer drive casing with extension rods as required. The apparatus is then driven following the above procedure until the desired depth is obtained. Geoprobe<sup>®</sup> DPT soil boring advancement procedures are included in Appendix D.

## **F. Soil Sampling**

An AllWest environmental professional will oversee field work and drilling activities. The recovered soil samples are inspected after each drive interval with lithologic and relevant drilling observations recorded. Soil samples are screened for organic vapors using a photo-ionizer detector (PID), or other appropriate device, by taking readings of headspace vapor concentrations of the soil inside a zip-lock plastic bag. PID readings, soil staining and other relevant observations are recorded on the boring logs.

Soil samples from the Geoprobe<sup>®</sup> DPT borings will be collected for lithologic characterization and possible analytical testing. Selected soil sample intervals from the recovered soil core are cut from the PETG tube for analytical testing. The ends of samples for possible analytical testing are sealed using Teflon<sup>®</sup> squares and plastic end caps. The samples are labeled, and stored in an iced cooler. Approximately three soil samples from each of the two borings will be submitted for laboratory analysis; one from each boring to be collected at approximately 5 foot bgs (within the UST excavation backfill), 10 feet bgs (below the former UST excavation), and in the capillary fringe zone above first encountered groundwater (estimated to be approximately 25 to 35 feet bgs). Geoprobe<sup>®</sup> DPT soil sampling procedures are included in Appendix D.

## **G. Groundwater Sampling**

Water levels will be measured and “grab” groundwater samples will be collected from the Geoprobe<sup>®</sup> borings after the completion of soil coring to the designed depth (anticipated to be approximately 35 feet bgs). The rods and drive probe will be removed from the borehole, and new, temporary nominal 0.5 to 0.75-inch ID PVC solid well casing with a 5-foot slotted screened interval will be lowered into the borehole.

Prior to groundwater sampling, depth to water is measured using an electronic water level probe through the temporary PVC casing. Groundwater samples will then be collected from the temporary PVC casing using disposable sample tubing fitted with a check ball valve device which recovers the groundwater sample by oscillation, or a small-diameter polyethylene or Teflon<sup>®</sup> disposable bailer, or an electric peristaltic pump equipped with disposable polyethylene sample tubing. Geoprobe<sup>®</sup> DPT groundwater sampling procedures are included in Appendix D.

Upon retrieval of the groundwater samples, the retained water will be transferred to appropriate sample bottles furnished by the analytical laboratory. Samples for TPH-g and VOC analysis will be collected in 40-milliliter (ml) glass volatile organic analysis (VOA) vials preserved with HCl. Samples for TPH-d and TPH-mo analysis will be collected in 1-liter (L) amber glass bottles preserved with

HCl. Samples for LUFT 5 metals analysis will be collected in 1 L non-preserved polyethylene bottles without field pre-filtering. Sample bottles will be labeled and immediately placed on ice to preserve the chemical characteristics of its content.

To help prevent cross contamination, all groundwater sampling equipment that comes in contact with the groundwater will be decontaminated prior to sampling. To minimize the possibility of cross contamination, a new disposable bailer will be used to collect each groundwater sample. Sampling, sample handling, storage, and transport procedures described in Appendix D will be employed.

**G. Borehole Backfilling**

At the completion of drilling and sampling activities and removal of all drive rods and sample probes, the borings will be backfilled with a “neat” Portland Type I or II cement grout slurry tremied into the borehole through a PVC pipe. The level of grout will be checked to ascertain if any settling has occurred and will be “topped off” if required. The ACPWA will be notified 72 hours in advance of the anticipated grouting time in order to schedule inspection.

**I. Investigative Derived Waste Containment and Disposal**

Investigative derived waste including soil cores or cuttings, purged groundwater and decontamination rinseate will be contained onsite in 55-gallon drums pending analytical results, profiling and transport to an appropriate disposal facility. Composite soil and water samples may be collected from the drums for laboratory analysis as required by the disposal facility.

**V. QUALITY ASSURANCE / QUALITY CONTROL PROGRAM**

**A. Sample Preservation, Storage and Handling**

To prevent the loss of constituents of interest, all soil and groundwater samples will be preserved by storing in an ice chest cooled to 4°C with crushed ice immediately after their collection and during transportation to the laboratory. Samples will be stored within the cooler in separate zip-lock plastic bags to avoid cross-contamination.

**B. Chain-Of-Custody Program**

All samples collected for this project will be transported under chain-of-custody protocol. The chain-of-custody program allows for the tracing of possession and handling of individual samples from the time of field collection through laboratory analysis. The document includes the signature of the collector, date and



time of collection, sample number, number and type of sample containers including preservatives, parameters requested for analysis, signatures of persons and inclusive dates involved in the chain of possession. Upon delivery to the laboratory the document will also include the name of the person receiving the samples, and date and time samples were received.

## **VI. ANALYTICAL METHODS**

All samples selected for analysis will be analyzed by a State of California certified independent analytical laboratory. McCampbell Analytical, Inc., of Pittsburg, California will likely perform all soil and groundwater analyses. However, other qualified laboratories may be utilized dependent on work load and time frame considerations.

The two deepest soil samples collected from each boring during this investigation (anticipated to be collected at approximately 10 feet bgs and 25-35 feet bgs) will be analyzed for VOCs (full scan including fuel oxygenates) and TPH-g by EPA Method 8260, TPH-d and TPH-mo per EPA Method 8015M with silica gel cleanup, and LUFT 5 metals (cadmium, chromium, nickel, lead and zinc) per EPA Method 6010. The additional two shallow soil samples (anticipated to be fill material at about 5 feet bgs) will be archived for possible analysis based on headspace screening and previous analytical results.

Both groundwater samples collected during this investigation will be analyzed for VOCs (full scan including fuel oxygenates) and TPH-g by EPA Method 8260, TPH-d and TPH-mo per EPA Method 8015M with silica gel cleanup, and LUFT 5 metals (cadmium, chromium, nickel, lead and zinc) per EPA Method 6010.

## **VII. REPORT PREPARATION**

A written report will be prepared for this investigation after the completion of all field work and receipt of analytical results. Included in the report will be soil boring logs, chain-of-custody documents and copies of the analytical laboratory reports. The report will be reviewed by a California Professional Geologist. Analytical data will be compared to RWQCB soil vapor and groundwater ESLs for commercial use where site groundwater is not a potential drinking water resource to evaluate potential indoor soil vapor intrusion impact, to identify any remaining data gaps, and to evaluate low threat case closure criteria.

The report and associated documents (laboratory analytical reports, boring logs, etc.) will be uploaded to the California State Water Resources Control Board (SWRCB) GeoTracker database, and the ACHCS FTP website.

## **VIII. PROJECT STAFF AND SCHEDULE**

Mr. Leonard P. Niles, P.G., C.H.G., a California Professional Geologist (PG 5774) and Certified Hydrogeologist (CHG 357), will provide technical oversight for this project and act as the project manager and regulatory liaison. Additionally, AllWest's staff of engineers, geologists, and technicians will be employed to perform the various tasks of the project. AllWest will inform the ACPWA and ACHCS at least 72 hours prior to the start of field activities. AllWest will inform the ACHCS of any significant developments during the course of the investigations.

## **IX. LIMITATIONS**

AllWest has prepared this remedial investigation and corrective action plan for the exclusive use of FPA Hayward Associates, L.P. c/o Fowler Property Acquisitions (Client) for this particular project 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 is 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 is at the user's sole risk.

