

October 22, 2002

VIA OVERNIGHT EXPRESS

Ms. Eva Chu
 Hazardous Materials Specialist
 Alameda County Health Care Services Agency
 1131 Harbor Bay Parkway
 Alameda, California 94502

Re: Work Plan Approval for 1970 Seminar Avenue, Oakland, California

Dear Ms. Chu

As you are aware, Bryan Cave, LLP represents the Estate of Doyle Gruit with respect to the above-referenced matter. I am in receipt of your letter dated September 13, 2002, in which you approved that certain "Work Plan for Remedial Investigation/Remedial Action" prepared by Erler & Kalinowski, Inc. (the "Work Plan") subject to certain comments. Additionally, you required that the Work Plan be implemented within sixty (60) days of the date of your letter. This letter is to inform you that my clients are unable to comply with your directive.

As you are aware, in order to remediate the site in accordance with the Work Plan, it is necessary to demolish the existing site structures. The above-referenced property is leased to Amor Lozano, an individual. Mr. Lozano has stated to me by phone and through his counsel, Mr. Thomas C. Tagliarini, that he does not intend to vacate the premises to permit the remediation to occur. Unless Mr. Lozano receives a directive from your office requiring him to comply with all approved remediation plans, the hazardous substances on this site cannot be effectively remediated. Furthermore, the type of remediation proposed for this site must be performed before the rainy season commences. The Work Plan requires the insertion of an oxygen release compound in the soil which, when in contact with groundwater, oxygenates the soil and groundwater assisting in the remediation of the hydrocarbon and volatile organic compounds present on the site. In order for this remediation to be effective, work must be completed prior to the rains and the accompanying rise in the groundwater table. If we miss this window of opportunity, effective remediation of this site cannot occur until the Fall of 2003. This would be a delay that my clients simply cannot accept.

Bryan Cave LLP
 2020 Main Street, Suite 600
 Irvine, CA 92614-8226
 Tel (949) 223-7000
 Fax (949) 223-7100
 www.bryancave.com

Hong Kong
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 Abu Dhabi
 Dubai
 Washington, DC

*In Association With
 Bryan Cave (Illinois)*
 Chicago

*and Bryan Cave,
 A Multinational
 Partnership*
 London

Ms. Eva Chu
October 22, 2002
Page 2

Bryan Cave LLP

We seek the County's assistance with regard to removal of Mr. Lozano from the site in order for my clients to comply with the County's directive requiring site remediation.

Very truly yours,



William B. Tate II

WBT/dw

cc: Mr. Angel LaMarca
Mr. Paul HOFFEY

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY
DAVID J. KEARS, Agency Director

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

RO0000413

September 13, 2002

Estate of Doyle Gruit
c/o Ms. Angel LaMarca
945 S. Lehigh Drive
Anaheim Hills, CA 92807

RE: Work Plan Approval for 1970 Seminary Ave, Oakland, CA

Dear Ms. LaMarca:

I have completed review of Erler & Kalinowski, Inc's *Work Plan for Remedial Investigation/Remedial Action* that was prepared for the above referenced site. The proposal to investigate for source soil and to excavate hydrocarbon impacted soil is acceptable with the following additions/changes/comments:

- Stockpile soil that is planned for re-use onsite should be sampled at a frequency of one discrete sample per 20 cubic yards. Final TPHg, TPHd, and TPHmo should not exceed 100, 100, and 500 ppm, respectively.
- If groundwater enters the pit, it should be pumped out and a grab groundwater sample collected after water recharges.
- A work plan is required for the installation of replacement groundwater monitoring wells upon completion of overexcavation activities. Multi-level wells should be considered for the site.

The work plan should be implemented within 60 days of the date of this letter, or by **November 18, 2001**. Please provide 72 hour advance notice of field activities. If you have any questions, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

email: Paul Hoeffey (EKI)

Chu, Eva, Env. Health

From: Chu, Eva, Env. Health
Sent: Tuesday, September 10, 2002 4:13 PM
To: Hoffey Paul (E-mail)
Subject: 1970 Seminary Ave, Oakland, CA

Hi Paul,

I looked over the workplan for the above referenced site. Here are my comments:

- Why not decommission well MW-4 too. It's constructed in the former tank pit.
- Consider multi-level wells for all replacement wells. That way we get the 3 dimensional view of the plume. A workplan for the replacement wells is required after overexcavation activities.
- If groundwater is in the pits, collect grab water samples after water is pumped and allowed to recharge.
- Stockpile soil for re-use should be sampled at 1 discrete sample per 20 cubic yards frequency.

If the above is acceptable to you and Angel, I'll send off a workplan approval letter.

eva chu
Hazardous Materials Specialist
1131 Harbor Bay Parkway
(510) 567-6762
(510) 337-9335 (fax)

20-413

March 28, 2002

APR 30 2002

Ms. Eva Chu
Hazardous Materials Specialist
Alameda County Health Care Services Agency
Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: property on 1970 Seminary Ave, Oakland CA

Dear Ms. Chu:

Enclosed please find a copy of the January 2002 Ground Water Sampling Report dated February 26, 2002 as prepared by Hoexter Consulting, Inc. If you have any questions regarding this report, please feel free to contact me directly or my consultant, Paul Hoffey of Erler and Kalinowski, Inc.

Sincerely,



Angel LaMarca, (on behalf of Doyle, E. Gritmit)
945 S. Lehigh Dr.
Anaheim Hills, CA 92807
714-282-7475 home
714-493-0121 cell phone, voicemail

cc: Paul Hoffey, Erler & Kalinowski, Inc

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



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

RO0000413

January 9, 2002

Mr. Doyle Gruit
c/o Ms. Angel LaMarca
945 S. Lehigh Drive
Anaheim Hills, CA 92807

RE: Silica-Gel Cleanup at 1970 Seminary Ave, Oakland, CA

Dear Ms. LaMarca:

I reviewed EKI's January 2002 letter requesting to have a silica gel cleanup preparation of groundwater samples collected for total extractable petroleum hydrocarbon analysis for the sampling event scheduled in January 2002. The proposal is acceptable.

If you have any other questions or concerns, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: David Hoexter, 734 Torreya Ct, Palo Alto, CA 94303-4160

email: Paul Hoeffey

RO-413



**Erler &
Kalinowski,
Inc.**

Consulting Engineers and Scientists

1870 Ogden Drive
Burlingame, CA 94010
(650) 292-9100
Fax: (650) 552-9012

7 January 2002

*Approve request to do
silica gel cleanup*

Ms. Eva Chu
Hazardous Materials Specialist
Alameda County Health Care Services Agency
Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

JAN 09 2002

Subject: Request to Perform Additional Analytical Method
During Next Semi-Annual Groundwater Sampling Event;
1970 Seminary Avenue, Oakland, California
(EKI A10034.00)

Dear Ms. Chu:

On behalf of our client, the Gruit Family Trust, Erler & Kalinowski, Inc. ("EKI") requests approval from the Alameda County Health Care Services Agency ("Alameda County") to add one analytical method to the next semi-annual round of groundwater monitoring at the 1970 Seminary Avenue site (the "Site"), which is expected to be performed by Hoexter Consulting, Inc. in January 2002.

EKI would like all groundwater samples collected during the January 2002 sampling event analyzed for total extractable petroleum hydrocarbons (fuel fingerprint) using U.S. EPA Method 8015m, with silica gel cleanup. This method may allow us to better distinguish the types of heavy hydrocarbons present in groundwater on the Site, through evaluation of sample chromatograms. The use of this method also may help us identify potential source areas. The groundwater samples will also be analyzed for the chemical constituents performed during previous sampling events (i.e., TPH as gasoline, BTEX, VOCs, oil & grease).

Given that the addition of this analytical method to the sampling protocol increases the cost to perform the sampling event, we are seeking written approval from the County in order that these additional costs can be reimbursed by the Tank Fund.

Please call us with any questions or comments.

drop mw - then CW goes west.

Very truly yours,
ERLER & KALINOWSKI, INC.

Paul B. Hoffer, REA II
Project Manager

phoffer@ekiconsult.com

cc: Ms. Angel LaMarca (Gruit Family Trust)
David Hoexter (Hoexter Consulting, Inc.)

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



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

RO0000413

November 20, 2001

Mr. Doyle Gritmit
c/o Ms. Angel LaMarca
945 S. Lehigh Drive
Anaheim Hills, CA 92807

RE: Additional Investigations at 1970 Seminary Ave, Oakland, CA

Dear Ms. LaMarca:

I have completed review of Eler & Kalinowski, Inc's September 2001 *Results of Hydraulic Lift Removal* report prepared for the above referenced site. When the hydraulic lift was removed, analytical results of soil samples collected from the excavation confirmed that the lift unit had leaked. The soil samples contained elevated concentrations of total petroleum hydrocarbons (TPH) as gasoline, diesel, and motor oil. None of the soil samples contained chlorinated hydrocarbons (HVOCs).

Based on the recent and past investigations conducted, the source of HVOCs identified in groundwater beneath the site has not been determined. TPH concentrations in groundwater from well MW-1 remain elevated. At this time, additional investigations should be conducted to determine the source of HVOCs and if additional tanks exist at the site that may account for the elevated TPH concentrations. Such an investigation can include the review of historic records and/or use of the referenced site as well as sites within 1000 feet of the site. A water well survey should also be prepared to identify any wells that can be potentially impacted by the contaminant plume.

A workplan for additional investigations is due within 60 days of the date of this letter, or by **January 22, 2002**. If you have any questions, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: Paul HOFFEY, EKI, 18870 Ogden Dr, Burlingame, CA 94010
David Hoexter, 734 Torrey Ct, Palo Alto, CA 94303-4160

grimit-7

October 10, 2001

Ms. Eva Chu
Hazardous Materials Specialist
Alameda County Health Care Services Agency
Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: property on 1970 Seminary Ave, Oakland CA

Dear Ms. Chu:

Enclosed please find a copy of the July 2001 Ground Water Sampling Report dated August 23, 2001 as prepared by Hoexter Consulting, Inc. If you have any questions regarding this report, please feel free to contact me directly or my consultant, Paul Hoffey of Erler and Kalinowski, Inc.

Sincerely,



Angel LaMarca, (on behalf of Doyle, E. Gruit)
945 S. Lehigh Dr.
Anaheim Hills, CA 92807
714-282-7475 home
714-493-0121 cell phone, voicemail

cc: Paul Hoffey, Erler & Kalinowski, Inc

OCT 23 2001

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY MEMO FILE
DAVID J. KEARS, Agency Director

ENVIRONMENTAL HEALTH SERVICES
ENVIRONMENTAL PROTECTION
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577
(510) 567-6700
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RO0000413

July 13, 2001

Onsite for overexcavation of hydraulic lift. One to 1.5 feet thick layer of contaminated soil noted at 8 to 9.5 feet bgs in a permeable sand, gravel lens. Due to physical constraints (excavation was inside a building), additional excavation could not be performed. Sidewall soil samples and a bottom pit sample were collected for TPHg, TPHd, TPHmo, TPHho, BTEX, MTBE, VOC and LUFT metal analysis. Pit bottom encountered clay. No water noted in pit.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



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

RO0000413

May 25, 2001

Mr. Paul HOFFEY
Erler & Kalinowski, Inc
1870 Ogden Drive
Burlingame, CA 94010

RE: Workplan Approval for 170 Seminary Avenue, Oakland, CA

Dear Mr. HOFFEY:

I have completed review of Erler & Kalinowski, Inc.'s May 2001 *Removal Action Work Plan* prepared for the above referenced site. The proposal to remove the hydraulic lift and collect confirmation soil samples is acceptable. If visibly impacted soil is encountered, the impacted soil will be removed to the extent practical. And if groundwater is encountered, a grab groundwater sample will be collected for laboratory analysis. Soil and groundwater samples will be analyzed for TPH as gasoline, diesel, hydraulic oil, and motor oil, as well as VOCs and LUFT metals.

Please provide 72 hours advance notice of field activities. I need to be present when soil and groundwater samples are collected. If you have any questions, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: Angel LaMarca, 945 S. Lehigh Drive, Anaheim Hills, CA 92807
Doyle Gritmit, 14366 Lark Street, San Leandro, CA 94578

May 22, 2001

Ms. Eva Chu
Hazardous Materials Specialist
Alameda County Health Care Services Agency
Environmental Health Services
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

Re: property on 1970 Seminary Ave, Oakland CA

Dear Ms. Chu:

Thank you for granting the extension on the work plan for my great-grandfather's (Doyle E. Gruit) station (property address 1970 Seminary, Oakland CA). As we discussed on the phone, he is now almost 91 years old and not able to oversee the remediation process. My mother is the Successor trustee over his trust and also holds power of attorney for all my great-grandfather's affairs; however she wishes me to be the contact for all issues regarding this property address.

My consultant, Paul HOFFEY, from Erler and Kalinowski, Inc spoke to you on the phone. He mentioned that we wanted to be aggressive with the work plan, removing the existing structure. This plan would have taken more time because it would entail evicting the tenant. After much discussion, it is in my great-grandfather's best interest that we keep his accounts free in the event he requires extended care. This will remain a source of income for my great-grandfather, however, it will require that we keep the tenant and the structures in place. Therefore, the work plan, outlined by Erler and Kalinowski, Inc will incorporate as much soil removal as possible given the existing constraints.

It has taken some time for me to feel "up to speed" on this remediation process. Thank you for your understanding and patience. We are prepared to commence quickly once the work plan is approved. Thank you again and if you need further information, feel free to contact me.

Sincerely,



Angel LaMarca, (on behalf of Doyle, E. Gruit)
945 S. Lehigh Dr.
Anaheim Hills, CA 92807
714-282-7475 home
714-478-7475 cell phone, voicemail

c: Paul HOFFEY, Erler & Kalinowski, Inc

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



ENVIRONMENTAL HEALTH SERVICES

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

StID 553

March 16, 2001

Mr. Doyle Gruit
14366 Lark Street
San Leandro, CA 94578

SECOND NOTICE OF VIOLATION

Dear Mr. Gruit:

On April 17, 2000, the Alameda County Department of Environmental Health, Hazardous Materials Division, sent you a letter (see enclosure) requesting a technical work plan detailing the proposal to inject hydrogen peroxide into groundwater monitoring wells to remediate petroleum hydrocarbons and chlorinated solvents at **1970 Seminary Avenue, Oakland**. As of the date of this letter, however, we have not received any communication from you on this matter. Therefore, this letter constitutes a **Second Notice** that you are in violation of specific laws and that the technical report is due.

According to Section 25298 of the California Health and Safety Code, underground storage tank closure is incomplete until the responsible party characterizes and remediates the contamination resulting from product discharge. Therefore, you, as the responsible party are in violation of this section of the Code.

You are required to submit the technical reports for the site to this office **within 30 days** from the date of this letter. **Failure to respond may result in referral of this case to the RWQCB or Alameda County District Attorney to consider for enforcement action. Modification of required tasks or extensions of stated deadlines must be confirmed in writing by either this agency or the RWQCB.**

Be advised that failure to be in compliance with corrective action directives may jeopardize your eligibility to remain in the UST Cleanup Fund. If you have any questions, I can be reached at (510) 567-6762.

Eva Chu
Hazardous Materials Specialist

Extension to May 16, 2001

*for WP given to Bill Tate,
attny.*

c: Angel LaMarca, 945 S Lehigh, Anaheim, CA 92807
David Hoexter, 734 Torreya Court, Palo Alto, CA 94303-4160

*Tate says that Angel
have moved back to
Bay Area - need new
address.*

grimit-4



State Water Resources Control Board



Winston H. Hickox
Secretary for
Environmental
Protection

Division of Clean Water Programs
2014 T Street • Sacramento, California 95814 • (916) 227-0740
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
FAX (916) 227-4530 • Internet Address: <http://www.swrcb.ca.gov/cwphome/ustcf>

Gray Davis
Governor

August 4, 2000

Doyle E. Grimit
14366 Lark St
San Leandro, CA 94578

RO-0413
~~###~~
EC

**PRE-APPROVAL OF CORRECTIVE ACTION COSTS, CLAIM NO. 006378,
SITE ADDRESS: 1970 SEMINARY AVE, OAKLAND CA 94621**

I have reviewed your request, received on July 21, 2000, for pre-approval of corrective action costs. I have included a copy of the "Cost Pre-Approval Request" form; please use this form in the future for requesting pre-approval of corrective action costs.

With the following provisions, the total cost pre-approved as eligible for reimbursement for completing the work directed by the Alameda County EHD (County) in their April 17, 2000 letter, is \$2,950; see the table below for a breakdown of costs.

Be aware that this pre-approval does not necessarily constitute a decision on reimbursement: reasonable and necessary corrective action costs (as determined by the Fund) for work **directed and approved by the County** will be eligible for reimbursement at costs consistent with those pre-approved in this letter. However, depending on what happens in the field, some costs may not actually be necessary. If the Fund agrees that they were in fact necessary, the Fund will reimburse at reasonable rates (consistent with those pre-approved.) All relevant supporting documentation must be included with each reimbursement request.

In order for future corrective action costs to be part of the expedited reimbursement process, they must be pre-approved in writing by Fund staff.

All corrective action costs must meet the requirements of Article 11, Chapter 16, Underground Storage Tank Regulations in order to be eligible for reimbursement.

COST PRE-APPROVAL BREAKDOWN

#	Task*	Amount Pre-Approved	Comments
1	Limited Site Remediation Work Plan	\$2,950	
	TOTAL PRE-APPROVED	\$2,950	

* Task descriptions are the same as those identified in Hoexter Consulting's May 19, 2000 Cost Estimate

- Only the tasks/costs reflected on the above table are pre-approved at this time. The Fund will review any tasks/cost that go beyond the pre-approved amount to be determined if the additional tasks and costs are necessary and reasonable. However, if costs exceed the above pre-approved amounts, the Fund will be unable to expedite your Reimbursement Request.
- The work products must be acceptable to the County and the Regional Water Quality Control Board.

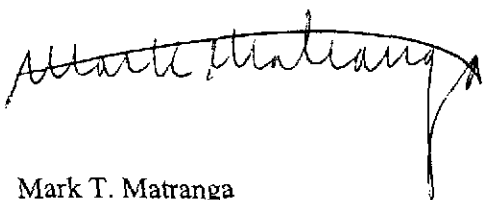
- Corrective action costs must be directly related to an eligible underground storage tank release at the site for reimbursement.
- If a different scope of work becomes necessary, then you must request pre-approval of costs on the new scope of work.
- Although I have referred to the Hoexter Consulting proposal in my pre-approval above, please be aware that you will be entering into a private contract: the State of California cannot compel you to sign any specific contract. This letter **pre-approves the costs** as presented in the proposal dated May 19, 2000 by Hoexter Consulting for conducting the work directed by the County.

I also want to remind you that the Fund's regulations require that you obtain at least three bids, or a bid waiver from Fund staff, from qualified firms for all necessary future corrective action work. If you need assistance in procuring contractor and consultant services, don't hesitate to call me.

Please remember that it is still necessary to submit the actual costs of the work as explained in the Reimbursement Request Instructions to confirm that the costs are consistent with this pre-approval before you will be reimbursed. *Please insure that your consultant prepares their invoices to include the required breakdown of costs on a time and materials basis, that invoiced tasks are consistent with the original proposal, and that reasonable explanations are provided for any changes made in the scope of work or increases in the costs. When the invoices are submitted you must include copies of all:*

- *subcontractor invoices,*
- *technical reports, when available, and*
- *applicable correspondence from the County.*

Please call if you have any questions; I can be reached at (916) 227-0740. Sincerely,



Mark T. Matranga
Water Resources Control Engineer
Technical Review Unit
Underground Storage Tank Cleanup Fund

Enclosure

cc: Ms. Eva Chu
✓ Alameda County EHD
✓ 1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

Redd 7/21/00

Geology / Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA

734 Torrey Court
Palo Alto, California 94303-4160

(650) 494-2505 (ph & fax)

July 17, 2000

E-10-1C-261C

HCProjLtr:Seminary/Chu3

Ms. Eva Chu, Hazardous Materials Specialist
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

RE: PROJECT STATUS
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Ms Chu:

The purpose of this letter is to briefly acquaint you with the current project status and schedule.

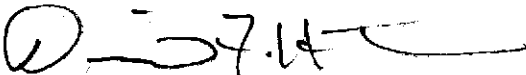
Ground water sampling (approximately six month intervals) is planned for this week. Prior sampling was conducted December, 1999. The report will be prepared during August, 2000.

Preparation of the remediation work plan has been delayed. Mr. Gritmit has been ill, and concurrently, the pre-approval request to the State Fund for Hoexter Consulting to conduct the work was apparently misplaced by the Fund. A new project specialist, Sunil Ramdass, is now responsible for Oakland sites. We are forwarding a copy of the pre-approval form to Mr. Ramdass, but he has informed me that his turnaround time for review and approvals is approximately 30 days. Thus, it is unlikely we can begin work on the plan until late August, with a completion during September, 2000.

Please call with any comments or questions.

Very truly yours,

HOEXTER CONSULTING, INC.



David F. Hoexter, RG/CEG/REA
Principal Geologist

Copy: Doyle Gritmit (owner)

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



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

StID 553

April 17, 2000

Mr. Doyle Gruit
Gruit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

RE: Workplan for 197 Seminary Avenue, Oakland, CA

Dear Mr. Gruit:

Groundwater at the above referenced site has been monitored for petroleum hydrocarbons and chlorinated solvents since 1990. Elevated concentrations of hydrocarbons and solvents are still present in groundwater. At this time, it is appropriate to conduct limited site remediation to reduce contaminant levels near the source area. Originally, your consultant, Mr. David Hoexter, had recommended the injection of an oxygen releasing compound (ORC) throughout the source area. I suspect that the injection of a hydrogen peroxide solution may be more effective than ORC in remediating the source area.

Please submit a workplan outlining a proposal for the remediation of both petroleum hydrocarbons and chlorinated solvents. The workplan is due within 60 days of the date of this letter, or **by June 18, 2000**. In the meantime, please continue with semi-annual monitoring of onsite groundwater monitoring wells.

If you have any questions, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: David Hoexter, 734 Torrey Court, Palo Alto, CA 94303-4160

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



ENVIRONMENTAL HEALTH SERVICES

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

StID 553

October 5, 1998

Mr. Doyle Gruit
Gruit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

RE: Semi-Annual Monitoring for 1970 Seminary Ave, Oakland, CA

Dear Mr. Gruit:

Staff from this office have completed review of Hoexter Consulting, Inc's September 3, 1998 "Third Addendum to ASTM RBCA Tier Two Evaluation" report prepared for the above referenced site. The risk evaluation concluded that residual contaminants in soil and groundwater did not exceed the respective Tier Two Site Specific Target Levels established for the site, with the exception of exposure to contaminants by means of groundwater ingestion. However, groundwater ingestion is not a complete pathway for this site.

At this time, sites containing chlorinated hydrocarbons exceeding Maximum Contaminant Levels for Drinking Water cannot be closed. Therefore, groundwater at this site should be placed on semi-annual monitoring program. Please analyze groundwater for TPHg, BTEX, MTBE, and chlorinated hydrocarbons. Groundwater should be monitored in October and April of each year until further notice.

If you have any questions, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: David Hoexter, 734 Torreya Ct, Palo Alto, CA 94303-4160

grimit-2

Geology Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA

734 Torrey Court
Palo Alto, California 94303-4160

(650) 494-2505 (ph & fax)

ENVIRONMENTAL
PROTECTION
98 APR 30 PM 4:27

April 22, 1998

E-10-1B-192B
HCProjLtr:Seminary/Chu2

Ms. Eva Chu, Hazardous Materials Specialist
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: PROJECT STATUS AND REQUEST FOR REPORT REVIEW
AND GROUND WATER SAMPLING CONCURRENCE
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Ms Chu:

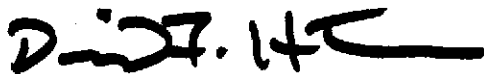
This letter follows my voice message of this morning. In December, 1997 and January, 1998, Hoexter Consulting issued an ASTM RBCA Tier Two evaluation and Addendum, respectively, for the referenced site. We have not received a response to our conclusions and recommendations. We would appreciate a review of these documents, and your evaluation of the site's status, request for additional information or remediation, etc.

In addition, ground water sampling was last conducted in October, 1997. We recommend that an additional round of sampling be conducted, pending your review of the RBCA evaluation and site status. In order for the owner to receive State UST Fund reimbursement for the sampling, a written concurrence with this recommendation is required from your office. We would appreciate your issuing such a letter as soon as possible.

We respectfully request your response at your earliest convenience. Please call with any comments or questions.

Very truly yours,

HOEXTER CONSULTING, INC.



David F. Hoexter, RG/CEG/REA
Principal Geologist

Copy: Doyle Grimit (owner)

Geology / Engineering Geology / Environmental Studies

**HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA**

**734 Torrey Court
Palo Alto, California 94303**

(415) 494-2505 (ph & fax)

May 23, 1997

E-10-1B-192B
HCProjLtr:Seminary/Chu1

✓ Ms. Eva Chu, Hazardous Materials Specialist
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: PROJECT STATUS AND INVESTIGATION PLAN
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Ms Chu:

INTRODUCTION

This letter follows my voice message of this morning. We received, today, the State Fund's pre-approval for the additional investigation, sampling, and ASTM RBCA Tier Two evaluation. We plan to initiate the investigation as soon as possible.

The rationale for well locations and completion was discussed in our Corrective/Interim Remedial Action Plan dated February 15, 1997. Your letter dated March 11, 1997 approved the three wells recommended in our report, but recommended postponement of the proposed remediation pending Tier Two evaluation. Your letter also included specific sample analyses. Several reports and documents discuss the site history and conditions. Therefore, we do not plan to submit a detailed work plan or rationale for the well installation and sampling. A summary of the well installation and sampling follows. A work plan will be prepared prior to conducting the Tier Two evaluation, as you have requested.

INVESTIGATION PLAN

The investigation will consist of the following.

Phase I: Supplemental Subsurface Investigation

1. Review of previously completed work.
2. Permitting of the proposed monitoring wells, as required by local agencies.
3. Subsurface investigation of the site. The planned well locations are provided on the accompanying site plan, and are the same as previously indicated. Install *three supplemental monitoring wells* (designated wells MW-7, 8, and 9), and obtain soil samples at a minimum of five foot intervals for identification of lithology and for selected physical testing. Soil samples to be analyzed for chemical constituents will be appropriately packed, refrigerated and transported to the chemical laboratory for possible testing. The augers, samples and equipment will be appropriately cleaned prior to the field investigation.

The wells will be two-inches in diameter. Two of the wells will be installed to a depth of approximately 20 feet, and one well to a depth of 30 to 35 feet. The wells will be screened with 20 feet of 0.001 slot screen, appropriately graded sand, and will be completed to Regional Water Quality Control Board and local agency specifications. Well locations are indicated on the attached site plan.

4. The wells will be developed a minimum of 48 hours following their completion. The wells will be sampled a minimum of 48 hours following their development. Due to the site's very slow stabilized ground water equilibration rate, the wells will be vented approximately two days prior to any water level measurements.
5. The wellhead elevations will be surveyed by a licensed surveyor.
6. Chemical analysis by a California Department of Health Services certified analytical laboratory will variously consist of the following, as specified in the referenced March 11, 1997 Alameda County Health Department letter:

Ground Water:

1) all wells, MW-1 through 9: total Petroleum Hydrocarbons as Gasoline (TPH-G) with MTBE and benzene, toluene, ethylbenzene, and xylenes (BTEX) distinction (EPA 8015/8020); (2) wells MW-1, 4, 7, 8, 9: oil and grease (total recoverable petroleum, TRPH, using SM 5520B/F, gravimetric with cleanup); (3) all wells, MW-1 through 9: halogenated volatile organic compounds (HVOC, EPA 8010); (4) well MW-1: PNAs by EPA 8070.

Soil

Two representative samples will each be analyzed for oil and grease; TPH-G/BTEX/MTBE; HVOC.

7. The following physical parameters will be tested on two "clean" representative soil samples, obtained from the vadose zone, as specified in the referenced March 11, 1997 Alameda County Health Department letter: fraction of organic carbon content; water content; bulk density; and porosity. These parameters will be used in the planned Tier Two evaluation.
8. A report summarizing all of our work will be prepared following completion of the field investigation. The report will document all phases of the investigation, and will include background information; a description of the field investigation procedures and of the strata encountered in the investigation; well completion data; a tabular summary of the physical and analytical data; the laboratory reports; and our interpretation of the data. Our conclusions and recommendations will be included in the Phase III report.

Phase II: Additional Ground Water Sampling

1. Open wells, loosen locking well cap, and allow wells to equilibrate approximately two to three days. This is necessary, as the wells are very slow to equilibrate. Thus, accurate ground water flow information can be attained.
2. Return to site, and measure depth to ground water in each well. Purge and sample nine ground water monitoring wells.
3. Test the samples for the same parameters as in Phase I above. A California Department of Health Services approved analytical laboratory will be utilized.
4. No report will be prepared.

Phase III: RBCA Tier Two Evaluation

1. Preparation of a work plan for approval by Alameda County Health, describing the proposed investigation. Data from the previous "quarterly" ground water sampling will be included.
2. A Tier Two evaluation will be conducted, incorporating the information from all previous investigations.
3. A report summarizing all of our work will be prepared following completion of this task.

SCHEDULE

Following is our *estimate* of the schedule to accomplish the tasks delineated in this letter. The actual dates may vary depending on driller availability and other factors.

Phase I

Completion

- | | |
|---|---------------|
| 1. State Fund pre-approval/authorization (actual date) | May 23, 1997 |
| 2. Approval of subject letter | May 30, 1997 |
| 3. Completion of subsurface investigation and well sampling | July 5, 1997 |
| 4. Report completion and submittal | July 25, 1997 |

Phase II

- | | |
|---|-------------------|
| 5. Sample wells | October 24, 1997 |
| 6. Work plan for Phase III submittal and approval | November 14, 1997 |

Phase III

- | | |
|---|-------------------|
| 7. RBCA evaluation completion, report submittal | November 28, 1997 |
|---|-------------------|

CLOSING

We respectfully request your response at your earliest convenience. Please call with any comments or questions.

Very truly yours,

HOEXTER CONSULTING, INC.

