

RECEIVED

3:06 pm, Feb 07, 2011

Alameda County
Environmental Health

Thomas Gillis
1153 Copper Verde Lane
Modesto, CA 95355

January 19, 2011

Mr. Paresh Khatri
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 Fourth Quarter 2010 Groundwater Monitoring Program Report, Former Mandela Trucking, 1225 Mandela Parkway, Oakland, California 94607, ACEH Fuel Leak Case No. RO0000041, GeoTracker Global ID No. T0600102246

Dear Mr. Khatri:

As required in your letter of September 17, 2009 regarding the groundwater monitoring program at the above-referenced subject site, we submit this transmittal letter and accompanying report for the Fourth Quarter 2010 groundwater monitoring event. As agreed during our meeting of October 7, 2010, the groundwater monitoring frequency has been reduced to a semiannual basis.

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,


Thomas Gillis

cc: Clarence Glasper, Mandela Trucking, P.O. Box 245160, Sacramento, CA 94824
Dominick Lee, VA Transportation, 1340 Mandela Parkway, Oakland, CA 94607-2055
Leonard Niles, AllWest Environmental, Inc., 530 Howard Street, Suite 300, San Francisco, CA 94105



AllWest Environmental, Inc.

Specialists in Physical Due
Diligence and Remedial Services

530 Howard Street, Suite 300
San Francisco, CA 94105
Tel 415.391.2510
Fax 415.391.2008

**Fourth Quarter 2010
Groundwater Monitoring Program Report**

*Former Mandela Trucking
1225 Mandela Parkway
Oakland, California 94607*

*Fuel Leak Case No. RO0000041
And
Global ID # T0600102246*

PREPARED FOR:

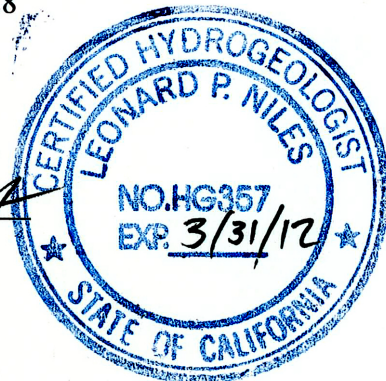
Mr. Clarence Glasper
c/o Mr. Thomas Gillis
1153 Copper Verde Lane
Modesto, California 95355

ALLWEST PROJECT 10032.28
December 23, 2010

PREPARED BY:

Leonard P. Niles

Leonard P. Niles, PG, CHG
Senior Project Manager



REVIEWED BY:

Marc D. Cunningham
Marc D. Cunningham, REA
President



TABLE OF CONTENTS

I.	INTRODUCTION	Page 1
II.	PROJECT BACKGROUND.....	Page 1
III.	PROJECT ACTIVITIES.....	Page 3
	A. Scope of Work	Page 3
	B. Groundwater Sampling Procedures	Page 3
	C. Sample Preservation, Storage and Handling QA/QC	Page 4
	D. Laboratory Analyses.....	Page 4
IV.	INVESTIGATIVE FINDINGS	Page 5
	A. Groundwater Observations	Page 5
	B. Analytical Data	Page 5
V.	DISCUSSION.....	Page 6
VI.	CONCLUSIONS AND RECOMMENDATIONS	Page 7
VII.	REPORT LIMITATIONS	Page 7
VIII.	REFERENCES	Page 8

TABLES

Table 1:	Summary of Well Construction Details and Groundwater Elevation Data
Table 2:	Summary of Groundwater Analytical Data: Petroleum Hydrocarbons

FIGURES

Figure 1:	Vicinity Map
Figure 2:	Site Plan with Boring and Well Locations
Figure 3:	Groundwater Elevation Contours, November 18, 2010
Figure 4:	Groundwater TPH-d Isoconcentration Map, November 18, 2010
Figure 5:	Groundwater TPH-mo Isoconcentration Map, November 18, 2010

APPENDICES

Appendix A:	Historical Groundwater Analytical Data
Appendix B:	Groundwater Monitoring Well Sampling Field Logs
Appendix C:	Laboratory Analytical Report and Chain-of-Custody Form
Appendix D:	General Conditions & Request for Reliance



AllWest Environmental, Inc.

Specialists in Physical Due
Diligence and Remedial Services

530 Howard Street, Suite 300
San Francisco, CA 94105
Tel 415.391.2510
Fax 415.391.2008

**Fourth Quarter 2010
Groundwater Monitoring Program**

**Former Mandela Trucking
1225 Mandela Parkway
Oakland, California**

**Fuel Leak Case No. RO0000041
And
Global ID # T0600102246**

I. INTRODUCTION

AllWest Environmental, Inc. (AllWest) prepared this report to present the results of groundwater monitoring performed during the fourth quarter of 2010 at the above-referenced subject site (Figure 1). The purpose of the work was to assess petroleum hydrocarbon concentrations in first encountered groundwater impacted from site historical land use activities. The work was performed in response to a letter dated September 17, 2009 from the Alameda County Health Care Services Agency, Environmental Health Services (ACEH), requesting performance of quarterly groundwater monitoring and submittal of quarterly monitoring reports for the subject site.

II. PROJECT BACKGROUND

The Mandela Trucking facility is located at 1225 Mandela Parkway in a mixed residential, commercial and industrial area of Oakland, California on the southwest corner of the intersection of Mandela Parkway and 13th Street. The subject property ("site") is bounded on the north by 13th Street, with a park across the street to the north; to the east by Mandela Parkway with a trucking facility (VA Transportation) across the street to the east; to the south by residential development; and to the west by a church and parking lot. The site location and vicinity are shown on Figure 1.

The site is an approximately 12,100 square foot lot developed with a small single story 1,100 square foot office building. The entire site is surrounded by a chain link and barbed wire fence with locked gates. The building is centrally located with the remaining area formerly used for truck parking. The ground surface is paved with asphalt except for small areas of concrete on the east and west sides of the building. A concrete former fuel dispenser island is located on the east side of the building. The property was used until recently as a vehicle storage and maintenance yard by VA Transportation, but is now vacant. The site and existing structures are shown on Figure 2.

The site is located approximately 1.3 miles southeast of San Francisco Bay and the Oakland Outer Harbor at an elevation of approximately 20 feet above mean sea level (ft MSL). The property occupies a broad alluvial plain formed by streams flowing from the Oakland Hills on the east to the San Francisco Bay on the west. Topographic relief at the site is nearly level with a slight gradient to the west-northwest toward Oakland Outer Harbor and San Francisco Bay.

The property is located within the East Bay Plain groundwater basin and Oakland Sub-Area basin. Shallow groundwater at the site vicinity is proposed for designation as Zone A and potentially has beneficial usage as a drinking water source, according to the Regional Water Quality Control Board, San Francisco Bay Region, *East Bay Plain Groundwater Basin Beneficial Use Evaluation Report*, June 1999 (RWQCB, 1999). The direction of groundwater flow is typically to the northwest at a gradient of approximately 0.001 feet per foot (AllWest, *Groundwater Monitoring Well Installation Report*, August 4, 2010).

A gasoline service station was present at the subject site prior to the early 1960's; trucking facilities occupied the site from approximately 1963 to the present. The underground storage tanks (USTs) were removed in 1996. Several soil excavations and subsurface investigations have been performed at the subject site since 1996.

A detailed history of the subject site prior to 2007 is presented in the Golden Gate Tank Removal *Work Plan for Additional Site Characterization* dated July 17, 2007 (GGTR, 2007). Less detailed summaries of investigative and remedial activities prior to 2007, and a detailed summary of site investigation activities since 2007, are presented in the *AllWest Monitoring Well Installation Report*, dated August 4, 2009 (AllWest, August 2009). Historical groundwater analytical data is included in Appendix A. Three groundwater monitoring wells, MW-1, MW-2 and MW-3, were installed at the subject site by AllWest in June 2009. Bio-parameter analysis was conducted for groundwater samples collected during the May 2010 monitoring event (Appendix A). Well construction details are summarized in Table 1. Monitoring well and boring locations are shown in Figure 2.

III. PROJECT ACTIVITIES

A. Scope of Work

The scope of work consisted of the following tasks:

- 1) Measured depth to groundwater in all wells; collected field and physical parameters during well purging operations; and collected groundwater samples from three site monitoring wells: MW-1 through MW-3.
- 2) Maintained samples under chain-of-custody protocols and transported to a Department of Health Services (DHS) certified analytical laboratory for chemical analyses. Analyzed groundwater samples for the presence of total petroleum hydrocarbons as diesel (TPH-d) and motor oil (TPH-mo) by EPA method 8015B with silica gel cleanup, and total petroleum hydrocarbons as gasoline (TPH-g), benzene, toluene, ethyl benzene and xylenes (BTEX), and methyl tert-butyl ether (MTBE) by EPA Method 8015BM/8021B.
- 3) Prepared this written report describing the sampling event, laboratory data, investigation findings, conclusions and recommendations.
- 4) Uploaded the report and data to the ACEH FTP site and GeoTracker database.

B. Groundwater Sampling Procedures

On November 18, 2010, the monitoring wells were opened to allow groundwater levels to equilibrate. An electric water level measuring device was then used to measure depths to groundwater. A bailer was then lowered into the groundwater and upon retrieval the bailer was examined for any floating product or product sheen. No floating hydrocarbon product, sheen, or odor was observed in any of the wells.

After initial measurements were completed and recorded, the site wells MW-1, MW-2 and MW-3 were purged with disposable polyethylene bailers; a different disposable bailer was used for each well. During the purging operation groundwater characteristics (temperature, pH, conductivity, dissolved oxygen (DO₂) and oxidation reduction potential (ORP)) were measured and recorded. A minimum of three well volumes of groundwater were purged from each well or until groundwater characteristics stabilized. Copies of the groundwater monitoring field logs are included in Appendix A.

