West Coast Environmental

PROPOSAL FOR SERVICES

David Property

Additional Assessment and Soil Vapor Extraction Testing
106-110 Hegenberger Road, Oakland, California

March 23, 1993

BACKGROUND

West Coast Environmental (WCE) is submitting this proposal for site assessment at the above property. The property was the site of a former gasoline station and car wash with Underground Storage Tanks (UST's). Assessment is being required per the Alameda County Environmental Health Department's Leaking Underground Fuel Tank (ACEHD-LUFT) program.

Three (3) fuel tanks and a two-stage clarifier were removed in Fall of 1990. Two buildings remain on the property and are occupied by Diablo Cellular at 110 Hegenberger and RB Copies at 106 Hegenberger. Three UST's were in use at the gas station and a two-stage clarifier or sump was used in association with car wash operations.

Bay Area Tank and Marine, (BATM) submitted the initial soil samples from the tank excavations and trenches. Harding Lawson and Associates (HLA) took an additional sample from the clarifier excavation. 36 soil samples were taken from the former tank's excavation and piping runs. WCE conducted additional assessment around the former clarifier in April 1991. Stockpiled soil, with low level hydrocarbons, were removed for disposal and the remaining excavations backfilled later in the same year.

OBJECTIVES

The purpose of the proposed assessment is to sample and analyze soil and groundwater at the former UST site described above to meet the following objectives:

- Assess the vertical and horizontal extent of soil contamination within the property boundaries in order to determine applicable disposal/remediation options.
- Install groundwater monitoring wells to identify potential hydrocarbons in groundwater and to define the current groundwater gradient.
- Install soil-vapor-extraction (SVE) test wells to determine the applicability of SVE for remediation in the clayey soils found at the site.

The services proposed are designed to meet the requirements of the Alameda County Environmental Health Department as outlined in their letters of September 4, 1992 and January 6, 1993, and the recommended guidelines of the San Francisco Bay Regional Water Quality Control Board.

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SCOPE OF SERVICES

ASSUMPTIONS

- Access to the site for drilling in the locations approved by the ACEHD will be provided by the property owner and any tenants.
- Two (2) days of mobilization and travel are included to and from the site from Ventura California.
- This proposal assumes the amount of work proposed can be performed in four (4) days on site.
- The ACEHD required work plan has been completed on verbal approval from Ms. Deborah David prior to acceptance of this revised proposal.

Item 1: Project Preparation and Project Management

The site assessment will be performed per a detailed Work Plan submitted to the ACEHD for approval. A Health and Safety Plan will also be prepared per state and federal worker safety requirements. Project management provides for the planning and organization of the project to meet technical, schedule, and budget commitments. All applicable permits will be obtained prior to beginning work.

Item 2: Field Services

Groundwater Monitoring: Four (4) monitoring wells will be installed as part of the assessment. Two (2) wells will be placed in the area of the former clarifier and rear dispenser islands to determine whether groundwater has been impacted by soil contamination found at sample locations SS-7-4, SS-22-4.5, HA-4-5, and HA-7-5. One (1) well will be placed up-gradient of the rear dispenser islands, towards the northern property line. One (1) well will be placed near the former location of tank #3, down gradient of samples SS-20-5 and SS-31-3.

The wells will extend to a depth of approximately 20 feet below first groundwater or to the first impermeable layer encountered. The wells will be installed to meet the requirements of the state's Regional Water Quality Control Board. The wells will be constructed of 2-inch diameter Schedule 40 PVC pipe and the screened interval will extend from well bottom to 3-5 feet below grade. The wells will be provided with a gravel pack from total depth to about one foot above the screened interval, a one-foot bentonite seal, a cement seal to the surface and a flush surface well cover with traffic bearing capability.

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One (1) soil sample will be submitted for laboratory analysis from each borings. Samples will not be retrieved below the watertable, in the saturated zone. The soil sample will be as close to the groundwater interface as possible. All displaced soil will be collected in 55-gallon, DOT-approved drums, and left on site pending receipt of analytical results.

All samples will be taken with a split-spoon sampler lined with stainless steel or brass sampling tubes. After sampling, the sample tubes will be covered at each end with aluminum foil or teflon, and capped. The samples will be labeled and sealed, placed in a cooler with "blue ice", and transported to a state certified laboratory for analysis. Borings and well installation will be overseen by a geologist registered in the state of California.

Sample Quality Control: One (1) trip or travel blank for water will be supplied by the laboratory and kept with the groundwater field sample containers at all times. The trip blank will then be analyzed with the field samples to check residual contamination introduced from the originating laboratory and/or during transportation of the sample containers. One (1) duplicate soil sample will also be submitted as a check of laboratory quality assurance / quality control.