## **X. REFERENCES**

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AllWest, *Workplan for Well Development and Sampling at Grand Auto #43, 4240 East 14<sup>th</sup> Street, Oakland*, October 29, 1999.

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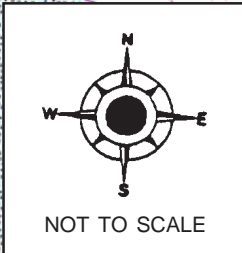
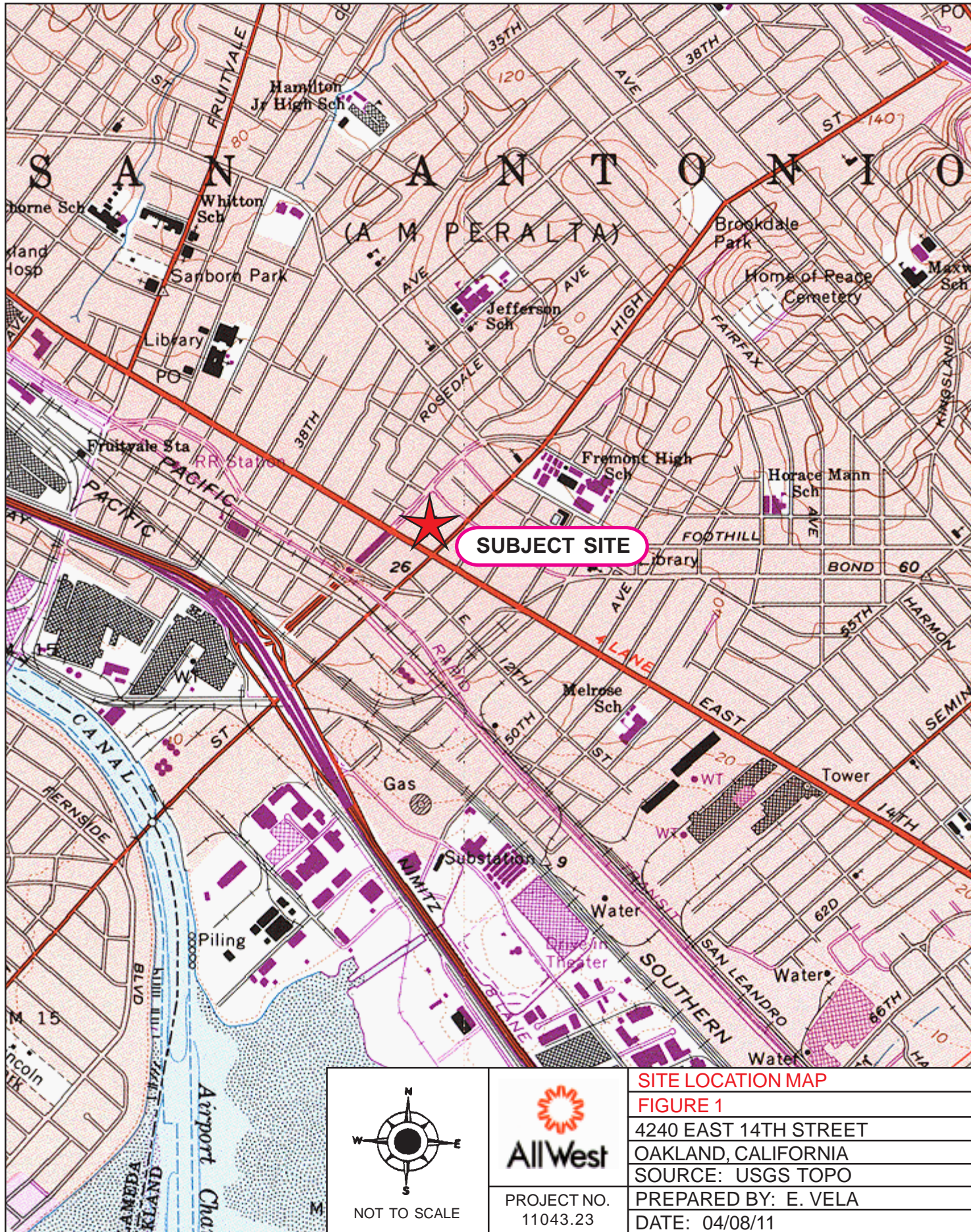
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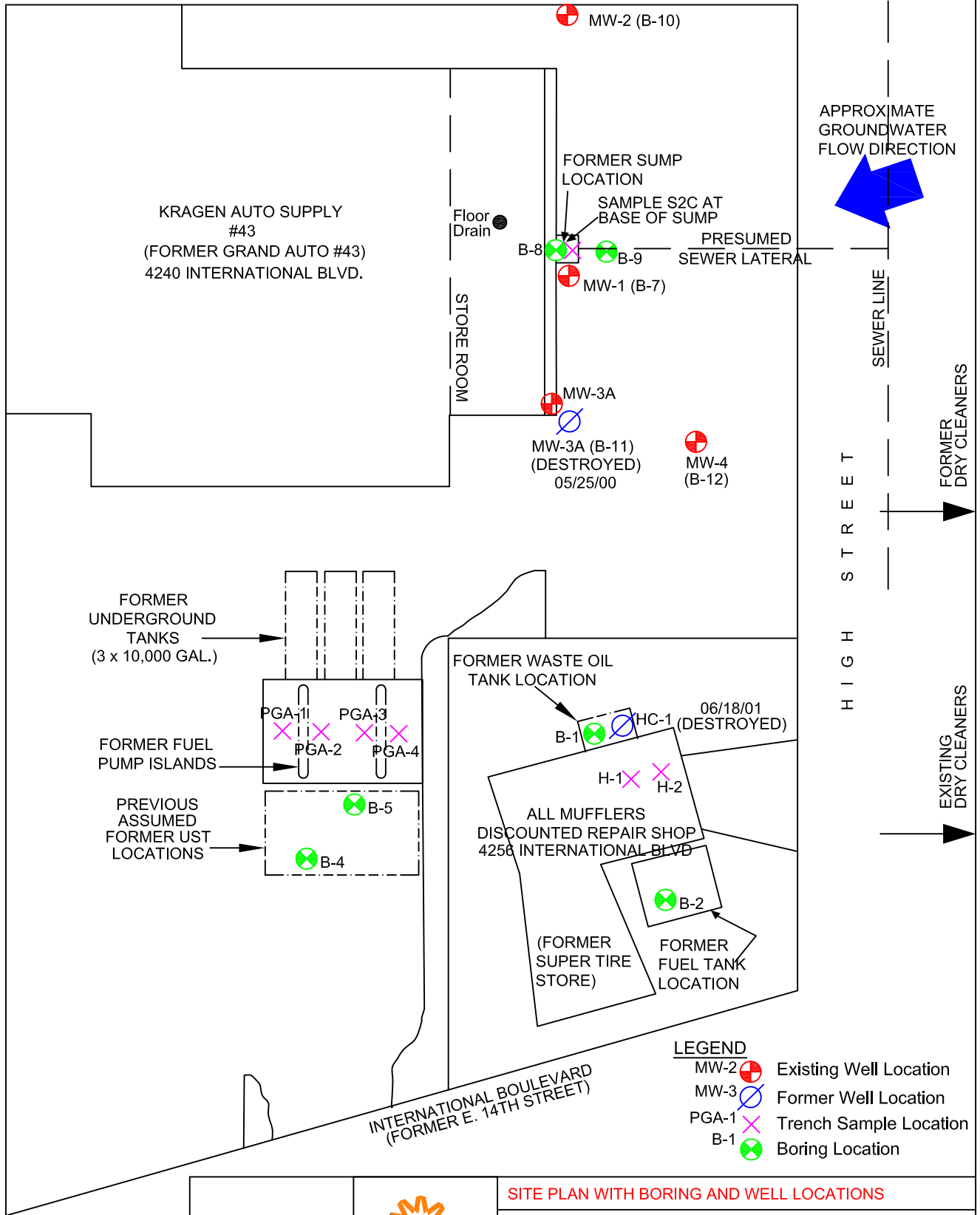
# FIGURES