Following recovery of water levels to at least 80% of their static level, groundwater samples were collected by AllWest from wells MW-1 through MW-3 on November 18, 2010 using disposable polyethylene bailers. Upon retrieval of the bailer, the retained water was transferred to appropriate sample

bottles furnished by the analytical laboratory. All sample bottles for volatile organic analysis had a Teflon™ lined septum/cap and were filled such that no headspace was present. Two 40 milliliter (ml) volatile organic analysis (VOA) vials preserved with hydrochloric acid (HCl) were used to collect the required amount of water for the TPH-g, BTEX and MTBE analysis. One 1-liter amber glass bottle preserved with HCL was used to collect the sample for TPH-d and TPH-mo analysis.

To prevent cross contamination, all groundwater sampling equipment that came in contact with the groundwater was decontaminated prior to use.

C. Sample Preservation, Storage and Handling QA/QC

Sample Preservation, Storage and Handling

To help prevent the loss of constituents of interest, all samples were preserved by using laboratory prepared and supplied sampling vials and bottles which contained HCL, H₂SO₄, or HNO₃ as a preservative and storing them in an ice chest cooled to approximately 4°C with crushed ice immediately after their collection and during transportation to the laboratory.

Chain-Of-Custody Program

All samples collected for this project were transported under chain-of-custody protocol. The document included 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. A copy of the chain-of-custody is included with the Laboratory Analytical Report in Appendix B.

Decontamination Procedures

All reused groundwater sampling equipment and instruments were cleaned and rinsed with distilled water prior to each use. Disposable sampling devices were used when possible to reduce the frequency of cross contaminating equipment.

D. Laboratory Analyses

Three groundwater samples were analyzed as part of this investigation. All samples were analyzed by McCampbell Analytical, Inc., (McCampbell) of Pittsburg, California, a California Department of Health Services (DHS) approved laboratory for the analysis requested. Analytical methods were chosen based on historic site use and results of previous investigations. Copies of the chain of custody document and laboratory data sheets are attached as Appendix B.

The groundwater samples collected during this investigation were analyzed on a five day turn-around basis for TPH-d and TPH-mo by EPA method 8015B with silica gel cleanup, and TPH-g, BTEX and MTBE by EPA Method 8015BM/8021B. The silica gel cleanup procedure is used to remove biogenic interferences that can cause high biases or false positives in the TPH-extractables or oil & grease analyses. This cleanup procedure removes polar compound interferences, notably vegetable and animal products (oils, sugars, and fatty acids) from the extract without affecting the petroleum hydrocarbons, since most petroleum products are non-polar.

IV. INVESTIGATIVE FINDINGS

A. Groundwater Observations

Depth to groundwater on November 18, 2010 in site wells MW-1 through MW-3 ranged from 7.32 to 8.39 feet below top of casing (TOC). Groundwater elevation data is included in Table 1.

A review of groundwater elevation monitoring data indicates groundwater elevations declined in wells MW-1 through MW-3 since the May 2010 monitoring event. Groundwater elevations, measured on November 18, 2010, decreased an average of -2.34 feet compared to the May 5, 2010 monitoring event. The site well with the lowest groundwater elevation was MW-2 at 8.87 feet above mean sea level (MSL); the highest was MW-1 at 8.95 feet MSL.

The wellhead elevation data along with depth to water measurements were used to calculate local groundwater flow direction and gradient. The direction of groundwater flow on November 18, 2010 was to the north-northwest at a shallow gradient of 0.00099 feet per foot. A groundwater elevation contour map is included as Figure 3. Groundwater flow direction in November 2010 was similar to the May 2010 monitoring event, with a decrease in gradient.

B. Analytical Data

Groundwater

Laboratory groundwater sample data for petroleum hydrocarbons are summarized in Table 2; laboratory analytical data reports are included in Appendix B.

TPH-d was detected in one shallow groundwater sample collected from well MW-1, at a concentration of 110 micrograms per liter ($\mu\text{g/L}$). TPH-d was not detected in groundwater samples collected from wells MW-2 and MW-3 during this monitoring event. TPH-g, TPH-mo, BTEX, and fuel oxygenates were not detected in any groundwater samples collected during this monitoring event.

TPH-d and TPH-mo concentrations in groundwater monitoring wells for the November 18, 2010 event, and historical groundwater grab sampling events from 2006 to 2008, are displayed in Figures 4 and 5.

Laboratory QA/QC

A review of laboratory internal quality assurance/quality control (QA/QC) report indicates the method blank and sample spike data for all analyses were within the laboratory recovery limits. The samples were also analyzed within the acceptable EPA holding times. The data from the McCampbell Laboratories are considered to be of good quality. Laboratory analytical reports and chain-of-custody records are attached to this report.

V. DISCUSSION

To assess if the identified petroleum hydrocarbons in the groundwater pose a risk to human health and the environment, concentrations were compared with the RWQCB ESLs from *Table F-1A – Groundwater Screening Levels (Groundwater is a Current or Potential Drinking Water Resource)*, (RWQCB, 2008).

The only detected petroleum hydrocarbon concentrations during this monitoring event were 110 µg/L of TPH-d in the sample collected from well MW-1, which slightly exceeded the corresponding RWQCB ESL of 100 µg/L (Table 3). Well MW-1 is located near the likely petroleum hydrocarbon source area near the fuel dispensers or ancillary piping located at the southern end of the former fuel island. The petroleum hydrocarbon concentrations detected in groundwater samples from well MW-1 were three orders of magnitude lower than those detected in samples from the adjacent but slightly downgradient boring SB-7 during the July 2008 investigation, located approximately 2.5 feet away from MW-1.

Based on current and historical data, the area of highest dissolved petroleum hydrocarbon concentrations extends in an elliptical plume along a northwest trending axis in the estimated hydraulic gradient direction from the source area, near well MW-1 and boring SB-7, to between boring SB-19 and well MW-2 near the northwest site boundary (Figures 4 and 5). AllWest notes that historical analytical data from the 2006 and 2008 investigations may not reflect current groundwater conditions, and the methodology used to collect grab groundwater samples from soil borings may not have yielded accurate results. The dissolved petroleum hydrocarbon plume does not appear to extend beyond the subject site boundaries, as indicated by the lack of detected petroleum hydrocarbon concentrations in downgradient wells MW-2 and MW-3 near the site boundaries. Lateral distribution of TPH-d and TPH-mo concentrations and iso-concentration contours in groundwater from current and historical data are shown in Figures 4 and 5.

Groundwater monitoring analytical data collected since July 2009 has indicated consistently decreasing TPH-d concentrations in monitoring well MW-1 at the source area (Table 2). Bio-parameter data from the May 2010 monitoring event indicate that site conditions are marginally favorable for natural aerobic degradation of petroleum hydrocarbons (Appendix A).

VI. CONCLUSIONS AND RECOMMENDATIONS

Groundwater elevations decreased by about 2.34 feet between the second quarter (May) and fourth quarter (November) 2010 monitoring events (Table 1). Groundwater flow direction was consistent between the second quarter and fourth quarter monitoring 2010 events, with a slight increase in gradient (Figure 3).

Data from this monitoring event further confirms the extent of the dissolved petroleum hydrocarbon plume characterized in previous investigations. The only petroleum hydrocarbons detected in groundwater during the current investigation were low concentrations of TPH-d from well MW-1, located near the likely petroleum hydrocarbon source area near the fuel dispensers. THP-d concentrations in groundwater samples from MW-1 have consistently declined since July 2009. The detected TPH-d concentrations in MW-1 only slightly exceeded ESLs for groundwater as a potential drinking water resource, and are three orders of magnitude lower than detected in the adjacent boring SB-7 during the June 2008 investigation. The dissolved petroleum hydrocarbon plume does not appear to extend beyond the subject site boundaries, and appears to be stabilized.

Due to the low and consistently declining concentrations of petroleum hydrocarbons detected during the most recent monitoring event, AllWest recommends reducing the frequency of groundwater monitoring to a semi-annual basis during the second and fourth quarters. The ACEH verbally authorized the reduction to semi-annual monitoring during a meeting with AllWest and the property owner on October 10, 2010.

VII. REPORT LIMITATIONS

The work described in this report is performed in accordance with the Environmental Consulting Agreement between Thomas Gillis (Client) and AllWest Environmental, Inc, dated April 2010. AllWest has prepared this report for the exclusive use of the Client for this particular project and in accordance with generally accepted practices at the time of the work. No other warranties, certifications or representations, either expressed or implied are made as to the professional advice offered.

The services provided for the Client were limited to their specific requirements; the limited scope allows for AllWest to form no more than an opinion of the actual site conditions. No matter how much research and sampling may be performed the only way

to know about the actual composition and condition of the subsurface of a site is through excavation.

The conclusions and recommendations contained in this report are made based on observed conditions existing at the site, laboratory test results of the submitted samples, and interpretation of a limited data set. It must be recognized that changes can occur in subsurface conditions due to site use or other reasons. Furthermore, the distribution of chemical concentrations in the subsurface can vary spatially and over time. The results of chemical analysis are valid as of the date and at the sampling location only. AllWest is not responsible for the accuracy of the test data from an independent laboratory nor for any analyte quantities falling below the recognized standard detection limits or for the method utilized by the independent laboratories.

VIII. REFERENCES

AllWest Environmental, Inc. (AllWest), *Subsurface Investigation Report, Former Mandela Trucking, 1225 Mandela Parkway, Oakland, California 94607*, September 12, 2008.

AllWest, *Subsurface Investigation Report, Former Mandela Trucking, 1225 Mandela Parkway, Oakland, California 94607*, January 13, 2009.

AllWest, *Monitoring Well Installation Report, Former Mandela Trucking, 1225 Mandela Parkway, Oakland, California 94607*, August 4, 2009.

AllWest, *Second Quarter 2010 Groundwater Monitoring Program Report, Former Mandela Trucking, 1225 Mandela Parkway, Oakland, California 94607*, May 27, 2010.

California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB), *Screening For Environmental Concerns at Sites with Contaminated Soil and Groundwater*, Interim Final November 2007, Updated March 2008.

RWQCB, *East Bay Plain Groundwater Basin Beneficial Use Evaluation Report, Alameda and Contra Costa Counties, California*, June 1999.