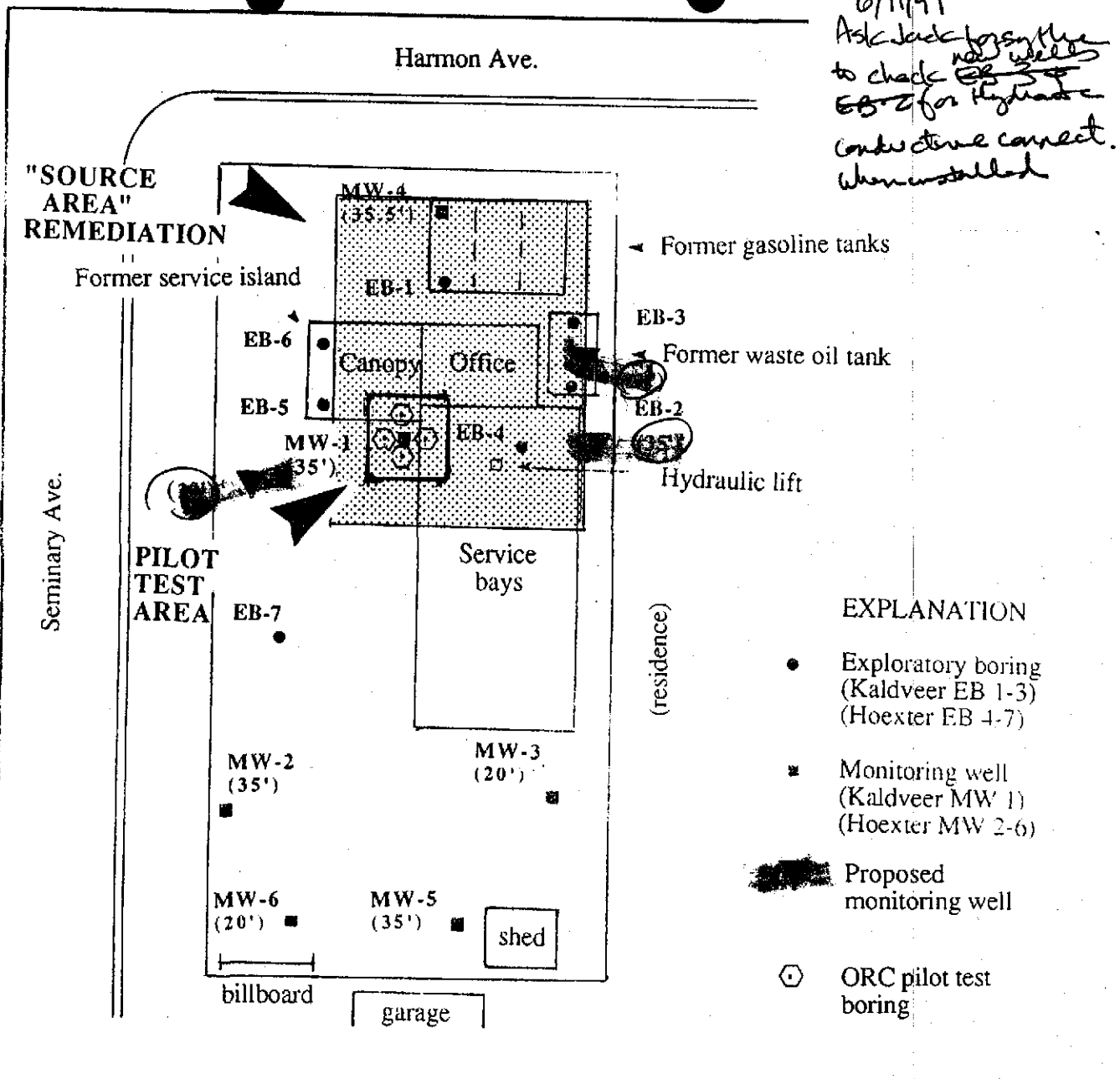


David F. Hoexter, RG/CEG/REA
Principal Geologist

Enclosure: Site Plan, dated February, 1997

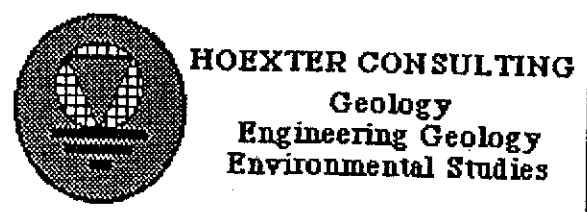
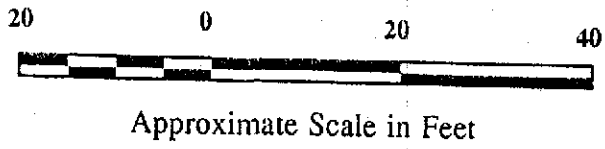
Copies: Doyle Gruit (owner)
Jack Forsythe (Project Geologist)
GeoPlexus Inc: David Glick, RG/CEG (Consulting Geologist)

6/11/97
 Ask Jack for syringe
 to check ~~EB-2~~ ~~EB-3~~
 EB-2 for hydraulic
 conductive connect.
 when installed



Note: "Source Area" Remediation and Pilot Test Area Remediation not to be conducted at this time (May, 1997).

Base: A. Deak, Licensed Land Surveyor, 3/21/96 (wells, streets & property line); Hoexter field sketch, 10/25/93 (explor. borings, other features)



SITE PLAN / PROPOSED REMEDIATION		
1970 Seminary Ave. Oakland, California		
Project No.	Date	Figure
E-10-1B-192B	February, 1997	



CaVEPA

State Water
Resources
Control Board

Division of
Clean Water
Programs

Mailing Address:
P.O. Box 944212
Sacramento, CA
94244-2120

2014 T Street,
Suite 130
Sacramento, CA
95814
(916) 227-2698
FAX (916) 227-4530

World Wide Web:
<http://www.swrcb.ca.gov/~cwphome/fundhome.htm>



Pete Wilson
Governor

May 20, 1997

Mr. Doyle Gruit
1970 Seminary Avenue
Oakland, CA 94621

Dear Mr. Gruit:

**PRE-APPROVAL OF CORRECTIVE ACTION COSTS, Claim No. 6378
Gruit Auto Repair & Service, 1970 Seminary Avenue, Oakland, CA.**

I have reviewed your request for pre-approval of costs dated April 24, 1997 for additional corrective action work at your site. The work was directed by the Alameda County Environmental Health Services and involves the installation of three groundwater monitoring wells, two groundwater monitoring events from a total of nine wells, and the preparation of an ASTM Tier 2 Risk Based Corrective Action (RBCA) evaluation. Your consultant (Hoexter Consulting, Inc.) submitted an April 14, 1997 cost estimate and a revised estimate dated May 16, 1997. Your pre-approval request and all associated documents, along with this letter, will be placed in your claim file for future reference.

In the absence of three bids to determine necessary and reasonable costs for the proposed work, I am able to pre-approve only some of Hoexter's proposed costs. Based on the information provided and the USTCF's Cost Guidelines, costs have been pre-approved for \$17,086 for the installation of three groundwater monitoring wells, two groundwater monitoring events from a total of nine wells, and the preparation of an ASTM Tier 2 RBCA evaluation. (Prior to this point, the total amount eligible for reimbursement through request No. 2 is \$47,261.74. Your request No. 3 is currently being processed, and you should receive payment in the near future). With the following provisions costs in the table on page 2 have been pre-approved for reimbursement:

- The work is acceptable and approved by the Alameda County Environmental Health Services and the San Francisco Regional Water Quality Control Board.
- The actual scope of work performed and costs are consistent with this pre-approval and the May 16, 1997 revised cost estimate by Hoexter.
- It is my opinion that it is unnecessary to obtain three bids for this scope of work; the USTCF's three bid requirement is waived for this scope of work only.
- If a different scope of work or change order becomes necessary, then the claimant must request pre-approval of costs for the new scope of work. Please complete the enclosed blank form when submitting future pre-approvals. The pre-approval form must be signed by the claimant.
- All future costs for corrective action must be pre-approved in writing by USTCF staff.



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

Mr. Doyle Grimit

-2-

- Although I have referred to Hoexter, please be aware that you will be entering into a private contract. In other words, the State of California cannot compel you to sign any specific contract. This letter pre-approves some of the costs as presented by Hoexter for the proposed work as approved by Alameda County and estimated in the 5/16/97 bid.
- This pre-approval of costs is in addition to the pre-approval in my November 21, 1996 to you. The 11/21/96 pre-approved costs will be reimbursed in your Reimbursement Request No. 3 which is currently being processed. However, it is my understanding that you should not be invoiced by your consultant for the task 3 workplan of the November 5, 1996 proposal (\$1,175) because this workplan should not have been written or implemented.
- Any costs related to the hydraulic lift tank contamination on your site will not be reimbursed because it is ineligible contamination from an ineligible source.

PHASES FROM HOEXTER'S 5/16/97 Bid	PRE-APPROVED AMOUNT	COMMENTS
Phase 1. Installation of 3 groundwater monitoring wells.	\$11,871	10 project geologist hours instead of 16 to prepare routine well installation report. Workplan covers phases 1, 2, & 3. EPA 8010 lab tests are not reimbursable. Only one EPA 8270 (PNAs) lab test pre-approved.
Phase 2. Quarterly Groundwater Monitoring Event (no report)	\$2,703	Monitoring and sampling projected in October 1997. Project Management costs must be clearly described on invoices. EPA 8010 and 8270 lab tests are not pre-approved.
Phase 3. ASTM Tier 2 RBCA Evaluation Report	\$2,512	Also includes result's report for phase 2 groundwater monitoring event.

Total: \$17,086

Be aware that this pre-approval does not constitute a decision on reimbursement. All reasonable and necessary corrective action costs for work directed and approved by the County will be eligible for reimbursement. Also, remember that it is still necessary to submit the actual costs of the work as explained in the Reimbursement Request Instructions in order to confirm that the costs are consistent with this pre-approval before you will be reimbursed. ***To make this easier, be sure that your consultant and subcontractors prepare invoices to match the format of the 5/16/97 bid and provide reasonable explanations for any changes made in the scope of work or increases in costs. When the invoices are submitted you must include copies of all:***

- ***subcontractor invoices***
- ***technical reports, and***



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use, for the benefit of present and future generations.

Mr. Doyle Gruit

-3-

- *applicable correspondence from the County.*

I also want to remind you that the USTCF's regulations require that you obtain at least three bids, or a bid waiver from USTCF staff, from qualified firms for all necessary corrective action work. Legislation governing the USTCF requires that we assist you in procuring contractors and consultants. If you need any assistance in contracting for corrective action work, don't hesitate to call me.

Lastly, I wish to inform you that Senate Bill 562 went into effect on January 1, 1997. One of the provisions of SB 562 states that: any "owner or operator that has a tank case who believes that the owner's or operator's corrective action plan for the site has been satisfactorily implemented, but where closure has not been granted, may petition the fund manager for a review of the case."

Please call if you have any questions. I can be reached at (916) 227-2698.

Sincerely,

Arron Rambach, P.E. Civil
Associate Water Resources Control Engineer
Underground Storage Tank Cleanup Fund

Enclosure (pre-approval form for subsequent requests)

cc Eva Chu, Alameda County Environmental Health (w/o enclosure) by fax (510) 337-9335

David Hoexter
Hoexter Consulting, Inc.
734 Torrey Court
Palo Alto, CA 94303



ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



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

StID 553

March 11, 1997

Mr. Doyle Gruit
Gruit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

RE: Comments on CAP for 1970 Seminary Avenue, Oakland, CA

Dear Mr. Gruit:

I have completed review of Hoexter Consulting, Inc's February 1997 Corrective/Interim Remedial Action Plan (CAP) and the case file for the above referenced site. The CAP workplan proposes to: install additional downgradient monitoring wells; install oxygen releasing compounds (ORC) in soil boring throughout the "source area"; and, install a low volume in-situ bioventing vacuum system in existing and proposed monitoring wells.

At this time it seems appropriate to install the three proposed groundwater monitoring wells to further delineate the extent of the contaminant plume. However, it is recommended that an ASTM RBCA Tier Two evaluation be conducted to determine site specific cleanup levels before ORC and/or bioventing is performed, if necessary.

Additional site specific data should be collected from the proposed groundwater monitoring wells before a Tier Two evaluation is performed. A "clean" soil sample should be collected from the vadose zone of the boring along Seminary Avenue and analyzed for the following parameters: fraction of organic carbon content; water content; bulk density; and, porosity. Once the wells are constructed they should be incorporated into the quarterly monitoring schedule set forth for the existing onsite wells. Groundwater from all wells should be analyzed for TPHg, BTEX/MTBE, and HVOC. Groundwater from wells MW-1, MW-4 and the new wells should also be analyzed for TOG. In addition, groundwater from well MW-1 should be analyzed for PNAs, using EPA method 8270.

When data have been collected from two quarterly sampling events, the cumulative data should be used to perform the Tier Two evaluation. A workplan for that analysis will be requested at that time.

If you have any questions about the content of this letter, I can be reached at (510) 567-6762.

eva chu
Hazardous Materials Specialist

c: David Hoexter, 734 Torrey Ct, Palo Alto, CA 94303
Cheryl Gordon, SWRCB Cleanup Fund
grimit.1

Geology / Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

ENVIRONMENTAL
PROTECTION

97 JAN 22 PM 3:48

STID
553

January 21, 1997

E-10-1B-192B

HCPProjLtr:Seminary/Klettke3

Mr. Dale Klettke, Hazardous Materials Specialist
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

RE: **PROJECT STATUS**
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Mr. Klettke:

This letter follows my voice message of this morning. We have received your "Notice of Violation" dated January 15, 1997, and apologize for not contacting you related to the delay in completing the current scope of work.

A sub-consultant (Terra Vac Corp) to conduct the SVE feasibility testing was selected by Mr. Gritmit on January 7, 1997, and authorized the same day. Terra Vac plans to conduct the field testing by January 28, 1997. We also conducted the "Quarterly" ground water sampling round on January 15, 1997, and are currently preparing our report. As I noted in my voice message, we did not test for HVOC during this (current) round; we will test for HVOC during the second and fourth quarters, as HVOC testing was conducted during the fourth quarter 1996 (thus, alternate quarters for HVOC testing).

We plan to complete the interim remedial action plan by the requested date of February 18, 1997. Thank you for your understanding.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit



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

STID 553

January 15, 1997

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

"NOTICE OF VIOLATION"

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gritmit:

This letter is intended as a follow up to the Alameda County Department of Environmental Health letter dated November 12. In an October 28, 1996 telephone conversation, Hoexter Consulting requested an additional 30 days to submit the interim remedial action plan (RAP). **This interim RAP work plan was to be submitted to this office no later than December 13, 1996.**

Therefore you are to submit a copy of the interim remedial action plan to this office within 30 days of the date of this letter, or no later than February 18, 1997.

Please be advised that this letter constitutes a formal request for technical reports pursuant to California Water Code Section 13267(b) and Health and Safety Code Sections 25299.37 and 25299.78.

Should you have any questions or comments, please feel free to call Thomas Peacock directly at (510)567-6782.

Sincerely,

A handwritten signature in cursive script that reads "Dale Klettke".

Dale Klettke, CHMM
Hazardous Materials Specialist

c: Patrick Wheeler, UST Fund
David Hoexter, 734 Torreya Court, Palo Alto, CA 94303
Dale Klettke--files

0553rap2.nov

pc

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



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

STID 553

November 13, 1996

Doyle Gruit
Gruit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gruit:

This office is in receipt of and has completed review of the case file for this site, up to and including the October 1996 Hoexter Consulting, Inc., (HC) "Quarterly" Ground Water Sampling Report.

In an October 28, 1996 telephone conversation, HC requested an additional 30 days to submit the interim remedial action plan (RAP). **This interim RAP work plan was to be submitted to this office within 45 days of the date of this letter, or no later than November 12, 1996.** The 30 day extension for submittal of the interim RAP is approved. Therefore, please submit the interim RAP plan no later than December 13, 1996.

In addition, HC requested that the frequency of HVOC analysis for groundwater samples be reduced, since EPA Method 8010 analysis costs are not reimbursable through the UST Fund. It is my understanding that initial costs associated with EPA Method 8010 analysis are reimbursable through the UST Fund, but subsequent EPA Method 8010 analysis costs are not reimbursable. These analytes are essentially chlorinated compounds and are not considered petroleum-related compounds.

At this time please adhere to a **quarterly** schedule of well sampling, monitoring, and report submittal as referenced in Title 23, California Code of Regulations (CCR) section 2652(d). Sample analytes shall continue to be total petroleum hydrocarbons as gasoline (TPHg), MTBE and the aromatic hydrocarbons benzene, toluene, ethyl benzene and total xylene isomers (BTEX). **Laboratory analysis of groundwater samples for EPA Method 8010 compounds may be performed on a semi-annual (1st and 3rd quarters) basis.**

Please be advised that this letter constitutes a formal request for technical reports pursuant to California Water Code Section 13267(b) and Health and Safety Code Sections 25299.37 and 25299.78.

Should you have any questions or comments, please feel free to call me directly at (510)567-6880.

Mr. Gruit
RE: 1979 Seminary Avenue, Oakland
November 13, 1996
Page 2 of 2

Sincerely,

A handwritten signature in cursive script that reads "Dale Klettke". The signature is written in black ink and is positioned above the typed name.

Dale Klettke, CHMM
Hazardous Materials Specialist

c: Patrick Wheeler, UST Fund
David Hoexter, 734 Torrey Court, Palo Alto, CA 94303
Dale Klettke--files

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HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

STID
553

September 25, 1996

E-10-1B-192B

HCPProjLtr:Seminary/Klettke2

Mr. Dale Klettke, Hazardous Materials Specialist
Alameda County
Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: UST CLEANUP FUND PROGRAM PRE-APPROVAL OF
QUARTERLY SAMPLING COSTS
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Mr. Klettke:

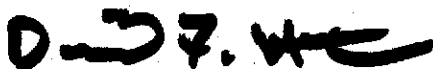
Enclosed is a copy of the September 18, 1996 State Fund pre-approval letter for quarterly sampling of the 1970 Seminary site. Please note that reimbursement for EPA Method 8010 is excluded. As you know, the site formerly contained a waste oil tank, which has been removed, and which was the source of solvents detected by the 8010 method.

We request you write the site owner (Doyle Gritit) a brief letter of explanation/directive pertaining to method 8010 per the request (highlighted) in the attached letter.

We appreciate your supplying us with copies of past correspondence. Thank you for your assistance.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritit

Enclosure

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



STID 553

September 24, 1996

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

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

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gritmit:

This office is in receipt of and has completed review of the case file for this site, up to and including the July 28, 1996 Hoexter Consulting, Inc., (HC) "Preliminary Evaluation of Remedial Action Alternatives".

This report documents the evaluation of several remedial action alternatives for the petroleum hydrocarbon contamination at the above referenced site. The HC report concludes that vapor/groundwater co-extraction or vapor/groundwater co-extraction with air sparging or oxygen-releasing compounds (ORCs placed in groundwater monitoring wells) is recommended. In addition, HC recommends feasibility testing of soil-vapor extraction (SVE), SVE with groundwater co-extraction, and SVE with groundwater co-extraction and air sparging or ORC systems be further evaluated.

However, growing evidence suggests that groundwater pump and treat systems are ineffective at removing significant quantities of dissolved petroleum hydrocarbon contaminants, and are only cost effective in instances where they are used for free product removal.

In addition, there is growing evidence that ORCs distributed through groundwater monitoring wells may foul well screens, therefore limiting the beneficial impact to the immediate area of the monitoring wells. In addition, the monitoring wells were not constructed for the purpose of distributing ORCs and may interfere somewhat with obtaining representative samples for future groundwater monitoring events. Finally, the location of current groundwater monitoring wells are not ideally situated in areas of highest soil/groundwater contamination.

Possibly, a more effective implementation of the ORCs, may involve installing a grid of boreholes to attenuate the highest concentrations (the source) of petroleum hydrocarbons found in the vicinity of the former gasoline and waste oil UST excavations, with subsequent confirmation of ORC effectiveness by continued groundwater monitoring. This would result in the ORC compound being more effectively distributed in the areas where soil and groundwater petroleum hydrocarbon concentrations are highest, resulting in higher contaminant mass removal rates and ORC system efficacy.

Doyle Gruit
RE: 1970 Seminary Avenue, Oakland
September 24, 1996
Page 2 of 2

Therefore, this office requests that the proposed feasibility testing include only soil-vapor extraction (SVE) and SVE with air-sparging (SVE/AS) systems. In addition, as part of an interim remedial action plan (RAP), please submit to this office a work plan detailing the implementation of an appropriate ORC system.

This interim RAP work plan is due within 45 days of the date of this letter, or no later than November 12, 1996.

In addition, measures required to monitor the rates and effectiveness of biodegradation at the Site should be added to the on-going groundwater monitoring program. **Beginning with the next quarterly groundwater sampling event, additional monitoring parameters should include dissolved oxygen, ferrous iron, nitrate and sulfate levels for groundwater sampling of all monitoring wells.**

Please be advised that this letter constitutes a formal request for technical reports pursuant to California Water Code Section 13267(b) and Health and Safety Code Sections 25299.37 and 25299.78.

For your information, Alameda County Department of Environmental Health (ACDEH) concurs with Hoexter Consulting that further Tier evaluation is not warranted, and that Tier 2 Site-Specific Target Levels (SSTLs) would most likely be exceeded for the chemicals of concern (COCs).

Should you have any questions or comments, please feel free to call me directly at (510)567-6880.

Sincerely,



Dale Klettke, CHMM
Hazardous Materials Specialist

c: Patrick Wheeler, UST Fund
David Hoexter, 734 Torreya Court, Palo Alto, CA 94303
Thomas Peacock, LOP Manager--files

0553rap1.int



Ca/EPA

**State Water
Resources
Control Board**

**Division of
Clean Water
Programs**

Mailing Address:
P.O. Box 944212
Sacramento, CA
94244-2120

2014 T Street,
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FAX (916) 227-
4530

World Wide Web:
<http://www.swrcb.ca.gov/~cwphome/fundhome.htm>

<http://www.swrcb.ca.gov/~cwphome/fundhome.htm>



Pete Wilson
Governor

SEP 18 1996

Doyle Gritmit
14366 Lark Street
San Leandro, CA 94578

Dear Mr. Gritmit:

PRE-APPROVAL OF CORRECTIVE ACTION COSTS, CLAIM NO. 006378

I have reviewed your request, received on August 28, 1996, for pre-approval of corrective action costs. I have included a copy of the "Cost Pre-Approval Request" form. Please use this form in the future for requesting pre-approval of corrective action costs.

Based on the information presented in Hoexter Consulting, Inc.'s August 25, 1996 proposal, the costs are provisionally pre-approved at **\$13,820**. The Fund will not reimburse for EPA Method 8010 analytical tests without an explanation and directive from the local agency as to how it is related to petroleum contamination; therefore, an estimated amount for these tests has been deducted from your pre-approval amount. Also, you should note that the actual invoices submitted for this work should show detailed breakdown of hours and rates for labor to complete each task, specific rates and charges for various pieces of equipment and supplies, number and cost of each analytical test and include all subcontractor invoices.

Be aware that this pre-approval does not constitute a decision on reimbursement: all reasonable and necessary corrective action costs for work directed and approved by the Alameda County and the Regional Board will be eligible for reimbursement per the terms of your Letter of Commitment at costs consistent with those pre-approved in this letter.

- The actual costs and scope of work performed must be consistent with this pre-approval.
- The work products must be acceptable to the County and the Regional Water Quality Control Board.
- It is my opinion that it is unnecessary to obtain three bids for this scope of work; the Fund's three bid requirement is waived for this scope of work.
- If a different scope of work becomes necessary, then you must request pre-approval of costs on the new scope of work.
- A copy of the letter from Alameda County/Regional Board directing and approving these activities will be required in order to receive future reimbursement for these costs.

Please remember that it is still necessary to submit the actual cost of the work as explained in the Reimbursement Request Instructions to confirm that the costs are consistent with this pre-approval before you will be reimbursed. *To make this easier, insure that your consultant prepares his invoices to match the format of the original estimate, and provides*



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

reasonable explanations for any changes made in the scope of work or increases in the costs. When the invoices are submitted you must include copies of all:

- *subcontractor invoices,*
- *technical reports, and*
- *applicable correspondence from the County and Regional Board.*

Please call me at (916) 227-0743 if you have any questions.

Sincerely,



Patrick Wheeler, Water Resources Control Engineer
Underground Storage Tank Cleanup Fund Program

Enclosure

ENVIRONMENTAL
PROTECTION
96 SEP 27 PM 2:40



Recycled Paper

Our mission is to preserve and enhance the quality of California's water resources, and ensure their proper allocation and efficient use for the benefit of present and future generations.

Geology / Engineering Geology / Environmental Studies

**HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA**

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

July 15, 1996

E-10-1B-192B

HCProjLtr:Seminary/Klettke1

Mr. Dale Klettke, Hazardous Materials Specialist
Alameda County
Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: REMEDIAL ALTERNATIVES AND FURTHER TIER EVALUATION
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Mr. Klettke:

The purpose of this letter is to briefly apprise you of the status of our evaluation of remedial alternatives and further tier evaluation at the above-referenced site. The evaluation was requested in your letter of May 15, 1996.

Mr. Gritmit received pre-approval authorization from the State Fund on July 8, 1996 of Hoexter Consulting's "sole source" cost estimate proposal to conduct the evaluation. We are thus now authorized to conduct the work. We plan to complete our evaluation by the end of this month (July, 1996).

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit

ENVIRONMENTAL
PROTECTION

96 JUL 17 PM 2:41



STID 553

May 15, 1996

Doyle Gritit
Gritit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

DEPARTMENT OF ENVIRONMENTAL HEALTH
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
(510) 567-6777

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gritit:

This office is in receipt of and has completed review of the case file for this site, up to and including the April 22, 1996 Hoexter Consulting, Inc., "Soil and Ground Water Testing Report".

This report documents the installation of three (3) additional groundwater monitoring wells (MW-4, MW-5 and MW-6) and the advancement of four (4) exploratory borings (EB-4, EB-5, EB-6 and EB-7). Groundwater samples were collected from the existing three (3) monitoring wells, in addition to the three newly installed monitoring wells. "Grab" groundwater samples were to be collected from each of the four borings, but since water did not collect in three of the exploratory borings, a "grab" groundwater sample could only be collected from boring EB-4.

Laboratory analysis of the soil and groundwater samples collected from the six (6) monitoring wells and four (4) exploratory borings indicate that elevated levels of petroleum hydrocarbon compounds and halogenated volatile organic compounds (HVOCs), although present in the soil, are most noticeably present in the groundwater.

The data analysis included a limited ASTM Risk-Based Corrective Action (RBCA) Tier 1 Risk Based Screening Level (RBSL) evaluation as referenced in the ASTM E 1739 - 95 document "Standard Guide for Risk-Based Corrective Action Applied at Petroleum Release Sites". The ASTM E 1739 - 95 document is a consistent decision-making process for the assessment and response to a petroleum release, and is based on the protection of human health and the environment. The Tier I risk assessment compares the chemicals of concern (COCs) documented at the site with Tier 1 RBSLs as presented in the published Look-up Table (ASTM E 1739-95 - Table X2.1 "Example Tier 1 Risk-Based Screening Level (RBSL) Look-up Table). *Note: Hazard Quotients (HQ) are used in the development of RBSLs for non-carcinogenic compounds only (examples: toluene, ethyl benzene, total xylenes, etc.), and are not used in determining RBSLs for carcinogens such as benzene.*

The Hoexter Consulting Inc., Tier 1 evaluation determined that for the following risk exposure scenarios, contaminant levels exceed the Tier 1 RBSLs:

- Soil-Volatilization to Outdoor Air at a target level (cancer risk) of 1E-06 (1 in 1,000,000).
- Soil-Vapor Intrusion from Soil to Buildings at a target level of 1E-04(1 in 10,000)
- Groundwater-Vapor Intrusion from Groundwater to Buildings at a target level of 1E-06
- Groundwater Ingestion at a target level of 1E-04

Doyle Gruit
RE: 1970 Seminary Avenue, Oakland
May 8, 1996
Page 2 of 3

The following are comments concerning the April 22, 1996, Hoexter Consulting, Inc. Tier 1 RBCA evaluation report:

In Tier 1, the point(s) of exposure and point(s) of compliance are assumed to be located within close proximity to the source area(s) or the area where the highest concentrations of the COCs have been identified. The concentrations of the COCs measured *at the source area(s)* identified at the site should be compared to the look-up table RBSLs, or if sufficient site assessment data is available, statistical limits (for example, upper confidence levels) rather than maximum concentrations detected may be compared to the Tier 1 RSBLs. Therefore, the use of the maximum *regional* down gradient value for benzene in ground water (MW-6; 1,000 ppb) **should not have been used for the Tier 1 analysis, rather the maximum source concentration of 4000 ppb, detected in MW-4 (3/26/96) should have been used.** In addition, it appears that the concentrations evaluated in the Look-Up Table were for the Commercial/Industrial Receptor Scenario, not the Residential Receptor Scenario, for the *Groundwater-Vapor Intrusion from Groundwater to Buildings* exposure pathway.

In the case of volatilization of soil vapor to the outside air, the maximum detected level (0.21 ppm) was utilized, instead of the maximum value of 2.4 ppm detected in the confirmatory sample (sample # 7) collected from the east end of the north tank within the common gasoline UST excavation. The concentrations of the COCs measured at the source area(s) identified at the site should again be compared to the look-up table RBSLs, **rather sample # 7 (2.4 ppb-benzene) should have been used for the Tier 1 analysis.**

The effect of these corrections result in the RSBL's for benzene being exceeded for the following exposure scenarios:

- ◆ Groundwater-Volatilization to Outdoor Air for a target level of 1E-06
- ◆ Soil-Volatilization to Outdoor Air (target level lowered from 1 in 1,000,000 to 1 in 100,000).
- ◆ Soil-Vapor Intrusion from Soil to Buildings at a target level of 1E-04 (1 in 10,000)
- ◆ Groundwater-Vapor Intrusion from Groundwater to Buildings (target level lowered from 1 in 1,000,000 to 1 in 10,000). *RBSL for benzene at a target level of 1E-04 is 0.69 ppm.*
- ◆ Groundwater Ingestion at a target level of 1E-04

For your information, the following guidance is referenced in sections 6.7.1 of the ASTM E1739 - 95 document:

"6.7.1 If the concentrations of the chemical(s) of concern exceed the target levels at the point(s) of compliance, then either remedial action, interim remedial action, or further tier evaluation should be conducted".

Doyle Grimit
RE: 1970 Seminary Avenue, Oakland
May 8, 1996
Page 3 of 3

Remedial action, interim remedial action, and further tier evaluation are further described in sections 6.7.1.1, 6.7.1.2 and 6.7.1.3, respectively. If further tier evaluation is warranted, additional site assessment information may be collected to develop defensible Tier 2 site-specific target levels (SSTLs).

Further tier evaluation is warranted when:

- (1) The basis for the RBSL values (for example, geology exposure parameters, point(s) of exposure, and so forth) are not representative of the site-specific conditions; or
- (2) The SSTL developed under further tier evaluation will be significantly different from the Tier 1 RSBL or will significantly modify the remedial action activities; or
- (3) Cost of remedial action to RBSLs will likely be greater than further tier evaluation and subsequent remedial action.

Therefore, please have your consultant prepare a report which evaluates whether remedial action, interim remedial action, or further tier evaluation is warranted for your site. Please include a cost/benefit analysis for each action evaluated. **This report is due within 60 days of the date of this letter, or no later than July 16, 1996.**

Should you have any questions or comments, please feel free to call me directly at (510)567-6880.