PROJECT NO.  
11043.23

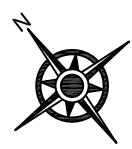
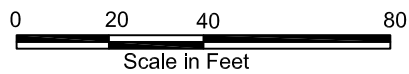
<b>SITE LOCATION MAP</b>	
<b>FIGURE 1</b>	
4240 EAST 14TH STREET	
OAKLAND, CALIFORNIA	
SOURCE: USGS TOPO	
PREPARED BY: E. VELA	
DATE: 04/08/11	

MISSION AUTOMOTIVE

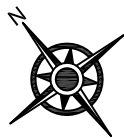
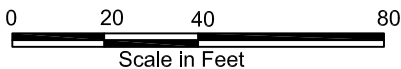
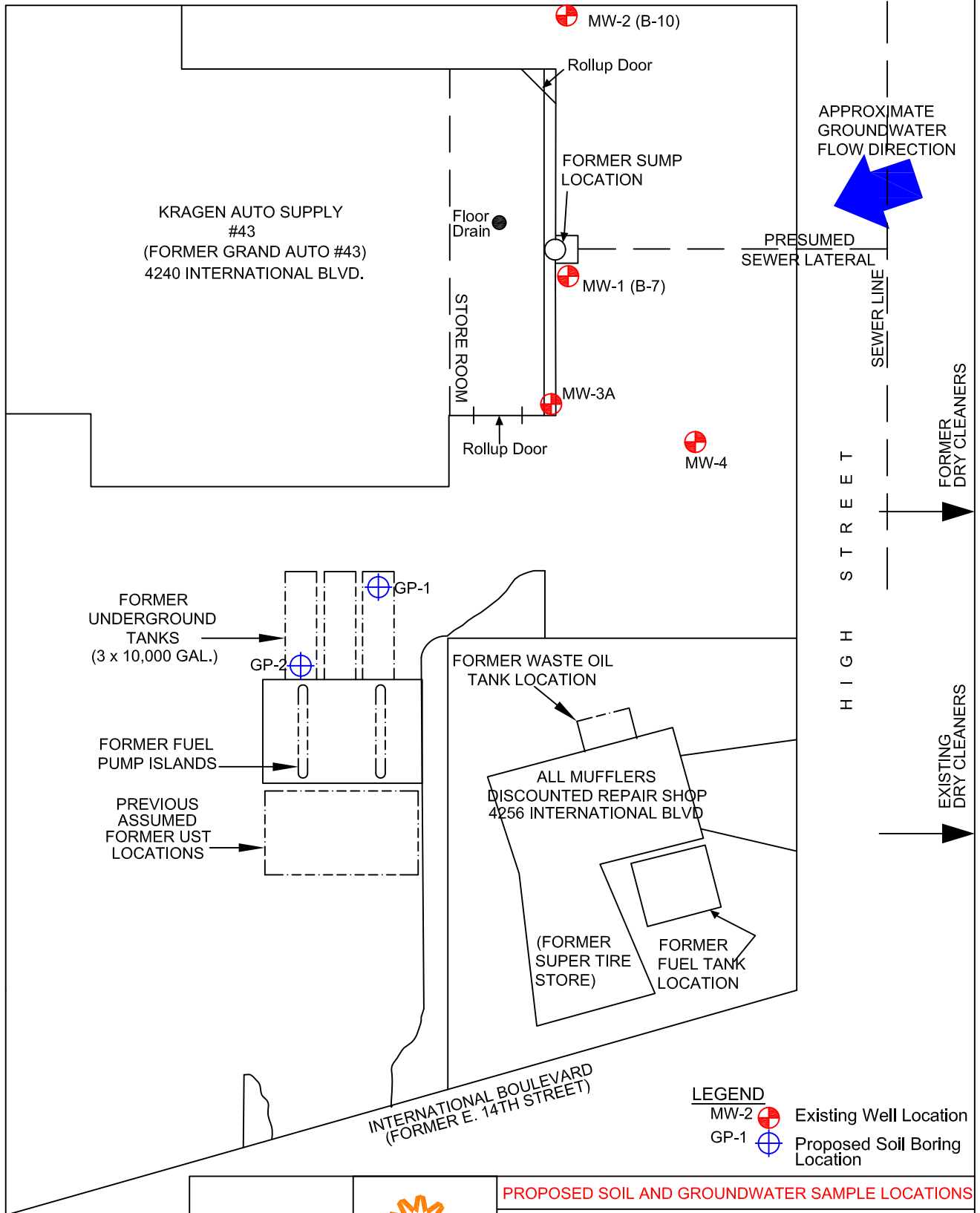


- LEGEND**
- MW-2  Existing Well Location
  - MW-3  Former Well Location
  - PGA-1  Trench Sample Location
  - B-1  Boring Location

<b>SITE PLAN WITH BORING AND WELL LOCATIONS</b>	
<b>FIGURE 2: FORMER GRAND AUTO #43</b>	
4240 EAST 14TH STREET (INTERNATIONAL BOULEVARD)	
OAKLAND, CALIFORNIA	
SOURCE: ALLWEST	
PROJECT NO. 11043.23	PREPARED BY: C. RAMELB



MISSION AUTOMOTIVE



PROJECT NO.  
11043.23

PROPOSED SOIL AND GROUNDWATER SAMPLE LOCATIONS

FIGURE 3: FORMER GRAND AUTO #43

4240 EAST 14TH STREET (INTERNATIONAL BOULEVARD)

OAKLAND, CALIFORNIA

SOURCE: ALLWEST

PREPARED BY: C. RAMELB (07/15/11)

# TABLES



**TABLE 1**  
**SUMMARY OF SOIL ANALYSES**  
**GRAND AUTO STORE, OAKLAND, CALIFORNIA**

BORING/WELL DATE	B4-21 7/16/92	B5-19 7/16/92	B5-26 7/16/92	S2C-8 8/7/92	MW2-10.5 4/14,15,16/93	MW2-35 4/14,15,16/93	MW3-35.5 4/14,15,16/93	MW4-36 4/14,15,16/93	B8-11 4/14,15,16/93
Oil & Grease	NT	NT	NT	ND<50	NT	NT	NT	NT	NT
TPH-Diesel	ND<10	ND<10	ND<10	120	ND<10	ND<10	ND<10	ND<10	ND<10
TPH-Gasoline	ND<1	ND<1	ND<1	310	ND<1	ND<1	ND<1	ND<1	ND<1
Organic Lead	ND<2	NT	ND<2	ND<2	NT	NT	NT	NT	NT
Benzene	ND<0.003	0.011	ND<0.003	ND<0.075	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Ethyl Benzene	ND<0.003	ND<0.003	ND<0.003	0.064	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Toluene	ND<0.003	ND<0.003	ND<0.003	0.065	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Xylenes	ND<0.003	0.003	ND<0.003	1.5	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009
PCE	NT	NT	NT	0.104	ND<0.005	ND<0.005	0.009	0.012	0.005
Other Chlorinated VOCs	NT	NT	NT	ND	ND	ND	ND	ND	ND
Cadmium	NT	NT	NT	ND<1	ND<1	ND<1	ND<1	ND<1	ND<1
Chromium	NT	NT	NT	73	28	31	29	35	58
Lead	NT	NT	NT	9	5	ND	ND	ND	9
Nickel	NT	NT	NT	110	61	47	42	59	150
Zinc	NT	NT	NT	30	39	49	47	34	61

Notes:

ND denotes chemical not detected in sample at a concentration of x.