Golden Gate Tank Removal, *Work Plan for Additional Site Characterization, Commercial Property, 1225 Mandela Parkway, Oakland, California*, July 17, 2007.

Impact Environmental Sciences, *Groundwater Well Installation & Initial Groundwater Monitoring Report, 1409-1417 12th Street, Oakland, California*, October 9, 2008.

State of California Department of Toxic Substances Control (DTSC). 2008. *Appendix L – Preliminary Environmental Assessment Workplan Sample*. Preliminary Environmental Assessment Workplan, June 25, 2008.

State of California Environmental Protection Agency (Cal EPA). 1995. *Drilling, Coring, Sampling and Logging at Hazardous Substance Release Sites*. Guidance Manual for Ground Water Investigations, July 1995.

Cal EPA. 1995. *Reporting Hydrogeologic Characterization Data from Hazardous Substance Release Sites*. Guidance Manual for Ground Water Investigations, July 1995.

TABLES

TABLE 1
Summary of Well Construction Details
and Groundwater Elevation Data
Former Mandela Trucking
1225 Mandela Parkway
Oakland, California
AllWest Project No. 10032.28

Well Number	Casing Diameter (inches)	Borehole Diameter (inches)	Total Depth of Well (feet bgs)	Top-Bottom of Screen (feet bgs)	Screen Length (feet)
MW-1	2	8	18	8-18	10
MW-2	2	8	18	8-18	10
MW-3	2	8	18	8-18	10

Well Number	Date	TOC Elevation (feet MSL)	Ground Surface Elevation (feet MSL)	Depth to Groundwater (feet below TOC)	Groundwater Surface Elevation (feet MSL)
MW-1	6/24/2009a	19.75	20.09	9.75	10.00
MW-1	6/25/2009b	19.75	20.09	9.81	9.94
MW-1	7/8/2009c	19.75	20.09	9.84	9.91
MW-1	5/6/2010	19.75	20.09	8.39	11.36
MW-1	11/18/2010	19.75	20.09	10.80	8.95
MW-2	6/24/2009a	18.51	18.84	8.61	9.90
MW-2	6/25/2009b	18.51	18.84	8.71	9.80
MW-2	7/8/2009c	18.51	18.84	8.65	9.86
MW-2	5/6/2010	18.51	18.84	7.32	11.19
MW-2	11/18/2010	18.51	18.84	9.64	8.87
MW-3	6/24/2009a	18.92	19.32	9.02	9.90
MW-3	6/25/2009b	18.92	19.32	9.06	9.86
MW-3	7/8/2009c	18.92	19.32	9.09	9.83
MW-3	5/6/2010	18.92	19.32	7.74	11.18
MW-3	11/18/2010	18.92	19.32	10.04	8.88

Notes:

bgs below ground surface

TOC Top of Well Casing

MSL above Mean Sea Level

Elevation referenced to North American Datum (NAD) 1983 & North American Vertical Datum (NAVD) 1988

NM Not Measured

a prior to well development - water levels used for contour map

b prior to sampling; water levels not recovered from development - not used for contouring

c during well elevation survey; water levels recovered from development & sampling

TABLE 2
Summary of Groundwater Analytical Data: Petroleum Hydrocarbons

Former Mandela Trucking
 1225 Mandela Parkway
 Oakland, California
 AllWest Project No. 10032.28

Well / Sample ID Number	Date Sampled	Total Petroleum Hydrocarbons					Benzene	Toluene	Ethyl benzene	Xylenes	MTBE	Additional Fuel Oxygenates
		TPH-G	Qualifiers	TPH-D	Qualifiers	TPH-MO						
MW-1	6/25/2009	61	d7, b6, b1	390	e1, b6, b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	NA
MW-1	5/6/2010	ND (<50)		140	e2/e1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
MW-1	11/18/2010	ND (<50)		110	e2/e1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
MW-2	6/25/2009	ND (<50)	b1	ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	NA
MW-2	5/6/2010	ND (<50)		ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
MW-2	11/18/2010	ND (<50)		ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
MW-3	6/25/2009	ND (<50)	b1	ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	NA
MW-3	5/6/2010	ND (<50)		ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
MW-3	11/18/2010	ND (<50)		ND (<50)	b1	ND (<250)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5)	ND (<5)
Water Quality Criteria (RWQCB ESLs)		100		100		100	1	40	30	20	5	5

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

TPH-G - Total petroleum hydrocarbons as gasoline (analytical method SW8015Bm)

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

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

Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) (analytical method SW8021B or SW8260B)

MTBE - Methyl tert-butyl ether (analytical method SW8021B or SW8260B)

Additional Fuel Oxygenates - Tert-amyl ethyl ether (TAME), tert-butyl alcohol (TBA), diisopropyl ether (DIPE), ethyl tert-butyl ether (ETBE) (analytical method SW8260B)

ND - Not detected at or above listed reporting limit

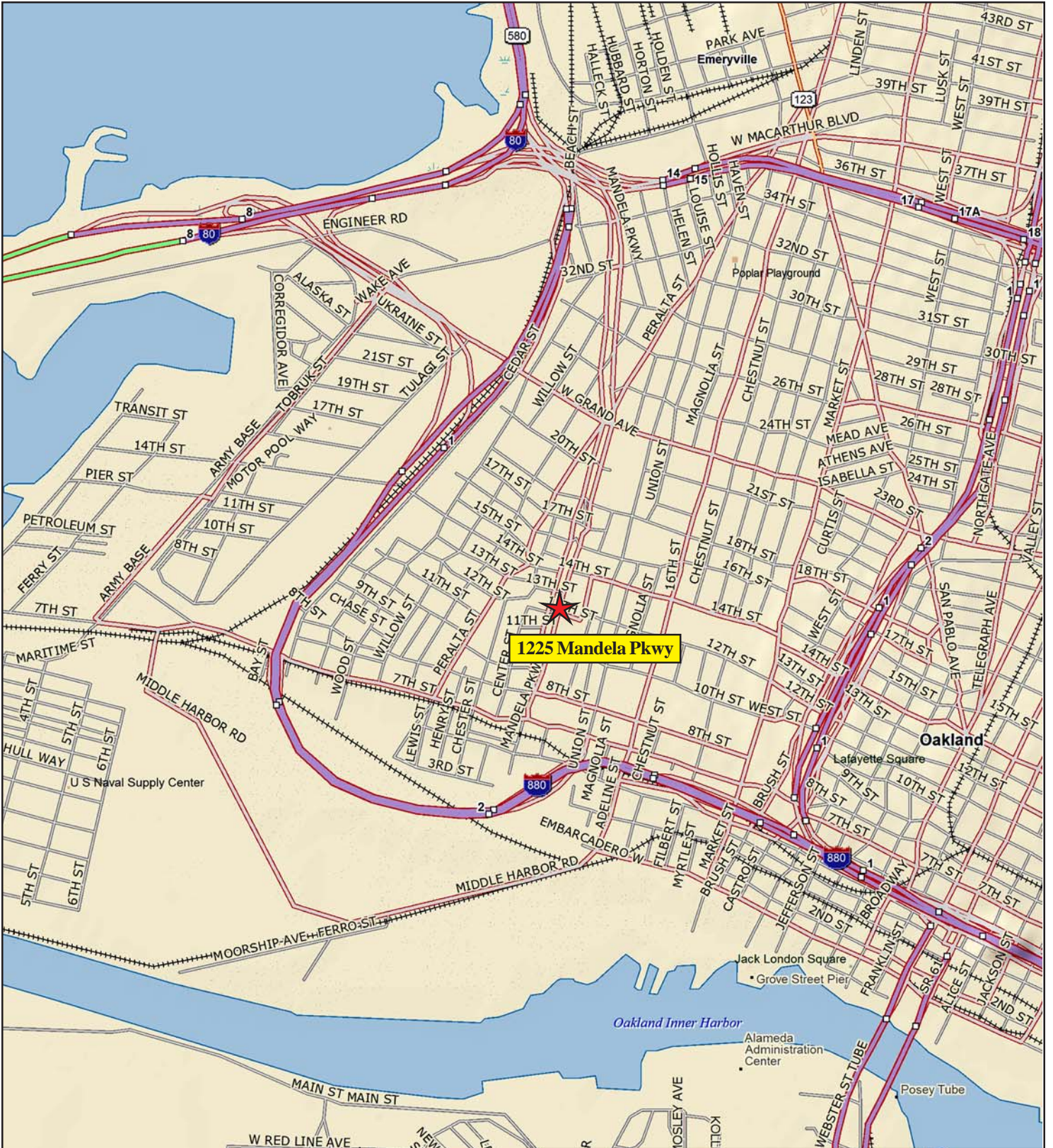
NE - Not established

NA - Not analyzed

Laboratory Qualifiers: b1 = aqueous sample that contains greater than ~1 vol. % sediment
 b6 = lighter than water immiscible sheen/product is present
 d1 = weakly modified or unmodified gasoline is significant
 d7 = strongly aged gasoline or diesel range compounds are significant in the TPH-g chromatogram
 e1 = unmodified or weakly modified diesel is significant
 e2 = diesel range compounds are significant, no recognizable pattern

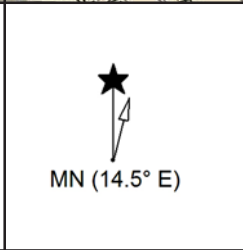
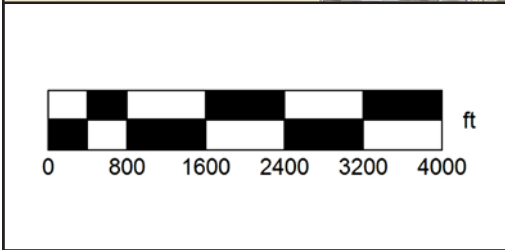
Water Quality Criteria: Environmental Screening Levels (ESLs) for commercial/industrial land use where groundwater is a potential drinking water resource from Tables A, C and F1a, Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater. San Francisco Bay Regional Water Quality Control Board (RWQCB), May 2008

