

~ \$6,480



July 31, 1995

ICES 2128

Ms. Lynn M. Nightingale
102 Flying Cloud Isle
Foster City, California 94404

Subject: Proposal/Work Order No. 2
Limited Site Investigation
4629 Martin Luther King, Jr. Way
Oakland, California

*proposal 238
1 ml*

Dear Lynn:

At your ("the Client") request, we have prepared the subject proposal for your review and consideration. This proposal describes proposed grab groundwater sampling activities at 4629 Martin Luther King, Jr. Way in Oakland, California ("the Site").

The estimated budget for this proposal is based on discussions with Ms. Eva Chu of the Alameda County Health Care Services Agency and on the assumption that the depth of groundwater below the existing ground surface does not exceed 25 feet. Ms. Chu concurred with the following scope of work for the limited site investigation activities:

1. Collect one soil and one grab groundwater sample from each boring location. Samples will be collected from a total of two boring locations.
2. Analyze soil and grab groundwater samples for total petroleum hydrocarbons (TPH) as diesel (TPHd) and oil and grease (TPHo).
3. Document investigation activities, and results and findings of the investigation in a report.

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4629 Martin Luther King, Jr. Way
Preliminary Site Investigation
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Additionally, Ms. Chu also mentioned that in the event elevated concentrations of TPHd and TPHo are encountered in the samples, she would like you to install one monitoring well at the Site.

This proposal has been prepared in the form of a work order to expedite the work. Two copies of the Authorization to Proceed are attached. Please sign the Authorization to Proceed and return one copy to us.

Please do not hesitate to contact me if you have any questions or comments concerning this proposal/work order.

Sincerely,

A handwritten signature in black ink, appearing to read 'Beng Leong', is written over a large, circular scribble. The signature is positioned above the typed name and title.

Beng Leong
Principal Engineer

Enclosure



July 31, 1995

ICES 2128

**PROPOSAL
PRELIMINARY SITE INVESTIGATION
4629 MARTIN LUTHER KING, JR. WAY
OAKLAND, CALIFORNIA**

INTRODUCTION

At the request of Ms. Lynn M. Nightingale ("the Client"), we have prepared this proposal to perform a limited site investigation at 4629 Martin Luther King, Jr. Way in Oakland, California ("the Site").

The objective of the limited site investigation is to gather additional soil and groundwater data to enable Alameda County Health Care Services Agency (ACHCSA) to assess the closure of the petroleum related issues at the Site. This proposal presents the scope of work and estimated budget.

SCOPE OF WORK

The proposed scope of work for the limited site investigation activities was based on our discussions with Ms. Eva Chu of ACHCSA and will include the following specific tasks:

- Task 1: Development of a Site Health and Safety Plan
- Task 2: Limited Site Investigation Activities
- Task 3: Laboratory Analyses
- Task 4: Report Preparation

In the event revised and/or additional activities are required by ACHCSA, a revised proposal will be prepared at the request of the Client. These tasks are described in more detail below.

Task 1: Development of a Site Health and Safety Plan

In accordance with Occupational Safety and Health Administration (OSHA) guidelines, Innovative and Creative Environmental Solutions (ICES) Health and Safety Director will develop a Health and Safety Plan (HSP). This HSP will include an analysis of hazards encountered by on-site workers conducting the proposed work and precautions to mitigate the identified hazards.



Task 2: Limited Site Investigation Activities

The proposed boring locations will be screened using a magnetometer to assess the potential presence of underground utilities. Underground Services Alert will also be contacted to assist in utility locating activities prior to initiation of investigation activities.

A total of two soil samples and two grab groundwater samples will be collected from two boring locations at the Site. One boring/hydropunch will be located at the 47th Street sidewalk adjacent to former boring #9. The second boring/hydropunch will be located at the western portion of and inside the existing building.

Soil samples will be collected at a depth of approximately 20 feet below the existing ground surface. The soil samples will be collected by directly driving precleaned brass tubes into the soil. The filled tubes will be sealed with aluminum foil, capped with air-tight plastic lids, and taped around the caps to prevent possible moisture and chemical loss.

Hollow diameter steel casing containing a perforated PVC screen at the bottom of the casing will be advanced to the first permeable zone. The casing will then be retracted approximately 48 inches to allow infiltration of groundwater.

Groundwater samples will be collected by lowering a Teflon bailer through the hollow casing. Samples will be transferred into 1-liter amber glass jars. The samples will be stored in a chilled cooler for delivery to the laboratory. A field blank sample and duplicate will also be collected for quality control purposes. Strict chain-of-custody protocols will be followed in all phases of sample handling.

All equipment used during this investigation which might have come into contact with contaminated materials will be thoroughly decontaminated before and after each use. This will be accomplished by washing with Alconox (a laboratory-grade detergent) and rinsing with deionized, distilled, or fresh water.

The estimated budget does not include profiling and disposal of drill cuttings and purge water.



Task 3: Laboratory Analyses

The samples will be sent to a state-certified laboratory. The soil samples will be analyzed for:

- Total petroleum hydrocarbons (TPH) as diesel (TPHd) using EPA Method 3550/GCFID, and
- TPH as oil (TPHo) using SM 5520EF *TPH-G, BTEX*

The grab groundwater samples will be analyzed for:

- TPHd using EPA Method 3510/GCFID, and *TPH-G, BTEX, Pb.*
- TPHo using EPA Method 5520BF.