NT denotes analysis not performed on sample.

Concentrations listed are in milligrams per kilogram (mg/kg).

**TABLE 1**  
**SUMMARY OF SOIL ANALYSES**  
**GRAND AUTO STORE, OAKLAND, CALIFORNIA**

BORING/WELL DATE	B8-16 4/14,15,16/93	B8-21 4/14,15,16/93	B8-25 4/14,15,16/93	B9-10 4/14,15,16/93	P1-2.5 10/20/93	P2-2.5 10/20/93	P3-2.5 10/20/93	P4-2.5 10/20/93
Oil & Grease	NT	NT	NT	NT	NT	NT	NT	NT
TPH-Diesel	ND<10	ND<10	ND<10	ND<10	NT	NT	NT	NT
TPH-Gasoline	ND<1	ND<1	ND<1	ND<1	ND<1.0	ND<1.0	ND<1.0	ND<1.0
Organic Lead	NT	NT	NT	NT	NT	NT	NT	NT
Benzene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Ethyl Benzene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Toluene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Xylenes	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009
PCE	ND<0.005	ND<0.005	0.030	ND<0.005	NT	NT	NT	NT
Other Chlorinated VOCs	ND	ND	ND<0.005	ND<0.005	NT	NT	NT	NT
Cadmium	ND<1	ND<1	ND<1	ND<1	NT	NT	NT	NT
Chromium	29	29	28	27	NT	NT	NT	NT
Lead	ND	ND	6	6	NT	NT	NT	NT
Nickel	53	43	41	72	NT	NT	NT	NT
Zinc	45	37	48	40	NT	NT	NT	NT

Notes:

ND denotes chemical not detected in sample at a concentration of x.

NT denotes analysis not performed on sample.

Concentrations listed are in milligrams per kilogram (mg/kg).

**TABLE 2 - Summary of Historical Groundwater Analytical Results**  
**Former Grand Auto #43**  
**4240 International Boulevard (East 14th Street), Oakland, California**  
**Project Number 11043.23**  
**All results in micrograms per liter (µg/L)**

Location	PCE	TCE	cis-1,2 DCE	FREON 12	Chloro- form	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	All others	Date Collected
MW-1	68	10	4.6	36	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	110	15	8.7	21	0.83	ND	ND	ND	ND	NA	ND	27-Sep-06
	140	19	5.9	69	ND	ND	ND	ND	ND	NA	ND	23-Jul-04
	120	15	5.8	50	ND	ND	ND	ND	ND	NA	ND	15-May-03
	140	15	ND	ND	ND	ND	ND	ND	ND	NA	ND	21-May-02
	130	17	5.3	35	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	120	17	6.6	62	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	270	24	4.3	NR	2.6	ND 1.3	ND 1.3	ND 1.3	ND	NR	ND	10-May-96
	200	25	6.8	NR	1.4	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	54	13	9.7	NR	ND 1	ND 1	ND 1	ND 2	ND	ND	ND	31-Jan-95
	54	13	9.3	NR	ND 1	ND 1	ND 1	ND 2	ND	ND	ND	31-Jan-95
	270	37	19	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	270	36	18	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	200	28	25	NR	1.6	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	340	35	22	NR	1.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	200	25	12	NR	1	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	230	28	15	NR	1.8	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
	290	23	10	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93
	300	22	8.7	37	1	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93
	300	22	8.7	110	1.1	0.6	ND 0.5	ND 1	ND	ND	ND	26-Apr-93
220	28	14	NR	ND 3	ND 3	ND 1	--	ND	ND	ND	19-Jan-93	
310	26	11	NR	1.1	ND 0.5	ND 0.6	--	ND	ND	ND	10-Sep-92	
MW-2	6.5	1.8	ND	47	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	8.3	5.9	1.7	24	0.91	ND	ND	ND	1.9	NA	ND	27-Sep-06
	3.7	11	3	60	ND	ND	0.53	ND	ND	NA	ND	23-Jul-04
	3.9	12	2.9	56	ND	ND	0.63	ND	ND	NA	ND	15-May-03
	6.3	4.7	0.84	44	ND	ND	ND	ND	0.61	NA	ND	21-May-02
	9.1	5.3	1	38	ND	ND	ND	ND	0.83	NA	ND	19-Jun-01
	7.6	8.1	1.9	55	ND	ND	ND	ND	2	ND	ND	4-Nov-99
	7.2	51	13	NR	ND 1	ND 1	ND 1	ND 1	ND	NR	ND	10-May-96
	6.3	52	17	NR	ND 0.5	ND 0.5	ND 0.5	0.8	ND	ND	ND	15-Sep-95
	6.5	69	17	NR	ND 0.5	ND 0.5	0.9	0.9	ND	ND	ND	15-Sep-95
	3	60	17	NR	ND1	ND 1	ND 1	ND2	ND	ND	ND	31-Jan-95
	6	130	36	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	6.9	120	31	NR	ND 0.5	ND 0.5	1.8	ND 0.5	ND	ND	ND	7-Jun-94
	4.8	75	25	NR	ND 0.5	ND 0.5	1.5	ND 0.5	ND	ND	ND	18-Feb-94
	6.1	32	8.7	NR	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
	7.2	110	22	NR	ND 1.2	ND 1.2	ND 1.2	ND 2.4	ND	ND	ND	4-Aug-93
7.5	32	8.5	31	0.9	0.6	0.6	ND 1	ND	ND	ND	26-Apr-93	

**TABLE 2 - Summary of Historical Groundwater Analytical Results**  
**Former Grand Auto #43**  
**4240 International Boulevard (East 14th Street), Oakland, California**  
**Project Number 11043.23**  
**All results in micrograms per liter (µg/L)**