FIGURES



1225 Mandela Pkwy

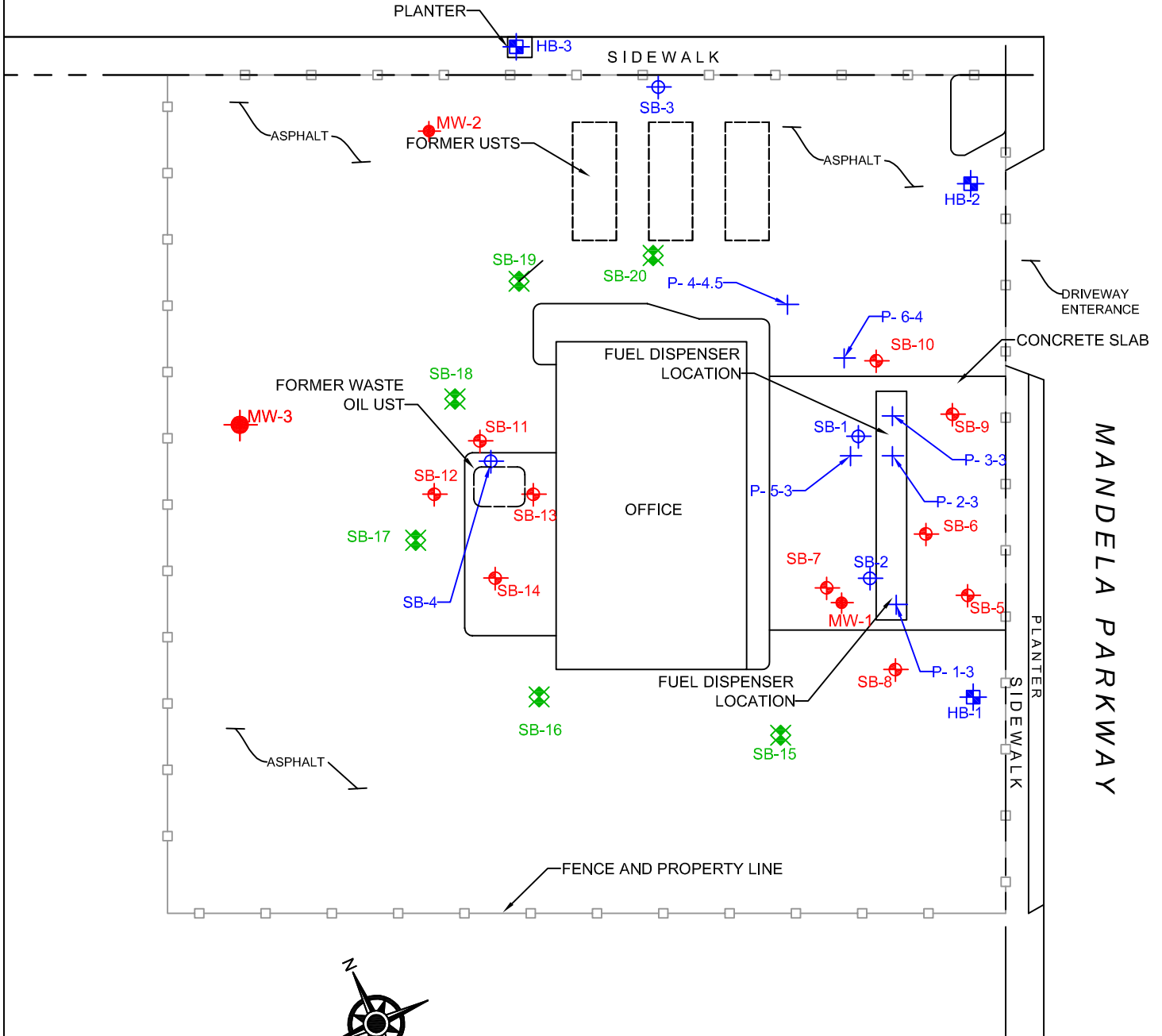
Oakland



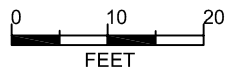
PROJECT NO.
10032.28

SITE LOCATION MAP	
FIGURE 1	
FORMER MANDELA TRUCKING	
1225 MANDELA PARKWAY	
OAKLAND, CALIFORNIA	
SOURCE: DELORME TOPO 6.0	
PREPARED BY: C. RAMELB (05/17/10)	

13 TH STREET



NOTE:
 All locations are approximate
 Site information obtained from GGTR Workplan 07/17/07



- ✕ GROUNDWATER SAMPLING BORING (ALLWEST, 7/21/08)
- ⊕ SOIL BORING LOCATIONS (ALLWEST 7/14/08)
- ⊕ PREVIOUS SOIL BORING LOCATIONS (GGTR)
- + PIPING SOIL SAMPLE LOCATION (GGTR)
- ⊠ HYDRO PUNCH LOCATION (GGTR 6/7/06)
- ⬮ GROUNDWATER MONITORING WELL (ALLWEST 6/22/09)



PROJECT NO.
10032.28

SITE PLAN WITH BORING & WELL LOCATIONS

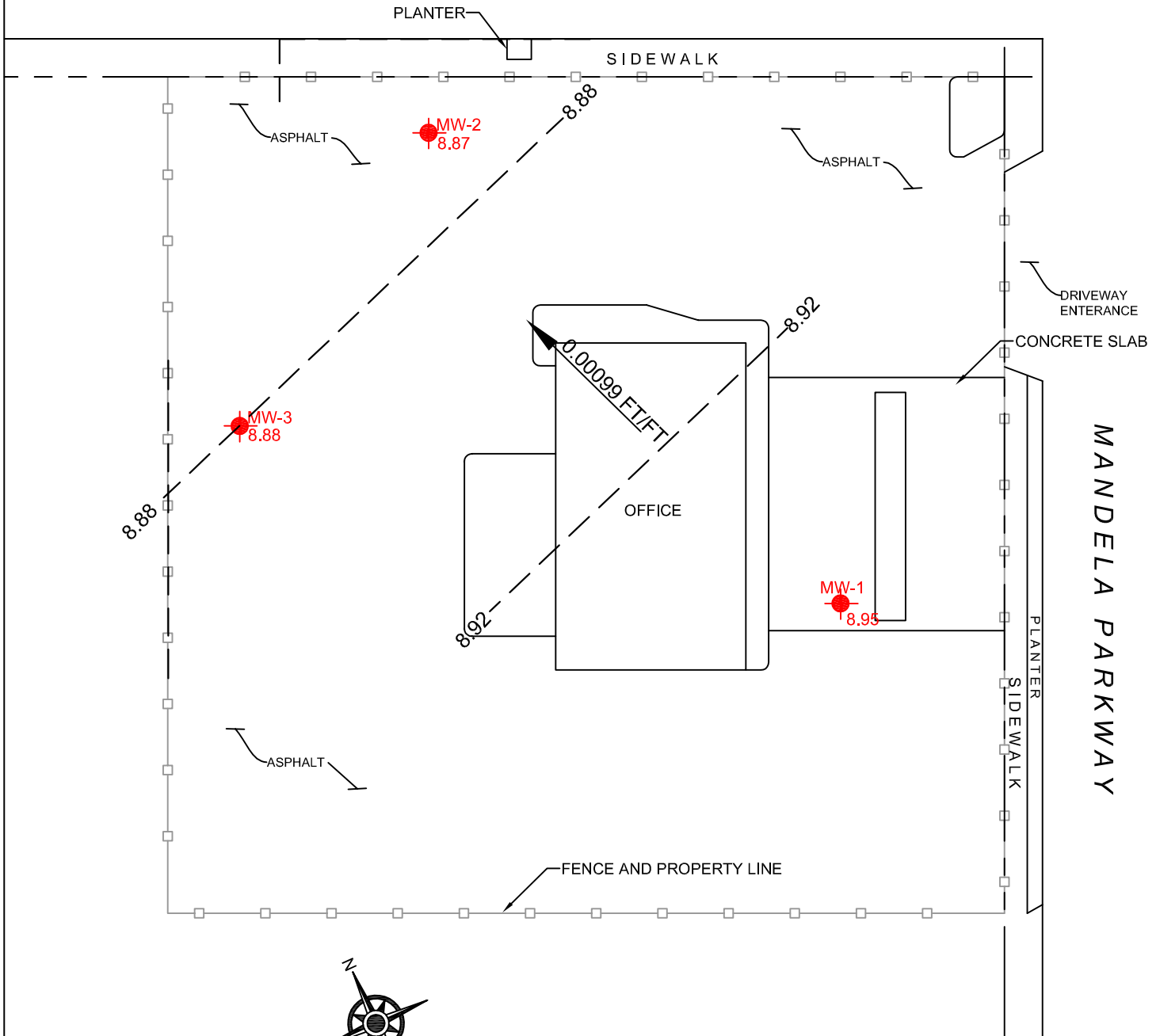
FIGURE 2

FORMER MANDELA TRUCKING
 1225 MANDELA PKWY, OAKLAND, CA

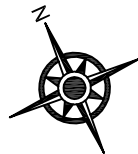
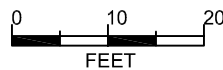
Drawn by: PRAKASH KRISHAN

Date: 5/17/2010

13 TH STREET



NOTE:
 All locations are approximate
 Site information obtained from GGTR Workplan 07/17/07



MW-1
 8.95
 MONITORING WELL LOCATION WITH
 GROUNDWATER ELEVATION IN FEET
 ABOVE MEAN SEA LEVEL (MSL)