Sincerely,



Dale Klettke, CHMM
Hazardous Materials Specialist

c: David Hoexter, 734 Torrey Court, Palo Alto, CA 94303
Thomas Peacock, Supervising Hazardous Materials Specialist--files

0553tier.2kt

Bc

Geology / Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

Post-it® brand fax transmittal memo 7671		# of pages =
To	Dale Klettke	3
Co.	Alameda County	
Dept.	Haz. Mat.	
From	Doug Hoexter	
Co.	Hoexter Consulting	
Phone #	415-494-2505	
Fax #	510-337-5335	
	Some	

March 11, 1996

E-10-1A-163A

HC/WP:SmmyPhIIIWPAckJ2

Mr. Dale Klettke, CHMM
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: WORK PLAN ADDENDUM NO. 2
PROPOSED MONITORING WELL LOCATIONS
PHASE III SOIL AND GROUND WATER TESTING
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Mr. Klettke:

Thank you for taking the time to meet with us on March 8, 1996 at the above site. The purpose of this letter is to present a brief revision to our work plan dated August 9, 1995, and the January 14, 1996 addendum. The revision is based on your January 19, 1996 letter and on our March 8, 1996 soil borings and the site meeting. Specifically, in this letter we present the locations of planned additional ground water monitoring wells, to be installed on approximately March 18 and 19, 1996.

Four soil borings were completed on March 8, 1996. The locations and depths are shown on the attached figure. Water was encountered, and a grab water sample obtained from, boring EB-4. However, although left open for several hours, no water was observed in boring EB-5, or in boring EB-7 (left open for only approximately one hour).

The planned well locations and depths are presented on the accompanying Site Plan, dated March 11, 1996. This plan represents a reduction in previously planned field investigation, based on recent Regional Board guidelines, and thus an emphasis on initiating a (RBCA) risk-based evaluation of the site. Three new wells will be installed, in conjunction with the three existing wells. The apparent, discontinuous "perched" ground water zone, and the "deeper" zone, will each thus be penetrated by three wells, so ground water flow direction can be computed. In addition, the six well configuration will provide information on the lateral extent of contaminants, so that a RBCA-type assessment of the site can be conducted.

Alameda County Health, Mr. Dale Klettke; 1970 Seminary, Oakland, CA; E-10-1A-163A;
March 11, 1996; Page 2

We would appreciate your confirmation of receipt of this letter, and of your expressed agreement with the well completions and locations.

Again, thank you for your assistance and prompt review of this letter. Please call if you have any questions.

Very truly yours,

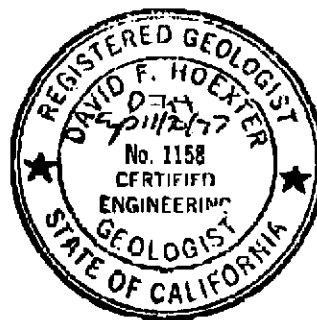
HOEXTER CONSULTING, INC.

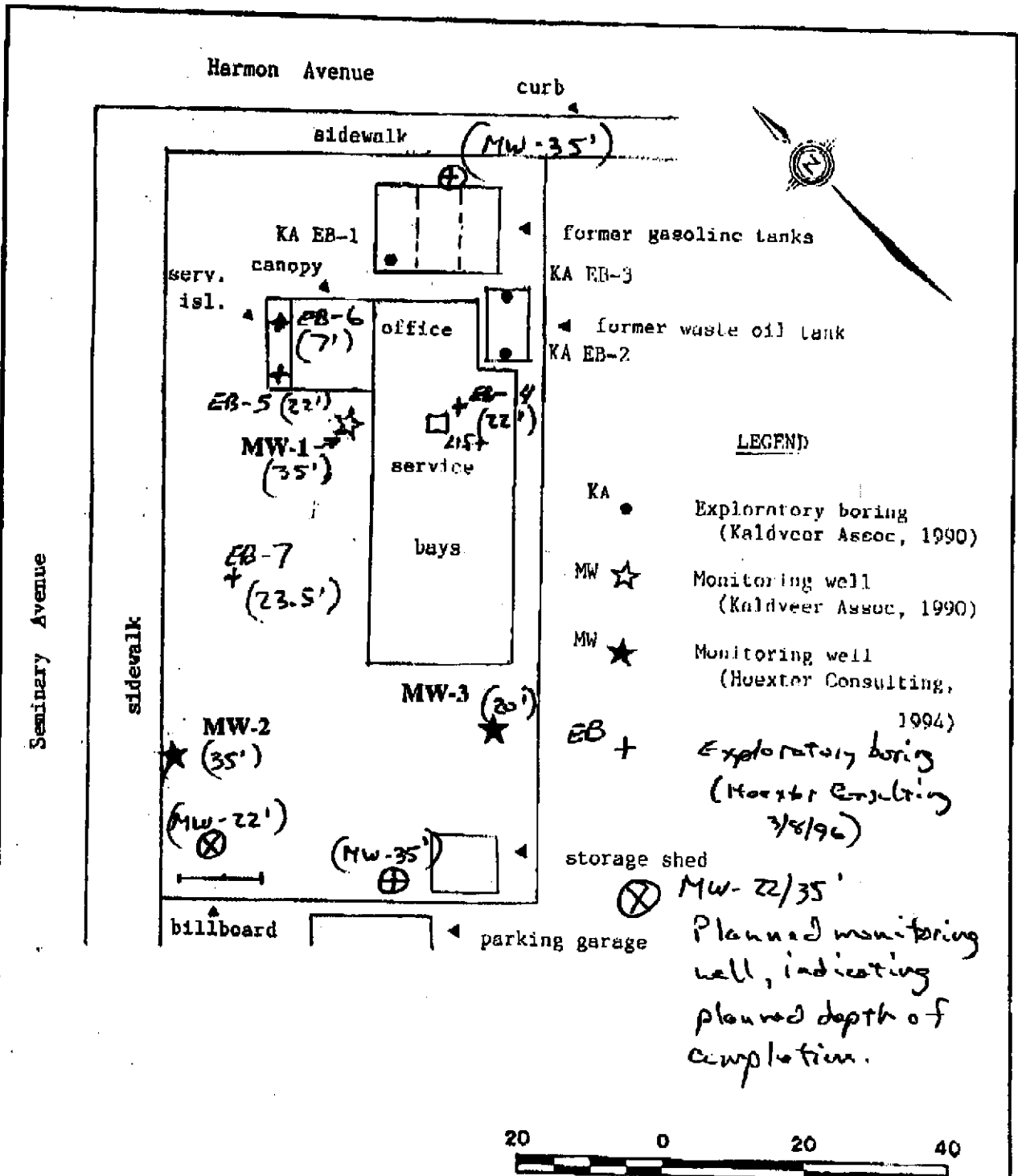


David F. Hoexter, RG/CEG/REA
Principal Geologist

Enclosure: Site Plan (3/11/96)

Copy: Mr. Doyle Gritit





Base: Field sketch, 10/25/93

HOEXTER CONSULTING
 Geology
 Engineering Geology
 Environmental Studies

SITE PLAN		
1970 Seminary Avenue Oakland, California		
Project No.	Date	Figure 2
E-10-1-019	May 1995	

DAH March 11, 1996

ALAMEDA COUNTY
HEALTH CARE SERVICES



AGENCY
DAVID J. KEARS, Agency Director

ARNOLD PERKINS, DIRECTOR
RAFAT A. SHAHID, DEPUTY DIRECTOR

STID 553

January 19, 1996

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

DEPARTMENT OF PUBLIC HEALTH
499 Fifth Street
Oakland, California 94607
(510)

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gritmit:

This office is in receipt of and has completed review of the case file for this site, up to and including the January 16, 1996 Hoexter Consulting, Inc., "Work Plan Addendum-Phase III Soil and Ground Water Testing".

This letter is in response to the changing regulations resulting from Senate Bill 1764 (and the SB1764 Scientific Advisory Committee). In response to the October 16, 1995-Lawrence Livermore National Laboratory (LLNL) Study entitled "Recommendations To Improve the Cleanup Process for California's Leaking Underground Fuel Tanks", the California Regional Water Quality Control Board (RWQCB) issued its December 8, 1995 "Interim Guidance on Required Cleanup at Low Risk Fuel Sites". This document was further modified by the January 5, 1996-RWQCB "Supplemental Instructions" guidance recommended for use in regulating low-risk sites. These guidance documents concur with the findings and conclusions of the LLNL Study, which recommended that fuel sites be treated differently and less stringently than solvent sites. The study also concluded that most fuel sites fall into the low-risk category, for which source removal and passive remediation are adequate.

In order for your site to fall into the "Low Risk Groundwater Case" the following definitions must apply:

- 1) The leak has been stopped and ongoing sources, including free product, have been removed or remediated.
- 2) The site has been adequately characterized.
- 3) The dissolved hydrocarbon plume is not migrating.
- 4) No water well, deeper drinking water aquifers, surface water, or other sensitive receptors are likely to be impacted.
- 5) The site presents no significant risk to human health.
- 6) The site presents no significant risk to the environment.

Geology / Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

January 14, 1996

E-10-1A-163A

HC/WP:SmnryPhIIIWPAAdd

Mr. Dale Klettke, CHMM
Alameda County Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, Suite 250
Alameda, California 94502-6577

**RE: WORK PLAN ADDENDUM
PHASE III SOIL AND GROUND WATER TESTING
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Mr. Klettke:

The purpose of this letter is to present a brief revision to our work plan dated August 9, 1995 for the referenced site. The revision is based on your work plan approval letter dated November 8, 1995. In your letter, you approved the work plan, but advised that one-inch monitoring wells would be unacceptable for continued groundwater monitoring.

Although the one-inch wells could be used for air sparging or vapor extraction, their locations and particularly design might not be optimum for these purposes. Unnecessary wells would be costly and ultimately would need to be properly abandoned. Therefore, we plan to modify our work plan as follows:

- Most of the proposed well locations will be retained or their location slightly modified. Two locations will be abandoned. Five of the locations will be completed as two-inch diameter wells instead of one-inch wells; the remaining locations will be utilized as soil sampling probes only. The additional planned two-inch well will be retained.
- A grab water sample will be obtained from each soil probe, if water is present at the planned total depth of 15 feet, using the portable hydraulic hammer-driven sampling system described in the work plan. These locations will be abandoned by grouting following soil and grab water sampling.

The proposed revisions are presented on the accompanying Site Plan.

We plan to initiate the field work as soon as practical following receipt of your comments to this addendum. Therefore, your prompt review is appreciated.

Please call if you have any questions.

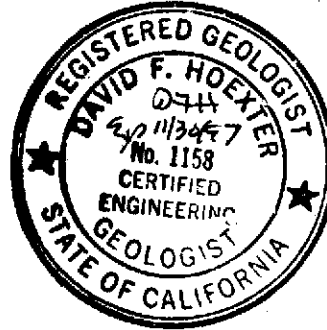
Very truly yours,

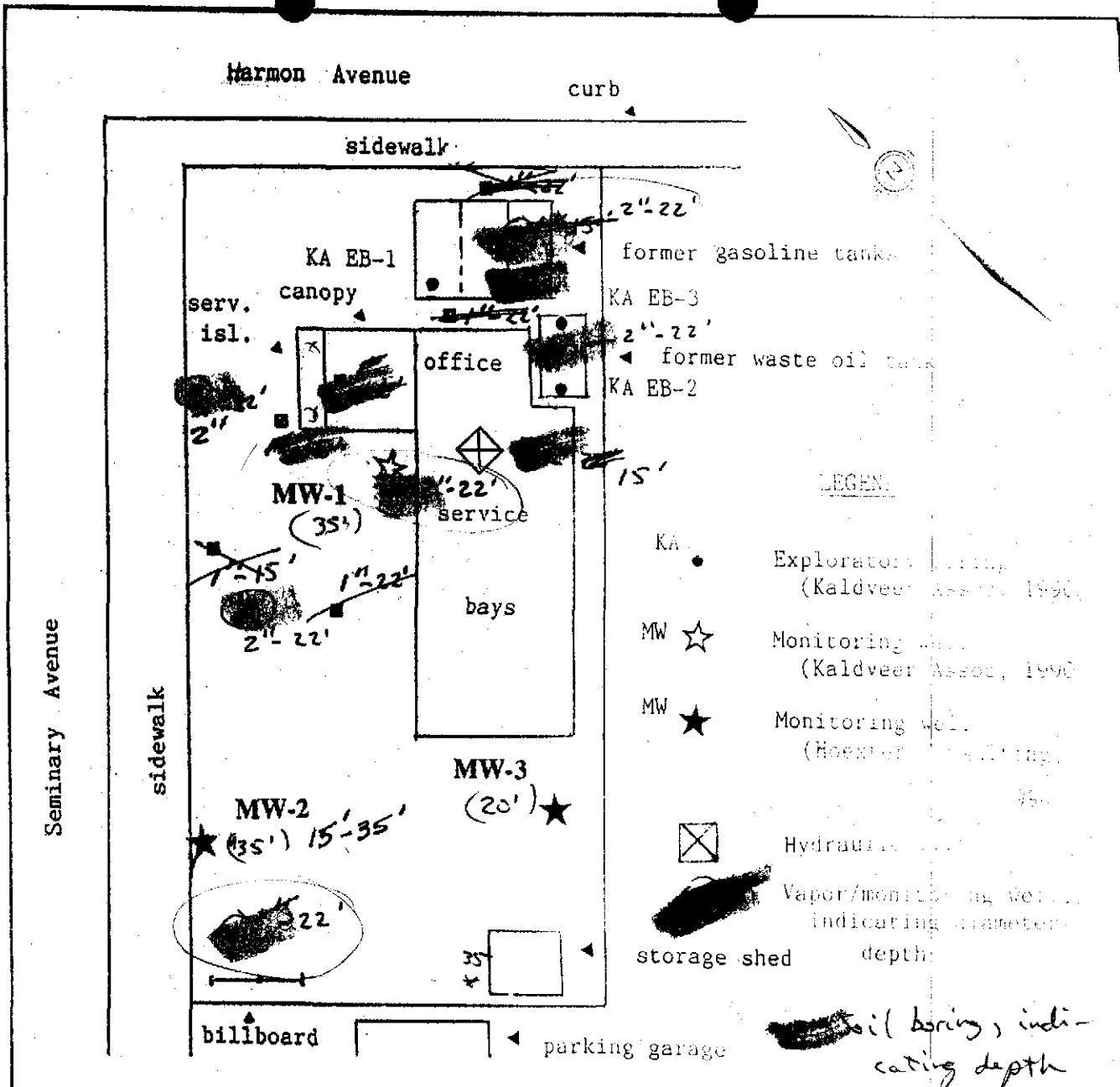
HOEXTER CONSULTING, INC.



David F. Hoexter, RG/CEG/REA
Principal Geologist

Copy: Mr. Doyle Gritmit





Base: Field sketch, 10/25/93



APPROXIMATE SCALE IN FEET



HOEXTER CONSULTING
Geology
Engineering Geology
Environmental Studies

SITE PLAN

1970 Seminary Avenue
 Oakland, California

Project No.	Date	Figure 2
E-10-1A-163A	August 9, 1995	



DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
1131 Harbor Bay Parkway
Alameda, CA 94502-6577
(510) 567-6700

STID 553

November 8, 1995

Doyle Gruit
Gruit Auto & Repair
14366 Lark Street
San Leandro, CA 94578

RE: 1970 SEMINARY AVENUE, OAKLAND, CALIFORNIA 94621

Dear Mr. Gruit:

This office is in receipt of and has completed review of the case file for this site, up to and including the August 9, 1995 Hoexter Consulting, Inc., "Abbreviated Work Plan Phase III Soil and Ground Water Testing".

This Phase III Soil and Ground Water Testing Work Plan utilizes a soil/water vapor extraction system to effectively address the petroleum hydrocarbon contamination found in both the unsaturated and saturated zones. The hydrocarbons which have been detected beneath the site consist of a mixture of used oil and gasoline constituents. The distribution of the petroleum hydrocarbons have been detected in three primary phases: adsorbed in the soils, dissolved in the groundwater, and liquid-phase hydrocarbons (hydrocarbon sheen) floating on the groundwater.

The proposed Work Plan comprises the following four phases:

- Phase 1 ■ Removal of an existing abandoned hydraulic lift, and the removal of any surrounding soils which may be contaminated due to previous releases of any hydraulic fluids.
- Phase 2 ■ An extensive subsurface investigation, to further define the extent of soil contamination and the complex ground water conditions at the site. An estimated eight (8) monitoring/vapor recovery wells and five (5) additional soil borings will be installed at the site. The site is associated with a shallow perched ground water zone and lenses and possible channels of alluvial material.
- Phase 3 ■ A vapor extraction performance test to determine, if feasible, the proper placement of the vapor extraction wells, to calculate of the effective radius of influence for each of the vapor extraction points, to determine contaminant removal efficiency's, etc.
- Phase 4 ■ A remedial action feasibility report and request for bids to install and operate the remediation system.

Doyle Gruit
RE: 1970 Seminary Avenue, Oakland
November 8, 1995
Page 2 of 3

The soil vapor extraction system is designed to remove volatile hydrocarbons and to provide oxygen to the unsaturated zone for improved bioremediation efficiency. Eight monitoring wells/vapor extraction points will be augmented by the advancement of approximately five (5) soil borings which could be subsequently converted to monitoring wells/vapor extraction points. Of the proposed eight monitoring wells/extraction points, one "standard" two-inch-diameter and seven smaller one-inch-diameter percussion driven soil borings will be completed as shallow vadose and ground water monitoring wells.

Naturally, the installation of the vapor extraction points is contingent on the proof that vapor extraction is a viable remedial approach. Prior to installation of your remediation system, please submit a copy of your Process-Instrumentation Diagram (PID) for review by this office. Please be advised that the actual number of monitoring wells/vapor extraction points will be determined by the zone of influence/zone of capture tests performed during the feasibility studies.

This Work Plan is approved. Please be advised that at this time one-inch-diameter groundwater wells are unacceptable for any continued groundwater monitoring. These one-inch-diameter monitoring wells/vapor extraction points, however could also be used as air-sparging wells to enhance bioremediation. Please keep this office advised on progress of the work plan pertaining to this site on a timely basis.

After a October 31, 1995 telephone conversation with David Hoexter, I was informed that due to budgetary constraints, Phase I would not be implemented at this time. Please be advised that removal of the lift and the surrounding contaminated soils, will greatly accelerate the remediation process. Since the lift and the surrounding soils are located underneath the building in the service bays, up gradient of monitoring well MW-1, these petroleum hydrocarbon impacted soils will continue to be detected in monitoring well MW-1, and in effect, will inhibit the remediation process.

In addition, I am aware that the hydraulic lift and associated soils are not covered by the State UST Reimbursement Fund ("The Fund"), and that the costs associated with the removal of the lift and remediation of any petroleum hydrocarbon impacted soils would be incurred by you. However, in order to effectively implement the remediation system and to expedite site closure with the State Water Resources Control Board (SWRCB), costs associated with Phase I should be budgeted as soon as practically feasible.

I have recently taken over this case file from Thomas Peacock of this office. Should you have any questions or comments, please feel free to call me directly at (510)567-6880.

Doyle Gruit
RE: 1970 Seminary Avenue, Oakland
November 8, 1995
Page 3 of 3

Sincerely,

A handwritten signature in cursive script, reading "Dale Klettke", with a long horizontal flourish extending to the right.

Dale Klettke, CHMM
Hazardous Materials Specialist

c: David Hoexter, 734 Torreya Court, Palo Alto, CA 94303
Thomas Peacock, Supervising Hazardous Materials Specialist--files
0553wpok.dkt

Geology / Engineering Geology / Environmental Studies

**HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, RG/CEG/REA**

**734 Torreya Court
Palo Alto, California 94303**

(415) 494-2505 (ph & fax)

October 27, 1995

E-10-1A-163A

HCProjLtr:Seminary/Peacock5

Mr. Thomas Peacock, Supervising HMS
Alameda County
Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, 2nd Floor
Alameda, California 94502

**RE: STATUS OF INVESTIGATIONS AND REMEDIATION
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA**

Dear Mr. Peacock:

The purpose of this letter is to briefly apprise you of the status of subsurface investigations and remediation at the above-referenced site.

Bids were solicited for the removal of the hydraulic lift. The bids were prohibitively costly (on the order of \$8000 each) for the removal, limited excavation, and backfill. As the State UST Cleanup Fund will not cover this work, it has been postponed.

A "Quarterly" ground water sampling round is scheduled for the week of October 30, 1995. The field investigation and vapor extraction feasibility test outlined in our August 9, 1995 work plan will be initiated following receipt of your review and approval.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

April 4, 1995
STID# 553

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

ALAMEDA COUNTY-ENV. HEALTH DEPT.
ENVIRONMENTAL PROTECTION DIV.
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577
(510)567-6700

Re: 1970 Seminary Ave., CA 94621

Dear Doyle Gritmit:

This office has received and reviewed a Quarterly Groundwater Sampling Report dated January 13, 1995 and a conceptual Workplan dated January 26, 1995, both by Hoexter Consulting, Inc. The report and workplan are acceptable to the office. The following are comments concerning this site:

1. It is agreed that some form of remediation will need to be done. Prefacing this should be more information on the extent of contamination around MW-1. This will probably require additional wells of some type.
2. Please consult the Clean-Up Fund for reference to type of work and bidding requirements. This office does not approve or disapprove of sole bidding.
3. The depth to groundwater and gradient is very unusual on this site. Further information is needed to explain what is happening on the site.

If you have any questions concerning this matter please contact this office at 567-6782.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas F. Peacock'.

Thomas F. Peacock, Supervising HMS
Environmental Protection Division

cc: Ariu Levi, Acting Chief - Files
David Hoexter, 734 Torrey Ct., Palo Alto, CA 94303

Geology / Engineering Geology / Environmental Studies

**HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, R.G./C.E.G./R.E.A.**

**734 Torrey Court
Palo Alto, California 94303**

(415) 494-2505 (ph & fax)

January 26, 1995

E-10-1-019

HCProjLtr:Seminary/Peacock4

Mr. Thomas Peacock, Supervising HMS
Alameda County
Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, 2nd Floor
Alameda, California 94502

RE: CONCEPTUAL WORK PLAN
STATUS OF INVESTIGATIONS AND REMEDIATION
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Mr. Peacock:

INTRODUCTION

The purpose of this letter is to briefly apprise you of the status of subsurface investigations and remediation at the above-referenced site, and to present a preliminary, conceptual work plan for recommended subsurface investigation and initial remediation. As you know, Hoexter Consulting previously recommended a passive bioremediation program of the site's ground water, to be conducted in either the existing well MW-1 or in a new, up-gradient well. However, upon re-evaluation of the site and based on the two most recent ground water sampling rounds, additional investigation and an alternative approach to remediation is now deemed the best approach to long-term remediation of the site.

As we have previously discussed, the responsible party, Doyle Gritit, is unable to manage the required investigations and remediation, and has requested that Hoexter Consulting in effect take on the role of both manager and consultant. In order to accomplish this, we request your agreement in advance to the following conceptual work plan, so we may submit a proposal to Mr. Gritit for the work, which will in turn be submitted by Mr. Gritit for pre-approval by the State Water Resources Control Board UST Cleanup Fund as a sole bid. Our most recent quarterly sampling proposal was approved by the Fund as a

sole bid. Please note that any remediation, such as soil excavation or treatment and removal of underground features, will be let to bid by qualified contractors, in accordance with general UST Fund procedures.

CURRENT STATUS

Contaminant levels detected in the December, 1994 quarterly sampling event (January 13, 1995 report) were markedly lower than the previous event. Ground water levels were again variable and inconsistent. In our opinion, as we recently discussed with you, it is not possible to characterize the ground water or contaminant conditions with the very limited available information. Although contaminant levels in the most-impacted well, MW-1, were significantly lower than previous sampling events, contaminant levels increased, overall, in the two down-gradient wells. Please refer to the January 13, 1995 report for more information.

DISCUSSION

There remain three and possibly four potential sources of contamination at the site: (1) the former gasoline UST tanks; (2) the former waste oil tank; (3) the former service island; and (4) the inactive hydraulic lift. Each of these potential sources is discussed in the following paragraphs.

Former Gasoline UST Excavation

The limited previous tank removal confirmation sampling and one exploratory boring (Kaldveer Associates) suggest that the bulk of contaminated soil has been removed from the gasoline tank excavation area. However, ground water has never been sampled at this location. ~~Limited soil testing and installation of ground water monitoring is recommended.~~

Former Waste Oil Tank

Kaldveer Associates' exploratory borings and the contractor's subsequent confirmation sampling of additional excavation indicated that considerable soil contamination remains at this location. Due to proximity of the former tank to the existing building and property line, it was not possible to remove all of the contaminated soil. Ground water has never been sampled at this location, and ~~very likely is contaminated.~~ One of the wells proposed in this letter will be placed within the service building, in the regional down-gradient direction from the former tank.

Service Island

The service island remains in place (pumps were removed). To our knowledge, soil has never been tested at this location. Soil and ground water may be contaminated. Monitoring well MW-1, which has exhibited elevated levels of both oil and gasoline, is located within 10 feet of the service island. ~~Soil sampling is recommended adjacent to the service island, and possibly excavation of contaminated soil.~~

Hydraulic Lift

According to Mr. Gritmit, the hydraulic lift became inoperable following the October, 1989 Loma Prieta Earthquake. This lift had a history of leakage. We understand that waste oil may have been used in the lift. It is located within approximately 10 feet of well MW-1. Soil sampling is recommended adjacent to the lift, and possibly removal of the lift and soil

excavation. Soil excavation would be limited in extent due to the presence of the existing building.

Well Completions and Ground Water Flow

As previously discussed in our March 23, 1994 Soil and Ground Water Testing Report, wells MW-1 and MW-2 are completed to greater depth than well MW-3. MW-3 is probably completed in a "shallow" perched zone. All of the wells are slow to equalize when the locking well cap is removed. For these reasons, it has not been possible to attain ground water flow information from the three wells.

CONCEPTUAL WORK PLAN

The proposed conceptual work plan is designed to evaluate additional potential sources of ground water contamination. Additional investigation will better define soil and ground water contamination. The locations of recommended sampling will be available for future monitoring as well as soil vapor and ground water recovery and treatment. Two likely sources of contamination not previously investigated and tested, the service island and hydraulic lift, will be evaluated.

Borings and Monitoring Wells

The proposed investigation will consist of two field phases. The attached Figure 1 indicates preliminary recommended locations and completion information.

Well MW-3 was completed in the "shallow" (possibly perched) zone. This same zone was observed in well MW-2, but MW-2 was completed to a somewhat greater depth in the same manner as the initial MW-1. Information from the initial proposed phase will be used to characterize the "shallow" ground water conditions observed in wells MW-2 and MW-3. A limited access rig which is capable of obtaining continuous driven samples will be utilized to obtain representative soil samples. We tentatively plan to complete approximately six of the borings as small diameter (approximately 1.0 to 1.5 inch diameter) wells; those not completed to ground water will be completed as vapor wells for potential future vapor extraction.

The second phase will consist of standard hollow stem auger completion of approximately four "shallow" and three "deep" (similar in completion to MW-1, or completed only in "deeper" water-bearing sediments equivalent to the lower interval of MW-1) two inch diameter monitoring wells. This work will facilitate evaluation of ground water flow and levels of contamination in the two apparent zones.

Soil Samples

A photoionization detector will be used to screen soil samples from above the water table in borings situated close to potential contaminant sources, particularly the hydraulic lift and the service island. Two soil samples from each of these borings will be analyzed for oil and for gasoline.

Well Completions

Wells will be completed in the standard manner, surveyed, developed and sampled, and a complete report prepared.

Excavation

It is our belief that excavation of soil from the former service island and from the hydraulic lift area may be beneficial. Excavation in the former UST areas is not anticipated, due to space limitations at the former waste oil UST location, and the apparent lack of need at the former gasoline UST locations. This work would be conducted by a qualified contractor under our supervision. The requisite minimum three bids would be obtained.

Work Plan

A work plan would be prepared following approval of this conceptual plan and following approval by the State UST Fund of Hoexter Consulting's proposal.

CONCLUSIONS

The proposed investigation involves a significant number of borings and wells, and will be more extensive than generally conducted for a site of this size. In our opinion, given the irregularity and variability of ground water conditions and contaminant levels over time, such a program is warranted. Potential cost savings will be achieved by converting the driven borings to monitoring and potential extraction wells. It is our intention to conduct the next round of ground water sampling, which is currently scheduled for ~~March 1995~~, in conjunction with the planned well installations and sampling.

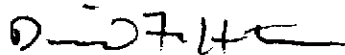
We will be assisted in our investigation by Mr. David Glick, REA/RG/CEG. Mr. Glick is experienced with most aspects of site investigation and remediation, and in particular will assist in formulating a ground water remediation plan, if warranted. We are prepared to proceed with this investigation and with those aspects of remediation deemed necessary, following your approval of this plan. With State Fund approval, we will then prepare a detailed work plan for your review, and commence the field investigation.

CLOSING

We respectfully request your response at your earliest convenience. Please call with any comments or questions.

