



October 19, 1988

88003,794.02

Mr. L. Hue Crosby
1414 Region Drive
San Leandro, California 94577

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CALIFORNIA DEPARTMENT OF
WASTE RECLAMATION

Gentlemen:

Proposal
Subsurface Soil and Ground-Water Investigation
Dream Ride Limousine Service
5330 Foothill Boulevard
Oakland, California

Harding Lawson Associates (HLA) is pleased to present this proposal to perform a subsurface soil investigation at Dream Ride Limousine Service, Oakland, California. This proposal is based on a site visit and discussions with the current property owner Mr. L. Hue Crosby, and Mr. Abdo Allen of Allen Demolition Company. The purpose of this investigation is to evaluate subsurface conditions in regards to the presence of possible soil and ground-water contamination associated with three former underground tanks at the site.

SITE DESCRIPTION

The site, which is located at 5330 Foothill Boulevard, is covered with asphalt paving except for the tank excavation in the southwestern corner. The property is bounded by Foothill Boulevard to the west, Belvedere Avenue to the south, and existing commercial and residential developments to the north and east. Overhead utility lines are present along the site borders on Foothill Boulevard and Belvedere Avenue and a cyclone fence encloses the site.

BACKGROUND

Conversations with L. Hue Crosby and Abdo Allen indicate that three 5,000 gallon underground fuel tanks were removed from the site on July 29, 1988. These tanks were apparently used by a former service station until approximately 1984 when the property was purchased by Mr. Crosby. According to Mr. Crosby the tanks have been unused since he acquired the property. After removal of the tanks, six soil and two water samples were collected from the bottom of the excavation by Thermo Analytical Inc. of Richmond, California. The water is believed to have entered the excavation from a broken sewer pipe at the western end of the excavation. One sample was also collected from the stockpile of the excavated

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soils. The soil and water samples were chemically analyzed for total petroleum hydrocarbons (TPH) following EPA Modified Test Method 8015. The results of these analyses indicated maximum concentrations of 257 parts per million (ppm) TPH in a water sample, 627 ppm in an excavation soil sample, and 1,951 ppm in the stockpile soil sample. As a result of these findings the County of Alameda Health Care Services, Hazardous Materials Division (ACHCS) has required that an investigation be performed to determine the extent of the residual petroleum hydrocarbons in the soil and ground water.

SCOPE OF SERVICES

The objective of this investigation is to assess the presence of possible subsurface soil and ground-water contamination in the vicinity of three former underground fuel tanks. Based on this objective, the following scope of services is proposed and is limited to collecting soil samples from the excavation and stockpile, drilling one soil boring and installing a ground-water monitoring well, collecting soil and ground-water samples, performing chemical analysis, and preparing a report presenting the results of the investigation.

Task 1 - Subsurface Soil and Ground-Water Sampling

To evaluate the extent of soils containing residual petroleum hydrocarbons in the tank excavation, HLA will observe the removal of additional soil from the bottom of the excavation. Soils removed from the excavation will be continuously screened in the field for the presence of hydrocarbon contamination using an organic vapor analyzer (OVA). Based on a previous visual evaluation of the excavation, the extent of contamination appears to be minor and may only require the removal of approximately 2 to 4 feet of soils from the bottom of the excavation. However, if field observations and OVA measurements indicate that significant contamination is present below these depths, additional soil removal may be required before uncontaminated soils are encountered. Upon encountering uncontaminated soils, samples will be collected and submitted to a State-certified laboratory for analysis. Soil samples will be analyzed for the presence of light and heavy TPH using EPA Test Methods 5030/8015 and 3550/8015, respectively. *4 BTX/E*

Soil samples will also be collected from the stockpiled soils at a sampling frequency of four samples per 50 cubic yards. These samples will be composited (four samples per composite) and analyzed for the presence of light and heavy TPH using EPA Test Method 5030/8015 and 3550/8015, respectively. Currently there appears to be approximately 200 cubic yards of stockpiled soils on site. *BTX/E*

If the results of the chemical analyses indicate that uncontaminated soils in the excavation have been encountered, the excavation will be backfilled using appropriate backfill material. The suitability of the stockpiled soils for use as backfill will be based on the results of the chemical analyses of the composite

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samples. Field control, in the form of laboratory compaction tests on the backfill material and field density tests, should be performed during the backfilling operation.

Once the excavation is backfilled, one boring near the westerly end of the excavation will be drilled and converted to a ground-water monitoring well if ground water is encountered less than 50 feet below grade. Ground-water samples will be collected from the well and analyzed to evaluate the possible presence of ground-water contamination associated with the former underground tanks. The well will be installed in accordance with HLA's standard Ground-Water Investigation Procedures which meet or exceed the California Regional Water Quality Control Board, San Francisco Bay Area region guidelines.

After development of the well, water samples will be collected and transported under chain of custody to a State-certified laboratory for analysis following EPA Test Method 5030/8015 for light TPH and for benzene, toluene, xylene, and ethylbenzene (BTXE) using EPA Test Method 5030/8020. Water pumped from the well during development and sampling will be stored on site in tanks until the water samples are analyzed and appropriate disposal procedures are implemented.

high quality?

Task 2 - Report Preparation

We will prepare a report presenting the results of our investigation. The report will cover the scope of the investigation, investigative methodology, analytical results, logs of borings, data interpretation and conclusions regarding the presence of soil and ground-water contamination.