8.88
 GROUNDWATER ELEVATION
 CONTOUR IN FEET MSL

0.00099
 GROUNDWATER FLOW DIRECTION
 AND GRADIENT IN FEET PER FEET (FT/FT)



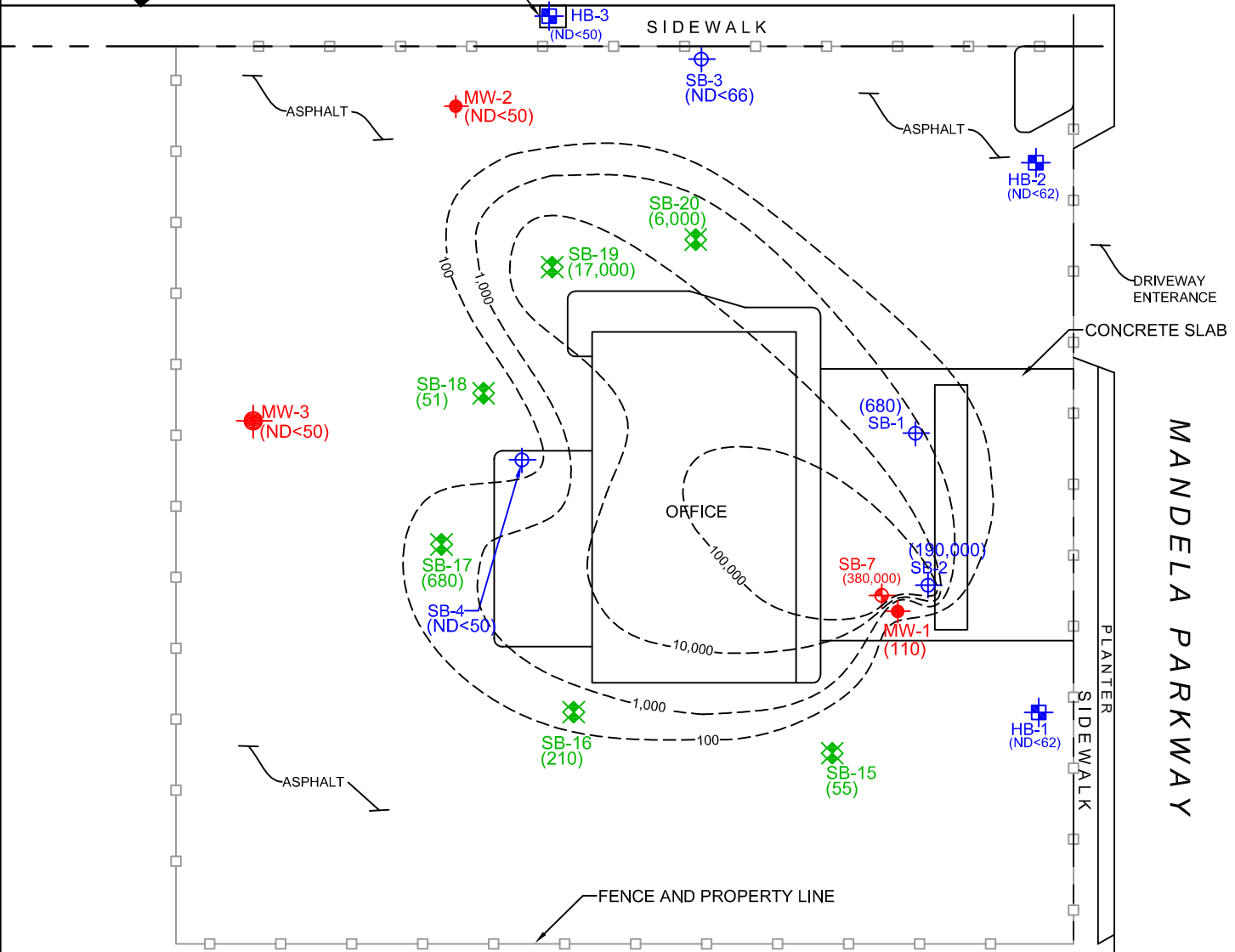
PROJECT NO.
 10032.28

GROUNDWATER ELEVATION CONTOURS, 11/18/10	
FIGURE 3	
FORMER MANDELA TRUCKING WORK PLAN	
1225 MANDELA PKWY, OAKLAND, CA	
PROJECT NO. 10032.28	Drawn by: PRAKASH KRISHAN
	Date: 12-29-10

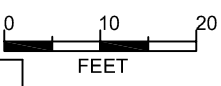
13 TH STREET



GROUNDWATER FLOW DIRECTION, 11/18/10



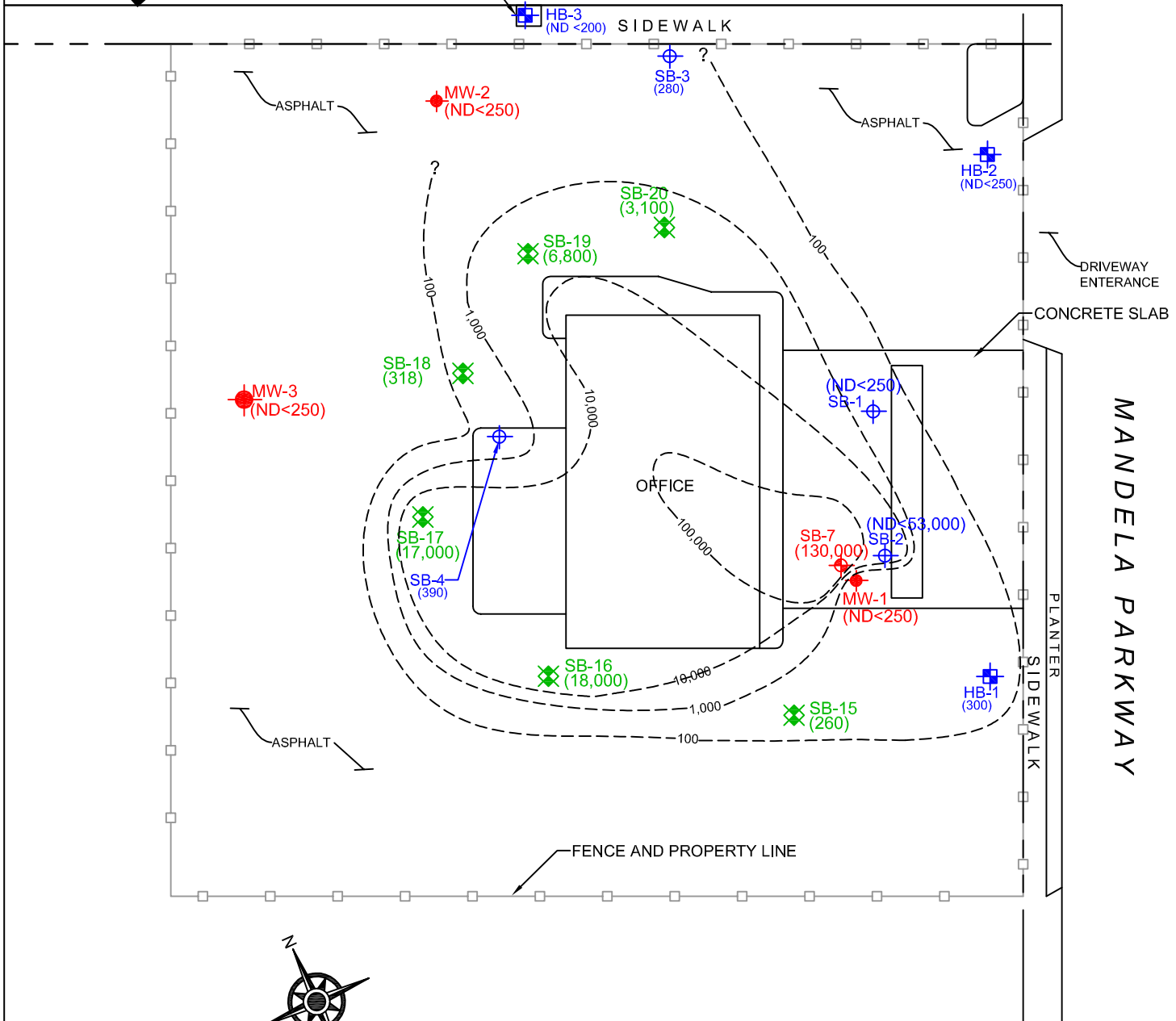
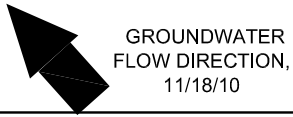
NOTE:
All locations are approximate
Site information obtained from GGTR Workplan 07/17/07



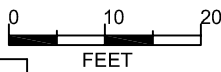
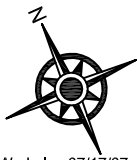
- GROUNDWATER SAMPLING BORING LOCATION (ALLWEST, 11/21/08)
- SOIL BORING LOCATIONS (ALLWEST 7/14/08)
- PREVIOUS SOIL BORING LOCATIONS (GGTR)
- HYDRO PUNCH LOCATION (GGTR 6/7/06)
- 17,000 TOTAL PETROLEUM HYDROCARBON AS DIESEL (TPH-D) CONCENTRATION IN MICROGRAMS PER LITER (µg/L)
- 1,000 (TPH-D) ISO CONCENTRATION CONTOUR IN µg/L, DASHED WHERE UNCERTAIN
- GROUNDWATER MONITORING WELL (ALLWEST 11/18/10)

 AllWest	GROUNDWATER TPH-D ISOCONCENTRATION MAP, 11/18/10
	FIGURE 4
FORMER MANDELA TRUCKING	
1225 MANDELA PKWY, OAKLAND, CA	
PROJECT NO. 10032.28	Drawn by: PRAKASH KRISHAN
Date: 12/30/2010	

13 TH STREET



NOTE:
 All locations are approximate
 Site information obtained from GGTR Workplan 07/17/07



- GROUNDWATER SAMPLING BORING LOCATION (ALLWEST, 11/21/08)
- GROUNDWATER SAMPLE BORING LOCATIONS (ALLWEST 7/14/08)
- PREVIOUS GROUNDWATER SAMPLE BORING LOCATIONS (GGTR)
- HYDRO PUNCH LOCATION (GGTR 6/7/06)
- 17,000 TOTAL PETROLEUM HYDROCARBON AS MOTOR OIL (TPH-MO) CONCENTRATION IN MICROGRAMS PER LITER (ug/L)
 (TPH-MO) ISO CONCENTRATION CONTOUR IN ug/L, DASHED
 WHERE UNCERTAIN
- GROUNDWATER MONITORING WELL (ALLWEST 11/18/10)