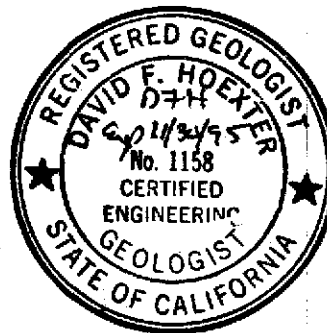
Sincerely,

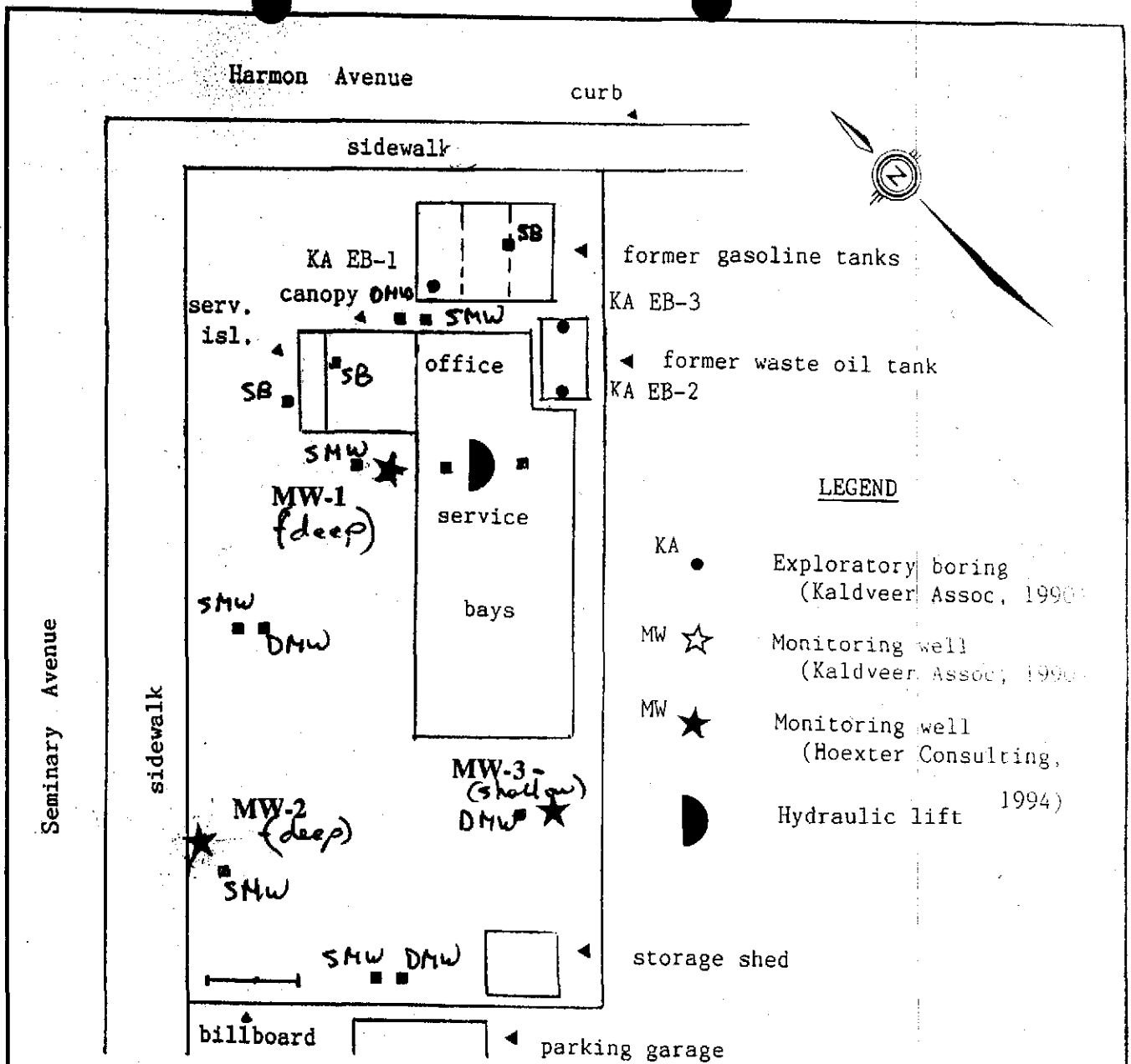
HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit

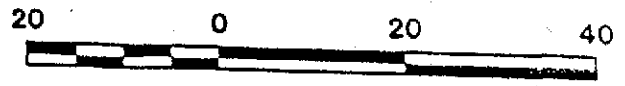




PROPOSED INVESTIGATION (Preliminary Locations)

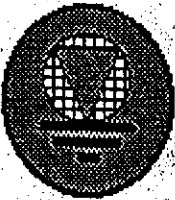
Location of proposed boring or well, as indicated

- SB soil boring/vapor recovery
- SWB soil-water boring/vapor recovery
- SMW shallow monitoring well
- DMW deep monitoring well



Base: Field sketch, 10/25/93

APPROXIMATE SCALE IN FEET

 <p>HOEXTER CONSULTING Geology Engineering Geology Environmental Studies</p>	SITE PLAN		
	1970 Seminary Avenue Oakland, California		
	Project No.	Date	Figure 1
	E-10-1-019	January, 1995	

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

December 12, 1994
STID# 553

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

ALAMEDA COUNTY CC4580
DEPT. OF ENVIRONMENTAL HEALTH
ENVIRONMENTAL PROTECTION DIVISION
1131 HARBOR BAY PKWY., #250
ALAMEDA CA 94502-6577

Re: 1970 Seminary Ave., CA 94621

Dear Doyle Gritmit:

This office has received and reviewed a Quarterly Groundwater Sampling Report dated September 23, 1994 by Hoexter Consulting, Inc. The report is acceptable to the office. The following are comments are concerning this site:

1. It is agreed that some form of remediation needs to be done. This will probably require additional wells of some type.
2. Please consult the Clean-Up Fund for reference to type of work and bidding requirements.
3. The depth to groundwater and gradient is very unusual on this site. Further information is needed to explain what is happening on the site.

If you have any questions concerning this matter please contact this office at 567-6782. Notice that we have moved.

Sincerely,

A handwritten signature in cursive script that reads "Thomas F. Peacock".

Thomas F. Peacock, Supervising HMS
Hazardous Material Division

cc: Edgar Howell - Files
David Hoexter, 734 Torreya Ct., Palo Alto, CA 94303

ALCO
HAZMAT

Geology / Engineering Geology / Environmental Studies

91 AUG -8 PM 4:46

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, R.G./C.E.G./R.E.A.

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

August 3, 1994

E-10-1-019

HCProjLtr:Seminary/Peacock3

Mr. Thomas Peacock, Supervising HMS
Alameda County
Department of Environmental Health
Hazardous Materials Division
1131 Harbor Bay Parkway, 2nd Floor
Alameda, California 94502

RE: STATUS OF INVESTIGATIONS AND REMEDIATION
STID ~~9~~ GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

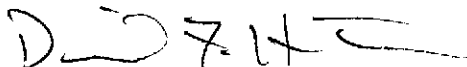
Dear Mr. Peacock:

The purpose of this letter is to briefly apprise you of the status of subsurface investigations and remediation at the above-referenced site. Mr. Gritmit, the responsible party, plans to solicit bids for the next phase of work at the site during September, 1994. This will consist of installation of an additional well in the vicinity of the former USTs, to be used for passive bioremediation of the site's ground water. It should be possible to install the well and initiate the bioremediation by the end of October, 1994.

It is our intention to conduct a round of ground water sampling during September, 1994.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY



DAVID J. KEARS, Agency Director

RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

June 29, 1994
STID# 553

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

1131 Harbor Bay Parkway, 2nd Flr
Alameda CA 94502

Re: 1970 Seminary Ave., CA 94621

Dear Doyle Gritmit:

This office has received and reviewed a Groundwater Testing Report dated March 23, 1994 by Hoexter Consulting, Inc. The report is acceptable to the office. The following are comments concerning this site:

1. The fact of contamination in MW-1 shows control in that the two downgradient wells are not showing contamination.
2. This office concurs with the conclusions and recommendations on page 12.
3. It is also notable that there was no benzene detected in this round of sampling.
4. Further monitoring reports do not need to be as extensive as this one. They should concentrate on the work done during that quarter and conclusions or recommendations for further work.

If you have any questions concerning this matter please contact this office. Since we are moving phone communication should go through 271-4330. We are moving to 1131 Harbor Bay Pkwy., Alameda, CA 94501.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Thomas F. Peacock'.

Thomas F. Peacock, Supervising HMS
Hazardous Material Division

cc: Edgar Howell - Files
David Hoexter, 734 Torrey Ct., Palo Alto, CA 94303

STATE WATER RESOURCES CONTROL BOARD

DIVISION OF CLEAN WATER PROGRAMS

2014 T STREET, SUITE 130

P.O. BOX 944212

SACRAMENTO, CALIFORNIA 94244-2120

(916) 227-4413

(916) 227-4530 (FAX)

MAR 1 1994



RECEIVED

MAR - 8 1994

A.C.W.D.
ENGINEERING DEPT.Site: Grimit Auto Repair & Service
1970 Seminary Avenue
Oakland, CA 94621Mr. Doyle Grimit
1970 Seminary Avenue
Oakland, CA 94621

Dear Mr. Grimit:

UNDERGROUND STORAGE TANK CLEANUP FUND, CLAIM NO. 6378

The State Water Resources Control Board (State Board) takes pleasure in issuing the attached Letter of Commitment in an amount not to exceed **\$20,000**. This Letter of Commitment is based upon our review of the corrective action costs incurred to date and your application received on January 22, 1992 and may be modified by the State Board in writing by an amended Letter of Commitment.

The State Board will take steps to withdraw this Letter of Commitment after 90 calendar days from the date of this transmittal letter unless you proceed with due diligence with your cleanup effort. This means that you must take positive, concrete steps to ensure that corrective action is proceeding with all due speed. For example, if you have not started your cleanup effort, you must obtain three bids and sign a contract with one of these bidders within 90 calendar days. If your cleanup effort has already started and was delayed, you must resume the expenditure of funds to ensure that your cleanup is proceeding in an expeditious manner. You are reminded that you must comply with all regulatory agency time schedules and requirements. We constantly review the status of all active claims, and failure to proceed with due diligence will be grounds for withdrawal of this Letter of Commitment. **You should read the terms and conditions listed in the Letter of Commitment. Also attached you will find:**

- A "Reimbursement Request Instructions" package. **You should retain this package for future reimbursement request.** Among other information, the package includes instructions for completion of the "Reimbursement Request" form and the "spreadsheet". These instructions must be followed when seeking reimbursements for corrective action costs incurred after January 1, 1988. Included in these instructions are samples of Reimbursement Request forms and complete Spreadsheets. Within the package also included are:
 - Recommended Minimum Invoice Cost Breakdown.
 - A "Certification of Non-Recovery From Other Sources" which must be returned before any reimbursements can be made.
 - A "Bid Summary Sheet" to document data on bids received.
- Three "Reimbursement Request-Underground Storage Tank Cleanup Fund" forms which you must use to request reimbursement of costs incurred.
- Two "Spreadsheets" which you must use in conjunction with your Reimbursement Request.
- "Vendor Data Record" (Std. form 204) which must be completed and returned with your first Reimbursement Request.

If you have any questions regarding the Letter of Commitment or the Reimbursement Request package, please contact Blessy Torres at (916) 227-4535.

Sincerely,

Dave Deaner, Manager
Underground Storage Tank
Cleanup Fund Program

Attachments

cc: Tom Peacock

Alameda County Health Agency
Div of Hazardous Materials
80 Swan Way
Oakland, CA 94621

Don Dalke

Regional Water Quality Control Board
San Francisco Bay Region
2101 Webster Street, Suite 500
Oakland, CA 94612

LETTER OF COMMITMENT FOR REIMBURSEMENT OF COSTS

CLAIM NO: 006378

AMENDMENT NO: 0

CLAIMANT: D. Gruit

BALANCE FORWARD: \$-0-

JOINT-CLAIMANT:

THIS AMOUNT: \$20,000

CLAIMANT ADDRESS: 1970 Seminary Avenue
Oakland, CA 94621

NEW BALANCE: \$20,000

TAX ID / SSA NO. 319-14-5950

Subject to availability of funds, the State Water Resources Control Board (State Board) agrees to reimburse Doyle Gruit (claimant) for eligible corrective action costs at 1970 Seminary Avenue, Oakland, CA 94621 (site). The commitment reflected by this Letter is subject to all of the following terms and conditions:

1. Reimbursement shall not exceed \$20,000 unless this amount is subsequently modified in writing by an amended Letter of Commitment.
2. The obligation to pay any sum under this Letter of Commitment is contingent upon availability of funds. In the event that sufficient funds are not available for reasons beyond the reasonable control of the State Board, the State Board shall not be obligated to make any disbursements hereunder. If any disbursements otherwise due under this Letter of Commitment are deferred because of unavailability of funds, such disbursements will promptly be made when sufficient funds do become available. Nothing herein shall be construed to provide the Claimant with a right of priority for disbursement over any other claimant who has a similar Letter of Commitment.
3. Unless modified in writing by the State Board, this Letter of Commitment covers work through Phase II of corrective action work.
4. All costs for which reimbursement is sought must be eligible for reimbursement and the Claimant must be the person entitled to reimbursement thereof.
5. Claimant must at all times be in compliance with all applicable state laws, rules and regulations and with all terms, conditions, and commitments contained in the Claimant's Application and any supporting documents or in any payment requests submitted by the Claimant.
6. No disbursement under this Letter of Commitment will be made except upon receipt of acceptable Standard Form Payment Requests duly executed by or on behalf of the Claimant. All Payment Requests must be executed by the Claimant or a duly authorized representative who has been approved by the Division of Clean Water Programs.
7. Any and all disbursements payable under this Letter of Commitment may be withheld if the Claimant is not in compliance with the provisions of Paragraph 5 above.
8. Neither this Letter of Commitment nor any right thereunder is assignable by the Claimant without the written consent of the State Board. In the event of any such assignment, the rights of the assignee shall be subject to all terms and conditions set forth in this Letter of Commitment and the State Board's consent.
9. This Letter of Commitment may be withdrawn at any time by the State Board if completion of corrective action is not performed with reasonable diligence.

IN WITNESS WHEREOF, this Letter of Commitment has been issued by the State Board this 8th day of February, 1994.

STATE WATER RESOURCES CONTROL BOARD

BY [Signature]
Manager, Underground Storage Tank Cleanup Fund Program

BY [Signature]
Chief, Division Administrative Services

STATE USE :
CALSTARS CODING :
0550 - 569.02 - 30530
\$

Geology / Engineering Geology / Environmental Studies

ALCO
HAZMAT

94 FEB 22 PM 12:55

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, R.G./C.E.G./R.E.A.

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

February 17, 1994

E-10-1-019
HCProjLtr:Seminary/Peacock2

Mr. Thomas Peacock, Supervising HMS
Alameda County
Department of Environmental Health
Hazardous Materials Division
80 Swan Way
Oakland, California 94621

RE: STATUS OF INVESTIGATIONS
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

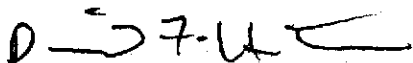
Dear Mr. Peacock:

The purpose of this letter is to briefly apprise you of the status of subsurface investigations at the above-referenced site. Two monitoring wells were installed January 28, 1994. The two wells and the previously installed well, were subsequently developed. The three wells were sampled on February 11, 1994.

We are currently awaiting receipt of the analytical test results. We hope to issue our report by the first or second week of March, 1994.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

Copy: Mr. Doyle Gritmit

Geology / Engineering Geology / Environmental Studies

HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, C.E.G./R.E.A.

734 Torrey Court
Palo Alto, California 94303

(415) 494-2505 (ph & fax)

January 18, 1994

E-10-1-019

HCProjLtr:Seminary/Grimit1

Mr. Doyle Gritmit
14366 Lark Street
San Leandro, California 94578

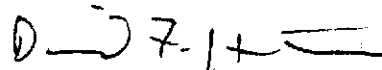
RE: MONITORING WELL INSTALLATION
FORMER GRIMIT AUTO AND REPAIR - STID 553
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Doyle:

The monitoring well installation is scheduled for Wednesday, January 26, 1994, at approximately 08:00 AM. Please be certain that the two drilling locations are free of obstructions, parked cars, etc, as we recently discussed.

Very truly yours,

HOEXTER CONSULTING, INC.



David F. Hoexter

Copies: ~~Alameda County Health Care Services Agency, Mr. Thomas F. ...~~
Amor's Auto Electric Repair: Mr. Amor Lozano

94 JAN 19 PM 2:56
ALCO
HAZMAT

STATE WATER RESOURCES CONTROL BOARD

DIVISION OF CLEAN WATER PROGRAMS
2014 T STREET, SUITE 130
P.O. BOX 944212
SACRAMENTO, CALIFORNIA 94244-2120
(916) 227-4413
(916) 227-4530 (FAX)



TRANSMITTAL OF FAX MATERIAL

Date: 1-11-94

To: Tom Peacock

Fax # (510) 569-4757

From: **Blessy Torres**
Division of Clean Water Programs
(916) 227-4535

No. of pages 2 (including this sheet)

For your information

Per your request

For your review and comments

REMARKS:

I just rec'd a copy of your 1/4/94^{HR} to Doyle Grimid
accepting his Proposed Subsurface Investigation. Since he's
now back into compliance, could you sign the attached
and return to me.
Thanks.

CLAIM NO. 6378

LOCAL AGENCY NO. 553

SITE ADDRESS 1970 Seminary Ave., Oakland 94621

PAGE 3

CORRECTIVE ACTION COMPLIANCE DOCUMENTATION	
DATE	ACTION REQUIRED/RESPONSE
10-5-89	Tank removal permit app'd by Alameda 10/5/89
11-17-89	Tanks removed
12-5-89	Sample analyses submitted by NET.
1-29-90	Alameda ltr to claimant - must submit corrective action plan.
3-9-90	Letter from clmnt - working w/ consultant. Will submit plan by 4/15/90.
4-19-90	Proposal for soil & GW quality investigation w/p submitted by Kaldveer Associates.
4-26-90	Alameda ltr to clmnt re two proposed w/p. Both are incomplete. Concerns must be addressed in the revised proposal.
6-22-90	Ltr from Kaldveer Assoc addressing the above concerns from Alameda.
7-20-90	Alameda ltr to clmnt accepting addendum to w/p.
9-28-90	Alameda rec'd quarterly GW sampling rept prepared by Hoexter Consulting Inc.
10-19-90	Alameda ltr to clmnt - must submit remediation w/p.
5-2-91	" " " accepting excavation & sampling plan prepared by Petro Tech.
1-8-92	Alameda ltr to clmnt - MW must be monitored on a quarterly basis.
2-24-92	Quarterly GW monitoring/sampling report by Hoexter rec'd.
5-29-92	Quarterly GW sampling rept rec'd.
9-1-92	" " " " "
10-14-92	Alameda ltr to clmnt - submit w/p for further soil & GW investigation.
1-4-94	Proposed subsurface investigation w/p app'd by County.
CONFIRMATION OF CORRECTIVE ACTION COMPLIANCE: After reviewing the lead agency site file, the claim reviewer has determined that the claimant is in substantial compliance with corrective action requirements.	
<p style="text-align: center;"><u>Blessy Jones</u> 1-11-94</p> <p style="text-align: center;">REVIEWER'S SIGNATURE DATE SIGNED</p>	
LEAD AGENCY CONCURRENCE: As of this date, the lead agency representative concurs with the determination that the claimant is in compliance with applicable corrective action requirements.	
<p style="text-align: center;"><u>X Thomas Beach</u> X 1-25-94</p> <p style="text-align: center;">SIGNATURE DATE SIGNED</p>	
STAFF RECOMMENDATION: <input type="checkbox"/> APPROVED <input type="checkbox"/> REFERRED TO TEAM LEADER - See Comments, Page 2.	
REVIEWER'S SIGNATURE: DATE SIGNED	
Revised 10/92	

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
80 Swan Way, Rm 200
Oakland, CA 94621
(510) 271-4530

January 4, 1994
STID# 553

Doyle Gritmit
Gritmit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

Re: 1970 Seminary Ave., CA 94621

Dear Doyle Gritmit:

This office has received and reviewed a Proposed Subsurface Investigation dated December 17, 1993 by Hoexter Consulting. The Workplan is acceptable with the following comments:

1. A quarterly groundwater program needs to be instituted after the wells are complete. This also applies to the existing well, which has not been monitored for over a year.
2. David Hoexter mentioned on the phone that the 2 additional wells would be drilled within weeks of receiving acceptance. That should be by the end of this month

If you have any questions concerning this matter please contact this office.

Sincerely,

Thomas F. Pearson, Supervising HMS
Hazardous Material Division

cc: Blessy Torres, SWRCB, Clean-Up Fund
David Hoexter, 734 Torreya Ct., Palo Alto, CA 94303
Edgar B. Howell, Chief - Files

Geology / Engineering Geology / Environmental Studies

**HOEXTER CONSULTING, INC.
DAVID F. HOEXTER, R.G./C.E.G./R.E.A.**

**734 Torrey Court
Palo Alto, California 94303**

(415) 494-2505 (ph & fax)

November 29, 1993

E-10-1-019

HCProjLtr:Seminary/Peacock1

Mr. Thomas Peacock, Supervising HMS
Alameda County
Department of Environmental Health
Hazardous Materials Division
80 Swan Way
Oakland, California 94621

RE: WORK PLAN PREPARATION
90 DAY COMPLIANCE LETTER
STID 553 - GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Mr. Peacock:

Per your 90 day compliance letter of October 8, 1993, Hoexter Consulting, Inc. has been retained by Mr. Doyle Gritmit to conduct continued subsurface investigation of the above-referenced site. We are currently in the process of preparing a final cost estimate and work plan for the investigation.

The work plan will be submitted to your department for review and approval prior to initiation of the field work. We plan to complete the work plan within approximately two weeks.

Sincerely,

HOEXTER CONSULTING, INC



David F. Hoexter, RG/CEG/REA
Engineering/Environmental Geologist

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
80 Swan Way, Rm 200
Oakland, CA 94621
(510) 271-4530

October 8, 1993

Doyle Gritit
Gritit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

Subject: 90 day Compliance Letter

Dear Doyle Gritit:

On September 29, 1993, your file was reviewed by State Water Resources Control Board staff with the Underground Storage Tank Cleanup Fund Program (Cleanup Fund). The purpose of their review was to determine if you are in compliance with corrective action orders and directives is a requirement for reimbursement of cleanup costs from the Cleanup Fund.

As a result of their review, it has been determined that you are currently not in compliance because of lack of investigation.

For cases such as yours, the Cleanup Fund is providing responsible parties with an opportunity to come into compliance provided the regulatory agency will issue a revised corrective action directive. You must take positive concrete steps to come into compliance.

Please refer to the attached memorandum from the Cleanup Fund regarding their requirements before a Letter of Commitment can be issued obligating funds to assist you with the cleanup of your site.

Accordingly, pursuant to **Section 13267 (b) of the California Water Code**, you are hereby directed to begin the necessary work at your site within 90 calendar days from the date of this letter. The required work shall include:

1. you have not done quarterly monitoring reports since August 1992,
2. you have not delineated the vertical and lateral extent of soil and groundwater contamination. 1.

Doyle Gruit
1970 Seminary Ave., Oakland
STID 553
Page 2 of 2

Please be aware, that pursuant to Title 23, Division 3, Chapter 16, Article 11 of the California Code of Regulations you are required to have any approved workplan prior to initiation of any work. In addition, you are to provide a status report of all activities, including the progress, of this case every 90 days. All correspondence, workplans and reports are to be submitted to this office.

If you have any questions regarding the provisions of this letter and/or the necessary work at the site, please call me at 271-4530.

Sincerely,



Thomas F. Peacock, Supervising HMS
Hazardous Materials Division

cc: Edgar B. Howell, Chief - files
State Water Resources Control Board, Clean-up Fund

11-13-92

5710 557

Meeting w/ Doyle Grinnit

His reimbursement looks good -
Should be 1st Qtr 93, give
Dave Deamers name & phone. TH

Told to:

- Sample Dec 92

- get quotes on 2 more wells

- look into air sparging, vapor
extraction

- call SWCCB every week, write
letters, keep copies. He should
be highest priority.

Renew last monitoring report

Exit Auto Repair, 1970 Seminary Ave., Oakland, 94621 - 108 863 TP

Quarterly reports received in February 1992 and May 1992.

ALAMEDA COUNTY
HEALTH CARE SERVICES
AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, ASST. AGENCY DIRECTOR

DEPARTMENT OF ENVIRONMENTAL HEALTH
State Water Resources Control Board
Division of Clean Water Programs
UST Local Oversight Program
80 Swan Way, Rm 200
Oakland, CA 94621
(510) 271-4530

October 14, 1992
STID# 553

Doyle Gritit
Gritit Auto & Repair
14366 Lark St.
San Leandro, CA 94578

Re: 1970 Seminary Ave., CA 94621

Dear Doyle Gritit:

This office has received and reviewed the Quarterly Groundwater Monitoring Report (QGM) dated Feb. 2 and May 29, 1992 by Hoexter Consulting. The following are comments concerning this site:

1. Further investigation needs to be done to delineate the vertical and lateral extent soil and groundwater contamination. Please submit a workplan as attached within 60 days.
2. There is no groundwater gradient established due to there being only 1 well on site. Two additional wells need to be installed unless wells in nearby properties can provide the necessary information to establish the gradient.

Attached also is a list of required information needed for case closure. This information needs to be provided during the investigation.

If you have any questions concerning this matter please contact this office.

Sincerely,

Thomas F. Peacock, Supervising HMS
Hazardous Material Division

cc: Lester Feldman, RWQCB
David Hoexter, 734 Torreya Ct., Palo Alto, CA 94303

UNDERGROUND STORAGE TANK UNAUTHORIZED RELEASE (LEAK) / CONTAMINATION SITE REPORT

EMERGENCY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		HAS STATE OFFICE OF EMERGENCY SERVICES REPORT BEEN FILED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		FOR LOCAL AGENCY USE ONLY I HEREBY CERTIFY THAT I HAVE DISTRIBUTED THIS INFORMATION ACCORDING TO THE DISTRIBUTION SHOWN ON THE INSTRUCTION SHEET ON THE BACK PAGE OF THIS FORM.		
REPORT DATE 2 M 5 W 0 D 5 Y 9 V 2		CASE #		SIGNED: <i>[Signature]</i> DATE: 5-5-92		
REPORTED BY	NAME OF INDIVIDUAL FILING REPORT DOYLE E. GRIMIT		PHONE (510) 357-5133		SIGNATURE <i>[Signature]</i>	
	REPRESENTING <input checked="" type="checkbox"/> OWNER/OPERATOR <input type="checkbox"/> REGIONAL BOARD <input type="checkbox"/> LOCAL AGENCY <input type="checkbox"/> OTHER		COMPANY OR AGENCY NAME Owner			
	ADDRESS 14366 LARKST STREET CITY SAN LEANDRO STATE CA ZIP 94578					
RESPONSIBLE PARTY	NAME DOYLE E. GRIMIT <input type="checkbox"/> UNKNOWN		CONTACT PERSON SAME		PHONE (510) 357-5133	
	ADDRESS 14366 LARKST STREET CITY SAN LEANDRO STATE CA ZIP 94578					
SITE LOCATION	FACILITY NAME (IF APPLICABLE) GRIMIT AUTO REPAIR SERVICE		OPERATOR DOYLE GRIMIT		PHONE (510) 357-5133	
	ADDRESS 1970 SEMINARY STREET CITY OAKLAND COUNTY ALAMEDA ZIP 94621 CROSS STREET HARMON AVE					
IMPLEMENTING AGENCIES	LOCAL AGENCY AGENCY NAME ALAMEDA COUNTY		CONTACT PERSON LARRY SETO		PHONE (510) 271-4320	
	REGIONAL BOARD SAN FRANCISCO		CONTACT PERSON RICH HIETT		PHONE (415) 464-4359	
SUBSTANCES INVOLVED	(1) NAME GASOLINE QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN					
	(2) NAME WASTE OIL QUANTITY LOST (GALLONS) <input checked="" type="checkbox"/> UNKNOWN					
DISCOVERY/ABATEMENT	DATE DISCOVERED 11 M 10 D 8 Y 9 V		HOW DISCOVERED <input type="checkbox"/> INVENTORY CONTROL <input type="checkbox"/> SUBSURFACE MONITORING <input type="checkbox"/> NUISANCE CONDITIONS <input type="checkbox"/> TANK TEST <input checked="" type="checkbox"/> TANK REMOVAL <input type="checkbox"/> OTHER			
	DATE DISCHARGE BEGAN _____ <input checked="" type="checkbox"/> UNKNOWN		METHOD USED TO STOP DISCHARGE (CHECK ALL THAT APPLY) <input checked="" type="checkbox"/> REMOVE CONTENTS <input checked="" type="checkbox"/> CLOSE TANK & REMOVE <input type="checkbox"/> REPAIR PIPING <input type="checkbox"/> REPAIR TANK <input type="checkbox"/> CLOSE TANK & FILL IN PLACE <input type="checkbox"/> CHANGE PROCEDURE <input type="checkbox"/> REPLACE TANK <input type="checkbox"/> OTHER			
	HAS DISCHARGE BEEN STOPPED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, DATE _____					
SOURCE/ CAUSE	SOURCE OF DISCHARGE <input checked="" type="checkbox"/> TANK LEAK <input type="checkbox"/> UNKNOWN <input type="checkbox"/> PIPING LEAK <input type="checkbox"/> OTHER		CAUSE(S) <input type="checkbox"/> OVERFILL <input type="checkbox"/> RUPTURE/FAILURE <input type="checkbox"/> SPILL <input checked="" type="checkbox"/> CORROSION <input type="checkbox"/> UNKNOWN <input type="checkbox"/> OTHER			
	CASE TYPE CHECK ONE ONLY <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> SOIL ONLY <input checked="" type="checkbox"/> GROUNDWATER <input type="checkbox"/> DRINKING WATER - (CHECK ONLY IF WATER WELLS HAVE ACTUALLY BEEN AFFECTED)					
CURRENT STATUS	CHECK ONE ONLY <input type="checkbox"/> NO ACTION TAKEN <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT WORKPLAN SUBMITTED <input type="checkbox"/> POLLUTION CHARACTERIZATION <input type="checkbox"/> LEAK BEING CONFIRMED <input type="checkbox"/> PRELIMINARY SITE ASSESSMENT UNDERWAY <input checked="" type="checkbox"/> POST CLEANUP MONITORING IN PROGRESS <input type="checkbox"/> REMEDIATION PLAN <input type="checkbox"/> CASE CLOSED (CLEANUP COMPLETED OR UNNECESSARY) <input type="checkbox"/> CLEANUP UNDERWAY					
	REMEDIAL ACTION CHECK APPROPRIATE ACTION(S) (SEE BACK FOR DETAILS) <input checked="" type="checkbox"/> EXCAVATE & DISPOSE (ED) <input type="checkbox"/> REMOVE FREE PRODUCT (FP) <input type="checkbox"/> ENHANCED BIO DEGRADATION (IT) <input type="checkbox"/> CAP SITE (CD) <input type="checkbox"/> EXCAVATE & TREAT (ET) <input type="checkbox"/> PUMP & TREAT GROUNDWATER (GT) <input type="checkbox"/> REPLACE SUPPLY (RS) <input type="checkbox"/> CONTAINMENT BARRIER (CB) <input type="checkbox"/> NO ACTION REQUIRED (NA) <input type="checkbox"/> TREATMENT AT HOOKUP (HU) <input type="checkbox"/> VENT SOIL (VS) <input type="checkbox"/> VACUUM EXTRACT (VE) <input type="checkbox"/> OTHER (OT)					
COMMENTS	_____					

DATE: 3-5-92

TO : Local Oversight Program

FROM: Jennifer Eberle

SUBJ: Transfer of Eligible Oversight Case

Site name: Grimit Auto + Repair

Address: 1970 Seminary Av city Oakland zip 94621

Closure plan attached? Y N DepRef remaining \$ ~~22,750~~ \$2,750

DepRef Project # 714 STID #(if any) ~~553~~ 553

Number of Tanks: 4 ^{four} removed? Y N Date of removal 11-20-89

Leak Report filed? Y N Date of Discovery 12-5-89

Samples received? Y N Contamination: soil + groundwater

Petroleum Y N Types: Avgas Jet leaded unleaded Diesel
gas, oil + grease fuel oil waste o

Monitoring wells on site 1 Monitor

Briefly describe the following:

Preliminary Assessment by Kaldveer (9-2)

Remedial Action overexcavation of waste

Post Remedial Action Monitoring soil samples to

Enforcement Action N/A

Grimit, Doyle
14366 Lake St.
San Leandro 94578

12035

Comments: 200-gal
USTs - 1 waste oil prop. 0
3 550-gal gas

MW must be sampled 1/4-ly for 1 year from Jan. 1992.