If the results of this investigation indicate that soils containing petroleum hydrocarbons extend to the ground-water table, additional ground-water monitoring wells will be required to better assess the extent of contamination and the direction of the ground-water gradient. However, if the contamination is found to be limited to the bottom of the excavation, additional monitoring wells may not be necessary.

SCHEDULE

After receipt of notice to proceed and regulatory approval, HLA will commence the proposed scope of work. Soil removal activities will be scheduled as soon as a backhoe is available and laboratory analysis will require approximately two weeks. Drilling activities will be scheduled immediately after the excavation is backfilled. Our report will be available approximately one week after we receive the ground-water laboratory results. Laboratory results can be available in less than two weeks; however, there is a significant cost penalty to do so.

4 on hand - monitoring proposed

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We trust this is the information you require at this time.

Yours very truly,

HARDING LAWSON ASSOCIATES



Michael D. Thompson
Project Engineer



William F. Frizzell
Principal Engineer

MDT/WFF/rmc/E5847-P

Attachments: Service Agreement
General Conditions
Schedule of Charges
Fee Estimate

cc: Mary Jo Meyers-Barnes - ACHCS
Abdo Allen - Allen Demolition



Service Agreement

Parties This Agreement is made this 19th day of October, 1988
between Mr. L. Hue Crosby
subsequently referred to as "Client," and Harding Lawson Associates, subsequently referred to as "HLA."

Project By joining in this agreement, Client retains HLA to provide consulting services in connection with subsurface soil and ground-water investigation, 5330 Foothill Blvd, Oakland, CA
subsequently referred to as "Project." Client's relationship to Project is that of owner.

Scope By this agreement, the scope of HLA's services on Project is limited to

- collecting soil samples from tank excavation and soil stockpiles
- installing one ground-water monitoring well
- collecting one ground-water sample
- preparing a letter report presenting the results of our investigation.

Exploration drilling, excavating, or clearing if necessary for performance of HLA's work will be performed by a contractor retained by client (excavation) and HLA (drilling)

General Conditions

The attached General Conditions to Service Agreement are incorporated into and made a part of this Service Agreement.

Contract Documents

The following documents further describe the scope and conditions of HLA's services:

In case of conflict or inconsistency between the provisions of this Service Agreement (together with the attached General Conditions) and the provisions of any other contract documents, the provisions of this Service Agreement and General Conditions shall control.

Limitation of Liability

~~XXXXXX XXXX XXXX XXXX~~
Client agrees to the limitation of professional liability described in the attached General Conditions.

Fee

HLA agrees to provide services covered by this Agreement as per HLA proposal dated October 19, 1988.

This fee quotation is effective provided that HLA receives Client's authorization to proceed within 30 days of the date of this proposal.

If project requirements or the subsurface conditions encountered indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement shall be entered into to cover the revised scope and fee. Should Client authorize a revision in the scope of services without a revision to this agreement, HLA shall be compensated for services actually performed.

Authorized

HLA
William F. Frizzell
By: William F. Frizzell

Client
By:

Title: Principal Engineer

Title:

Date: October 19, 1988

Date:



General Conditions

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- Invoices** Harding Lawson Associates (HLA) will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of the services. Each invoice is due on presentation and is past-due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to the maximum rate allowed by law on past-due accounts.
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- Samples** All samples of soil and rock will be discarded sixty (60) days after report submittal. Upon Client's authorization, samples will be either delivered in accordance with Client's instructions or stored for an agreed charge.
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- Right-of-Entry** Client will furnish right-of-entry for HLA to make borings, surveys and/or explorations. HLA will operate with reasonable care to minimize damage to property. However, some damage frequently is unavoidable and the cost of repairing such damage is not included in the fee unless otherwise stated.
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- Utilities** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. HLA will request responsible utilities to locate off-site utility lines when necessary. Client agrees to hold HLA harmless for damage to utilities or subterranean structures which are not correctly located by Client.
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- Workers' Compensation Insurance** HLA is protected by Workers' Compensation Insurance as required by applicable state law.
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- Professional Liability Insurance and Limitation** HLA's liability for damages due to professional negligence will be limited to an amount not to exceed \$50,000 or the fee, whichever is greater. In the event that Client does not wish to limit HLA's professional liability to this sum, HLA agrees to waive this limitation upon written notice from Client and Payment by Client of an additional consideration of 4% of the total fee.
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- General Liability Insurance and Limitation** HLA is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HLA considers reasonable. Certificates of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, HLA agrees to indemnify and save Client harmless from any loss, damage or liability arising directly from any negligent act or omission by HLA. HLA shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HLA shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff, other consultants, independent contractors, third parties or others working on the project over which HLA has no supervision or control.
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- Standard of Care and Warranty** Services performed by HLA under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. HLA's interpretations and recommendations will be based on the results of test borings, surveys or other investigative work. The Client recognizes that subsurface conditions elsewhere in the work area may differ from those at the exploration locations, and that conditions may change over time. HLA will not be responsible for the interpretation or use by others of data developed by HLA.
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- Job Site** Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. Client further agrees to defend, indemnify and hold HLA harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising directly from the negligence of HLA.
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Termination This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, HLA shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

Notices Communications from the Client shall be to HLA's designated project manager or to the Principal-in-Charge of the HLA office performing the work. Verbal communications shall be confirmed in writing.

Disputes If a dispute arises relating to the performance of the services covered by this agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.

Entire Agreement These General Conditions shall be used in combination with a Service Agreement, a proposal or a contract. These combined documents shall be the entire agreement and shall supersede any other agreement between Client and HLA relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, these General Conditions shall control.