<p>AllWest</p>	GROUNDWATER TPH-MO ISOCONCENTRATION MAP, 11/18/10	
	FIGURE 5	
	MANDELA TRUCKING	
	1225 MANDELA PKWY, OAKLAND, CA	
PROJECT NO. 10032.28	Drawn by: PRAKASH KRISHAN	
	Date: 12/29/10	

Appendix A

Table A-1
Summary of Historical Groundwater Analytical Data, 2006
Source: Golden Gate Tank Removal, Inc., 2007

TABLE 3
Results of Grab Groundwater Sampling - June 2006
1225 Mandela Parkway, Oakland, CA

Sample ID	GW Sample Depth (fbg)	Sample Date	TPH-G (ug/l)	TPH-D (ug/l)	TPH-MO (ug/l)	B/T/E/X (ug/l)	MTBE (ug/l)	Oxy (ug/l)	Pb (ug/l)
SB-1-W	8.25	6/7/2006	210 (Atyp)	680	ND<250	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	9
SB-2-W	7.35	6/7/2006	1,100 (Atyp)	190,000	ND<53,000	0.77/ND<0.5/4.2/2.1	ND<1.0	ND<100	52
SB-3-W	6.75	6/7/2006	ND<25	ND<66	280	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	9
SB-4-W*	7.45	6/7/2006	ND<25	ND<50	390	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	55 (Total)
HB-1-W	6.99	6/7/2006	ND<25	ND<62	300	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	6
HB-2-W	6.65	6/7/2006	ND<25	ND<62	ND<250	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	8
HB-3-W	6	6/7/2006	29 (Atyp)	ND<50	ND<200	ND<0.5/ND<0.5/ND<0.5/ND<0.5	ND<1.0	ND<100	8

Table Notes:

TPH-G = Total Petroleum Hydrocarbons as gasoline

TPH-D = Total Petroleum Hydrocarbons as diesel w/ silica gel cleanup

TPH-MO = Total Petroleum Hydrocarbons as motor oil

BTEX = benzene, toluene, ethylbenzene, and total xylenes; MTBE = methyl tertiary-butyl ether

Oxy = Fuel Oxygenates; Pb = Lead (Dissolved)

fbg = feet below grade surface; ug/l = micrograms per liter; Atyp = atypical pattern on lab chromatogram (See Specific Lab Report)

-- not analyzed for this constituent; not detected

* = Sample also analyzed for Oil & Grease (ND<500 ug/l), VOCs (All ND<50 ug/l), and SVOCs (All ND<50 ug/l)

Static groundwater levels measured in HB-1 to HB-3 on June 8, 2006

TABLE A-2
Summary of Historical Groundwater Analytical Data, 2008
Former Mandela Trucking
1225 Mandela Parkway
Oakland, California
AllWest Project No. 10032.36

Sample Name	Date Sampled	Total Petroleum Hydrocarbons					Benzene	Toluene	Ethyl benzene	Xylenes	MTBE	VOC's	LEAD
		TPH-G	Qualifiers	TPH-D	Qualifiers	TPH-MO							
W-SB-7	7/14/2008	270		380,000		130,000	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	3.1 (Naphthalene) 2.4 (sec-Butyl benzene)	ND (<0.5)
SB-15	11/21/2008	ND (<50)	b1	55	e7, e2, b1	260	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	ND	NA
SB-16	11/21/2008	ND (<50)	b1	210	e7, e2, b1	1,800	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	ND	NA
SB-17	11/21/2008	ND (<50)	b1	680	e7, e2, b1	1,700	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	ND	NA
SB-18	11/21/2008	ND (<50)	b1	51	e7, e2, b1	310	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	ND	NA
SB-19	11/21/2008	71	d1, b6, b1	17,000	e3, b6, b1	6,800	0.52	1.7	ND (<0.5)	1.4	ND (<5.0)	16 (acetone), 7.0 (MEK)	NA
SB-20	11/21/2008	ND (<50)	b1	6,000	e1, e7, b1	3,100	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<0.5)	ND (<5.0)	12 (acetone)	NA
Water Quality Criteria (RWQCB ESLs)		100		100		100	1	40	30	20	5	1,500 (acetone), 4,200 (MEK)	2.5

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

TPH-G - Total petroleum hydrocarbons as gasoline (analytical method SW8015Cm)

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

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

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

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

VOCs - Volatile organic compounds (analytical method SW8260B)

MEK = 2-butanone, or methyl ethyl ketone

Lead (analytical method 6010C)

ND - Not detected at or above listed reporting limit

NE - Not established

NA - Not analyzed

Laboratory Qualifiers: b1 = aqueous sample contains greater than ~1 vol. % sediment
b6 = lighter than water immiscible sheen/product is present
d1 = weakly modified or unmodified gasoline is significant
e1 = unmodified or weakly modified diesel is present
e2 = diesel range compounds are significant, no recognizable pattern
e3 = aged diesel is significant
e7 = oil range compounds are significant

Water Quality Criteria: Environmental Screening Levels (ESLs) for commercial/industrial land use where groundwater is a potential drinking water resource from Tables A, C and F1a, Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater. San Francisco Bay Regional Water Quality Control Board (RWQCB), May 2008

TABLE A-3
Summary of Groundwater Analytical Data: Bio-Parameters
Former Mandela Trucking
1225 Mandela Parkway
Oakland, California
AllWest Project No. 10032.28

Well / Sample ID Number	Date Sampled	DO ₂ (field)	ORP (Eh) (field)	pH (field)	Ferrous Iron (Fe ⁺²)	Iron (Fe, Dissolved)	Manganese (Mn, Dissolved)	BOD	COD
		(mg/L)	mV	---	(µg/L)	(µg/L)	(µg/L)	(mg/L)	(mg/L)
MW-1	5/6/2010	2.36	269	6.78	260	ND (<50)	1,200	ND (<4.0)	32
MW-2	5/6/2010	1.92	264	7.03	78	ND (<50)	ND (<20)	ND (<4.0)	25
MW-3*	5/6/2010	2.54	235	6.80	ND (<50)	ND (<50)	ND (<20)	ND (<4.0)	42
Oxidizing Conditions**		>2	820-740	6-8	≤BG	≥BG	≤BG	---	---
Reducing Conditions***		<2	740-(-240)	6-8	>BG	<BG	>BG	---	---

Notes:

DO ₂	Dissolved Oxygen
ORP	Oxidation Reduction Potential (Redox Potential, or Eh)
BOD	Biological Oxygen Demand (analytical method SM5210B)
COD	Chemical Oxygen Demand (includes biological and chemical) (analytical method SM5220D)
Fe ⁺²	Ferrous Iron: Standard Method 3500-FE B4c
Fe	Dissolved iron: EPA Method 200.7
Mn	Dissolved manganese: EPA Method 200.7
mV	Millivolts
mg/L	Milligrams per liter (parts per million equivalent)
µg/L	Micrograms per liter (parts per billion equivalent)
ND	Not detected at or above laboratory detection limit (detection limit in parenthesis)
NA	Not Analyzed
*	Cross-gradient location, no detected petroleum hydrocarbons, assumed to be representative of background (BG) levels.
**	Aerobic (oxygen rich) environment favorable to petroleum hydrocarbon biodegradation; presumed background conditions outside of hydrocarbon plume.
***	Anaerobic (oxygen poor) environment, unfavorable to petroleum hydrocarbon biodegradation; indicative of conditions inside or downgradient of hydrocarbon plume following biodegradation.
≥BG	Greater than (or equal to) background levels (assumed MW-3 parameters)
≤BG	Less than (or equal to) background levels (assumed MW-3 parameters)

Appendix B



AllWest

PURGE TABLE

WELL ID: MW-1
Page - of -

SITE NAME: <u>Mandela - Oakland</u>	LOCATION: <u>1225 Mandela Pkwy, Oakland</u>
PROJECT NO: <u>10032.28</u>	DATE PURGED: <u>11/18/10</u>
PURGED/SAMPLED BY: <u>Leonard Niles</u>	DATE SAMPLED: <u>11/18/10</u>
TIME SAMPLED: <u>14:19</u>	DEPTH TO BOTTOM (feet): <u>18.25</u>
DEPTH TO WATER (feet): <u>10.80 (10:24)</u>	WATER COLUMN HEIGHT (feet): <u>7.45</u>
CALCULATED PURGE (gallons): <u>3.64</u>	CASING VOLUME (gallons): <u>1.212</u>
ACTUAL PURGE (gallons) <u>4</u>	<u>x3 = 3.64 gal</u>

DEVELOPMENT _____ QUARTERLY _____ SEMI BIENNIAL OTHER _____

SAMPLE TYPE: Groundwater Surface Water _____ Other _____

CASING DIAMETER: (2") x 3 3" _____ 4" _____
 Casing Volume (0.16) (0.38) (0.66)
 (gallons per foot): 1.5" x 36" bailer ≈ 0.25 gal

FIELD MEASUREMENTS

VOLUME (gal)	TIME	TEMP (degrees F)	PH (units)	CONDUCTIVITY (umhos/cm) TDS (ppm)	DISSOLVED OXYGEN (mg/L)	TURBIDITY (NTU)
0.25	13:01	21.1	6.37	821 / 410		slightly cloudy
1.25	13:05	21.5	5.99	813 / 406		cloudy-silty
2.5	13:12	21.1	5.92	841 / 420		" "
3.75	13:17	21.2	5.93	850 / 425		silty "

SAMPLE INFORMATION

SAMPLE DEPTH TO WATER (feet): 10.94 Analyses: 8015/8020 silica gel
 80% RECHARGE: Y/N (12.4 ft) SAMPLE TURBIDITY: cloudy to silty
 ODOR: very slight diesel SAMPLE BOTTLE/PRESERVATIVE: 2 x VOA w/HCl, 1 x Lamber w/HCl, 1 x TC PE w/HNO3

PURGING EQUIPMENT

Centrifugal Pump
 Submersible Pump
 Peristaltic Pump
 Purge Pump
 Other: _____
 Bailer (Teflon) PE
 Bailer (PVC or disposable)
 Bailer (Stainless Steel)