StID#	Name of Site	Site Address	Zip	Last Insp	#Empl	Sta
2159	Original Brownies	5321 E. - 8th St.	601	05/23/91	2	I
263	Vic's Automotive Ser	245 - 8th St.	607	12/20/86	3	C
1585	Mandarin Auto Servic	250 - 8th St.	607	09/01/87	5	C
3240	BART-Oakland Shop An	601 E. - 8th St. A	606	11/20/90	8	C
212	Lakeside Non-Ferrous	455 - 9th Ave.	606	09/14/90	5	C
914	East Bay Enameling,	1024 - 9th Ave.	606	06/05/91	3	C
233	Salle's Paint & Body	1049 - 9th Ave.	606	04/01/85	15	C
2993	Marty's Metrix	1125 - 9th Ave.	606	05/30/90	1	C
112	Lucasey Mfg. Corp.	2639 E. - 9th St.	601	04/22/86	0	I
846	Del Monte Corp. #23	3100 E. - 9th St.	601		130	C
2893	Vina Auto Sales-Body	1215 - 10th Ave.	606	03/29/90	2	C
240	United Electric Moto	1225 - 10th Ave.	606	04/01/85	4	C
228	L & L Auto Repair	430 E. - 10th St.	606	04/19/85	2	C
192	Asia & West Auto Bod	504 E. - 10th St.	606	05/15/85	3	C
230	Pete's Speedometer S	504 E. - 10th St.	606	04/01/85	0	C
1223	American Ink Product	630 E. - 10th St.	606	03/08/91	3	I
2994	All Pro Transmission	725 E. - 10th St.	606	09/18/91	1	I
196	Bay City Cabinet Com	731 E. - 10th St.	606	04/16/91	4	I
3490	Taylor's	834 E. - 10th St.	606	07/23/91	1	C
117	BW Morton Mfg.Co.	3100 E. - 10th St.	601	12/19/85	80	C
271	George V. Arth & Son	110 - 10th St.	607	10/30/90	3	C
275	Harrington McInnis,	125 - 10th St.	607	11/18/85	4	C
292	Standard Saw Works,	181 - 10th St.	607	06/13/86	9	C
941	Pan Pacific Plastics	1819 - 10th St.	607		45	I
272	Globe Metals Co., In	1820 - 10th St.	607	03/07/86	24	C
2995	B.M. Auto Repair & B	1211 - 11th Ave.	606	05/30/90	2	C
237	7-11 Body Shop	645 E. - 11th St.	606	04/01/85	6	C
3491	Automotive Machine S	737 E. - 11th St.	606	07/23/91	1	C
30	Alaska Plastic Sales	939 E. - 11th St.	606	11/07/91	2	I
2994	Flores' Body Shop	945 E. - 11th St.	606	03/29/90	1	C
3070	Lucasey Manufacturin	2744 E. - 11th St.	601	07/11/90	15	C
1480	Oakland Auto Body &	149 - 11th St.	607	06/13/86	6	C
254	Bendell & Co.	176 - 11th St.	607	12/31/86	5	I
43	Oakland Auto Parts	288 - 11th St.	607	07/13/86	6	C
268	Cochran & Celli Jeep	345 - 11th St.	607	12/18/86	2	C
1417	Nautical Electric In	1790 - 11th St.	607	08/12/86	3	I
2896	C&L Auto Body & Mech	1221 - 12th Ave.	606	03/29/90	1	C
1239	B&F Auto Sales & Rep	435 E. - 12th St.	606	04/09/91	2	C
1349	A&P Service #2	550 E. - 12th St.	606	05/04/87	3	C
241	Unity Auto Service B	550 E. - 12th St.	606	06/13/86	2	I
242	Performance Auto Bod	635 E. - 12th St.	606	10/19/90	3	C
1636	Best Auto Sales & Re	712 E. - 12th St.	606	05/14/91	1	C
2957	Harley Davidson Moto	744 E. - 12th St.	606	05/04/90	7	C
200	Cakebread's Garage,	802 E. - 12th St.	606	04/05/85	5	I
227	Oakland Transmission	820 E. - 12th St.	606	03/08/85	7	C
3024	South Pacific Used C	842 E. - 12th St.	606	10/01/90	1	C
232	Kwok's Auto Body	844 E. - 12th St.	606	09/25/87	6	C
912	United Used Auto Sal	851 E. - 12th St.	606	09/18/90	4	C
3041	International Auto S	901 E. - 12th St.	606	06/18/90	1	C
2913	Standard Auto Parts	928 E. - 12th St.	606	04/13/90	3	C
224	Moal's Body Shop	937 E. - 12th St.	606	03/21/86	10	C
231	Philam Body Shop	940 E. - 12th St.	606	05/27/86	2	C
33	Pacific Auto Electri	958 E. - 12th St.	606	12/27/90	1	C

STATUS: C = Current

I = Inactive

Q = need Q'naire

2127
Richmond, CA 94621

Remco



1-800-333-3333
1-800-333-3333

Grimit Auto
1970 Seminary Ave
Oakland, Ca 94621

INVOICE

DATE 1.22.92 NUMBER PAGE DUE DATE 1.22.92

SHIP VIA	POB	TERMS	QUANT	OUR #
8-Ball Trucking	Oakland	C.O.D.		92-0088
DESCRIPTION	ORDERED	SHIPPED	UNIT PRICE	EXTENDED PRICE
Disposal of Non-Haz Petroleum Contaminated Soils	20	20 min	120 ⁰⁰	2,400 ⁰⁰
Loader -				200 ⁰⁰

Thank You
Fandy Benning

SUB TOTAL	2,600 ⁰⁰
TAX	
TOTAL	3,000 ⁰⁰
NET TO PAY	2,400 ⁰⁰

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



RAFAT A. SHAHID, Assistant Agency Director

DEPARTMENT OF ENVIRONMENTAL HEALTH
80 Swan Way, Rm. 210
Oakland, CA 94621
(415) 271-4300

January 8, 1992

Mr. Doyle Gruit
14366 Lark Street
San Leandro, CA 94578

RE: 1970 Seminary Avenue, Oakland, CA

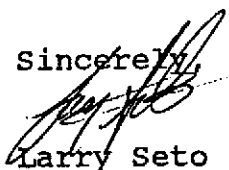
Dear Mr. Gruit:

As per our agreement during our meeting today, the monitoring well at the above property must be monitored on a quarterly basis for a minimum of one year. After this period, your monitoring schedule can be re-evaluated.

The soil removed from the excavation of former waste oil tank must be disposed of at an appropriate disposal site.

If you have any questions, please contact me at 271-4320.

Sincerely,


Larry Seto

Sr. Hazardous Materials Specialist

cc: Gil Jensen, Alameda County District Attorney's Office
RWQCB
Howard Hatayama, DTSC
Rafat Shahid, Assistant Agency Director, Environmental Health
Files

PETRO TECH

1903 San Miguel Avenue
 Santa Rosa, CA 95403
 (707) 544 8324
 FAX (707) 538 7145

☐ California Lic. #10014, #10116, #10117
 ☐ Int. Testing Lic. #10101

Jan 13, 1991

Mr. Doyle Gillett
 14366 Lark Street
 San Leandro, CA 94578-1728
 (415) 357-3133

RE: Soil sample analysis NPI 100 47564

Dear Mr. Gillett,

Enclosed please find and review the final soil sample analysis related to the recent excavation attempt of the former waste oil tank pit. Samples #1-4 represent sidewall samples of native soils, samples #5 & 6 represent native soils in the floor of the excavation, and sample #7 represents the stockpile of removed soils (approximately 20 cubic yards or less).

All samples appear to be primarily contaminated with oil and grease, motor oil, and gasoline with its constituents BTEX. Some metals were detected but at low levels. It would appear that the soil samples indicate waste motor oil components and gasoline constituents most likely from the nearby gasoline tanks removed.

If you have any further questions please feel free to call me.

Wayne S. Willock
 Wayne S. Willock

Encl: NPI Final Report 100 47564
 Sample Chain of Custody

cc: Mr. Larry Soto - Alameda County Health

SAMPLE CHAIN OF CUSTODY RECORD

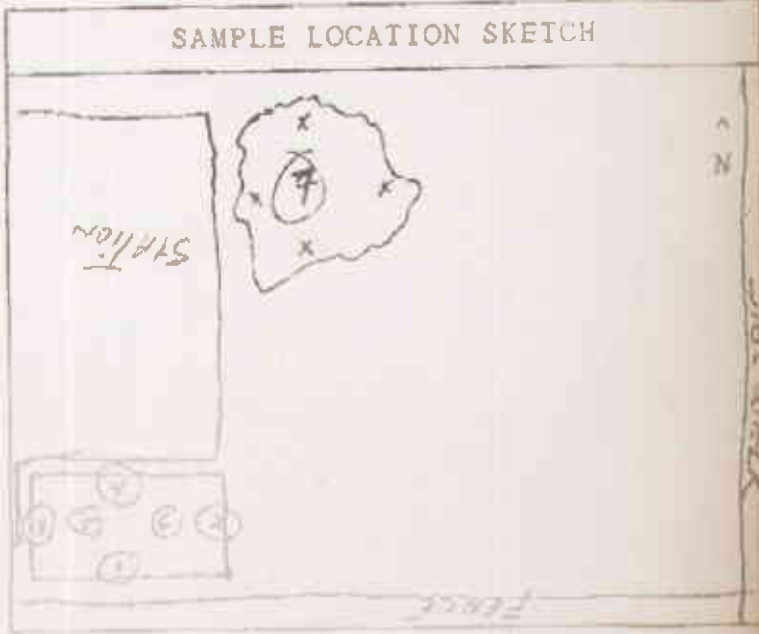
Petro Tech 1903 San Miguel Ave., Santa Rosa, CA 95403 (707) 544-8324

Job #	1319	Job Name	Grumit Auto
Job Address	1970 Seminary Av, Oakland		
Sampler's Signature	<i>[Signature]</i>		
Witness Signature	<i>Bill Brangle</i>		

ANALYSIS REQUESTED									
T P H	T P H	B T E X	T O R G	T O T	8 2 4 0	8 2 7 0	S I C R A M E T A L S		
G A S	H V O Y L O I N G	X	L E A D	L E A D					
		X		X			X		
		X		X			X		
		X		X			X		
		X		X			X		
		X		X			X		
		X		X			X		
		X		X			X		
		X		X			X		

I.D.#	DATE	TIME	COMP	GRAB	QTY	DEPTH	SAMPLE LOCATION
1	5-16-91	1175		X	1	5 FT	3rd Side wall
2	5-16-91	1181		✓	1	5 FT	E. " "
3	5-16-91	1185		X	1	5 FT	W. " "
4	5-16-91	1201		X	1	5 FT	N. " "
5	5-16-91	1209		Y	1	57.5 FT	FLOOR WEST
6	5-16-91	1216		X	1	7.5 FT	FLOOR EAST
7	5-16-91		X		4		N.E.S.W. SIDES OF STUMP PILE

REMARKS
2"x6" Brass driver TULCS
2 ND PIT BOTTOM SAMPLE REQUESTED BY INSPECTOR
SICRA METALS ARE: CADMIUM, CHROMIUM, ZINC, LEAD, COPPER, NICKEL, CU.



TURNAROUND REQUEST		
STAT	RUSH	ASAP
(10-15 days)	(5 days)	(1-2 days)

SAMPLE POSSESSION RECORD			
Relinquished by:	Received by:	Date:	Time:
<i>[Signature]</i>	<i>[Signature]</i>	5/17/91	0845

NET

NET Pacific, Inc.

KEY TO ABBREVIATIONS and METHOD REFERENCES

- < : Less than; When appearing in results column indicates analyte not detected at the value following. This datum supercedes the listed Reporting Limit.
- * : Reporting limits are a function of the dilution factor for any given sample. To obtain the actual reporting limits for this sample, multiply the stated Reporting Limits by the dilution factor (but do not multiply reported values).
- ICVS : Initial Calibration Verification Standard (External Standard).
- mean : Average; sum of measurements divided by number of measurements.
- mg/Kg (ppm) : Concentration in units of milligrams of analyte per kilogram of sample, wet-weight basis (parts per million).
- mg/L : Concentration in units of milligrams of analyte per liter of sample.
- mL/L/hr : Milliliters per liter per hour.
- MPN/100 mL : Most probable number of bacteria per one hundred milliliters of sample.
- N/A : Not applicable.
- NA : Not analyzed.
- ND : Not detected; the analyte concentration is less than applicable listed reporting limit.
- NTU : Nephelometric turbidity units.
- RPD : Relative percent difference, $100 \text{ [Value 1 - Value 2] / mean value}$.
- SNA : Standard not available.
- ug/Kg (ppb) : Concentration in units of micrograms of analyte per kilogram of sample, wet-weight basis (parts per billion).
- ug/L : Concentration in units of micrograms of analyte per liter of sample.
- umhos/cm : Microhos per centimeter.

Method References

Methods 100 through 493: see "Methods for Chemical Analysis of Water & Wastes", U.S. EPA, 800/4-75-020, rev. 1983.

Methods 601 through 625: see "Guidelines Establishing Test Procedures for the Analysis of Pollutants" U.S. EPA, 40 CFR, Part 136, rev. 1988.

Methods 1000 through 9999: see "Test Methods for Evaluating Solid Waste", U.S. EPA SW-846, 3rd edition, 1985.

SM: see "Standard Methods for the Examination of Water & Wastewater, 16th Edition, APHA, 1985.



Client No: 546
 Client Name: Petrotech
 NET Log No: 7584

Date: 06-05-91
 Page: 5

NET Pacific, Inc.

Ref: Glimit Auto, Oakland; Job: 1319

Descriptor, Lab No. and Results

7 comp STOCKPILE
 05-16-91

Parameter	Method	Reporting Limit	85526	Units
Oil & Grease (Total)	EPA9071	50	1,500	mg/Kg
Oil & Grease (Non-Polar)	SMS5202P	50	1,000	mg/Kg
Arsenic	7060	0.5	6.6	mg/Kg
Barium	6010	2	120	mg/Kg
Cadmium	6010	2	2	mg/Kg
Chromium	6010	2	34	mg/Kg
Lead (EPA 7421)	7421	0.2	39	mg/Kg
Mercury	7471	0.1	ND	mg/Kg
Selenium	7740	0.5	ND	mg/Kg
Silver	6010	2	ND	mg/Kg
PETROLEUM HYDROCARBONS				
VOLATILE (SOIL)				
DILUTION FACTOR *			1	
DATE ANALYZED			05-29-91	
METHOD GC FID/5030			--	
as Gasoline		1	11	mg/Kg
METHOD 8020			--	
DILUTION FACTOR *			1	
DATE ANALYZED			05-29-91	
Benzene		2.5	3.1	ug/Kg
Ethylbenzene		2.5	44	ug/Kg
Toluene		2.5	ND	ug/Kg
Xylenes, total		2.5	94	ug/Kg
PETROLEUM HYDROCARBONS				
EXTRACTABLE (SOIL)				
DILUTION FACTOR *			20	
DATE EXTRACTED			05-18-91	
DATE ANALYZED			05-23-91	
METHOD GC FID/3550			--	
as Diesel		1	ND	mg/Kg
as Motor Oil		10	710	mg/Kg

05/29/91

Raymond J. Miller



NET Pacific, Inc

Client No: 546
 Client Name: Petrotach
 NET Log No: 7564

Date: 05-05-91

Page: 4

Ref: Grinit Auto, Oakland; Job: 1319

Descriptor, Lab No. and Results

Parameter	Method	Reporting Limit	SWEST FLOOR	CONST FLOOR	Units
			05-16-91 1208	05-16-91 1216	
			85524	85525	
Oil & Grease(Total)	EPA9071	50	5,500	3,500	mg/Kg
Oil & Grease(Non-Polar)	SM5520RF	50	3,700	2,200	mg/Kg
Arsenic	7060	0.5	10	14	mg/Kg
Barium	6010	2	230	250	mg/Kg
Cadmium	6010	2	4	5	mg/Kg
Chromium	6010	2	51	59	mg/Kg
Lead (EPA 7421)	7421	0.2	120	27	mg/Kg
Mercury	7471	0.1	0.19	0.16	mg/Kg
Selenium	7740	0.5	ND	ND	mg/Kg
Silver	6010	2	ND	ND	mg/Kg
PETROLEUM HYDROCARBONS			--	--	
VOLATILE (SOIL)			--	--	
DILUTION FACTOR *			20	100	
DATE ANALYZED			05-29-91	05-28-91	
METHOD GC FID/5030			--	--	
as Gasoline		1	270	260	mg/Kg
METHOD 8020			--	--	
DILUTION FACTOR *			20	200	
DATE ANALYZED			05-29-91	05-24-91	
Benzene		2.5	ND	ND	ug/Kg
Ethylbenzene		2.5	1,300	1,200	ug/Kg
Toluene		2.5	3,500	ND	ug/Kg
Xylenes, total		2.5	ND	2,500	ug/Kg
PETROLEUM HYDROCARBONS			--	--	
EXTRACTABLE (SOIL)			--	--	
DILUTION FACTOR *			10	10	
DATE EXTRACTED			05-18-91	05-19-91	
DATE ANALYZED			05-23-91	05-23-91	
METHOD GC FID/3550			--	--	
as Diesel		1	140 *	110 *	mg/Kg
as Motor Oil		10	870	680	mg/Kg

* NOTE: Petroleum hydrocarbon as diesel results are due to a petroleum hydrocarbon that is lighter than diesel.



NET Pacific, Inc.

Client No: 546
 Client Name: Petrotech
 NET Log No: 7564

Date: 06-05-91

Page: 3

Ref: Grimit Auto, Oakland; Job: 1319

Descriptor, Lab No. and Results

Parameter	Method	Reporting Limit	3 WEST SIDE		4 NORTH SIDE		Units
			05-16-91 1185	05-16-91 1201	05-16-91	05-16-91	
Oil & Grease(Total)	EPA9071	50	11,000	410			mg/Kg
Oil & Grease(Non-Polar)	SM552OEF	50	7,500	230			mg/Kg
Arsenic	7060	0.5	8.9	12			mg/Kg
Barium	6010	2	120	250			mg/Kg
Cadmium	6010	2	2	5			mg/Kg
Chromium	6010	2	38	110			mg/Kg
Lead (EPA 7421)	7421	0.2	6.5	28			mg/Kg
Mercury	7471	0.1	0.17	ND			mg/Kg
Selenium	7740	0.5	ND	ND			mg/Kg
Silver	6010	2	ND	ND			mg/Kg
PETROLEUM HYDROCARBONS							
VOLATILE (SOIL)							
DILUTION FACTOR *							
DATE ANALYZED							
METHOD GC FID/5030							
as Gasoline		1	4.4	12			mg/Kg
METHOD 8020							
DILUTION FACTOR *							
DATE ANALYZED							
Benzene		2.5	ND	4.2			ug/Kg
Ethylbenzene		2.5	8.3	9.1			ug/Kg
Toluene		2.5	ND	ND			ug/Kg
Xylenes, total		2.5	21	21			ug/Kg
PETROLEUM HYDROCARBONS							
EXTRACTABLE (SOIL)							
DILUTION FACTOR *							
DATE EXTRACTED							
DATE ANALYZED							
METHOD GC FID/3550							
as Diesel		1	ND	ND			mg/Kg
as Motor Oil		10	4,400	250			mg/Kg



NET Pacific, Inc.

Client No: 846
 Client Name: Petrotech
 NET Log No: 7564

Date: 06-05-91

Page: 2

Ref: Grint Auto, Oakland; Job: 1319

Descriptor, Lab No. and Results

Parameter	Method	Reporting Limit	1 South Side	2 West Side	Units
			05-18-91 1178	05-18-91 1181	
			85520	85521	
Oil & Grease (Total)	EPA9071	50	15,000	1,200	mg/Kg
Oil & Grease (Non-Polar)	SM5520EP	50	9,800*	890	mg/Kg
Arsenic	7060	0.5	6.0	6.3	mg/Kg
Barium	6010	2	140	110	mg/Kg
Cadmium	6010	2	2	3	mg/Kg
Chromium	6010	2	47	53	mg/Kg
Lead (EPA 7421)	7421	0.2	54	5.5	mg/Kg
Mercury	7471	0.1	0.10	ND	mg/Kg
Selenium	7740	0.5	ND	ND	mg/Kg
Silver	6010	2	ND	ND	mg/Kg
PETROLEUM HYDROCARBONS			--	--	
VOLATILE (SOIL)			--	--	
DILUTION FACTOR *			10	1	
DATE ANALYZED			05-29-91	05-29-91	
METHOD GC FID/5030			--	--	
as Gasoline		1	190	ND	mg/Kg
METHOD 8020			--	--	
DILUTION FACTOR *			10	1	
DATE ANALYZED			05-29-91	05-29-91	
Benzene		2.5	ND	ND	ug/Kg
Ethylbenzene		2.5	580	ND	ug/Kg
Toluene		2.5	ND	ND	ug/Kg
Xylenes, total		2.5	1,300	ND	ug/Kg
PETROLEUM HYDROCARBONS			--	--	
EXTRACTABLE (SOIL)			--	--	
DILUTION FACTOR *			40	1	
DATE EXTRACTED			05-19-91	05-19-91	
DATE ANALYZED			05-23-91	05-23-91	
METHOD GC FID/3550			--	--	
as Diesel		1	570 *	ND	ug/Kg
as Motor Oil		10	2,700	61	mg/Kg

* NOTE: Petroleum hydrocarbon as diesel result due to a petroleum hydrocarbon that is lighter than diesel.



NATIONAL
ENVIRONMENTAL
TESTING, INC.

NET Pacific Inc.
435 Tesconi Circle
Santa Rosa, CA 95401
Tel: (707) 526-7200
Fax: (707) 526-9623

Wayne Wellock
Petrotech
1903 San Miguel Ave.
Santa Rosa, CA 95403

Date: 06-09-91
NET Client Acct No: 546
NET Pacific Log No: 7564
Received: 05-17-91 0845

Client Reference Information

Grimit Auto, Oakland; Job: 1319

Sample analysis in support of the project referenced above has been completed and results are presented on following pages. Please refer to the enclosed "Key to Abbreviations" for definition of terms. Should you have questions regarding procedures or results, please feel welcome to contact Client Services.

Approved by:



Jules Skamarack
Laboratory Manager

JS:rck
Enclosure(s)

Contract number 4977

RUSH



FAX TRANSMISSION SHEET

DATE: 1-8-91

TIME: _____

TO: Larry Seto

COMPANY: _____

SENDER: _____

This is page 1 of 9 (including cover sheet)

Our FAX number is: 707-578-7145

If you do not receive all pages, please notify the sender at 707-544-8324.

NOTES:

Please notify us upon receipt

white -env.health
 yellow -facility
 pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH

80 Swan Way, #200
 Oakland, CA 94621
 (415) 271-4320

Hazardous Materials Inspection Form

II, III

Site ID # _____ Site Name Grimit Auto Today's Date 5/16/91

Site Address 1970 Seminary Ave.

City Oakland Zip 94 Phone _____

MAX AMT stored > 500 lbs, 55 gal., 200 cft.?

Inspection Categories:

- I. Haz. Mat/Waste GENERATOR/TRANSPORTER
- II. Business Plans, Acute Hazardous Materials
- III. Underground Tanks

* Calif. Administration Code (CAC) or the Health & Safety Code (HS&C)

Comments:

Carry Seto of the Dept. of Env. Health has informed Wayne McBlock, owner and David Dommen, Site Foreman that entering an excavation greater than 5' deep is violation of OSHA regulations.

A second floor sample was obtained with the approval of Mr. Grimit, property owner. A initial request was made by the health Dept. for this sample.

II.A BUSINESS PLANS (Title 19)

- 1. Immediate Reporting 2703
- 2. Bus. Plan Stds. 25503(b)
- 3. RR Cars > 30 days 25503.7
- 4. Inventory Information 25504(a)
- 5. Inventory Complete 2730
- 6. Emergency Response 25504(b)
- 7. Training 25504(c)
- 8. Deficiency 25505(a)
- 9. Modification 25505(b)

II.B ACUTELY HAZ. MAT'L'S

- 10. Registration Form Filed 25533(a)
- 11. Form Complete 25533(b)
- 12. RMPP Contents 25534(c)
- 13. Implement Sch. Req'd? (Y/N)
- 14. OnSite Conseq. Assess. 25524(c)
- 15. Probable Risk Assessment 25534(d)
- 16. Persons Responsible 25534(g)
- 17. Certification 25534(f)
- 18. Exemption Request? (Y/N) 25536(b)
- 19. Trade Secret Requested? 25538

III. UNDERGROUND TANKS (Title 23)

- | | |
|--|--|
| General | <input type="checkbox"/> 1. Permit Application 25284 (H&S) |
| | <input type="checkbox"/> 2. Pipeline Leak Detection 25292 (H&S) |
| | <input type="checkbox"/> 3. Records Maintenance 2712 |
| | <input type="checkbox"/> 4. Release Report 2651 |
| | <input type="checkbox"/> 5. Closure Plans 2670 |
| Monitoring for Existing Tanks | <input type="checkbox"/> 6. Method |
| | 1) Monthly Test |
| | 2) Daily Vadose
Semi-annual groundwater
One time soils |
| | 3) Daily Vadose
One time soils
Annual tank test |
| | 4) Monthly Gndwater
One time soils |
| | 5) Daily Inventory
Annual tank testing
Cont pipe leak det.
Vadose/gndwater mon. |
| | 6) Daily Inventory
Annual tank testing
Cont pipe leak det |
| | 7) Weekly Tank Gauge
Annual tank testing |
| | 8) Annual Tank Testing
Daily inventory |
| 9) Other _____ | |
| New Tanks | <input type="checkbox"/> 7. Precs Tank Test 2643 |
| | Date: _____ |
| | <input type="checkbox"/> 8. Inventory Rec. 2644 |
| | <input type="checkbox"/> 9. Soil Testing 2646 |
| <input type="checkbox"/> 10. Ground Water. 2647 | |
| <input type="checkbox"/> 11. Monitor Plan 2632 | |
| <input type="checkbox"/> 12. Access. Secure 2634 | |
| <input type="checkbox"/> 13. Plans Submit 2711 | |
| Date: _____ | |
| <input type="checkbox"/> 14. As Built 2635 | |
| Date: _____ | |

Rev 6/88

II, III

Contact: _____

Title: _____

Signature: David J Dommen

DAVID J DOMMEN

Inspector: Carry Seto

Signature: Jay [Signature]

white -env.health
 yellow -facility
 pink -files

ALAMEDA COUNTY, DEPARTMENT OF ENVIRONMENTAL HEALTH

80 Swan Way, #200
 Oakland, CA 94621
 (415) 271-4320

Hazardous Materials Inspection Form

II, III

Site ID # _____ Site Name Grinnel Auto Today's Date 5/1/91

II.A BUSINESS PLANS (Title 19)

- 1. Immediate Reporting 2703
- 2. Bus. Plan Stds. 25503(b)
- 3. RR Cars > 30 days 25503.7
- 4. Inventory Information 25504(a)
- 5. Inventory Complete 2730
- 6. Emergency Response 25504(b)
- 7. Training 25504(c)
- 8. Deficiency 25505(a)
- 9. Modification 25505(b)

Site Address 1970 Seminary Ave

City Oakland Zip 94 Phone _____

MAX AMT stored > 500 lbs, 55 gal., 200 cft.?

Inspection Categories:

I. Haz. Mat/Waste GENERATOR/TRANSPORTER

II.
 III.



12036007001

POLAROID 6

Grinnel Auto Over Excavation of
 1970 Seminary Ave. former oil tank area
 Oak. 5/1/91 C.S.

12036007001

POLAROID 6

Grinnel Auto Over-Excavation of
 1970 Seminary Ave. former oil tank area
 Oak. 5/1/91 C.S. 90% wall had good
 or discoloration

9) Other _____

- 7. Precs Tank Test 2643
 Date: _____
- 8. Inventory Rec. 2644
- 9. Soil Testing 2646
- 10. Ground Water. 2647

- 11. Monitor Plan 2632
- 12. Access. Secure 2634
- 13. Plans Submit 2711
 Date: _____
- 14. As Built 2635
 Date: _____

Rev 6/88

II, III

Contact: _____

Title: _____

Signature: David J. Donnen

DAVID J. DONNEN

Inspector: Cathy Setzer

Signature: [Signature]

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Program
80 Swan Way, Rm. 200
Oakland, CA 94621
(415)

May 2, 1991

Mr. Doyle Gritit
14366 Lark Street
San Leandro, CA 94578

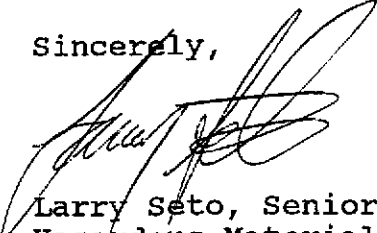
Re: 1970 Seminary Avenue, Oakland, CA

Dear Mr. Gritit:

I have reviewed your proposed limited excavation and sampling plan in the area of the former waste oil tank area. This plan is dated April 23, 1991 and was prepared by Petro Tech. It is acceptable.

The extent of ground water contamination at the above site still needs to be defined.

Sincerely,



Larry Seto, Senior
Hazardous Materials Specialist

LS:sms

cc: Gil Jensen, Alameda County District Attorney, Consumer and
Environmental Protection Agency

RWQCB
Howard Hatayama, DOHS
Rafat Shahid, Assistant Agency Director, Environmental Health
Files



rec'd 1-10-91

Hygienetics, Inc.

2200 Powell Street
Suite 880
Emeryville, CA 94608
(415) 547-3886
Telecopy: (415) 547-3631

December 20, 1990

Mr. Doyle Gritmit
14366 Lark Street
San Leandro, CA 94578

Dear Mr. Gritmit:

We are pleased to submit this proposal for a Phase II investigation at your service station located at 1970 Seminary Road, Oakland, California. Hygienetics will collect soil and groundwater samples, deliver the samples by chain of custody procedures to be analyzed at a licensed environmental laboratory, and provide oversight during excavation in the waste oil tank area. We would prefer if you contract with the excavation contractor separately. The specific services we propose to provide are as follows:

Project Management and Work Plan	\$ 300.00
Collect six (6) groundwater samples to characterize the extent of gasoline plume	\$1310.00
Install one (1) groundwater monitoring well to about 35 feet	\$2400.00
Lab analysis of six (6) groundwater samples, TPH, BTXE	\$ 840.00
Observe the excavation of soils where the waste oil tank was located (1/2 day). Collect five soil samples in excavated area	\$ 450.00
Lab analysis of soils, Total Oil & Grease	\$ 450.00
Report	\$1450.00
<hr/>	
Total	\$7200.00

Hygienetics will prepare a written report detailing all of our findings, including analytical results, a site location plan and other pertinent maps as available, and submit this report within three weeks of the notice to proceed.