Location	PCE	TCE	cis-1,2 DCE	FREON 12	Chloro- form	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	All others	Date Collected
MW-3A	71	11	ND	8.1	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	83	12	4.7	3.6	0.83	ND	ND	ND	ND	NA	ND	27-Sep-06
	85	12	2.4	8.3	ND	ND	ND	ND	ND	NA	ND	23-Jul-04
	130	16	ND	21	ND	ND	ND	ND	ND	NA	ND	15-May-03
	120	16	ND	7.1	ND	ND	ND	ND	ND	NA	ND	2-May-02
	120	21	ND	ND	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	150	24	14	14	ND	ND	ND	ND	ND	61	ND	4-Nov-99
	160	25	7.2	NR	ND 1	ND 1	ND 1	ND 1	ND	NR	ND	10-May-96
	170	25	6.2	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	160	34	6.2	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	240	37	11	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	160	34	8.3	NR	0.6	0.6	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	85	19	5	NR	0.7	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	170	29	12	NR	1.3	0.8	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
170	28	ND 5	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93	
79	21	9.7	35	ND 0.5	0.8	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	
MW-4	39	4.3	ND	29	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	62	7.8	1.4	13	1.1	ND	ND	ND	1.3	NA	ND	27-Sep-06
	23	3.7	1	26	ND	ND	ND	ND	0.5	NA	ND	23-Jul-04
	120	7.7	0.75	16	ND	ND	ND	ND	ND	NA	ND	15-May-03
	70	7.7	ND	18	ND	ND	ND	ND	ND	NA	ND	21-May-02
	47	7	1.2	19	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	61	10	2.2	41	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	190	22	2.5	NR	ND 1.3	ND 1.3	ND 1.3	ND 1.3	ND	NR	ND	10-May-96
	160	24	4.4	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	140	20	4.7	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	220	32	5	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	140	28	7.1	NR	0.9	0.9	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	120	31	6	NR	1.9	0.7	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	87	20	6.6	NR	1	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
110	16	ND 5	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93	
78	17	3.9	28	0.6	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	
HC-1	100	17	8.7	43	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	200	27	13	NR	ND 5	ND 5	ND 5	ND 5	ND	NR	ND	10-May-96
	170	27	14	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	120	27	11	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	190	37	15	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	180	42	22	NR	1	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	140	30	13	NR	0.7	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	150	22	11	NR	0.6	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	130	27	16	NR	1.1	0.7	ND 0.6	ND 2	ND	ND	ND	17-Nov-93
	83	27	15	NR	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	4-Aug-93
46	22	13	47	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	

# Appendix A



ENVIRONMENTAL HEALTH SERVICES  
ENVIRONMENTAL PROTECTION  
1131 Harbor Bay Parkway, Suite 250  
Alameda, CA 94502-6577  
(510) 567-6700  
FAX (510) 337-9335

May 16, 2011

Ms. Vicki ZumBrunnen (Sent via E-mail to: [Vicki.ZumBrunnen@PACCAR.com](mailto:Vicki.ZumBrunnen@PACCAR.com))  
PACCAR, Inc.  
Corporate Environmental Department  
P.O. Box 1518  
Bellevue, WA 98009

Hess Properties LLC  
c/o Mr. Joseph Hess  
2709 Park Avenue  
La Verne, CA 91750

Transamerica Title Insurance Company  
c/o CSK Auto, Inc.  
645 E Missouri Avenue  
Phoenix, AZ 85012

Subject: Work Plan Approval for SLIC Case No. RO0002483 and GeoTracker Global ID T06019705075, Grand Auto, 4240 International Boulevard, Oakland, CA 94601

Dear Ms. ZumBrunnen, Mr. Hess, and Transamerica Title Insurance Company:

Alameda County Environmental Health (ACEH) staff has reviewed the Spills, Leaks, Investigations, and Cleanup (SLIC) case file for the subject site including the recently submitted document entitled, "*Soil Vapor Investigation and Groundwater Monitoring Work Plan*," dated April 15, 2011 and received by ACEH on May 3, 2011 (Work Plan). The Work Plan, which was prepared by AllWest Environmental, proposes collection and analysis of soil vapor samples at six locations, collection of groundwater samples from the four existing monitoring wells, and agency file review to possibly locate additional information regarding former underground storage tanks at the site.

The proposed soil vapor and groundwater sampling is acceptable and may be implemented as proposed. However, please review the discussion in technical comment 1 below regarding investigation of the former USTs. We request that you address technical comment 1 below and submit a Work Plan Addendum.

#### **TECHNICAL COMMENTS**

- 1. Location of Former Underground Storage Tanks.** A drawing included in Appendix B of the Work Plan (page 6 of Appendix B) shows three former underground storage tanks (USTs) located north of the dispenser islands. The investigation of the former USTs conducted by Hart Crowser in July 1992 included two soil borings (B-4 and B-5) in the presumed location of the former USTs, which was south of the former dispenser islands. Therefore, it appears that the two soil borings advanced to investigate the extent of contamination from the former USTs may have been advanced in the wrong location. We have no objection to conducting further file reviews to help identify and document the location of the former USTs. However, no additional information on the former USTs is available from ACEH other than the electronic case file that is accessible through the ACEH website. If no documentation can be found to demonstrate that the former USTs were located south of the dispenser islands in the area of borings B-4 and B-5, we request that you submit a Work Plan Addendum to collect soil and groundwater samples in the suspected area of the former USTs north of the dispenser islands.

Responsible Parties  
RO0002483  
May 16, 2011  
Page 2

### **TECHNICAL REPORT REQUEST**

Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **July 15, 2011** – Work Plan Addendum

If you have any questions, please call me at (510) 567-6791 or send me an electronic mail message at [jerry.wickham@acgov.org](mailto:jerry.wickham@acgov.org). Online case files are available for review at the following website: <http://www.acgov.org/aceh/index.htm>.

Sincerely,

Jerry Wickham, California PG 3766, CEG 1177, and CHG 297  
Senior Hazardous Materials Specialist

Attachment: Responsible Party(ies) Legal Requirements/Obligations

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Leroy Griffin, Oakland Fire Department, 250 Frank H. Ogawa Plaza, Ste. 3341, Oakland, CA 94612-2032 (*Sent via E-mail to: [lgriffin@oaklandnet.com](mailto:lgriffin@oaklandnet.com)*)

Peter Schaefer, Conestoga-Rovers & Associates, 5900 Hollis Street, Suite A, Emeryville, CA 94608 2032

Leonard Niles, AllWest Environmental, Inc., 530 Howard Street, Suite 300, San Francisco, CA 94105 (*Sent via E-mail to: [lniles@allwest1.com](mailto:lniles@allwest1.com)*)

Donna Drogos, ACEH (*Sent via E-mail to: [donna.drogos@acgov.org](mailto:donna.drogos@acgov.org)*)  
Jerry Wickham, ACEH (*Sent via E-mail to: [jerry.wickham@acgov.org](mailto:jerry.wickham@acgov.org)*)

GeoTracker, eFile

## Attachment 1

### Responsible Party(ies) Legal Requirements / Obligations

#### REPORT REQUESTS

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

#### ELECTRONIC SUBMITTAL OF REPORTS

ACEH's Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of reports in electronic form. The electronic copy replaces paper copies and is expected to be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program FTP site are provided on the attached "Electronic Report Upload Instructions." Submission of reports to the Alameda County FTP site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) GeoTracker website. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for all groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitoring wells, and [other](#) data to the GeoTracker database over the Internet. Beginning July 1, 2005, these same reporting requirements were added to Spills, Leaks, Investigations, and Cleanup (SLIC) sites. Beginning July 1, 2005, electronic submittal of a complete copy of all reports for all sites is required in GeoTracker (in PDF format). Please visit the SWRCB website for more information on these requirements ([http://www.waterboards.ca.gov/water\\_issues/programs/ust/electronic\\_submittal/](http://www.waterboards.ca.gov/water_issues/programs/ust/electronic_submittal/)).

#### PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "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." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

#### PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

#### UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

#### AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.



<b>Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC)</b>	<b>REVISION DATE:</b> July 20, 2010
	<b>ISSUE DATE:</b> July 5, 2005
	<b>PREVIOUS REVISIONS:</b> October 31, 2005; December 16, 2005; March 27, 2009; July 8, 2010
<b>SECTION:</b> Miscellaneous Administrative Topics & Procedures	<b>SUBJECT:</b> Electronic Report Upload (ftp) Instructions

The Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will be used for all public information requests, regulatory review, and compliance/enforcement activities.