SAMPLING EQUIPMENT

Centrifugal Pump
 Submersible Pump
 Peristaltic Pump
 Purge Pump
 Other: _____
 Bailer (Teflon) PE
 Bailer (PVC or disposable)
 Bailer (Stainless Steel)

Comments: Starting to bail dry at 3.75 - 4 gal, recovery slow
recovery: DTW = 14.84' @ 13:23, 10.94' @ 14:19

$18.25 - 10.80 = 7.45$, $7.45 \times 1.6 \text{ gal/ft} = 0.745 \times 4670 = 1.212 \text{ gal}$, $1.212 \times 3 = 3.636 \text{ gal}$
 $80\% \times 7.45 = 5.96$, $7.45 - 5.96 = 1.49$, $10.80 + 1.49 = 12.29$



AllWest

PURGE TABLE

WELL ID: MW-2

Page - 1 -

SITE NAME: <u>Mandela - Oakland</u>	LOCATION: <u>1225 Mandela Pkwy, Oakland</u>
PROJECT NO: <u>10032.28</u>	DATE PURGED: <u>11/18/10</u>
PURGED/SAMPLED BY: <u>Leonard Niles</u>	DATE SAMPLED: <u>11/18/10</u>
TIME SAMPLED: <u>13:59</u>	DEPTH TO BOTTOM (feet): <u>18.24</u>
DEPTH TO WATER (feet): <u>9.64 (10:20)</u>	WATER COLUMN HEIGHT (feet): <u>8.60</u>
CALCULATED PURGE (gallons): <u>4.13</u>	CASING VOLUME (gallons): <u>1.376 gal</u>
ACTUAL PURGE (gallons) <u>4.25</u>	<u>x 3 = 4.128 gal</u>

DEVELOPMENT _____ QUARTERLY _____ SEMI BIENNIAL X OTHER _____

SAMPLE TYPE: Groundwater X Surface Water _____ Other _____

CASING DIAMETER: 2" X 3 3" _____ 4" _____

Casing Volume (gallons per foot): (0.16) (0.38) (0.66)

1.5" x 36" bailer ≈ 0.25 gal

FIELD MEASUREMENTS

VOLUME (gal)	TIME	TEMP (degrees F)	PH (units)	CONDUCTIVITY (umhos/cm)	DISSOLVED OXYGEN (mg/L)	TURBIDITY (NTU)
0.25	12:26	21.1	6.49	889 / 443		clear
1.5	12:30	21.2	6.30	860 / 429		silty
2.75	12:33	21.2	6.28	885 / 441		silty
4.25	12:37	20.8	6.22	897 / 448		silty

SAMPLE INFORMATION

SAMPLE DEPTH TO WATER (feet): 9.64 Analyses: 8015/8021 w/silicage/TPH-g, TPH-d, TPH-mg, BTEX, MTBE

80% RECHARGE: Y/N (8.32) SAMPLE TURBIDITY: cloudy

ODOR: none SAMPLE BOTTLE/PRESERVATIVE: 2 x VOAC w/HCl, 1 x 1L amber w/HCl, 1 x 1L PE w/HNO3

PURGING EQUIPMENT

SAMPLING EQUIPMENT

Centrifugal Pump Bailer (Teflon) PE
 Submersible Pump Bailer (PVC or disposable)
 Peristaltic Pump Bailer (Stainless Steel)
 Purge Pump
 Other: _____

Comments: Didn't bail dry, slow recovery, DTU = 13.38' @ 12:39, 11.95' @ 12:48, 9.64' @ 13:59 - full recovery

$18.24' - 9.64' = 8.60'$
 $8.60' \times 0.16 = (0.86 \times 0.16 + 0.5/60) = 1.376 \text{ gal}, \times 3 = 4.128$
 $80\% \times 8.60' = 7.28', 8.60' - 7.28' = 1.32', 9.64' - 1.32' = 8.32' - 10.96'$



PURGE TABLE

WELL ID: MW-3

Page - 1 -

SITE NAME: <u>Mandela - Oakland</u>	LOCATION: <u>1225 Mandela Hwy, Oakland</u>
PROJECT NO: <u>10032.28</u>	DATE PURGED: <u>11/18/10</u>
PURGED/SAMPLED BY: <u>LN</u>	DATE SAMPLED: <u>11/18/10</u>
TIME SAMPLED: <u>7:58 13:41</u>	DEPTH TO BOTTOM (feet): <u>18.28</u>
DEPTH TO WATER (feet): <u>10.04 (10.17)</u>	WATER COLUMN HEIGHT (feet): <u>8.24</u>
CALCULATED PURGE (gallons): <u>3.96</u>	CASING VOLUME (gallons): <u>1.3184</u>
ACTUAL PURGE (gallons) <u>4.0</u>	$\times 3 = 1.3184 \text{ gal} \times 3 = 3.9552$

DEVELOPMENT _____ QUARTERLY _____ SEMI BIENNIAL X OTHER _____

SAMPLE TYPE: Groundwater X Surface Water _____ Other _____

CASING DIAMETER: 2" x 3 3" _____ 4" _____
Casing Volume (0.16) (0.38) (0.66)

(gallons per foot): 1.5" x 36" bailer ≈ 0.25 gal

FIELD MEASUREMENTS

VOLUME (gal)	TIME	TEMP (degrees F)	PH (units)	CONDUCTIVITY (umhos/cm) TDS (ppm)	DISSOLVED OXYGEN (mg/L)	TURBIDITY (NTU)
0.25	11:21	19.6	6.82	0 / 0		cloudy
1.5	11:32	19.3	6.51	0 / 0 (malfunctioning)		silty
2.75	11:45	19.2	6.39	1,218 / 610		silty
4.0	11:49	19.1	6.37	1,497 / 749		silty

SAMPLE INFORMATION

SAMPLE DEPTH TO WATER (feet): ~~13.37~~ 10.60 Analyses: TPH-g/TPH-d/TPH-mo/BTEX/MTBE ^{8015/8020, silica gel}
 80% RECHARGE: Y/N (8.34 (11.6)) SAMPLE TURBIDITY: Cloudy
 ODOR: none SAMPLE BOTTLE/PRESERVATIVE: 2 x UOAS w/HCl, 1 x 1L amber w/HCl
1 x 1L PE w/HNO3

PURGING EQUIPMENT

- Centrifugal Pump
- Submersible Pump
- Peristaltic Pump
- Purge Pump
- Other: _____
- Bailer (Teflon)
- Bailer (PVC or disposable) PE
- Bailer (Stainless Steel)

SAMPLING EQUIPMENT

- Centrifugal Pump
- Submersible Pump
- Peristaltic Pump
- Purge Pump
- Other: _____
- Bailer (Teflon)
- Bailer (PVC or disposable) PE
- Bailer (Stainless Steel)

Comments: Did not bail dry, but slow recovery - 13.00' @ 12:12, 10.60' @ 13:41

$18.28' - 10.04' = 8.24'$
 $0.16 \text{ gal/ft} \times 8.24' = (0.824 + 0.4944) = 1.3184 \text{ gal}$
 $3 \times 1.3184 \text{ gal} = 3.9552$
 $80\% \times 8.24' = 6.592'$
 $8.24' - 6.59' = 1.65'$
 $10.04' + 1.65' = 11.69'$

Appendix C



McC Campbell Analytical, Inc.

"When Quality Counts"

1534 Willow Pass Road, Pittsburg, CA 94565-1701
Web: www.mcccampbell.com E-mail: main@mcccampbell.com
Telephone: 877-252-9262 Fax: 925-252-9269

All West Environmental, Inc 530 Howard Street, Ste. 300 San Francisco, CA 94105	Client Project ID: #10032.28; Mandela-Oakland	Date Sampled: 11/18/10
		Date Received: 11/18/10
	Client Contact: Leonard Niles	Date Reported: 11/24/10
	Client P.O.:	Date Completed: 11/23/10

WorkOrder: 1011582

November 24, 2010

Dear Leonard:

Enclosed within are:

- 1) The results of the **3** analyzed samples from your project: **#10032.28; Mandela-Oakland,**
- 2) A QC report for the above samples,
- 3) A copy of the chain of custody, and
- 4) An invoice for analytical services.

All analyses were completed satisfactorily and all QC samples were found to be within our control limits.

If you have any questions or concerns, please feel free to give me a call. Thank you for choosing

McC Campbell Analytical Laboratories for your analytical needs.

Best regards,

Angela Rydelius
Laboratory Manager
McC Campbell Analytical, Inc.

1011582

McCAMPBELL ANALYTICAL, INC.

1534 WILLOW PASS ROAD
PITTSBURG, CA 94565-1701

Website: www.mccampbell.com Email: main@mccampbell.com
Telephone: (877) 252-9262 Fax: (925) 252-9269

CHAIN OF CUSTODY RECORD

TURN AROUND TIME

GeoTracker EDF PDF Excel Write On (DW)

RUSH 24 HR 48 HR 72 HR 5 DAY

Report To: Leonard Niles Bill To: Marc Cunningham
Company: All West Environmental, Inc.
530 Howard Street, Suite 300 E-Mail: Lniles@allwest1.com
San Francisco, CA 94105 E-Mail: Marc@allwest1.com
Tele: (415) 391-2510 Fax: (415) 391-2008
Project #: 10032-28 Project Name: Mandela-Oakland
Project Location: 1225 Mandela Pkwy, Oakland, CA
Sampler Signature: Leonard Niles

Analysis Request

Other Comments

SAMPLE ID	LOCATION/ Field Point Name	SAMPLING		# Containers	Type Containers	MATRIX					METHOD PRESERVED				Other	Comments	
		Date	Time			Water	Soil	Air	Sludge	Other	ICE	HCL	HNO ₃	Other			
x) MW-1	MW-1	11/18/10	14:19	2	VOA VLA	X					X	X					Filter Samples for Metals analysis: Yes / No
x) MW-2	MW-2	11/18/10	13:59	2	VOA VLA	X					X	X					
x) MW-3	MW-3	11/18/10	13:41	2	VOA VLA	X					X	X					

ICE/° 5.8
GOOD CONDITION _____
HEAD SPACE ABSENT _____
DECHLORINATED IN LAB _____
APPROPRIATE CONTAINERS _____
PRESERVED IN LAB _____

COMMENTS: silica gel clean up

VOAS O&G METALS OTHER
PRESERVATION pH<2

Relinquished By: Leonard Niles Date: 11/18/10 Time: 1500 Received By: [Signature]

Relinquished By: [Signature] Date: 11/18/10 Time: 1630 Received By: [Signature]

Relinquished By: _____ Date: _____ Time: _____ Received By: _____

McC Campbell Analytical, Inc.