We have provided a fixed amount fee in our Fee Proposal, and we have based it on the information you have supplied us. We have assumed that we will encounter no unusual and unexpected circumstances or conditions of which you have not made us aware. We have also assumed that all necessary licenses, permits and other governmental and private party consents and approvals will be obtained on a timely basis, and that our work will not be adversely affected by fire, flood, other acts of God, strikes or other labor disputes, compliance with notice or other requirements of law, an inability to obtain materials, labor, equipment or transportation, or other circumstances beyond our reasonable control. Time schedules are also, of course, subject to obtaining necessary access and cooperation so that we may perform our work expeditiously and without hindrance. If on account of any of the foregoing circumstances we believe we will not be able to complete the work for the fixed amount or within the schedules or times for completion set forth, we will seek to inform you promptly and discuss the matter with you before proceeding further. It is understood in any event that our performance may be delayed on account of any such circumstances. In no event will we exceed the fixed amount without your express approval.

Hygienetics and its employees will be properly and legally licensed for the work they will perform. Except for licenses, permits and certifications only we and our personnel can possess, it is understood that you are responsible for furnishing or arranging for all permits, licenses and other necessary governmental or private party approvals or consents, and for compliance with all notification and other legal requirements, in connection with the project. We will, of course, render assistance to you in this regard if requested, and would be happy to provide fee estimates for such services to the extent they are not already a part of this proposal.

In the event we are requested or required to perform services not specified in this proposal, such as reproducing drawings, maps or plans, performing additional work or appearing in litigation or other proceedings on our behalf, it is understood that we will be paid reasonable and agreed upon costs and fees for our time and efforts.

Unless you instruct us in writing to the contrary, we will assume that each person purporting to represent you, and who we in good faith believe does represent you, has complete authority to transmit instructions, receive information, interpret and define your policies and decisions and generally deal with us with respect to the services covered by this proposal. If you instruct us in writing to deal with only specified individuals as to any particular matters, we will abide by your instructions.

Hygienetics Inc.

We will begin our services promptly upon your instructions to us to start work and your signing our Agreement for Environmental Assessment Consulting Services, two copies of which are enclosed and to which copies of this proposal should be attached. Your signing that Agreement serves as your acceptance of this proposal and your agreement to the terms and conditions set forth in this proposal, as provided in the Agreement.

If this proposal is acceptable to you, would you please initial this letter in the space provided below and attach a copy of the initialled letter to each of the two enclosed copies of the Agreement for Environmental Assessment Consulting Services. Please then sign both copies of the Agreement on behalf of your company (inserting the appropriate title and date of signing under the signature), and return the two signed Agreements (with the initialled copies of this letter attached) to me. I will have the Agreement signed on behalf of Hygienetics, and return one fully executed copy to you for your files.

If you have any questions concerning this proposal or the enclosed Agreement, please feel free to contact us at any time.

We look forward to working with you on this project.

Sincerely,

HYGIENETICS, INC.



Michael Wright, R.E.A.
Environmental Geologist

This proposal is accepted

Doyle Gruit

By _____
Title

Date

Hygienetics Inc.

HYGIENETICS AGREEMENT
FOR ENVIRONMENTAL ASSESSMENT
CONSULTING SERVICES

THIS AGREEMENT is made as of the date shown below between Hygienetics, Inc., a Massachusetts corporation with its principal place of business at 98 North Washington Street, Boston, Massachusetts 02114 (the "Consultant"), and the client named below ("Client"), and is comprised of this document and the attached proposal of the Consultant (the "Proposal").

CLIENT NAME: Doyle Grint

ADDRESS: 14366 Lark Street
San Leandro, California 94578

TELEPHONE: (415) 357-5133 CONTACT PERSON Doyle Grint

DATE OF THIS AGREEMENT 12/20, 19 90

Date/No. of Attached Proposal 12/20, 19 90 No. SF90431

Hygienetics Branch Office to Perform Work Emeryville, CA

CONSULTANT AND CLIENT AGREE AS FOLLOWS:

1. Work to be Performed

Consultant shall perform the services set forth in the Proposal, and such additional services as Consultant and Client may jointly agree to in writing (collectively, the "Services"), at the project site or sites identified in the Proposal ("Project Site(s)"). The Services, including additions to and modifications of the Services, shall be performed in accordance with this Agreement. Consultant shall be an independent contractor, and not an employee, agent or representative of Client.

2. Fees and Payment

Client agrees to pay Consultant for the Services in the amounts and manner set forth in the Proposal. Unless otherwise indicated in the Proposal, payments are due within 30 days from date of invoice. On amounts not paid when due, Client agrees to pay a monthly late fee equal to 1 1/2% of the unpaid balance from invoice date until paid and to reimburse Consultant for all reasonable attorneys' fees and other costs of collection.

3. Representations of Consultant

Consultant represents as follows:

- 3.1 Performance Standards. Consultant shall perform the Services in a good and workmanlike manner and in accordance with accepted practices prevailing in the environmental assessment consulting industry.
- 3.2 Licenses. When performing the Services, Consultant and its personnel will be properly licensed and certified in accordance with the requirements of all applicable state and Federal laws, rules and regulations.
- 3.3 Insurance. Consultant has outstanding and in force at least the insurance listed below:
- (i) Comprehensive General Liability Insurance, applicable to personal injury, bodily injury and property damage: \$1,000,000 combined single limit.
 - (ii) Architects and Engineers Claims Made Professional Liability Policy, with Environmental Impairment Liability Endorsement: \$1,000,000 aggregate.
 - (iii) Workers Compensation Insurance in amounts required by applicable law.

Consultant agrees that no insurance listed above shall be terminated or reduced in amount or coverage without Client being given at least 25 day's prior written notice.

- 3.4 No Other Representations. Consultant makes no representations or warranties, expressed or implied, other than those set forth in this Section 3 or except as may be expressly set forth in the Proposal, including as to any findings, advice or other work provided as part of the Services. Without limitation, Client acknowledges that Consultant has been engaged to perform specific agreed upon environmental assessment services, and that no representation can be or has been made that Consultant's services will result in the certain identification of all hazardous or toxic substances, petroleum hydrocarbons or hazardous conditions at a Project Site, that samples are representative of overall site conditions or wastes identified, or regarding chemical constituents that may or may not be present in samples for which specific analysis is not requested by Client or analyzed for by Consultant.

4. Client Responsibilities

Client shall cooperate with Consultant to the end that Consultant may perform the Services expeditiously and without hindrance. Without limitation, to the extent necessary or useful for Consultant's performance of the Services, Client shall (i) provide Consultant (and any agents or contractors of Consultant) with timely use of facilities, including elevators, with timely right-of-entry and access to each Project Site and all areas where access is necessary or desirable for the Consultant to perform the services, and will cause such areas to be vacated if necessary and requested by Consultant, (ii) inform Consultant of any known hazardous substances or conditions, or any conditions that require special care or attention and (iii) furnish on a timely basis all site related and other governmental and private party consents, approvals and permits necessary for the performance of the Services.

5. No Other Services

Client acknowledges and agrees that no work other than the specific Services defined in Section 1 of this Agreement are covered by this Agreement, and that Consultant is not responsible for and has not been engaged by Client to perform any other services, including hazardous substance removal or remedial services.

6. Work of Others, Project Site Safety

It is understood that should Client decide to perform removal or other remedial work, Client shall be responsible for engaging the appropriate contractor. Consultant shall have a legal relationship only with Client under this Agreement and shall not be responsible or liable for the work of any contractor or other person engaged by Client. Any contractor or other person engaged by Client or the owner of any Project Site to contain, remove or dispose of any substance or to perform remedial, construction or other work at any Project Site, during the term of this Agreement or thereafter, whether based on any findings of Consultant or in accordance with any specifications prepared by Consultant or otherwise, shall be solely and completely responsible for work at the Project Site, including the health, welfare and safety of all persons and property during the performance of any work and compliance with all health, safety, environmental and other laws, rules and regulations. Consultant shall not have control of and shall not be responsible for means, methods, sequences or procedures, or acts or omissions of any such contractor or other person. No field or other services provided by

Consultant shall relieve any person engaged by Client of such responsibilities or for performing work in accordance with applicable specifications. Client agrees to provide for the foregoing, and for indemnification of Consultant by the contractor therefore, in any contract entered into for remedial or other work based upon the Services.

7. Confidentiality of Findings

Consultant agrees that any findings of Consultant will be reported by it to no one other than Client or persons designated in writing by Client, unless otherwise required by law or by judicial or administrative order. Reports and other documents delivered to Client hereunder are for Client's use and benefit only, are solely for the specific purposes intended, and may not be relied upon by any other person, unless otherwise agreed to in writing by Consultant.

8. Responsibility for Hazardous Substances, Indemnification

Client recognizes and agrees that Consultant bears no responsibility for the creation or existence of hazardous or dangerous substances or conditions existing in, on, under or around any Project Site, and that Consultant's services may require drilling, sampling and other activities which, among other things, may impact such substances or conditions. Therefore, to protect Consultant and induce it to perform the Services, without limitation of any rights or remedies Consultant may have at law or in equity, Client agrees to indemnify and hold Consultant harmless from and against any and all loss, cost and expense, including reasonable attorney's fees, directly or indirectly arising out of or relating to the release or presence of any such hazardous substance or condition, except to the extent caused in material part by Consultant's willful act or gross negligence.

9. Indemnification, Limitations on Liability

Consultant agrees to indemnify and hold Client harmless from and against any and all actual loss, cost and expense, including reasonable attorneys fees, directly caused by the willful misconduct or negligence of Consultant or the breach by Consultant of any of its obligations and covenants hereunder, unless caused in material part by the act or negligence of Client, or the failure of any plan or other document supplied by Client and relied upon by Consultant to be accurate and complete. In no event shall Consultant be liable (i) in law or in equity, under contract, tort, strict liability, agency, warranty or otherwise, for loss of profits,

revenues or business or other economic consequential damages, or for special, incidental, indirect, cover or exemplary damages, even if Consultant has been advised of the possibility of such damages, (ii) for any matter as to which Client has indemnified Consultant hereunder and (iii) except for bodily injury or damage to real or personal property for which Consultant is legally liable and which is covered by consultant's General Liability and Automobile insurance policies, as to which the following limitation shall not apply, in no event shall Consultant's total aggregate liability to Client and persons engaged by Client, whether due to negligent acts, errors or omissions of Consultant or otherwise, exceed the greater of \$100,000 or the amount of the total fees paid to Consultant by Client under this Agreement. Client agrees to cause the foregoing limitation of liability clauses protecting Consultant to be incorporated in any contracts with any contractors or other persons based upon the Services.

10. Term and Termination

The term of this Agreement shall commence as of the "Date of this Agreement" specified above, and shall continue until both Consultant and Client have performed all of their respective obligations hereunder. This Agreement may be terminated on not less than seven days prior written notice by either party upon a material breach by the other, provided that such written notice specifies the breach complained of and the breaching party has not cured such breach of within five days from the date of such notice. Notwithstanding the foregoing, Consultant may terminate this Agreement immediately upon written notice to Client if any payments due hereunder are not paid when due, or as to any projects covered by this Agreement which are permanently abandoned. Client may terminate this Agreement immediately upon written notice to Consultant if Consultant fails to maintain the insurance listed in Section 3.3 in at least the amounts there shown, or comparable substitute insurance. Upon termination for any reason, Consultant shall be compensated for work performed by it pursuant to this Agreement up to the date of termination, and reimbursed for reimbursable expenses incurred and unavoidable costs of termination. The provisions of Section 2 ("Fees.."), 6 ("Work.."), 7 ("Confidentially.."), 8 ("Responsibility..") and 9 ("Indemnification..") shall survive any termination of this Agreement and remain enforceable.

11. Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Consultant may in its discretion engage specialized consultants or contractors to perform portions of the Services.

12. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State in which the Consultant's "Branch Office to Perform Work" entered above is located. This Agreement, including the Proposal, is the entire agreement of the parties and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter and may not be modified, amended or supplemented unless agreed upon in writing by both parties. The headings to this Agreement are for convenience only and shall not constitute a part of this Agreement. If any provision in this document conflicts with any provision in the Proposal, the provision in this document shall govern unless the provision in the Proposal is expressly stated to superseded any conflicting provision in this document.

13. Notices

Notices under this Agreement shall be given by hand delivery or registered or certified mail, postage prepaid and return receipt requested, to the appropriate party at its address specified above, marked "Official Notice", or to such other address as either party may in such manner specify to the other in writing as the address to which to send notices under this agreement.

IN WITNESS WHEREOF, Consultant and Client have caused this Agreement, of which the attached Proposal is a part as if fully set forth herein, to be signed as a sealed instrument by their respective duly authorized officer(s), partner(s) or agents, as of the Date of this Agreement specified on page one.

HYGIENETICS, INC.

CLIENT: Doyle Gruit

(Type or print name as appears on page

one)

By:

[Signature] REA.
Title: Project Geologist
Date Signed: 12/20/90

By:

Title:
Date Signed:

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



October 19, 1990

DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Program
80 Swan Way, Rm. 200
Oakland, CA 94621
(415)

Mr. Doyle Gruit
14366 Lark Street
San Leandro, CA 94578

RE: Gruit Auto Repair, 1970 Seminary Ave., Oakland, CA 94621

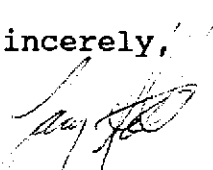
Dear Mr. Gruit:

I have reviewed your soil and groundwater testing report dated September 28, 1990, that was prepared by Kaldveer Associates. Soil borings taken near the former waste oil tank location identified oil and grease contamination of 2,800 ppm and 4,200 ppm. In addition, the groundwater from the newly installed monitoring well had detectable amounts of TPH (gasoline) oil and grease, benzene, toluene, xylene and ethylbenzene.

Please submit to this office, a remediation plan for the above site.

If you have any questions, please contact me at (415) 271-4320.

Sincerely,


Larry Seto, Senior,
Hazardous Materials Specialist

LS:mnc

cc: Dennis Laduzinsky, Kaldveer Associates
Gil Jensen, Alameda County District Attorney, Consumer and
Environmental Protection Agency

RWQCB

Charlene Williams, DOHS

Rafat A. Shahid, Assistant Agency Director, Environmental Health

Files

PC



Kaldveer Associates
Geoscience Consultants

TRANSMITTAL

TO Alameda County Dept. of Env. Health
80 Swan way, Room 200
Oakland, California 94621

DATE 10/3/90

VIA US Mail

JOB NO. KE1220-1

ATTENTION Mr. Larry Seto

PROJECT 1970 Seminary Avenue
Oakland, California

DESCRIPTION At the request of Mr. Doyle Ginnit,
we are submitting two copies of our
Soil and Ground water Testing Report for 1970 Seminary
Avenue, Oakland, California

ACTION

- As requested
- For your review and comment
- For your use
- For your use: please return when finished
- Other

cc: _____

KALDVEER ASSOCIATES

By Dennis Laduzinsky

If enclosures are not as noted, kindly notify us at once.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

DAVID J. KEARS, Agency Director



July 20, 1990

DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Program
80 Swan Way, Rm. 200
Oakland, CA 94621
(415)

Mr. Doyle Gruit
14366 Lark Street
San Leandro, CA 94578

RE: Gruit Auto Repair, 1970 Seminary Ave., Oakland, CA 94621

Dear Mr. Gruit:

I have reviewed your addendum dated June 22, 1990, to your original workplan dated April 19, 1990, that was prepared by Kaldveer Associates. As a preliminary investigation, it is acceptable provided that the water samples taken from the monitoring well also be tested for total oil and grease.

In the future, additional soil borings and wells may be required to fully characterize the extent of contamination.

If you have any questions, please contact me at 271-4320.

Sincerely,

Larry Seto, Senior,
Hazardous Materials Specialist

LS:mnc

cc: Gil Jensen, Alameda County District Attorney, Consumer and
Environmental Protection Agency
Rafat A. Shahid, Assistant Agency Director, Environmental Health
RWQCB
Charlene Williams, DOHS
Dennis Laduzinsky, Kaldveer
Files



Kaldveer Associates Geoscience Consultants

Oakland, CA • San Jose, CA • Bellevue, WA • Tacoma, WA

1-10-91

December 3, 1990
PK2949, 17573

Mr. Doyle Gritmit
14366 Lark Street
San Leandro, California 94578

RE: PROPOSAL FOR ADDITIONAL GROUND
WATER QUALITY INVESTIGATION
AND SOIL EXCAVATION OBSERVATION
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Mr. Gritmit:

In accordance with your request, we are pleased to submit this proposal to perform additional investigation of ground water quality and observation of soil excavation at 1970 Seminary Avenue in Oakland, California. The purpose of this investigation is to satisfy requirements of the Alameda County Department of Environmental Health for additional work at the site.

BACKGROUND

It is understood that four underground storage tanks were removed from the site in December, 1989. Our review of the January 29, 1990 letter, sent to you by the Alameda County Department of Environmental Health (ACDEH), and the laboratory results from the closure samples collected during tank removal, indicates that relatively high levels of oil and grease were detected in the closure samples collected beneath the waste oil tank. Samples collected from beneath the gasoline tanks were found to contain from ND to 22 ppm TPH as gasoline.

A soil and ground water quality investigation performed at the site by our firm in September, 1990, also indicated the presence of relatively high levels of waste oil (up to 4,200 ppm) in soil in the vicinity of the former waste oil tank; relatively low levels (4 ppm to 50 ppm) of gasoline in soil in the vicinity of the former gasoline tanks; and 54 ppm petroleum hydrocarbons as gasoline in ground water. Purgeable aromatic compounds were detected in ground water at concentrations of 1.9 ppm to 9.4 ppm. Complete results of that investigation are presented in our "Soil and Ground Water Testing Report for 1970 Seminary Avenue, Oakland, California", dated September 28, 1990.

□ 425 Roland Way, Oakland, CA 94621 (415) 568-4001 FAX: 415-568-2205

□ 1737 North First Street, Suite 300, San Jose, CA 95112 (408) 436-5703 FAX: 408-436-5735

PRINCIPALS

Peter Kaldveer, P.E., G.E.
President
Richard Short, P.E., G.E.
Executive Vice President
Ronald L. Bajuniemi, P.E., G.E.
Vice President

ASSOCIATES

Patrick Stevens, P.E., G.E.
David Hoexter, C.E.G., R.E.A.
William Bender, P.E., S.E., A.I.A.
Barbara L. Potter, P.E.
Larry Goldfarb, P.E.
John Sutton, P.E., G.E.
Jeffrey A. Arneberg, P.E.
Ralph M. Isaacs, Ph.D., P.E.
Richard J. Bielefeld, R.G.P., C.E.G.

PROFESSIONALS

Down Rinaldi, P.E.
Guy Petroborg, P.E.
Dennis Luduzinski, C.E.G.
Randy Rowley, R.G., R.E.A.
Michael Leaverton, P.E.
Robert E. Johnston, P.E., G.E.

The scope of work presented in this proposal is designed to satisfy requirements of the ACDEH for additional work at the site. This proposal is based on our review of the ACDEH Gritmit Auto Repair letter dated October 19, 1990, and our discussions of specific work scope with Mr. Larry Seto, ACDEH Senior Hazardous Materials Specialist. This work will include observation of additional soil excavation from the vicinity of the former waste oil tank, and the installation of an additional ground water monitoring well at the farthest assumed down-gradient location at the site.

SCOPE OF SERVICES

Our scope of work will include the following:

A. Soil Excavation Observation

1. Preparation of a work plan describing the planned soil excavation operation, for submittal to the ACDEH.
2. A field program consisting of visual observation of the soil excavation process, obtaining four soil samples from the excavation limits, and one composite sample from the excavated soil. The soil samples would be appropriately packed, refrigerated and transported to the chemical laboratory for testing.
3. Each of the five soil samples will be analyzed for total oil and grease using Standard Method 503E. A California Department of Health Services approved analytical laboratory would be utilized.

B. Ground Water Sampling

1. A ground water sampling program consisting of the installation of one monitoring well at the extreme western portion of the site to a depth of approximately 25 feet.

Applicable local regulations will be followed in permitting and installing the well. The well will be developed, and the new well, along with the existing well installed during our previous investigation will be sampled. See Appendix II for details.

2. Two ground water samples will be analyzed for total petroleum hydrocarbons (TPH) as gasoline with benzene, toluene, xylene, and ethylbenzene distinction using EPA Method 8015 and 8020. A California Department of Health Services approved analytical laboratory will be utilized.

C. Data Evaluation and Report Preparation

1. Submittal of our report presenting a description of our investigation, results of the laboratory analyses, and our conclusions and recommendations regarding site environmental quality.

COST ESTIMATE

We estimate the cost of the investigation will be about \$7,255; we would not exceed this amount without your prior approval. Cost estimate details are attached as Appendix III. We would require about five to six weeks to complete our investigation. If a shorter time period is required, the turnaround time for the analytical test results can be reduced at an additional cost. We will verbally report significant findings to you as quickly as possible.

CONDITIONS

Our services will be provided in accordance with the attached Schedule of Charges and General Conditions. Please note that we have not budgeted chemical analysis of the soil cuttings or ground water produced by the drilling, development and sampling operation. We currently plan to contain the cuttings and water in drums on the site. It probably will be possible to then dispose of them in any convenient manner. However, contaminated soil cuttings or water may need to be removed to a hazardous waste depository. We can assist with disposal, but the costs will be the responsibility of the owner.

It is understood that you will arrange directly for backhoe services for the soil excavation operation. It must be understood that Kaldveer Associates will provide observation and sampling services only, and will not in effect be directing the excavation operations. Kaldveer Associates cannot assume liability for damage to property or buildings related to the excavation of soil on the site.

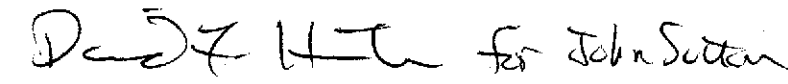
Mr. Doyle Gruit
December 3, 1990, 17573
Page 4

We thank you for consideration of our firm and look forward to being of service to you. If you approve of the scope and cost of this proposal, please sign one copy of this letter and return it to our office at your earliest convenience.

Very truly yours,

KALDVEER ASSOCIATES, INC.


Dennis Laduzinsky, C.E.G.
Senior Engineering Geologist


John R. Sutton, P.E.
Manager, Environmental/Hazardous
Waste Services
Associate

DML/JRS:pv
Copies: Addressee (2)

Accepted By _____ Date _____

APPENDIX I
EXPLORATORY BORINGS

The exploratory borings will be permitted as required. A truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers will be utilized to complete the borings. All equipment will be steam-cleaned prior to drilling and between borings advanced for monitoring well installation. The sampler will be cleaned with TSP (tri-sodium phosphate) detergent and rinsed with clear and then distilled water between samples. Thus, cross-contamination will be minimized.

Borings completed as ground water monitoring wells will be extended approximately 15 feet past the first free water encountered. They will be terminated at a shallower depth if a minimum of five feet of clay, acting as an aquitard (impediment to ground water movement) is penetrated. Borings not completed as monitoring wells will be grouted to the ground surface.

APPENDIX II
MONITORING WELLS

The borings will be converted to monitoring wells, utilizing 2" schedule 40 threaded PVC pipe and slotted screen. The perforations will extend approximately 15 feet below and 5 feet above the upper zone of saturation. The perforated section annulus will be packed with clean graded sand to a level approximately two feet above the highest screen slots, and a one foot thick bentonite plug will be placed above the sand pack. The remaining annulus will be backfilled with a cement/bentonite slurry to grade.

The wells will be finished with a Cristy-type concrete or metal box grouted to match the existing grade. The well will be completed with a locking cap to guard against vandalism. No solvents or glues will be used during monitoring well construction.

After installation, the wells will be developed utilizing hand bailing or a submersible pump. Development will consist of the rapid removal of water from the well until the water is relatively free of sand, silt, and turbidity.

MONITORING WELL SAMPLING

Following an initial water level measurement, monitoring wells will be sampled using a teflon bailer or submersible pump. Prior to sample collection, a minimum of four well-casing volumes of water will be purged in an attempt to collect a representative formation sample. Should the well become completely evacuated during purging, samples will be collected after the well has recovered to 80 percent of its initial water elevation.

All samples collected will be placed in containers approved for the type of analyses required. Following the addition of any preservatives required per EPA approved sampling protocols, the samples will be labeled and immediately placed in refrigerated storage.

All samples will be labeled in such a manner as to maintain client confidentiality. A chain-of-custody form will be initiated by the sampler and accompany the samples to the analytical laboratory. All soil and water samples collected will be delivered to a laboratory approved by the California Department of Health Services for the type of analysis to be performed.

APPENDIX III
PROJECT BUDGET

A.	Soil Excavation Observation		
1.	Project Management	\$	450
2.	Work Plan Preparation	\$	425
3.	Soil Excavation Observation and Field Sampling (assumes 1/2 day of excavation)	\$	500
4.	Laboratory Analysis 5 Soil Samples for Oil and Grease	\$	450
	SUBTOTAL		\$1,825
B.	Ground Water Testing		
1.	Install One 35-foot Monitoring Well	\$2,400	
2.	Develop One Well, Sample Two Wells	\$	300
3.	Laboratory Analysis 2 Water Samples for Hydrocarbons	\$	280
	SUBTOTAL		\$2,980
C.	Data Evaluation and Report		<u>\$2,450</u>
	TOTAL		\$7,255

TERMS

Invoices for services will be submitted at Kaldveer Associates' (KA) option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the 10th day following the end of the month during which the invoice is dated.

SAMPLES

All geotechnical samples of soil and rock will be destroyed 90 days and all environmental samples will be destroyed approximately 21 days after issuance of our report unless CLIENT advises KA otherwise. Upon request, KA will deliver samples to CLIENT at CLIENT's expense, or KA will store them for an agreed storage charge.

RIGHT OF ENTRY

CLIENT shall provide for KA's right to enter from time to time property owned by CLIENT and/or other(s) in order for KA to fulfill the scope of services indicated hereunder. KA will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

BURIED UTILITIES

CLIENT will furnish to KA information identifying the type and location of utility lines and other man-made objects beneath the site's surface. KA will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against KA and to defend, indemnify and hold KA harmless from any claim or liability for injury or loss allegedly arising from KA's damaging underground utilities or other man-made objects that were not called to KA's attention or which were not properly located on plans furnished to KA.

PROFESSIONAL LIABILITY

It is agreed that you will limit KA's liability for professional negligence for all phases of this project to an amount not to exceed \$50,000 or the fee, whichever is greater.

GENERAL LIABILITY INSURANCE AND LIMITATION

KA is protected by Workmen's Compensation Insurance (and/or Employers' Liability Insurance), and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. KA assumes the risk of damage to its own supplies and equipment proximately resulting from KA's sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon KA or requires further insurance coverage, KA, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but KA shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of KA's insurance.

STANDARD OF CARE

Services performed by KA 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 in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. KA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services.

INDEMNIFICATION

CLIENT agrees to defend, indemnify and hold KA harmless from any and all liability, real or alleged in connection with: i) the performance of the construction Contractor on this project, ii) the release of any hazardous substance, iii) acts or omissions of CLIENT; CLIENTS employees, agents and subcontractors; excepting liability arising directly from the willful misconduct or sole negligence of KA.

DISPUTES

If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed 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, Kaldveer Associates, attorney's fees and other claim-related expenses.

KALDVEER ASSOCIATES, INC.
SCHEDULE OF CHARGES

PERSONNEL CHARGES

Charges for employees are computed by multiplying the total direct salary cost of our personnel by 2.6. The total direct salary cost shall be a sum equal to the direct payroll cost (computed on a typical annual basis and expressed as an average hourly rate) plus payroll taxes, insurance incident to employment, holidays, sick leave, vacations, etc. President shall be charged at a rate of \$125 per hour; Vice Presidents shall be charged at a rate of \$125 per hour; Associates shall be charged at a rate of \$115 per hour. Union personnel rates change annually effective March 1. All personnel rates subject to change annually effective July 1.

EQUIPMENT CHARGES

Engineer's or Engineering Technicians
Field Vehicle, per hour.....\$8.00

MISCELLANEOUS CHARGES

Special and consultant fees, computer programs, permits, insurance fares, telegrams, shipping, equipment and other similar project related costs are billed at cost plus 15 percent. Drilling services performed for Kaldveer Associates, Inc. will be charged at cost plus 15 percent. Special equipment such as seismograph, magnetometer, vibroground resistivity meter or slope indicator inclinometer will be charged at cost. Travel expenses, meals and lodging are billed at cost. Miscellaneous telephone and reproduction costs are billed at a rate of 3 percent of the total charges.

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Agency Director



April 26, 1990

DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Program
80 Swan Way, Rm. 200
Oakland, CA 94621
(415)

Mr. Doyle Gritmit
14366 Lark St.
San Leandro, CA 94578

RE: Gritmit Auto and Repair, 1970 Seminary Ave., Oakland, CA

Dear Mr. Gritmit:

I have reviewed the proposed work plans that were submitted to you from two environmental consultants. I have the following concerns with both proposals.

1. A site plot plan is needed to identify the proposed locations for the soil borings and monitoring wells.
2. An explanation is needed to identify the method(s) that was used to determine the down gradient direction.
3. The soil and water samples must also be tested for Total Oil and Grease.
4. Method(s) that will be used to determine the extent of contamination in the former tank pit area.

If you have any questions, please contact me at (415) 271-4320.

Sincerely,

Larry Seto, Senior
Hazardous Materials Specialist

LS:mnc

cc: Gil Jensen, Alameda County District Attorney, Consumer and
Environmental Protection Agency
Rafat A. Shahid, Assistant Agency Director, Environmental Health
RWQCB
Charlene Williams, DOHS
• Files

GRIMIT

3-9-90

Alameda County Health Care Services
Mr Seto

In regard to your letter
received 2-7-90 about the
station at 1970 Seminary Ave. Cal.
Am working with a consultant
about the work. Should have
something worked out by
April 15th 1990

Doyle Grimit



Original page 4/11

**Kaldveer Associates
Geoscience Consultants**

June 22, 1990
KE1220-1-133, 16430

Alameda County Health Care Services
Department of Environmental Health
Hazardous Materials Program
80 Swan Way, Room 200
Oakland, California 94621

Attention: Mr. Larry Seto

Peter Kaldveer, P.E., G.E.
President
Richard Short, P.E., G.E.
Executive Vice President
Ronald L. Bajuniemi, P.E., G.E.
Vice President Engineering
Patrick Stevens, P.E., G.E.
Associate
David Hoexter, C.E.G., R.E.A.
Associate
Michael McRae, P.E.
Associate
William Bender, P.E., S.E., A.I.A.
Associate
Dawn Rinaldi, P.E.
Barbara L. Potter, P.E.
Randy P. Rowley, R.E.A.
Polly L. Worrell, R.E.A.

RE: GRIMIT AUTO AND REPAIR
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Mr. Seto:

At the request of Mr. Doyle Gritmit of Gritmit Auto and Repair, Kaldveer Associates is providing a response to the items of concern outlined in your letter of April 26, 1990 regarding review of our Revised Proposal For Soil and Ground Water Quality Investigation, 1970 Seminary Avenue, Oakland, California dated April 19, 1990. The items discussed below are presented in corresponding order to those concerns outlined in your April 26, 1990 letter.

1. Site Plot Plan

A site plan showing the proposed soil boring and monitoring well locations is attached to this letter as Figure 1. As outlined in our proposal, two soil borings will be placed in the vicinity of the former waste oil tank and one ground water monitoring well will be placed in the assumed down-gradient location from the entire underground storage tank complex.