The estimated budget includes sampling supplies and analysis of one to two soil samples and two grab groundwater samples. These samples will be analyzed on a regular two-week turnaround basis. *2455, 4GW*

Task 4: Report Preparation

This task will include evaluating the field and laboratory analytical data obtained in Tasks 2 and 3. A written report will be prepared following completion of the limited site investigation activities. The report will describe our field observations, sample collection, laboratory analytical results, and conclusions regarding the limited site investigation activities.

This report will be submitted to the Client and ACHCSA within two to three weeks of completion of field activities and receipt of laboratory results.

Task 5: Installation and Sampling of One Monitoring Well

One monitoring well will be installed at the Site at the request of ACHCSA and approval of the Client. The monitoring well will be installed in accordance with Tri-Regional guidelines.

The estimated budget will include:

1. Drill boring to a total depth of 35 feet below the existing ground surface.
2. Collect soil samples at 5-foot intervals.
3. Install well.
4. Develop well.
5. Collect initial round of groundwater samples.
6. Analyze soil and groundwater samples.
7. Document well drilling, installation, development, and sampling activities.



ESTIMATED BUDGET

ICES will perform work for this project on a lump sum basis. The budget estimated herein is based upon the-level-of-effort deemed necessary to complete the tasks described above.

The estimated contractor costs presented herein are based on our experience with similar projects. Actual contractor costs will be obtained when bids/invoices for the proposed work are received from preselected contractors. The drilling/hydropunch subcontractor will be contracted directly with and paid by the Client.

The estimated budget will not be exceeded without prior authorization by the Client. Additionally, the scope of work as described herein will not be modified without the Client's prior approval.

1.	Development of a Site Health and Safety Plan			
	ICES		\$	550.00
2.	Limited Site Investigation Activities			
	ICES	\$		950.00
	Drilling Subcontractor	850.00	-	1,150.00*
	Utility Locator Subcontractor	200.00	-	250.00*
3.	Laboratory Analyses			
	Laboratory Subcontractor	\$	600.00 -	800.00
4.	Report Preparation			
	ICES		\$	1,880.00

ESTIMATED TOTAL				
	ICES	\$		3,380.00
	Laboratory	600.00	-	800.00
	Subcontractor	1,050.00	-	1,400.00

5.	Well Drilling, Installation, Development, Sampling, and Documentation			
	ICES	\$		950.00
	Laboratory	600.00	-	1,200.00
	Drilling Subcontractor	1,050.00		1,300.00*

* The drilling and locator subcontractors will be contracted directly with and paid by the Client.

~ \$ 8,480



GENERAL CONDITIONS

1.0 Billing

- 1.1 Invoices will be issued periodically at various stages of completion of the scope of work, payable within thirty (30) days of receipt, unless otherwise agreed.
- 1.2 Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days. Payment thereafter will be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Ms. Lynn Nightingale ("the Client").
- 1.3 Client, shall be defined for the purposes of this agreement as the Business entity (or individual) set forth on the attached "Approval and Acceptance" above the signature, thereon and shall include agents, officers, directors, partners, or subsidiary companies or corporations with knowledge and/or consent of this agreement, all of whom shall be bound by the terms of this contract, acquiescence to which is presumed by virtue of the signature on the "Approval and Acceptance."
- 1.4 In the event that the Client requests termination of the work prior to completion of the work, ICES reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 35% of all charges incurred up to the date of the stoppage of the work may, at the discretion of ICES, be made.
- 1.5 ICES reserves the right to withhold the final work product in the event full payment has not been received from the Client.



2.0 Warranty and Liability

- 2.1 ICES warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 ICES's liability shall be limited to injury or loss caused by the negligence of ICES. ICES has neither created nor contributed to the creation of existence of any hazardous, toxic, irritant, pollutant, or otherwise dangerous substance or conditions at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 ICES's liability for injury or loss arising from (1) professional errors or omissions or (2) any other toxic, irritant, pollutant or waste gases, liquids or solid materials shall not exceed \$10,000.00 or our fees, whichever is lesser.
- 2.4 The Client agrees to defend, indemnify, and hold ICES harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by ICES's performance or services hereunder.
- 2.5 In the event the Client makes a claim against ICES, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by ICES in defending itself against the claim.



AUTHORIZATION TO PROCEED

**PROPOSAL
PRELIMINARY SITE INVESTIGATION
4629 MARTIN LUTHER KING, JR. WAY
OAKLAND, CALIFORNIA**

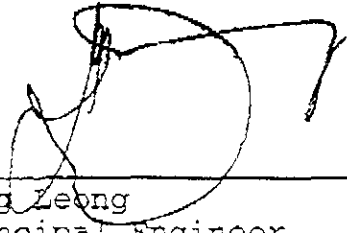
Approval and acceptance of this ICES Proposal/Work Order No. 2 dated July 31, 1995 and the attached General Conditions are acknowledged by the signatures of duly authorized representatives of Ms. Lynn Nightingale and ICES. ICES is authorized to proceed with the scope of services described in the ICES Proposal/Work Order No. 2 (ICES 2128) dated July 31, 1995.

LYNN M. NIGHTINGALE

Signature Date

Name: _____

Title: _____



Peng Leong
Principal Engineer

Jul 31/95

Date

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Fax: (510) 652-3855

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Berkeley CA
94712-2592



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PRELIMINARY SITE INVESTIGATION
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LYNN M. NIGHTINGALE

Signature Date

Name: _____

Title: _____

Peng Leong
Principal Engineer

Jul 31/95

Date

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