1534 Willow Pass Rd
 Pittsburg, CA 94565-1701
 (925) 252-9262

CHAIN-OF-CUSTODY RECORD

WorkOrder: 1011582

ClientCode: AWE

WaterTrax
 WriteOn
 EDF
 Excel
 Fax
 Email
 HardCopy
 ThirdParty
 J-flag

Report to:	Leonard Niles	Email: Iniles@allwest1.com	Bill to:	Darlene Torio	Requested TAT:	5 days
	All West Environmental, Inc	cc:		All West Environmental, Inc	Date Received:	11/18/2010
	530 Howard Street, Ste. 300	PO:		530 Howard Street, Ste.300	Date Printed:	11/18/2010
	San Francisco, CA 94105	ProjectNo: #10032.28; Mandela-Oakland		San Francisco, CA 94105		
	(415) 391-2510 FAX (415) 391-2008			darlene@allwest1.com		

Lab ID	Client ID	Matrix	Collection Date	Hold	Requested Tests (See legend below)											
					1	2	3	4	5	6	7	8	9	10	11	12
1011582-001	MW-1	Water	11/18/2010 14:19	<input type="checkbox"/>	B	A	A									
1011582-002	MW-2	Water	11/18/2010 13:59	<input type="checkbox"/>	B		A									
1011582-003	MW-3	Water	11/18/2010 13:49	<input type="checkbox"/>	B		A									

Test Legend:

1	G-MBTEX_W	2	PREDF REPORT	3	TPH(DMO)WSG_W	4		5	
6		7		8		9		10	
11		12							

Prepared by: Ana Venegas

Comments:

NOTE: Soil samples are discarded 60 days after results are reported unless other arrangements are made (Water samples are 30 days).
 Hazardous samples will be returned to client or disposed of at client expense.



Sample Receipt Checklist

Client Name: **All West Environmental, Inc**

Date and Time Received: **11/18/2010 6:29:44 PM**

Project Name: **#10032.28; Mandela-Oakland**

Checklist completed and reviewed by: **Ana Venegas**

WorkOrder N°: **1011582** Matrix Water

Carrier: Rob Pringle (MAI Courier)

Chain of Custody (COC) Information

- Chain of custody present? Yes No
- Chain of custody signed when relinquished and received? Yes No
- Chain of custody agrees with sample labels? Yes No
- Sample IDs noted by Client on COC? Yes No
- Date and Time of collection noted by Client on COC? Yes No
- Sampler's name noted on COC? Yes No

Sample Receipt Information

- Custody seals intact on shipping container/cooler? Yes No NA
- Shipping container/cooler in good condition? Yes No
- Samples in proper containers/bottles? Yes No
- Sample containers intact? Yes No
- Sufficient sample volume for indicated test? Yes No

Sample Preservation and Hold Time (HT) Information

- All samples received within holding time? Yes No
 - Container/Temp Blank temperature Cooler Temp: 5.8°C NA
 - Water - VOA vials have zero headspace / no bubbles? Yes No No VOA vials submitted
 - Sample labels checked for correct preservation? Yes No
 - Metal - pH acceptable upon receipt (pH<2)? Yes No NA
 - Samples Received on Ice? Yes No
- (Ice Type: WET ICE)

* NOTE: If the "No" box is checked, see comments below.

=====

Client contacted:

Date contacted:

Contacted by:

Comments:



QC SUMMARY REPORT FOR SW8021B/8015Bm

W.O. Sample Matrix: Water

QC Matrix: Water

BatchID: 54526

WorkOrder 1011582

Analyte	EPA Method SW8021B/8015Bm		Extraction SW5030B						Spiked Sample ID: 1011516-003A			
	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	µg/L	µg/L	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
TPH(btex) ^f	ND	60	94.3	99.4	5.22	95.9	97.6	1.76	70 - 130	20	70 - 130	20
MTBE	ND	10	89.9	102	12.9	100	97.9	2.24	70 - 130	20	70 - 130	20
Benzene	ND	10	98.4	101	2.45	95	98.8	4.01	70 - 130	20	70 - 130	20
Toluene	ND	10	96.4	101	4.41	95	96.1	1.14	70 - 130	20	70 - 130	20
Ethylbenzene	ND	10	97.4	99.1	1.75	93.6	96.6	3.15	70 - 130	20	70 - 130	20
Xylenes	ND	30	99.8	102	2.17	96.8	99.7	2.90	70 - 130	20	70 - 130	20
%SS:	101	10	100	98	2.04	96	97	1.34	70 - 130	20	70 - 130	20

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
NONE

BATCH 54526 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1011582-001B	11/18/10 2:19 PM	11/22/10	11/22/10 10:19 PM				

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS-Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

£ TPH(btex) = sum of BTEX areas from the FID.

cluttered chromatogram; sample peak coelutes with surrogate peak.

N/A = not enough sample to perform matrix spike and matrix spike duplicate.

NR = matrix interference and/or analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content, or inconsistency in sample containers.



QC SUMMARY REPORT FOR SW8021B/8015Bm

W.O. Sample Matrix: Water

QC Matrix: Water

BatchID: 54531

WorkOrder 1011582

EPA Method SW8021B/8015Bm		Extraction SW5030B							Spiked Sample ID: 1011582-002B			
Analyte	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	µg/L	µg/L	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
TPH(btex) ^f	ND	60	93.5	110	16.0	92.8	94.2	1.41	70 - 130	20	70 - 130	20
MTBE	ND	10	103	98.6	3.85	99.8	101	1.17	70 - 130	20	70 - 130	20
Benzene	ND	10	93.3	97.2	4.16	93.8	95	1.22	70 - 130	20	70 - 130	20
Toluene	ND	10	94	94.6	0.638	91.7	93	1.43	70 - 130	20	70 - 130	20
Ethylbenzene	ND	10	93.3	95.8	2.66	92.2	94.2	2.13	70 - 130	20	70 - 130	20
Xylenes	ND	30	96	98.1	2.12	95.2	97.3	2.20	70 - 130	20	70 - 130	20
%SS:	99	10	95	96	0.615	94	95	0.508	70 - 130	20	70 - 130	20

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
NONE

BATCH 54531 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1011582-002B	11/18/10 1:59 PM	11/22/10	11/22/10 10:50 PM	1011582-003B	11/18/10 1:49 PM	11/22/10	11/22/10 11:21 PM

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = 100 * (MS-Sample) / (Amount Spiked); RPD = 100 * (MS - MSD) / ((MS + MSD) / 2).

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

£ TPH(btex) = sum of BTEX areas from the FID.

cluttered chromatogram; sample peak coelutes with surrogate peak.

N/A = not enough sample to perform matrix spike and matrix spike duplicate.

NR = matrix interference and/or analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content, or inconsistency in sample containers.



QC SUMMARY REPORT FOR SW8015B

W.O. Sample Matrix: Water

QC Matrix: Water

BatchID: 54560

WorkOrder 1011582

EPA Method SW8015B		Extraction SW3510C/3630C							Spiked Sample ID: N/A			
Analyte	Sample	Spiked	MS	MSD	MS-MSD	LCS	LCSD	LCS-LCSD	Acceptance Criteria (%)			
	µg/L	µg/L	% Rec.	% Rec.	% RPD	% Rec.	% Rec.	% RPD	MS / MSD	RPD	LCS/LCSD	RPD
TPH-Diesel (C10-C23)	N/A	1000	N/A	N/A	N/A	109	108	0.747	N/A	N/A	70 - 130	30
%SS:	N/A	625	N/A	N/A	N/A	117	116	0.307	N/A	N/A	70 - 130	30

All target compounds in the Method Blank of this extraction batch were ND less than the method RL with the following exceptions:
NONE

BATCH 54560 SUMMARY

Lab ID	Date Sampled	Date Extracted	Date Analyzed	Lab ID	Date Sampled	Date Extracted	Date Analyzed
1011582-001A	11/18/10 2:19 PM	11/18/10	11/21/10 2:00 AM	1011582-002A	11/18/10 1:59 PM	11/18/10	11/21/10 3:05 AM
1011582-003A	11/18/10 1:49 PM	11/18/10	11/20/10 10:46 PM				

MS = Matrix Spike; MSD = Matrix Spike Duplicate; LCS = Laboratory Control Sample; LCSD = Laboratory Control Sample Duplicate; RPD = Relative Percent Deviation.

% Recovery = $100 * (MS - Sample) / (Amount\ Spiked)$; RPD = $100 * (MS - MSD) / ((MS + MSD) / 2)$.

MS / MSD spike recoveries and / or %RPD may fall outside of laboratory acceptance criteria due to one or more of the following reasons: a) the sample is inhomogenous AND contains significant concentrations of analyte relative to the amount spiked, or b) the spiked sample's matrix interferes with the spike recovery.

N/A = not enough sample to perform matrix spike and matrix spike duplicate.

NR = analyte concentration in sample exceeds spike amount for soil matrix or exceeds 2x spike amount for water matrix or sample diluted due to high matrix or analyte content.

Appendix D



APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: GROUNDWATER MONITORING PROGRAM REPORT
FOURTH QUARTER 2010
FORMER MANDELA TRUCKING
1225 MANDELA PARKWAY
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

Applicant Company

Print name and Title

Signature and Date

APPROVED BY

AllWest Environmental, Inc.

Print Name and Title

Signature and Date

PROJECT NUMBER: 10032.28
PROJECT NAME: GROUNDWATER MONITORING PROGRAM REPORT
FOURTH QUARTER 2010
FORMER MANDELA TRUCKING
1225 MANDELA PARKWAY
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 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 addresses 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.