2. Estimated Down-Gradient Direction

In evaluating an assumed down-gradient ground water flow direction it is anticipated that ground water will flow generally toward San Francisco Bay, and in general, follow existing ground surface elevation contours. An evaluation of these criteria as indicated on Figure 2, suggest ground water would flow in a general westerly direction, that is, toward the general direction of proposed monitoring well MW-1 as shown on Figure 1.

3. Laboratory Analysis for Oil and Grease

As outlined in our April 19, 1990 proposal, all soil samples will be analyzed for total oil and grease. The groundwater sample will be analyzed for extractable hydrocarbons using EPA method 8015. This test method measures hydrocarbons

- 425 Roland Way, Oakland, CA 94621 (415) 568-4001 FAX: 415-568-2205
 1737 North First Street, Suite 300, San Jose, CA 95112 (408) 436-5703 FAX: 408-436-5735

into the waste oil range in ground water and is considered a more accurate test for the presence of heavy end hydrocarbons in water. We do not at this time propose to analyze ground water samples for total oil and grease.

4. Definition of Contamination Extent

Based on the results of the tank closure samples, we have proposed to investigate only the extent of soil contamination in the vicinity of the former waste oil tank. As indicated on Figure 1, two soil borings will be placed in the vicinity of the former waste oil tank to evaluate the extent of contamination in this area. As is apparent on the figure, access to this area is extremely limited. At this time, we propose only the two borings in the vicinity of the waste oil tank and third boring advanced for installation of the monitoring well.

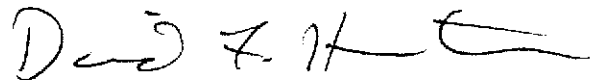
If you have any questions or additional concerns, please don't hesitate to call.

Sincerely

KALDVEER ASSOCIATES, INC.

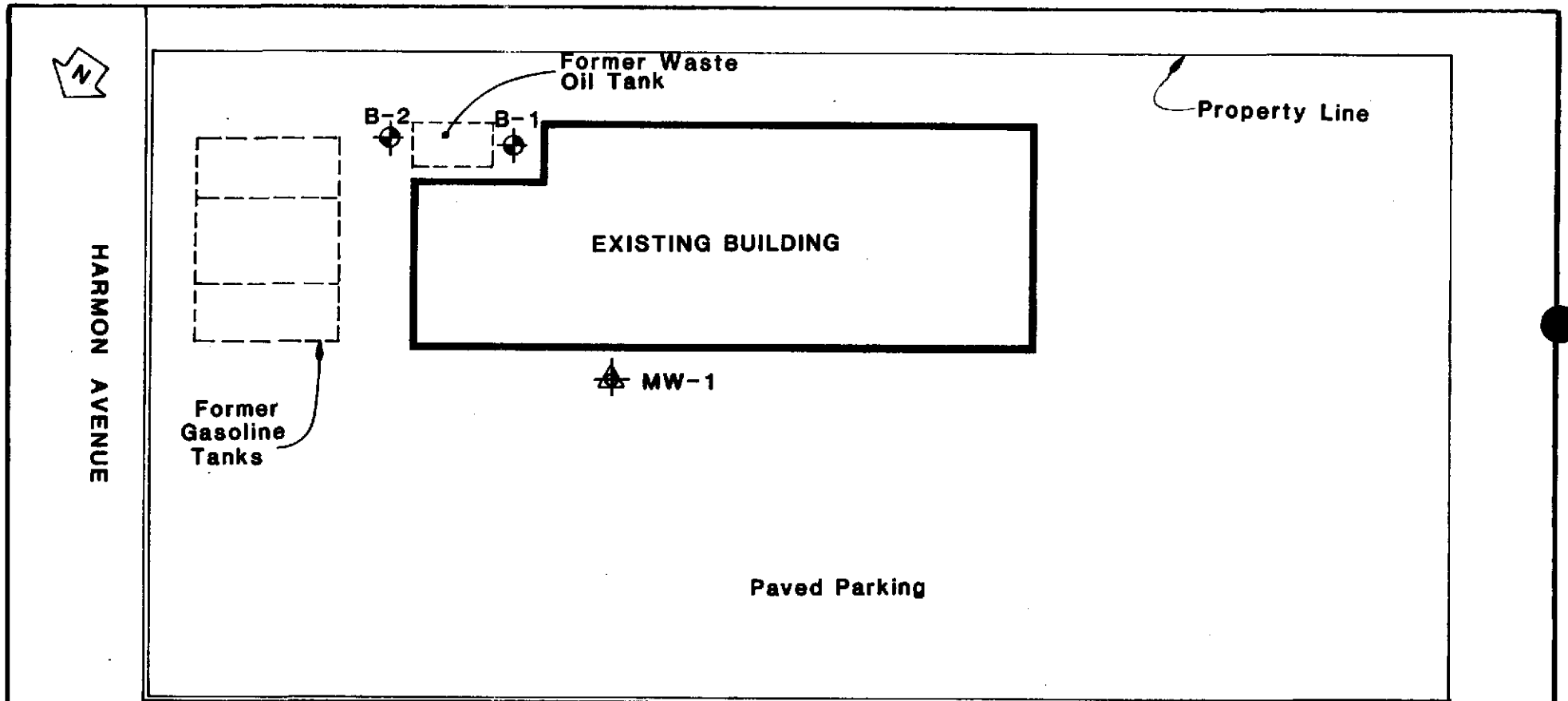


Dennis Laduzinsky C.E.G.
Senior Engineering Geologist



David F. Hoexter C.E.G./R.E.A.
Environmental/Geologic Services
Associate

DML/DFH:jd
Copies: Addressee (1)
Grimit Auto and Repair (1)
Attention: Mr. Doyle Grimit
Attachments



LEGEND

- MW-1 Approximate Location of Monitoring Well
- B-2 Approximate Location of Soil Sample

Approximate Scale in Feet



Base: Measurement Provided by Doyle Gruit.

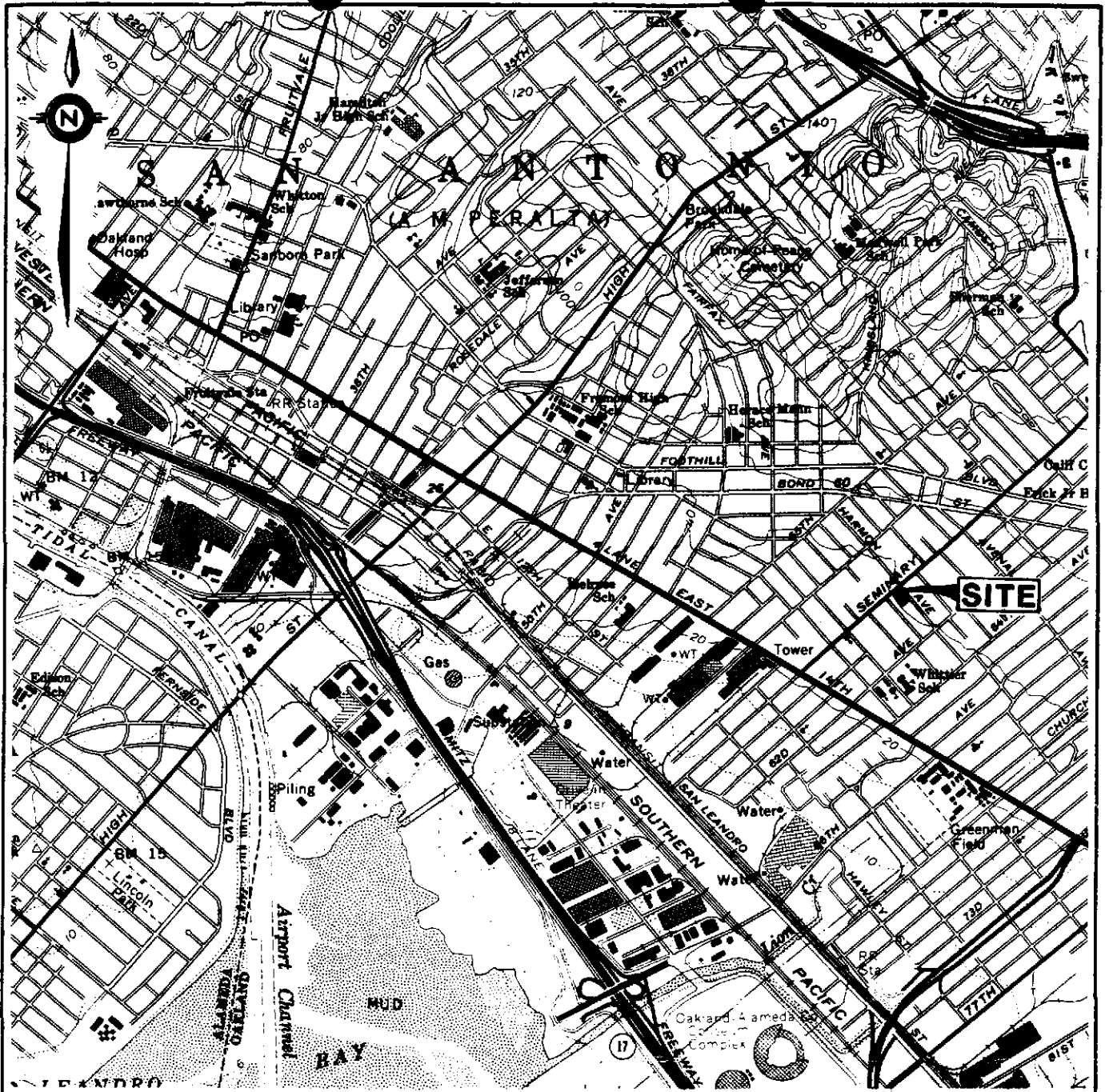


Kaldveer Associates
Geoscience Consultants
A California Corporation

SITE PLAN

1970 SEMINARY AVENUE
Oakland, California

PROJECT NO.	DATE	Figure 1
KE1220-1-133	June 1990	



Base: USGS Oakland East 7.5' Quadrangle.



Kaldveer Associates
 Geoscience Consultants
 A California Corporation

SITE VICINITY MAP

170 SEMINARY AVENUE
Oakland, California

PROJECT NO.	DATE	Figure 2
KE1220-1-133	June 1990	



Kaldveer Associates
Geoscience Consultants

Peter Kaldveer, P.E., G.E.
President

Richard Short, P.E., G.E.
Executive Vice President

Ronald L. Bajunlemi, P.E., G.E.
Vice President Engineering

Patrick Stevens, P.E., G.E.
Associate

David Hoexter, C.E.G., R.E.A.
Associate

Michael McRae, P.E.
Associate

William Bender, P.E., S.E., A.I.A.
Associate

Dawn Rinaldi, P.E.

Barbara L. Potter, P.E.

Randy P. Rowley, R.E.A.

Polly L. Worrell, R.E.A.

April 19, 1990
PK2562, 15982

Mr. Doyle Gritmit
14366 Lark Street
San Leandro, California 94578

RE: REVISED PROPOSAL FOR SOIL
AND GROUND WATER QUALITY
INVESTIGATION
1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

Dear Gritmit:

In accordance with your request, we are pleased to submit this revised proposal to perform a soil and ground water quality investigation at 1970 Seminary Avenue located in Oakland, California. The purpose of this investigation is to evaluate soil and ground water quality at the site following the removal of several underground storage tanks. This proposal represents a revised scope of work, and thus replaces our previous proposals.

BACKGROUND

It is understood that four underground storage tanks were removed from the site in December, 1989. Our review of the January 29, 1990 letter, sent to you by the Alameda County Health Department (ACHD), and the laboratory results from the closure samples collected during tank removal, indicates that relatively high levels of oil and grease were detected in the closure samples collected beneath the waste oil tank. Samples collected from beneath the gasoline tanks were found to contain from ND to 22 ppm TPH as gasoline.

ACHD has requested from you, a work plan that will address the scope of an investigation to define the vertical and lateral extent of contamination related to the former waste oil tank. It is understood that your conversations with Mr. Larry Seto of the ACHD, indicate that ACHD would like additional excavation of soil in the vicinity of the waste oil tank. The scope of work for our investigation is designed to provide a cost-effective evaluation of soil quality in the vicinity of the former waste oil tank as well as an evaluation of ground water quality in the general down-gradient (westerly) direction from all of the former tanks.

425 Roland Way
Oakland, California 94621
(415) 568-4001
FAX: 415-568-2205

A California Corporation

Mr. Doyle Gruit
April 19, 1990, 15982
Page 2

SCOPE OF SERVICES

Our scope of work is based on our site meeting with you and review of the January 29, 1990 letter from ACHD, and would include the following:

A. Soil and Ground Water Testing

1. A soil sampling program consisting of drilling two continuous flight hollow stem auger borings to depths of about 20 feet in the vicinity of the former waste oil tank. Four soil samples will be collected in each boring at approximate five foot intervals, or as otherwise indicated by specific field conditions.

The soil samples would be appropriately packed, refrigerated and transported to the chemical laboratory for testing. The augers, samplers and equipment will be steam-cleaned prior to the field investigation. See Appendix I for details.

2. A ground water sampling program consisting of the installation of one monitoring well in the general down-gradient direction to a depth of approximately 25 feet.

Applicable local regulations will be followed in permitting and installing the well. The well will be developed and sampled. See Appendix II for details.

3. A chemical testing program consisting of analyzing nine soil samples for total petroleum hydrocarbons using SM503E. One ground water sample will be analyzed for total petroleum hydrocarbons (TPH) as gasoline with benzene, toluene, xylene, and ethylbenzene distinction and TPH as diesel using EPA Method 8015 and 8020. A California Department of Health Services approved analytical laboratory will be utilized.
4. Submittal of our report presenting a description of our investigation, results of the laboratory analyses, and our conclusions and recommendations regarding site environmental quality.

COST ESTIMATE

We estimate the cost of the investigation will be about 6,000; we would not exceed this amount without your prior approval. Cost estimate details are attached as Appendix III. We would require about five to six weeks to complete our investigation. If a shorter time period is required, the turnaround time for the

Mr. Doyle Gruit
April 19, 1990, 15982
Page 3

analytical test results can be reduced at an additional cost. We will verbally report significant findings to you as quickly as possible.

CONDITIONS

Our soil and ground water testing services will be provided in accordance with the attached Schedule of Charges and General Conditions. Please note that we have not budgeted chemical analysis of the soil cuttings or ground water produced by the drilling, development and sampling operation. We currently plan to contain the cuttings and water in drums on the site. It probably will be possible to then dispose of them in any convenient manner. However, contaminated soil cuttings or water may need to be removed to a hazardous waste depository. We can assist with disposal, but the costs will be the responsibility of the owner.

We thank you for consideration of our firm and look forward to being of service to you. If you approve of the scope and cost of this proposal, please sign one copy of this letter and return it to our office at your earliest convenience.

Very truly yours,

KALDVEER ASSOCIATES, INC.



Dennis Laduzinsky, C.E.G.
Senior Engineering Geologist



David F. Hoexter, C.E.G./R.E.A.
Manager Environmental Services
Associate

DML/DFH:ms
Copies: Addressee (2)

Accepted By _____ Date _____

Mr. Doyle Gruit
April 19, 1990, 15982
Page 4

APPENDIX I

EXPLORATORY BORINGS

The exploratory borings will be permitted as required. A truck-mounted drill rig equipped with 8-inch diameter hollow-stem augers will be utilized to complete the borings. All equipment will be steam-cleaned prior to drilling and between borings advanced for monitoring well installation. The sampler will be cleaned with TSP (tri-sodium phosphate) detergent and rinsed with clear and then distilled water between samples. Thus, cross-contamination will be minimized.

Borings completed as ground water monitoring wells will be extended approximately 15 feet past the first free water encountered. They will be terminated at a shallower depth if a minimum of five feet of clay, acting as an aquitard (impediment to ground water movement) is penetrated. Borings not completed as monitoring wells will be grouted to the ground surface.

APPENDIX II
MONITORING WELLS

The borings will be converted to monitoring wells, utilizing 2" schedule 40 threaded PVC pipe and slotted screen. The perforations will extend approximately 15 feet below and 5 feet above the upper zone of saturation. The perforated section annulus will be packed with clean graded sand to a level approximately two feet above the highest screen slots, and a one foot thick bentonite plug will be placed above the sand pack. The remaining annulus will be backfilled with a cement/bentonite slurry to grade.

The wells will be finished with a Cristy-type concrete or metal box grouted to match the existing grade. The well will be completed with a locking cap to guard against vandalism. No solvents or glues will be used during monitoring well construction.

After installation, the wells will be developed utilizing hand bailing or a submersible pump. Development will consist of the rapid removal of water from the well until the water is relatively free of sand, silt, and turbidity.

MONITORING WELL SAMPLING

Following an initial water level measurement, monitoring wells will be sampled using a teflon bailer or submersible pump. Prior to sample collection, a minimum of four well-casing volumes of water will be purged in an attempt to collect a representative formation sample. Should the well become completely evacuated during purging, samples will be collected after the well has recovered to 80 percent of its initial water elevation.

All samples collected will be placed in containers approved for the type of analyses required. Following the addition of any preservatives required per EPA approved sampling protocols, the samples will be labeled and immediately placed in refrigerated storage.

All samples will be labeled in such a manner as to maintain client confidentiality. A chain-of-custody form will be initiated by the sampler and accompany the samples to the analytical laboratory. All soil and water samples collected will be delivered to a laboratory approved by the California Department of Health Services for the type of analysis to be performed.

APPENDIX III

PROPOSED PROJECT BUDGET

I.	<u>Soil and Ground Water Testing</u>	
A.	<u>Office</u>	
	Preparation, permits, background information.	\$ 450
B.	<u>Field</u>	
	Drilling three soil borings, construction of one monitoring well, development, sampling.	\$2,850
C.	<u>Laboratory Services</u>	
	Analysis of soil and water samples.	
	Nine soil samples and one water sample	\$1,100
D.	<u>Analysis and Report Preparation</u>	<u>\$1,600</u>
	TOTAL	\$6,000

KALDVEER ASSOCIATES, INC.
SCHEDULE OF CHARGES

PERSONNEL CHARGES

Charges for employees are computed by multiplying the total direct salary cost of our personnel by 2.6. The total direct salary cost shall be a sum equal to the direct payroll cost (computed on a typical annual basis and expressed as an average hourly rate) plus payroll taxes, insurance incident to employment, holidays, sick leave, vacations, etc. President shall be charged at a rate of \$125 per hour; Vice Presidents shall be charged at a rate of \$115 per hour; Associates shall be charged at a rate of \$100 per hour. Union personnel rates change annually effective March 1. All personnel rates subject to change annually effective July 1.

EQUIPMENT CHARGES

Engineer's or Engineering Technicians
Field Vehicle, per hour.....\$8.00

MISCELLANEOUS CHARGES

Special and consultant fees, computer programs, permits, insurance fares, telegrams, shipping, equipment and other similar project related costs are billed at cost plus 15 percent. Drilling services performed for Kaldveer Associates, Inc. will be charged at cost plus 15 percent. Special equipment such as seismograph, magnetometer, vibroground resistivity meter or slope indicator inclinometer will be charged at cost. Travel expenses, meals and lodging are billed at cost. Miscellaneous telephone and reproduction costs are billed at a rate of 3 percent of the total charges.

TERMS

Invoices for services will be submitted at Kaldveer Associates' (KA) option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the 10th day following the end of the month during which the invoice is dated.

SAMPLES

All geotechnical samples of soil and rock will be destroyed 90 days and all environmental samples will be destroyed approximately 21 days after issuance of our report unless CLIENT advises KA otherwise. Upon request, KA will deliver samples to CLIENT at CLIENT's expense, or KA will store them for an agreed storage charge.

RIGHT OF ENTRY

CLIENT shall provide for KA's right to enter from time to time property owned by CLIENT and/or other(s) in order for KA to fulfill the scope of services indicated hereunder. KA will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT.

BURIED UTILITIES

CLIENT will furnish to KA information identifying the type and location of utility lines and other man-made objects beneath the site's surface. KA will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against KA and to defend, indemnify and hold KA harmless from any claim or liability for injury or loss allegedly arising from KA's damaging underground utilities or other man-made objects that were not called to KA's attention or which were not properly located on plans furnished to KA.

PROFESSIONAL LIABILITY

It is agreed that you will limit KA's liability for professional negligence for all phases of this project to an amount not to exceed \$50,000 or the fee, whichever is greater.

GENERAL LIABILITY INSURANCE AND LIMITATION

KA is protected by Workmen's Compensation Insurance (and/or Employers' Liability Insurance), and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. KA assumes the risk of damage to its own supplies and equipment proximately resulting from KA's sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon KA or requires further insurance coverage, KA, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but KA shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of KA's insurance.

STANDARD OF CARE

Services performed by KA 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 in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. KA and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services.

INDEMNIFICATION

CLIENT agrees to defend, indemnify and hold KA harmless from any and all liability, real or alleged in connection with: i) the performance of the construction Contractor on this project, ii) the release of any hazardous substance, iii) acts or omissions of CLIENT; CLIENTS employees, agents and subcontractors; excepting liability arising directly from the willful misconduct or sole negligence of KA.

DISPUTES

If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed 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.



Hygienetics Inc.

2200 Powell Street
Suite 880
Emeryville, CA 94608
(415) 547-3886
Telecopy: (415) 547-3631

April 12, 1990

Mr. Doyle Gruit
14366 Lark Street
San Leandro, CA 94578

Dear Mr. Gruit:

We are pleased to submit this proposal for a Phase II investigation of the Service Station. Based on our discussions, the specific services we propose to provide are as follows:

Hygienetics will install one (1) groundwater monitoring well and drill two (2) soil borings on the property. Soil and groundwater will be tested for Volatile Organic Compounds (VOC's).

Hygienetics will prepare a written report detailing all of our findings including a site location map, a table of analytical results and other pertinent data. The report will be submitted within three weeks of the notice to proceed.

The cost for this Phase II investigation will be \$5,100.00

We have provided a fixed amount fee in our Fee Proposal, and we have based it on the information you have supplied us. We have assumed that we will encounter no unusual and unexpected circumstances or conditions of which you have not made us aware. We have also assumed that all necessary licenses, permits and other governmental and private party consents and approvals will be obtained on a timely basis, and that our work will not be adversely affected by fire, flood, other acts of God, strikes or other labor disputes, compliance with notice or other requirements of law, an inability to obtain materials, labor, equipment or transportation, or other circumstances beyond our reasonable control. Time schedules are also, of course, subject to obtaining necessary access and cooperation so that we may perform our work expeditiously and without hindrance.

INDUSTRIAL HYGIENISTS/ENGINEERS/ARCHITECTS/ENVIRONMENTAL CONSULTANTS

BOSTON NEW YORK HARTFORD WASHINGTON, D.C. LOS ANGELES HONOLULU CHICAGO OFFENBACH, FRG
(Headquarters)

If on account of any of the foregoing circumstances we believe we will not be able to complete the work for the fixed amount or within the schedules or times for completion set forth, we will seek to inform you promptly and discuss the matter with you before proceeding further. It is understood in any event that our performance may be delayed on account of any such circumstances. In no event will we exceed the fixed amount without your express approval.

Hygienetics and its employees will be properly and legally licensed for the work they will perform. Except for licenses, permits and certifications only we and our personnel can possess, it is understood that you are responsible for furnishing or arranging for all permits, licenses and other necessary governmental or private party approvals or consents, and for compliance with all notification and other legal requirements, in connection with the project. We will, of course, render assistance to you in this regard if requested, and would be happy to provide fee estimates for such services to the extent they are not already a part of this proposal.

In the event we are requested or required to perform services not specified in this proposal, such as reproducing drawings, maps or plans, performing additional work or appearing in litigation or other proceedings on our behalf, it is understood that we will be paid reasonable and agreed upon costs and fees for our time and efforts.

Unless you instruct us in writing to the contrary, we will assume that each person purporting to represent you, and who we in good faith believe does represent you, has complete authority to transmit instructions, receive information, interpret and define your policies and decisions and generally deal with us with respect to the services covered by this proposal. If you instruct us in writing to deal with only specified individuals as to any particular matters, we will abide by your instructions.

We will begin our services promptly upon your instructions to us to start work and your signing our Agreement for Environmental Assessment Consulting Services, two copies of which are enclosed and to which copies of this proposal should be attached. Your signing that Agreement serves as your acceptance of this proposal and your agreement to the terms and conditions set forth in this proposal, as provided in the Agreement.

April 12, 1990
Page 3

If this proposal is acceptable to you, would you please initial this letter in the space provided below and attach a copy of the initialled letter to each of the two enclosed copies of the Agreement for Environmental Assessment Consulting Services. Please then sign both copies of the Agreement on behalf of your company (inserting the appropriate title and date of signing under the signature), and return the two signed Agreements (with the initialled copies of this letter attached) to me. I will have the Agreements signed on behalf of Hygienetics, and return one fully executed copy to you for your files.

If you have any questions concerning this proposal or the enclosed Agreement, please feel free to contact me at any time.

We look forward to working with you on this project.

Sincerely,



Karl W. Novak, P.E., R.E.A.
Regional Manager
Environmental Site
Assessment Group

This proposal is accepted

Mr. Doyle Gruit

By _____
Title:
Date:

AGREEMENT FOR ENVIRONMENTAL ASSESSMENT CONSULTING SERVICES

THIS AGREEMENT is made as of the date shown below between Hygienetics, Inc., a Massachusetts corporation with its principal place of business at 150 Causeway Street, Boston, Massachusetts 02114 (the "Consultant"), and the client named below ("Client"), and is comprised of this document and the attached proposal of the Consultant (the "Proposal").

CLIENT NAME DOYLE GRIMIT
ADDRESS 1436
TELEPHONE 415-357-5133 CONTACT PERSON: Doyle Gritit

DATE OF THIS AGREEMENT APR. 16, 1990 Date/No. of Attached Proposal APR. 16, 1990 No SF90115

Hygienetics Branch Office to Perform Work EMERYVILLE

CONSULTANT AND CLIENT AGREE AS FOLLOWS:

1. **Work to be Performed.** Consultant shall perform the services set forth in the Proposal, and such additional services as Consultant and Client may jointly agree to in writing (collectively, the "Services"), at the project site or sites identified in the Proposal ("Project Site(s)"). The Services, including additions to and modifications of the Services, shall be performed in accordance with this Agreement. Consultant shall be an independent contractor, and not an employee, agent or representative of Client.

2. **Fees and Payment.** Client agrees to pay Consultant for the Services in the amounts and manner set forth in the Proposal. Unless otherwise indicated in the Proposal, payments are due within 30 days from date of invoice. On amounts not paid when due, Client agrees to pay a monthly late fee equal to 1 1/2% of the unpaid balance from invoice date until paid and to reimburse Consultant for all reasonable attorneys' fees and other costs of collection.

3. **Representations of Consultant.** Consultant represents as follows:

3.1 **Performance Standards.** Consultant shall perform the Services in a good and workmanlike manner and in accordance with accepted practices prevailing in the environmental assessment consulting industry.

3.2 **Licenses.** When performing the Services, Consultant and its personnel will be properly licensed and certified in accordance with the requirements of all applicable state and Federal laws, rules and regulations.

3.3 **Insurance.** Consultant has outstanding and in force at least the insurance listed below:

(i) Comprehensive General Liability Insurance, applicable to personal injury, bodily injury and property damage: \$1,000,000 combined single limit.

(ii) Architects and Engineers Claims Made Professional Liability Policy, with Environmental Impairment Liability Endorsement: \$1,000,000 aggregate.

(iii) Workers Compensation Insurance in amounts required by applicable law.

Consultant agrees that no insurance listed above shall be terminated or reduced in amount or coverage without Client being given at least 25 days' prior written notice.

3.4 **No Other Representations.** Consultant makes no representations or warranties, expressed or implied, other than those set forth in this Section 3 or except as may be expressly set forth in the Proposal, including as to any findings, advice or other work provided as part of the Services. Without limitation, Client acknowledges that Consultant has been engaged to perform specific agreed upon environmental assessment services, and that no representation can be or has been made that Consultant's services will result in the certain identification of all hazardous or toxic substances, petroleum hydrocarbons or hazardous conditions at a Project Site, that samples are representative of overall site conditions or wastes identified, or regarding chemical constituents that may or may not be present in samples for which specific analysis is not requested by Client or analyzed for by Consultant.

4. **Client Responsibilities.** Client shall cooperate with Consultant to the end that Consultant may perform the Services expeditiously and without hindrance. Without limitation, to the extent necessary or useful for Consultant's performance of the Services, Client shall (i) provide Consultant (and any agents or contractors of Consultant) with timely use of facilities, including elevators, with timely right-of-entry and access to each Project Site and all areas where access is necessary or desirable for the Consultant to perform the Services, and will cause such areas to be vacated if necessary and requested by Consultant, (ii) inform Consultant of any known hazardous substances or conditions, or any conditions that require special care or attention and (iii) furnish on a timely basis all site related and other governmental and private party consents, approvals and permits necessary for the performance of the Services.

5. **No Other Services.** Client acknowledges and agrees that no work other than the specific Services defined in Section 1 of this Agreement are covered by this Agreement, and that Consultant is not responsible for and has not been engaged by Client to perform any other services, including hazardous substance removal or remedial services:

6. **Work of Others, Project Site Safety.** It is understood that should Client decide to perform removal or other remedial work, Client shall be responsible for engaging the appropriate contractor. Consultant shall have a legal relationship only with Client under this Agreement and shall not be responsible or liable for the work of any contractor or other person engaged by Client. Any contractor or other person engaged by Client or the owner of any Project Site to contain, remove or dispose of any substance or to perform remedial, construction or other work at any Project Site, during the term of this Agreement or thereafter, whether based on any findings of Consultant or in accordance with any specifications prepared by Consultant or otherwise, shall be solely and completely responsible for work at the Project Site, including the health, welfare and safety of all persons and property during the performance of any work and compliance with all health, safety, environmental and other laws, rules and regulations. Consultant shall not have control of and shall not be responsible for means, methods, sequences or procedures, or acts or omissions of any such contractor or other person. No field or other

services provided by Consultant shall relieve person engaged by Client of such responsibility or for performing work in accordance with applicable specifications. Client agrees to provide for the foregoing, and for indemnification of Consultant by the contractor therefor, in any contract entered into for remedial or other work based upon the Services.

7. Confidentiality of Findings. Consultant agrees that any findings of Consultant will be reported by it to no one other than Client or persons designated in writing by Client, unless otherwise required by law or by judicial or administrative order. Reports and other documents delivered to Client hereunder are for Client's use and benefit only, are solely for the specific purposes intended, and may not be relied upon by any other person, unless otherwise agreed to in writing by Consultant.

8. Responsibility for Hazardous Substances, Indemnification. Client recognizes and agrees that Consultant bears no responsibility for the creation or existence of hazardous or dangerous substances or conditions existing in, on, under or around any Project Site, and that Consultant's services may require drilling, sampling and other activities which, among other things, may impact such substances or conditions. Therefore, to protect Consultant and induce it to perform the Services, without limitation of any rights or remedies Consultant may have at law or in equity, Client agrees to indemnify and hold Consultant harmless from and against any and all loss, cost and expense, including reasonable attorney's fees, directly or indirectly arising out of or relating to the release or presence of any such hazardous substance or condition, except to the extent caused in material part by Consultant's willful act or gross negligence.