## REQUIREMENTS

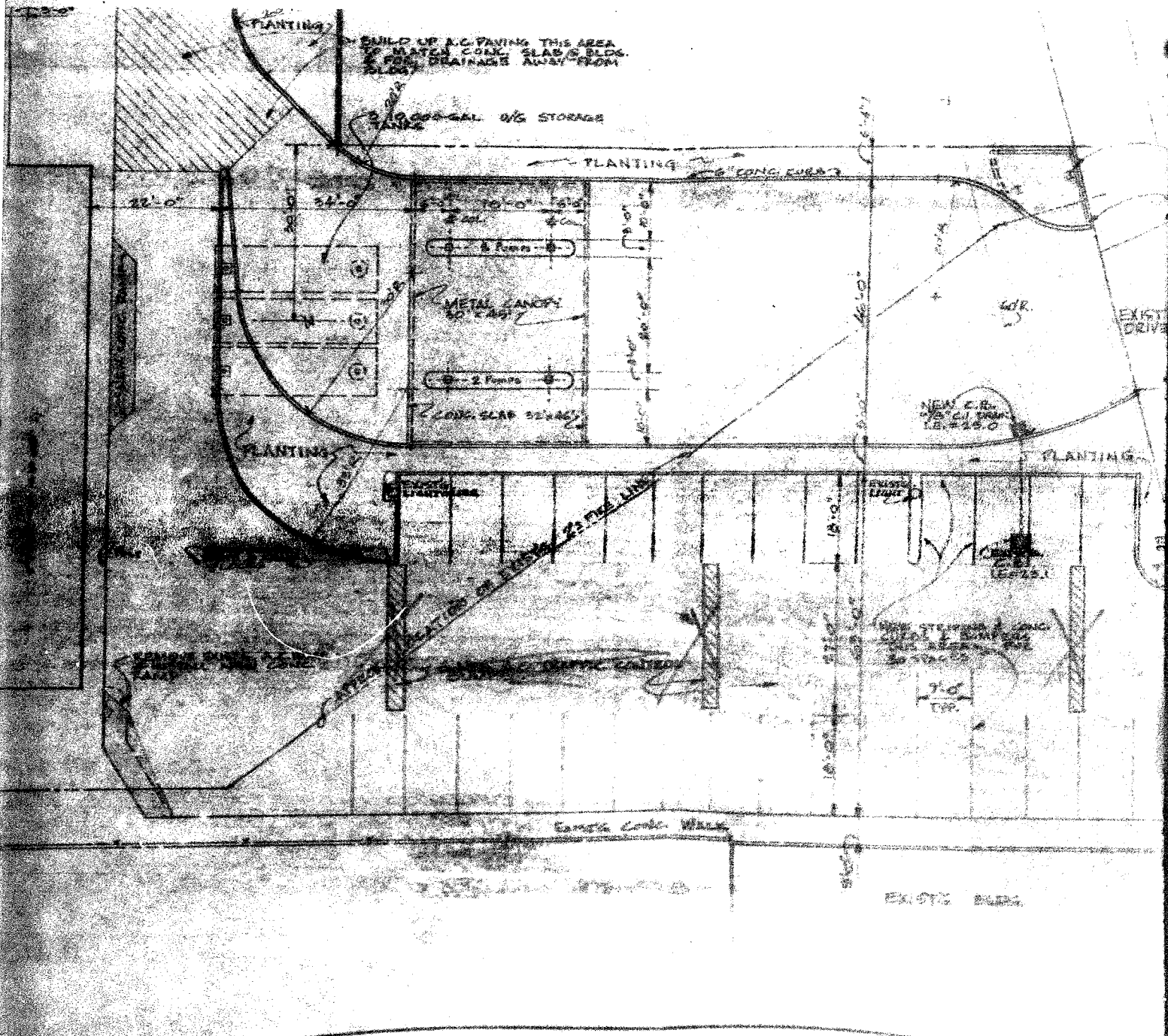
- **Please do not submit reports as attachments to electronic mail.**
- Entire report including cover letter must be submitted to the ftp site as **a single portable document format (PDF) with no password protection.**
- It is **preferable** that reports be converted to PDF format from their original format, (e.g., Microsoft Word) rather than scanned.
- **Signature pages and perjury statements must be included and have either original or electronic signature.**
- **Do not password protect the document.** Once indexed and inserted into the correct electronic case file, the document will be secured in compliance with the County's current security standards and a password. **Documents with password protection will not be accepted.**
- Each page in the PDF document should be rotated in the direction that will make it easiest to read on a computer monitor.
- Reports must be named and saved using the following naming convention:

RO#\_Report Name\_Year-Month-Date (e.g., RO#5555\_WorkPlan\_2005-06-14)

## Submission Instructions

- 1) Obtain User Name and Password
  - a) Contact the Alameda County Environmental Health Department to obtain a User Name and Password to upload files to the ftp site.
    - i) Send an e-mail to [deh.loptoxic@acgov.org](mailto:deh.loptoxic@acgov.org)
  - b) In the subject line of your request, be sure to include "**ftp PASSWORD REQUEST**" and in the body of your request, include the **Contact Information, Site Addresses,** and the **Case Numbers (RO# available in Geotracker) you will be posting for.**
- 2) Upload Files to the ftp Site
  - a) Using Internet Explorer (IE4+), go to <ftp://alcoftp1.acgov.org>
    - (i) Note: Netscape, Safari, and Firefox browsers will not open the FTP site as they are NOT being supported at this time.
  - b) Click on Page located on the Command bar on upper right side of window, and then scroll down to Open FTP Site in Windows Explorer.
  - c) Enter your User Name and Password. (Note: Both are Case Sensitive.)
  - d) Open "My Computer" on your computer and navigate to the file(s) you wish to upload to the ftp site.
  - e) With both "My Computer" and the ftp site open in separate windows, drag and drop the file(s) from "My Computer" to the ftp window.
- 3) Send E-mail Notifications to the Environmental Cleanup Oversight Programs
  - a) Send email to [deh.loptoxic@acgov.org](mailto:deh.loptoxic@acgov.org) notify us that you have placed a report on our ftp site.
  - b) Copy your Caseworker on the e-mail. Your Caseworker's e-mail address is the entire first name then a period and entire last name @acgov.org. (e.g., firstname.lastname@acgov.org)
  - c) The subject line of the e-mail must start with the RO# followed by **Report Upload.** (e.g., Subject: RO1234 Report Upload) If site is a new case without an RO#, use the street address instead.
  - d) If your document meets the above requirements and you follow the submission instructions, you will receive a notification by email indicating that your document was successfully uploaded to the ftp site.

# Appendix B



BUILT UP A.C. PAVING THIS AREA TO MATCH CONK. SLAB @ BLDG. & FOR DRAINAGE AWAY FROM BLDG.

2 1000-GAL. OIL STORAGE TANKS

METAL CANOPY 10' x 10'

CONC. SLAB DECK

PLANTING

PLANTING

PLANTING

EXISTING LOCATION OF 2" PIPE LINE

EXISTING LIMIT

NEW STEPPED & CONC. CURB 15x18.0

EXISTING CONC. WALL

EXISTING BUILDING

3/7/72  
 Traffic control bumps are hazardous  
 and we strongly advise  
 against their use.

PARKING AND LOADING SUBJECT TO  
 APPROVAL OF TRAFFIC ENGINEER

REQUIRED PARKING SPACES 42

REQUIRED LOADING SPACES 0

Maximum slope of required driveway  
 shall be 25%.  
 Maximum slope of required maneuvering  
 aisle, parking space or loading berth  
 shall be 10%.