Soil Vapor Extraction Testing

Due to the clayey nature of the soil, testing will be conducted to determine whether soil vapor extraction (SVE) would be effective for the site. Two (2) vapor extraction wells will be installed in the area of HA-4-5 and HA-7-5. One will be located between the former sump and the former dispenser area and the other will be located approximately 10 feet away. The extraction wells will extend to a depth of 5-8 feet below grade and will be constructed of 4-inch Schedule 40 PVC. Testing will be conducted to evaluate the radius of influence of the wells, vapor concentrations and flow rates. Vapor emissions will be controlled with carbon absorption canisters.

Two (2) vapor samples from the extraction well will be submitted for the following analyses:

2 by EPA Method TO-01:

Total Petroleum Hydrocarbons as Gasoline, BTEX

Item 3: Report Preparation and Follow Up

A written report summarizing field work, laboratory results, vapor extraction testing and recommendations will be issued following completion of the project. Options for remedial action will be discussed for the type and extent of contamination found during the assessment. All work will be performed according to current regulatory agency requirements. Some time has also been included for follow up with the appropriate regulatory agencies.

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PROJECT SCHEDULE

The anticipated time for completion of the above tasks is eight to ten weeks following acceptance of the proposal and approval by the local regulatory agency. One to two weeks are required for groundwater well permit approval. Well installation and sampling can begin within two to three weeks following permitting and rig scheduling. Four days have been allotted for well installation, groundwater sampling, soil sampling, and vapor extraction testing. A final report will be issued three to four weeks following completion of the field work and receipt of all laboratory analyses.

AGREEMENT TO CONTRACT FOR SERVICES

EXCLUSIONS

The following are not included in this agreement to contract for the above scope of work:

- Changes in the Scope of Work required by outside regulatory agencies prior to work plan approval.
- Disposal/recycle of soil, water, or other waste generated during sampling is not included in this proposal;
- Additional boring or monitoring well installation and sampling if further investigation is required;
- Underground Service Alert (USA) will be contacted to locate any public utilities, as required by law. Not all utilities are USA members. WCE will not identify any underground utilities;
- Locating or repair of any damaged utilities.

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TERMS AND CONDITIONS

EXCUSABLE DELAYS

Seller shall not be in default nor be liable for delays in the manufacture or delivery of goods or performance of services herein, due to any cause beyond reasonable control, including, but not limited to, acts of God, act of civil or military authorities, Governmental priorities, failure of facilities or major equipment, fire, explosion, floods, epidemics, war, riot, sabotage, civil disturbances, strikes or other difference with workmen, shortage of utilities, material or labor, freight embargo, transportation or subcontractor delay or other similar causes. In the event of any such delay, the date of delivery shall be extended for the period equal to the time actually lost by reason of the delay. If, at the request of or due to the acts or omissions of Purchaser, Seller is delayed or accelerated in the performance of its obligations hereunder, Seller shall be entitled to an equitable adjustment in the delivery schedule and/or the contract price.

WARRANTY OF SERVICES

In providing the services described, the Seller and its respective employees shall exercise the degree of skill and care that is required by customarily-accepted good professional and technical practices and procedures. If the Seller should fail to meet the professional standards specified in this paragraph, its sole liability shall be limited to reperformance of those specific services which fail to meet said standards, at no expense to Buyer, so as to conform the affected services to the specified standards, provided that the Buyer notifies the Seller in writing within thirty (30) days from completion of such services. Any other provisions of this contract to the contrary notwithstanding, this warranty except as to title is in lieu of all other warranties expressed or implied including merchantability, whether arising by law, custom or conduct, and the right and remedies provided herein are exclusive and in lieu of any other rights or remedies. In no event shall seller be liable for consequential damages.

LIMITATION OF LIABILITY

The remedies of the Buyer set forth herein are exclusive, and the liability of the Seller with respect to this work, or anything done in connection therewith such as the performance or breach thereof, or from furnishing services under this contract whether in contract, in tort (including negligence), or otherwise, shall not in the aggregate exceed an amount equal to 100 percent of the initial contract price of the services on which such liability is based with respect to all claims, damages, or losses. Furthermore, in no event shall the Seller be liable to the Buyer for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to loss of use of production facilities equipment, damage or loss of other property or equipment, or increased expense of operation of any equipment, loss of anticipated profit, loss of revenue, lost production, or claims of customers irrespective of whether claims or actions for such damages are based on contract, warranty, guarantee, negligence, strict liability or otherwise.