9. Indemnification, Limitations on Liability. Consultant agrees to indemnify and hold Client harmless from and against any and all actual loss, cost and expense, including reasonable attorneys fees, directly caused by the willful misconduct or negligence of Consultant or the breach by Consultant of any of its obligations and covenants hereunder, unless caused in material part by the act or negligence of Client, or the failure of any plan or other document supplied by Client and relied upon by Consultant to be accurate and complete. In no event shall Consultant be liable (i) in law or in equity, under contract, tort, strict liability, agency, warranty or otherwise, for loss of profits, revenues or business or other economic consequential damages, or for special, incidental, indirect, cover or exemplary damages, even if Consultant has been advised of the possibility of such damages, (ii) for any matter as to which Client has indemnified Consultant hereunder and (iii), except for bodily injury or damage to real or personal property for which Consultant is legally liable and which is covered by Consultant's General Liability and Automobile insurance policies, as to which the following limitation shall not apply, in no event shall Consultant's total aggregate liability to Client and persons engaged by Client, whether due to negligent acts, errors or omissions of Consultant or otherwise, exceed the greater of \$100,000 or the amount of the total fees paid to Consultant by Client under this Agreement. Client agrees to cause the foregoing limitation of liability clauses protecting Consultant to be incorporated in any contracts with any contractors or other persons based upon the Services.

10. Term and Termination. The term of this Agreement shall commence as of the "Date of this Agreement" specified above, and shall continue until both Consultant and Client have performed all of their respective obligations hereunder. This Agreement may be terminated on not less than seven days prior written notice by either party upon a material breach by the other, provided that such written notice specifies the breach complained of and the breaching party has not cured such breach of within five days from the date of such notice. Notwithstanding the foregoing, Consultant may terminate this Agreement immediately upon written notice to Client if any payments due hereunder are not paid when due, or as to any projects covered by this Agreement which are permanently abandoned. Client may terminate this Agreement immediately upon written notice to Consultant if Consultant fails to maintain the insurance listed in Section 3.3 in at least the amounts there shown, or comparable substitute insurance. Upon termination for any reason, Consultant shall be compensated for work performed by it pursuant to this Agreement up to the date of termination, and reimbursed for reimbursable expenses incurred and unavoidable costs of termination. The provisions of Sections 2 ("Fees.."), 6 ("Work.."), 7 ("Confidentiality.."), 8 ("Responsibility..") and 9 ("Indemnification..") shall survive any termination of this Agreement and remain enforceable.

11. Assignment. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Consultant may in its discretion engage specialized consultants or contractors to perform portions of the Services.

12. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Consultant's "Branch Office to Perform Work" entered above is located. This Agreement, including the Proposal, is the entire agreement of the parties and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter and may not be modified, amended or supplemented unless agreed upon in writing by both parties. The headings to this Agreement are for convenience only and shall not constitute a part of this Agreement. If any provision in this document conflicts with any provision in the Proposal, the provision in this document shall govern unless the provision in the Proposal is expressly stated to supersede any conflicting provision in this document.

13. Notices. Notices under this Agreement shall be given by hand delivery or registered or certified mail, postage prepaid and return receipt requested, to the appropriate party at its address specified above, marked "Official Notice", or to such other address as either party may in such manner specify to the other in writing as the address to which to send notices under this Agreement.

IN WITNESS WHEREOF, Consultant and Client have caused this Agreement, of which the attached Proposal is a part as if fully set forth herein, to be signed as a sealed instrument by their respective duly authorized officer(s), partner(s) or agents, as of the Date of this Agreement specified on page one.

HYGIENETICS, INC.

CLIENT: Doyle Grit

(Type or print name as appears on page one)

By: Karl Novak
Title: Manager-Environmental Group
Date Signed:

By: _____
Title: _____
Date Signed: _____

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY
DAVID J. KEARS, Director



Telephone Number: (415)

Certified Mail #P 062 127 795

January 29, 1990

Mr. Doyle Grimmit
Property Owner
1970 Seminary Ave.
Oakland, CA 94621

Dear Mr. Grimmit:

I have reviewed your laboratory report dated December 5, 1989, for the soil samples taken during the excavation of four underground tanks at the above site on November 17, 1989. The samples taken from the waste oil pit excavation contained 5,500 ppm and 7,200 ppm of oil and grease, in addition to numerous solvents.

In addition, the laboratory report did not show the test results for organic lead.

Please submit to this office within thirty (30) days of the receipt of this letter, your plan of correction. Your plan must include, but shall not be limited to:

1. Test results for organic lead
2. Method(s) to be used to define the lateral and vertical extent of contamination
3. Name of your hazardous waste hauler

062 127 795

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

(See Reverse)

PS Form 3800, July 1, 1965

Sent to	M. Doyle Grummit
Street and No.	Property Owner
P.O. State and ZIP Code	Oakl. 1970 Seminary Ave 94621
Postage	5
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and date delivered	
Return Receipt showing date and address of return	
TOTAL Postage and Fees	5
Postmark or Date	

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

- 1. Show to whom delivered, date, and addressee's address. (Extra charge)
- 2. Restricted Delivery (Extra charge)

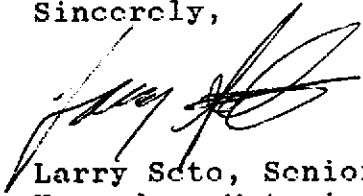
3. Article Addressed to: Mr. Doyle Grummit Property Owner 1970 Seminary Ave Oakland, CA 94621	4. Article Number
5. Signature - Addressee X <i>M. Grummit</i>	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise
6. Signature - Agent X	Always obtain signature of addressee or agent and DATE DELIVERED.
7. Date of Delivery 8/7/90	8. Addressee's Address (ONLY if requested and fee paid) 1970 Sem

Mr. Doyle Grimmit
Property Owner
1970 Seminary Ave.
Oakland, CA 94621
January 29, 1990
Page 2 of 2

4. Name of your disposal site
5. Your EPA number
6. Estimated date of completion

If you have any questions, please contact me at 271-4320.

Sincerely,



Larry Seto, Senior,
Hazardous Materials Specialist

LS:mnc

cc: Gil Jensen, Alameda County District Attorney, Consumer and
Environmental Protection Agency

RWQCB

Charlene Williams, DOHS

Rafat A. Shahid, Assistant Agency Director, Environmental Health
Files

**ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH
HAZARDOUS MATERIALS DIVISION
80 SWAN WAY, ROOM 200
OAKLAND, CA 94621
PHONE NO. 415/271-4320**

10/18/89
C.S.

ACCEPTED

ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH
Hazardous Materials Division
80 Swan Way, Room 200
Oakland, CA 94621
Telephone (415) 271-4320

This plan has been reviewed and found to be exempt from the requirements of the Hazardous Materials Division of the State and local laws. It is hereby approved for issuance. This approval is based on the information provided by this contractor and is not a guarantee of the accuracy of the information provided. The contractor is responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations. The contractor is also responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations. The contractor is also responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations.

Approval of this permit plan must be on the job and in accordance with all conditions and conditions involved with the project.
Approval of this permit plan must be on the job and in accordance with all conditions and conditions involved with the project.
Approval of this permit plan must be on the job and in accordance with all conditions and conditions involved with the project.

Removal of Tank and Piping
Sampling
Physical Inspection
Removal of a permit to operate is dependent on the results of all applicable laws and regulations. The contractor is responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations. The contractor is also responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations. The contractor is also responsible for obtaining all necessary permits and for compliance with all applicable laws and local regulations.

Project # U552914
Fee Paid \$831.
Date 10/15/89

UNDERGROUND TANK CLOSURE/MODIFICATION PLANS

1. Business Name Grimit Auto & Repair Service
Business Owner Mr. Doyle Grimit
2. Site Address 1970 Seminary Ave.
City Oakland Zip Ca Phone 94621
3. Mailing Address 1970 Seminary Ave.
City Oakland Zip 94621 Phone 562-0235
4. Land Owner Same
Address _____ City, State _____ Zip _____
5. EPA I.D. No. CAC000202803
6. Contractor Petro Tech
Address 1903 San Miguel Ave.
City Santa Rosa, CA 95403 Phone 707-544-8324
License Type A, C61 ID# 518977
7. Consultant Trans Tech Consultants
Address 800 College Ave.
City Santa Rosa Phone 707-575-8622

8. Contact Person for Investigation

Name Bill Wiggins Title Associate Engineer
Phone 575-8622

9. Total No. of Tanks at facility 4

10. Have permit applications for all tanks been submitted to this office?
Yes [] No []

11. State Registered Hazardous Waste Transporters/Facilities

a) Product/Waste Tranporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

b) Rinsate Transporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

c) Tank Transporter

Name H & H Ship Service EPA I.D. No. CAD004771168
Address 220 China Basin St.
City San Francisco State CA Zip 94107

d) Tank Disposal Site

Name H & H Ship Service EPA I.D. No. CAD004771168
Address 220 China Basin St.
City San Francisco State CA Zip 94107

e) Contaminated Soil Transporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

12. Sample Collector

Name Wayne Wellock
 Company Petro Tech
 Address 1903 San Miguel Ave.
 City Santa Rosa State CA Zip 95403 Phone 707-544-8324

13. Sampling Information for each tank or area

Tank or Area		Material sampled	Location & Depth
Capacity	Historic Contents (past 5 years)		
550	Waste Oil	<i>Soil and ground-water if present</i>	<i>A minimum of one sample taken under the fill pipe. If there are signs of possible contamination, two samples must be taken at the soil/backfill interface into two feet of the native soil at opposite ends of the tank.</i>
550	Super Unlead		
550	Leaded		
550	Unlead		

14. Have tanks or pipes leaked in the past? Yes [] No [] UNKNOWN

If yes, describe. _____

15. NFPA methods used for rendering tank inert? Yes [xx] No []

If yes, describe. vapor freeing & CO2

An explosion proof combustible gas meter shall be used to verify tank inertness.

16. Laboratories

Name NET Pacific
 Address 435 Tesconi Cir
 City Santa Rosa State CA Zip 95401
 State Certification No. 178

17. Chemical Methods to be used for Analyzing Samples

Contaminant Sought	EPA, DHS, or Other Sample Preparation Method Number	EPA, DHS, or Other Analysis Number
TPH Gasoline	EPA 5030	8015
Benzene	EPA 8020	
Toluene	"	
Xylene	"	
Ethyl Benzene	"	
Diesel & Motor Oil	EPA 3550	903E
Solvents	EPA 8240	

18. Submit Site Safety Plan

19. Workman's Compensation: Yes No

Copy of Certificate enclosed? Yes No Mailed 9/29/89

Name of Insurer State Comp Insurance Fund

20. Plot Plan submitted? Yes No

21. Deposit enclosed? Yes No

22. Please forward to this office the following information within 60 days after receipt of sample results.

- a) Chain of Custody Sheets
- b) Original Signed Laboratory Reports
- c) TSD to Generator copies of wastes shipped and received
- d) Attachment A summarizing laboratory results

I declare that to the best of my knowledge and belief the statements and information provided above are correct and true. I understand that information in addition to that provided above may be needed in order to obtain an approval from the Department of Environmental Health and that no work is to begin on this project until this plan is approved.

I understand that any changes in design, materials or equipment will void this plan if prior approval is not obtained.

I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel and safety.

I will notify the Department of Environmental Health at least two (2) working days (48 hours) after approval of this closure plan in advance to schedule any required inspections. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Signature of Contractor

Name (please type) Wayne S. Wellock

Signature *Wayne S. Wellock*

Date 10/2/89

Signature of Site Owner or Operator

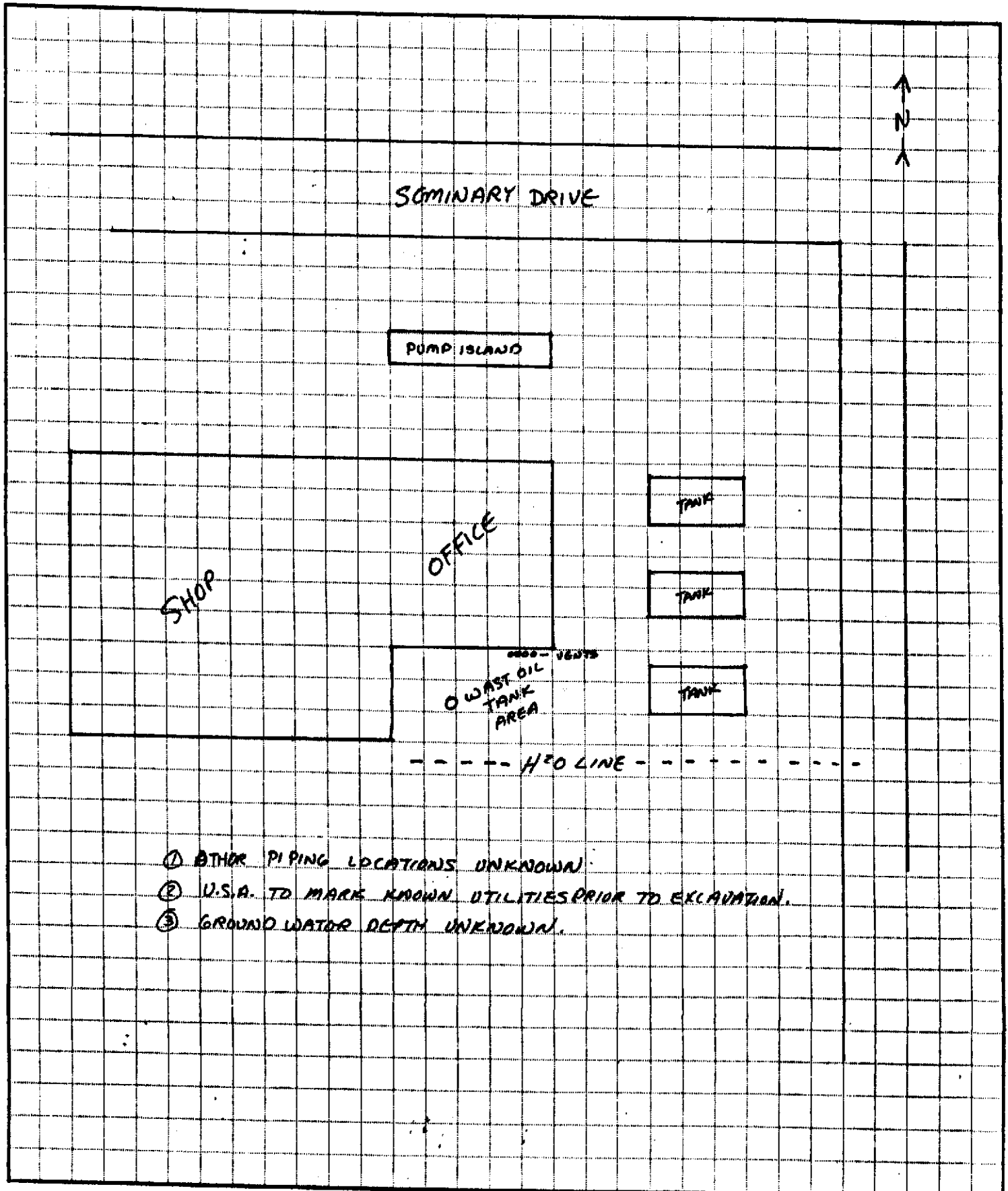
Name (please type) Doyle Grimmit

Signature *Doyle Grimmit*

Date 10/11/89

PETRO TECH
1903 San Miguel Avenue
SANTA ROSA, CALIFORNIA 95403
(707) 544-TECH

Site Grimmi Auto
Address 1970 Seminary Ave., Oakland
Scale _____ Page 1 of 2
Drawn By WW Date 10/2/8
Drawing of Fuel Tank Location



- ① OTHER PIPING LOCATIONS UNKNOWN.
- ② U.S.A. TO MARK KNOWN UTILITIES PRIOR TO EXCAVATION.
- ③ GROUND WATER DEPTH UNKNOWN.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SEPTEMBER 28, 1989

POLICY NUMBER: 1051486 - 89
CERTIFICATE EXPIRES: 2-19-90

ALAMEDA COUNTY DEPT OF ENVIRONMENTAL HEALTH
ATTN: HAZARDOUS MATERIALS DIVISION
80 SWAN WAY RM 200
OAKLAND
CA 94621

JOB: 1970 SEMINARY AVE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.


PRESIDENT

EMPLOYER

WAYNE WELLOCK
PETRO TECH
1903 SAN MIGUEL AVE
SANTA ROSA
CA 94521

GENERAL SITE SAFETY PLAN

PREFACE

Petro Tech is a small, privately owned and operated, general engineering firm which provides a limited variety of services to the petroleum handler. Our services include underground tank testing, underground storage tank removals, installations, repairs, and modifications, in addition to limited site investigations and remedial cleanup work.

During the normal course of field operations, our personnel will become exposed to a known and limited number of hazardous and/or toxic materials, at varying levels of concentration, which may pose a threat to the personal health and safety of on-site personnel. Any such hazardous materials to be encountered are generally limited to gasoline, diesel fuel, solvents, waste oil, general lubricating oils, and related additives and blending constituents.

This **GENERAL SITE SAFETY PLAN (GSSP)** is written to outline our general safety plans, which shall cover the majority of our anticipated exposure to hazardous materials while performing routine site services as described above.

A **SPECIFIC SITE SAFETY PLAN (SSSP)** will be completed as necessary per each individual site or project, as required, to address site specific safety requirements and/or additional safety needs due to non-standard conditions or encounters as outlined in this **General Site Safety Plan**.

GENERAL SITE SAFETY PLAN
January 1, 1989

GENERAL INFORMATION

This **GENERAL SITE SAFETY PLAN (GSSP)** establishes the general safety requirements necessary to protect the public, contractor employees, owner/operator, and properties involved in this project. This plan shall be implemented immediately upon detection of hazardous levels of contaminants, utilizing an approved vapor detector, or other approved method of detection, for the anticipated hazardous material/waste to which you may be exposed. Anticipated contaminants will be identified prior to the performance of any work.

The owner/operator/contractor shall appoint a **Health and Safety Coordinator (HSC)**. The HSC will be on site during all field operations to verify adherence to this GSSP, or any supplemental **Specific Site Safety Plan (SSSP)**. The HSC will also coordinate all field activities with Local and State Health & Safety representatives as needed.

IMPLEMENTATION

Upon GSSP implementation, the following parties/agencies will be immediately notified:

- Wayne S. Wellock (contractor/owner), or Petro Tech main office if unable to reach contractor/owner
- California Regional Water Quality Control Board
North Coast Region (707) 576-2220
San Francisco Region (415) 464-1036
- Local Fire Jurisdiction(s)
(to be maintained in on-site job file)
- Local Environmental Public Health Department
(to be maintained in on-site job file)
- Property Owner or his agent(s) or assign(s)

NOTICE TO ALL PERSONNEL AND VISITORS

All site personnel and visitors must read this General Site Safety Plan (GSSP). This applies to contractor/owner/operator, visitors, and any and all on-site personnel who may enter designated work areas.

Visitors entering work or restricted areas enter at their own risk and must obtain authorization to enter such areas from the Health and Safety Coordinator (HSC) or Prime Contractor only.

Visitors will be required to adhere to all requirements of this GSSP and shall adhere to all orders as issued by the HSC or the Prime Contractor.

There will be no smoking, eating, or drinking allowed within work areas where contamination is known or suspected.

All on-site personnel must adhere to all applicable OSHA and EPA safety rules and regulations.

PERSONAL PROTECTION

Half-mask air purifying cartridge respirators (organic vapor cartridge with dust prefilter) are required when the breathing zone atmosphere contains more than 25ppm (parts per million) of hazardous vapors, or when significant vapor readings are detected, or when chemical contaminate odor is detected. Respirators are to be test fitted prior to each use. The wearer of a respirator shall be properly trained as to the proper use and fitting of such a device.

Hooded, disposable, protective clothing is required whenever working around hazardous liquids or sludges, or whenever there is a sufficient possibility of coming into skin contact with a hazardous substance of any form. All disposable clothing worn by on-site personnel will be placed in an appropriate disposal container at the end of each day. Protective clothing will be immediately replaced if torn or otherwise damaged so as to reduce its protective abilities.

Any direct skin contact with hazardous substances will be immediately tended to and removed by local washing with soap and water, or by showering, or water dowsing, as necessary to ensure proper decontamination of the affected bodily surfaces.

Neoprene boots, gloves, and chemical goggles, in addition to protective clothing, are required whenever working in or around hazardous liquids or pooling contamination. All visitors and non-essential personnel will be evacuated from the work or restricted area whenever there is pooling of liquid contamination.

Pooling liquid will be investigated and identified immediately to determine possible hazards, and cleaned up as soon as is practical. All work will stop upon finding of pooling liquid until fire safety has been determined and liquid is properly neutralized or removed.

All work will be stopped when flammable vados readings exceed 20% of the lower explosive level (LEL), or whenever readings exceed 1000ppm. Action must be taken to reduce the level of flammable vapors.

CONTAINING CONTAMINATION

Contaminated soils or solid materials encountered will be properly covered and otherwise secured on-site to protect against rain or water infiltration, further contamination of earth or other materials, excessive vapor emissions, or contact by non-authorized personnel.

Minor liquid contamination will be absorbed utilizing absorbent pads or other containment method so as to reduce and contain such liquids.

Pooling hazardous liquids will be diked or otherwise contained as best as is practical to inhibit further migration.

EMERGENCY SAFETY SUPPLIES

Each service crew shall maintain an adequate supply of personal safety equipment as follows:

- 1 each -- Half-mask cartridge respirator per man
- 1 each -- Additional cartridge respirator per crew as a spare
- 1 each -- 5 lb. ABC dry chemical fire extinguisher
- 1 each -- Emergency eye wash kit
- 1 each -- First aid kit
- 1 pair -- Neoprene safety boots per man
- 50 each -- Absorbent pads of 18"x18" in size
- 30 gal. -- Double-wall plastic bags
- 1 pair -- Chemical goggles per man
- 6 each -- Respirator replacement cartridges
- 1 pair -- Chemical gloves per man
- 1 each -- Respirator fit test kit
- 2 each -- Protective coveralls per man

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SEPTEMBER 28, 1989

POLICY NUMBER: 1051486 - 89
CERTIFICATE EXPIRES: 2-19-90

ALAMEDA COUNTY DEPT OF ENVIRONMENTAL HEALTH
ATTN: HAZARDOUS MATERIALS DIVISION
80 SWAN WAY RM 200
OAKLAND
CA 94621

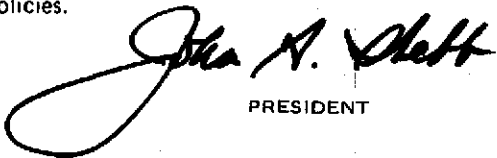
JOB: 1970 SEMINARY AVE

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PRESIDENT

EMPLOYER

WAYNE WELLOCK
PETRO TECH
1903 SAN MIGUEL AVE
SANTA ROSA
CA 94621

PETRO TECH
Contractor Lic. #518977
1903 San Miguel Avenue
SANTA ROSA, CALIFORNIA 95403

Memo
LETTER

(707) 544-TECH

Date 10/10/89

To Alameda Co. Environmental Health Dept.

Subject 1970 Seminary Ave
Oakland

Attn: Mr. Larry Seto

10/12/89

Dear Sir,

Enclosed please find the corrections you requested.

Please note that the disposal location has been changed to H & H Ship Service. This was changed accordingly as their facility is the destination for all cleaning methods and rendering tanks non-hazardous and non-harmless before scrapping. (Levin Metals is a scrap metal facility only).

If you should require additional information, please don't hesitate to call.

Lorie Schor
Lorie Schor
Operations Manager

Please reply No reply necessary

SIGNED

8. Contact Person for Investigation

Name Bill Wiggins Title Associate Engineer
Phone 575-8622

9. Total No. of Tanks at facility 4

10. Have permit applications for all tanks been submitted to this office?
Yes [] No []

11. State Registered Hazardous Waste Transporters/Facilities

a) Product/Waste Tranporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

b) Rinsate Transporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

c) Tank Transporter

Name H & H Ship Service EPA I.D. No. CAD004771168
Address 220 China Basin St.
City San Francisco State CA Zip 94107

Tank Disposal Site

Name H & H Ship Service EPA I.D. No. CAD004771168
Address 220 China Basin St.
City San Francisco State CA Zip 94107

e) Contaminated Soil Transporter

Name N/A EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

I declare that to the best of my knowledge and belief the statements and information provided above are correct and true. I understand that information in addition to that provided above may be needed in order to obtain an approval from the Department of Environmental Health and that no work is to begin on this project until this plan is approved.

I understand that any changes in design, materials or equipment will void this plan if prior approval is not obtained.

I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel and safety.

I will notify the Department of Environmental Health at least two (2) working days (48 hours) after approval of this closure plan in advance to schedule any required inspections. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Signature of Contractor

Name (please type) Wayne S. Wellock
Signature *Wayne S. Wellock*
Date 10/2/89

Signature of Site Owner or Operator

Name (please type) Doyle Grimmit
Signature *Doyle Grimmit*
Date 10/11/89

Please print or type. (Form designed for use on elite (12-p) typewriter).

IN CASE OF AN EMERGENCY OR SPILL, CALL THE NATIONAL RESPONSE CENTER 1-800-424-8602; WITHIN CALIFORNIA CALL 1-800-852-7550

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No. CIAIC101010121012181013		Manifest Document No. 01010101	Page 1 of 1		Information in the shaded areas is not required by Federal law.	
3. Generator's Name and Mailing Address GRIMIT AUTO 1970 Seminary Ave Oakland, CA 94621 4. Generator's Phone (415) 562 0235					A. State Manifest Document Number 89492513			
5. Transporter 1 Company Name H & H SHIP SERVICE COMPANY					6. US EPA ID Number CA D 0 0 4 7 7 1 1 6 8		C. State Transporter's ID 003758	
7. Transporter 2 Company Name					8. US EPA ID Number		D. Transporter's Phone (415) 543 4835	
9. Designated Facility Name and Site Address H & H SHIP SERVICE COMPANY 220 China Basin Street San Francisco, CA 94107					10. US EPA ID Number CA D 0 0 4 7 7 1 1 6 8		G. State Facility's ID CA D 0 0 4 7 7 1 1 6 8	
							H. Facility's Phone (415) 543 4835	
11. US DOT Description (Including Proper Shipping Name, Hazard Class, and ID Number)				12. Containers No. Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.	
a. RESIDUE GASOLINE TANKS (CALIFORNIA ONLY REGULATED WASTE)				0 0 1 1 T P	0 0 5 5 0	P	State 512	EPA/Other
b. RESIDUE WASTE OIL TANK (CALIFORNIA ONLY REGULATED WASTE)				0 0 1 1 T P	0 0 5 5 0	P	State 512	EPA/Other
c.							State	EPA/Other
d.							State	EPA/Other
J. Additional Descriptions for Materials Listed Above PUMPED OUT 550 GALLON TANKS LAST CONTAINING GASOLINE OR WASTE OIL. TANK INERTED WITH DRY ICE FOR TRANSPORT					K. Handling Codes for Wastes Listed Above a. 01 b. c. d.			
15. Special Handling Instructions and Additional Information APPROPRIATE PROTECTIVE CLOTHING AND RESPIRATOR.								
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.								
Printed/Typed Name Keith Colorado				Signature Keith Colorado		Month Day Year 1 1 1 7 1 9		
17. Transporter 1 Acknowledgement of Receipt of Materials								
Printed/Typed Name ROBERT V. PETRUCCI				Signature Robert V. Petrucci		Month Day Year 1 1 1 7 1 9		
18. Transporter 2 Acknowledgement of Receipt of Materials								
Printed/Typed Name				Signature		Month Day Year		
19. Discrepancy Indication Space								
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in item 19.								
Printed/Typed Name				Signature		Month Day Year		

COPY

Do Not Write Below This Line

Blue: GENERATOR SENDS THIS COPY TO DOHS WITHIN 30 DAYS
To: P.O. Box 400, Sacramento, CA 95812-0400

89 DEC 33 AM 11:39

CERTIFICATE OF DISPOSAL

NOVEMBER 21, 1989

H & H Ship Service Company hereby certifies to PETRO
TECH
that:

1. The storage tank(s), sizes(s) FOUR (4) 550 GALLONS
removed from the GRIMIT AUTO
facility at 1970 SEMINARY AVENUE
OAKLAND, CALIFORNIA

were transported to H & H Ship Service Company, 220 China Basin Street, San Francisco, California 94107.

2. The following tank(s), H & H Job Number 2461 have been steamed cleaned, cut with approximately 2' x 2' holes, rendered harmless and disposed of as scrap metal.
3. Disposal site: LEVIN METALS CORPORATION, RICHMOND, CA.
4. The foregoing method of destruction/disposal is suitable for the materials involved, and fully complies with all applicable regulatory and permit requirements.
5. Should you require further information, please call (415) 543-4836.

Very Truly Yours,


Cleveland Valrey
Operations Coordinator

220 CHINA BASIN, P.O. BOX 77363 • SAN FRANCISCO, CA 94107 • DAY AND NIGHT: 543-4835



Please print or type. (Form designed for use on elite typewriter).

GENERATOR
TRANSPORTER
FACILITY

UNIFORM HAZARDOUS WASTE MANIFEST		Generator's US EPA ID No. CIAIC101010121012181013		Manifest Document No. 010101011		2. Date of 1 of 1		Information in the shaded areas is not required by Federal law.					
3. Generator's Name and Mailing Address CRIMIT AUTO 1970 Seminary Ave Oakland, CA 94621						A. State Manifest Document Number 89492513							
4. Generator's Phone (415) 562 0235						B. State Generator's ID							
5. Transporter 1 Company Name H & H SHIP SERVICE COMPANY			6. US EPA ID Number CAD004771168			C. State Transporter's ID 003758							
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b. RESIDUE WASTE OIL TANK (CALIFORNIA ONLY REGULATED WASTE)						0 0 1 T P		0 0 5 5 0		P		State 512 EPA/Other	
c.												State EPA/Other	
d.												State EPA/Other	
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Printed/Typed Name Keith Colorado						Signature Keith Colorado						Month Day Year 11 11 17 89	
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Printed/Typed Name ROBERT V. PETRUCCI						Signature Robert V. Petrucci						Month Day Year 11 11 17 89	
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Printed/Typed Name						Signature						Month Day Year	
19. Discrepancy Indication Space													
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.													
Printed/Typed Name Charles Walker						Signature Charles Walker						Month Day Year 11 11 17 89	

REGULATORY AGENCY COPY

8022 A (1/88)
8700-22
9-88) Previous editions are obsolete.

Do Not Write Below This Line

White: TSDF SENDS THIS COPY TO DOHS WITHIN 30 DAYS
To: P.O. Box 3000, Sacramento, CA 95812