CITY PLANNING DEPT. By [Signature]

APPROVED - SUBJECT TO FIELD INSPECTION

*Timber Piling to be wrapped  
 (Cathodic protection)*

Date 3/7/72  
 Signature [Signature]

APPROVED

CASE NO. 702  
 REQUIREMENTS: ( ) NONE ( ) AS  
 FOLLOWS

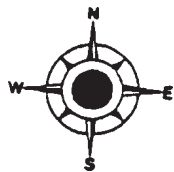
DATE 3/7/72 INITIALS [Signature]

ZONING DIVISION  
 OAKLAND PLANNING DEPARTMENT

ALTERATIONS FOR GRAND AUTO STORE		OAKLAND, CALIF.	
14TH ST @ HIGH ST.			
SCALE: <u>1/8" = 1'-0"</u>	APPROVED BY:	DRAWN BY: <u>[Signature]</u>	REVISED: <u>3-7-72</u>
DATE: <u>2-28-72</u>	DONALD S. ROMBOUGH AIA ARCHITECT & PLANNER		
GRAND DEVELOPMENT CO. - 100 INDEPENDENT RD. - OAKLAND, CA. 94621			
JOB # <u>508</u>	PLOT PLAN CHANGE	DRAWING NUMBER	<u>CD - 1</u>



# Appendix C



NOT TO SCALE



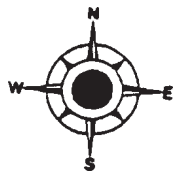
AllWest

PROJECT NO.  
11043.23

**FIGURE C-1:**  
HISTORICAL AERIAL PHOTOGRAPH  
4/24/73, GRAND AUTO, 4240 EAST  
14TH STREET, OAKLAND, CALIFORNIA

SOURCE:  
HJW/PACIFIC AERIAL SURVEYS

DATE: 04/24/73



NOT TO SCALE



AllWest

PROJECT NO.  
11043.23

**FIGURE C-2:**  
HISTORICAL AERIAL PHOTOGRAPH  
5/15/85, GRAND AUTO, 4240 EAST  
14TH STREET, OAKLAND, CALIFORNIA

SOURCE:  
HJW/PACIFIC AERIAL SURVEYS

DATE: 05/15/85



# Appendix D



## STANDARD GEOPROBE™ DPT SAMPLING PROCEDURES

### **Soil Sampling**

Direct push technology (DPT) soil core sampling using Geoprobe™ or similar methods is accomplished using a nominal 4-foot long, 2-inch diameter stainless steel drive probe and extension rods. The drive probe is equipped with nominal 1-1/2 inch diameter clear plastic poly tubes that line the interior of the probe. The probe and insert tubes are together pneumatically driven using a percussion hammer in 4-foot intervals. After each drive interval the drive probe and rods are retrieved to the surface. The poly tube containing subsurface soil is then removed. The drive probe is then cleaned, equipped with a new poly tube and reinserted into the boring with extension rods as required. The apparatus is then driven following the above procedure until the desired depth is obtained. The poly tubes and soil are inspected after each drive interval with lithologic and relevant drilling observations recorded. Soil samples are screened for organic vapors using an organic vapor meter (OVM), photo-ionization detector (PID) or other appropriate device. OVM/PID readings, soil staining and other relevant observations are recorded. Selected soil sample intervals can be cut from the 4-foot intervals for possible analytical or geotechnical testing or other purposes.

The soils contained in the sample liners are then classified according to the Uniform Soil Classification System and recorded on the soil boring logs.

Sample liners selected for laboratory analyses are sealed with Teflon sheets, plastic end caps, and silicon tape. The sealed sample liner is then labeled, sealed in a plastic bag, and placed in an ice chest cooled to 4°C with crushed ice for temporary field storage and transportation. The standard chain-of-custody protocol is maintained for all soil samples from the time of collection to arrival at the laboratory.

### **Groundwater Sampling**

Groundwater sampling is performed after the completion of soil sampling and when the boring has reached its desired depth. The steel probe and rods are then removed from the boring and new, nominal 1-inch diameter PVC solid and perforated temporary casing is lowered into the borehole. Alternatively, a retractable screen sampling device such as a Hydropunch™ can be driven to the desired depth and pulled back to expose the screened interval. Depth to water is then measured using an electronic groundwater probe. Groundwater samples are collected using a stainless steel bailer, disposable Teflon™ bailer, or check valve or peristaltic pump with disposable Teflon™ or polyethylene sample tubing.

After the retrieval of the bailer, groundwater contained in the bailer (or discharged from sample tubing) is decanted into laboratory provided containers. The containers are then sealed with Teflon coated caps with no headspace, labeled, and placed in an ice chest for field storage and transportation to a state certified analytical laboratory. The standard chain-of-custody protocols are followed from sample collection to delivery to the laboratory. A new bailer (or sample tubing) is used for each groundwater sampling location to avoid cross contamination.

# Appendix E



**APPLICATION FOR AUTHORIZATION TO USE**

**REPORT TITLE:** SOIL AND GROUNDWATER INVESTIGATION  
WORKPLAN ADDENDUM  
KRAGEN AUTO SUPPLY (FORMER GRAND AUTO #43)  
4240 INTERNATIONAL BOULEVARD (EAST 14TH STREET)  
OAKLAND, CALIFORNIA

To: AllWest Environmental, Inc.  
530 Howard Street, Suite 300  
San Francisco, CA 94105

From (Applicant): \_\_\_\_\_  
(Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Ladies and Gentlemen:

Applicant hereby applies for permission to rely upon AllWest's work product, as described above, for the purpose of: (state here the purpose for which you wish to rely upon the work product)

Applicant only can accept and rely upon AllWest work product under the strict understanding that Applicant is bound by all provisions in the Terms and Conditions attached to the report. Every report, recommendation, finding, or conclusion issued by AllWest shall be subject to the limitations stated in the Agreement and subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. AllWest may withhold permission at its sole discretion or require additional re-use fees or terms.

**FEES:** A \$1,000 coordination and reliance fee, payable in advance, will apply. If desired, for an additional \$75 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if your request for reliance is not approved.

**REQUESTED BY**

**APPROVED BY**

\_\_\_\_\_  
Applicant Company

AllWest Environmental, Inc.

\_\_\_\_\_  
Print name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Signature and Date

PROJECT NUMBER: 11043.23  
PROJECT NAME: SOIL AND GROUNDWATER INVESTIGATION WORKPLAN ADDENDUM  
KRAGEN AUTO SUPPLY (FORMER GRAND AUTO #43)  
4240 INTERNATIONAL BOULEVARD (EAST 14TH STREET)  
OAKLAND, CALIFORNIA

## **GENERAL CONDITIONS TO THE WORK AUTHORIZATION**

### **AGREEMENT**

It is hereby agreed that the Client retains AllWest to act for and represent it in all matters set forth in the Work Authorization attached hereto (the "Work"). Such contract of retainer shall be subject to and is conditioned upon the following terms, conditions, and stipulations, which terms, conditions and stipulations will also apply to any further agreements, purchase orders, or documentation regarding the Work unless modified by a writing signed by both Parties to this Agreement. Signature by client on work authorization constitutes agreement with General Conditions as stated here.

It is recognized and agreed that AllWest has assumed responsibility only for making the investigations, reports and recommendations to the Client included within the Scope of Work. The responsibility for making any disclosures or reports to any third party and for the taking of corrective, remedial, or mitigative action shall be solely that of the Client.

### **REIMBURSABLE COSTS/INTEREST AND ATTORNEYS FEES**

1. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services 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-four cents (\$.54) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.2 times the direct cost to AllWest. Any rates set forth in this Agreement are subject to reasonable increases by AllWest upon giving thirty days' written notice to Client. Reimbursable costs will be charged to the client *only as outlined* in the attached proposal if the work is a for Phase I Environmental Site Assessment. Client knowingly and willingly agrees to pay interest on the balance of on unpaid invoices overdue more than 30 days at a rate of 18% per annum and all attorney fees incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its discretion.

### **WARRANTY AND LIMITATION OF LIABILITY**

2. AllWest will perform the Work with the usual degree and standard of care and skill observed by members of AllWest's profession in the same geographic area on projects of the type engaged in by AllWest. The financial liability of AllWest, including its employees and independent contractors including attorney fees for negligent errors or omissions including negligent misrepresentation(s) resulting from inspection/assessment services shall not exceed \$25,000 and shall be limited to direct damages. All other damages such as loss of use, profits, anticipated profits, interest, and like losses are consequential damages for which neither AllWest nor its employees or independent contractors are liable. Client hereby releases AllWest from all liability and damage incurred by the Client or other person which are associated with the services provided by AllWest, or the employees, agents, contractors or subcontractors of AllWest, under this Agreement. Payment of any invoice by the Client to AllWest shall be taken to mean the Client is satisfied with AllWest's services to the date of payment and is not aware of any deficiencies in those services.

Further, Client hereby releases AllWest from any and all liability for risks or damages to the Project site. AllWest assumes no liability or duties regarding the Project site by reason of its performance of the Work at the Project. Client shall hold AllWest harmless from any liabilities or duties with respect to the work or the Project. Client shall further release, Indemnify and hold AllWest harmless from any and all claims, liabilities or damages resulting from AllWest's use of technological or design concepts, or any other concepts or uses which, though acceptable and standard at the time the decision to use them was made, are unacceptable or non-standard beginning at the time work commences or any time thereafter. If AllWest must incur additional expenses in the work by reason or the need to incorporate new or different technologies into the Work, whether necessitated by new laws, regulations or guidelines, or by the desire of Client, Client agrees to reimburse AllWest for such expenses, as well as provide compensation for AllWest's services at the rates set forth in the Work Authorization.

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 assisting the Client in assessing any problem which may exist and in assisting the Client in formulating a remedial program, if such is within the Scope of Work which AllWest has assumed. Client recognizes that while necessary for investigations, commonly used exploration methods, 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 shall not be required to sign any documents, no matter by whom requested, that would result in AllWest having to certify, guarantee, warrant or opine on conditions whose existence AllWest cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with AllWest or payment of any amount due to AllWest in any way contingent upon AllWest signing any such documents.

### **TERMINATION**

3. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination which is not the fault of AllWest, 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 its reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

AllWest may issue notice 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**

4. 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 and shall remain the property of AllWest whether or not said documents are actually utilized in connection with the Project. The Client shall be permitted to retain a copy of any documents provided to the Client by AllWest, but said documents may not be used by the Client on other projects or for any other purpose, except the current one, except by agreement in writing with AllWest and with appropriate compensation to 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 their possession during the period that AllWest is actively providing expertise (30 days post the final invoice), CLIENT shall release AllWest from any and all liability for risks and damages the CLIENT incurs resulting from their 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 their accuracy or completeness. Client-provided documents will remain the property of the Client.

### **ACCESS TO PROJECT**

5. 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.

### **CONFIDENTIAL INFORMATION**

6. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and 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 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 hereto 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.

### **ADDITIONAL SERVICES**

7. In addition to the services to be performed by AllWest as described in the Work Authorization, the following items shall for the purposes of this Agreement be termed "Additional Services": (a) work resulting from changes in scope or magnitude of the Work as described therein, (b) work resulting from changes necessary because of construction cost over-runs, (c) work resulting from implementation of alternative or different designs from that first contemplated by the Parties, (d) work resulting from corrections or revisions required because of errors or omissions in construction by the building contractors, (e) work due to extended design or construction time schedules, (f) layout surveys in review of in-place constructed elements, and (g) services as an expert witness in connection with any public hearing, arbitration or proceedings of a court of record with respect to the Work on the Project.

AllWest will be compensated by Client for any Additional Services as provided under the Work Authorization.

## DISPOSAL OF CONTAMINATED MATERIAL

8. Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake or arrange for handling, removal, treatment, storage, treatment of hazardous material shall be the sole responsibility of Client. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

## INDEPENDENT CONTRACTOR

9. Both Client and AllWest agree that AllWest will act as 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.

## NOTICES

10. (a) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or if mailed by first class certified mail, return receipt requested, and properly addressed as follows:

To Client: \_\_\_\_\_  
To AllWest: AllWest Environmental, Inc.  
530 Howard Street, Suite 300  
San Francisco, California 94105

when either (i) the return receipt is signed by the addressee, (ii) the mailing is refused by the addressee, or (iii) the mailing is not delivered because the addressee moved and left no forwarding address; b) By giving the other party to this Agreement ten (10) days' written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

## ENTIRE AGREEMENT

11. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. The terms of this Agreement are contractual and not a mere recital. The undersigned have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act. This Agreement was entered into following negotiations between the Parties.

## MODIFICATION / WAIVER / PARTIAL INVALIDITY

12. The terms of this Agreement may be modified only by a writing signed by both Parties. No consent or waiver, express or implied, by either party to or of any breach or default by another in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act 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 the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

## INUREMENT / TITLES / ATTORNEYS' FEES

13. 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. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. In addition, AllWest and Client shall be entitled to be reimbursed by the other for any attorneys' fees or other costs reasonably incurred in enforcing the terms of this Agreement in the event such fees are incurred without resorting to arbitration or litigation.

## INTERPRETATION / ADDITIONAL DOCUMENTS

14. The words "Client" and "AllWest" as used herein shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. Words used in the masculine gender include the feminine and neuter. If there is more than one Client or Consultant, the obligations hereunder imposed on Client or AllWest or Consultant shall be joint and several. Although the printed provisions of this Agreement were drafted by the attorneys for AllWest, 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 herein contained in an effort to reach the intended result. Each of the Parties hereto shall upon request execute and/or acknowledge and/or deliver to each other Party or to its representatives any and all further documents which may now or hereafter be necessary to enable any of the Parties to effectuate any of the provisions of this Agreement.

#### **AUTHORITY**

15. 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, that the Board of Directors if required pursuant to the bylaws or resolution of the corporation approved this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture or a general partnership, the signatories below warrant that said joint venture or general partnership is properly and duly organized and existing under the laws of the respective state of its formation and pursuant to the joint venture agreement or a partnership agreement as well as by virtue of the laws of the respective state of its formation, said signatory is a joint venturer or a general partner of said joint venture or general partnership and has the power and authority to bind the joint venture or the general partnership.

#### **COUNTERPARTS / ABSENCE OF PARTNERSHIP OR JOINT VENTURE**

16. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document. It is expressly understood that the Client does not, in any way or for any purpose, become a partner of AllWest in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with AllWest. It is expressly understood that AllWest do not, in any way or for any purpose, become a partner of the Client in the conduct of Client's business, or otherwise, or joint venturer or a member of a joint enterprise with Client.

#### **THIRD PARTY BENEFICIARIES / CONTROLLING LAW**

17. 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.