

### CORPORATE ENVIRONMENTAL

December 4, 2006

Jerry Wickham Alameda County Environmental Health Services 1131 Harbor Bay Parkway, Suite 250 Alameda, CA 94502-6577

Re: 2006 Groundwater Monitoring Results

4240 East 14th Street (High Street), Oakland, CA

Dear Jerry:

Enclosed please find one (1) paper copy of the 2006 Annual Groundwater Monitoring Report dated December 1, 2006 which was prepared by AllWest Environmental.

I would like to draw your attention to Section II - Site Setting which outlines the completed site investigations and remedial activities. At this time, we are submitting this report and requesting site closure based on decreasing concentrations and no active sources at the property.

If you have any questions, please contact me at <a href="mailto:vicki.zumbrunnen@paccar.com">vicki.zumbrunnen@paccar.com</a> or 425-468-7055.

Sincerely,

V. L. ZumBrunnen REM

Project Manager

Enclosure

Cc: B. N. Holliday – Letter only

L. C. Robbins – Letter only

Randi Val Morrison - CSK Auto Inc.



### AllWest Environmental, Inc.

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No: 4007

### 2006 BIENNIAL GROUNDWATER MONITORING REPORT

Grand Auto #43
4240 International Boulevard
(East 14th Street)
Oakland, California

### PREPARED FOR:

PACCAR, Inc.
Corporate Environmental Department
P.O. Box 1518
Bellevue, WA 98009

ALLWEST PROJECT No. 26145.28 December 1, 2006

PREPARED BY:

Michael L. Siembieda, RG 4007

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### 2006 Biennial Groundwater Monitoring Report

## Grand Auto #43 4240 International Boulevard (East 14<sup>th</sup> Street) Oakland, California

### I. INTRODUCTION

This report presents the results of the 2006 biennial groundwater monitoring event conducted by AllWest Environmental at the former Grand Auto Retail Store #43, Oakland, California, on September 27, 2006. The wells were also re-surveyed on September 27, 2006 by a Californian Licensed Engineer in accordance with the State Regional Water Quality Control Board (SWRQCB) Geotracker guidelines. The sampling event involved the monitoring of four on-site groundwater wells, MW-1, MW-2, MW-3A and MW-4. Included in this report is an abbreviated site setting, a description of field activities, a summary of analytical results, interpretation of the data and conclusions. Supporting information such as site figures, sampling logs, and laboratory reports are included as attachments or appendices to this report.

The purpose of this report is to present data from the groundwater sampling of the four on-site groundwater monitoring wells, demonstrate the stability of the plume and present conclusions and recommendations to the Alameda County Health Care Services (ACHCS) and Regional Water Quality Control Board (RWQCB).

### II. PROJECT BACKGROUND

### A. Site Setting

The approximately 1.2 acre former Grand Auto retail facility is located at the northwest corner of High Street and International Boulevard (formerly 14<sup>th</sup> Street) in Oakland, California. The site currently is used as a Kragen Auto store. Previously the site was used for retail gasoline sales and had underground storage tanks (USTs) and a car wash with an associated drainage sump. The USTs were removed in 1986. The car wash drainage sump was removed in August 1992. During October 1993, the remaining fuel conveyance piping associated with the former USTs was excavated and removed from the site.

When environmental activities were initiated at the subject property, the former Super Tire store at 4256 East 14th Street (currently All Mufflers Discounted) located southeast of the subject property was included as part of the Grand Auto

site. Subsequently, the former Super Tire store was considered by both PACCAR and ACHCS as a separate site. In a letter to PACCAR dated December 27, 1993, the ACHCS indicated that no further action was required for soil-related issues at the former Super Tire store. In a second letter dated November 20, 2000, ACEHS approved the destruction of a single groundwater well, HC-1, located on the former Super Tire facility.

Review of previous work indicated the site is underlain by an irregularly layered sequence of silty to gravelly sand lenses separated by clayey silt to depths of 46 feet. The groundwater gradient in this area is very flat, thus the determination of the groundwater flow direction is difficult to assess. Regionally, groundwater is typically reported to flow from the east to the west from the Oakland Hills towards the San Francisco Bay. Groundwater flow in the vicinity of the site has been calculated to be to the east, at a very flat gradient. Groundwater levels continued to show a gradual increase since the California drought years of the late 1980s and early 1990s. Groundwater levels have risen approximately 12 feet at the site since 1993. Groundwater levels measured in 2006 have increased from their 2004 levels and are currently at their highest level since monitoring began in 1983.

Several series of site investigations and remedial activities have be performed at the property since the USTs were removed in 1986. They include drilling of borings at the former location of the USTs, collection of soil samples during removal of the car wash sump, installation and periodic sampling of monitoring wells, removal of conveyance piping, preparation of a closure report, completion of a risk assessment, an issuance of a closure letter for soil by the ACHS in 1996, the re-establishing of groundwater monitoring in 1999, an issuance of a no further remedial action letter by the ACHS in 2000, and the abandonment of two wells and replacement of one well in 2001. A summary of this work was presented in AllWest's "Annual Groundwater Monitoring and Well Destruction Report" dated August 27, 2001.

## III. WELL RE-SURVEYING, GROUNDWATER SAMPLING AND FIELD OBSERVATIONS

This groundwater monitoring event included re-surveying the existing monitoring wells, gauging the depth to groundwater to calculate the groundwater flow direction and gradient and sampling of the wells to demonstrate the stability of the groundwater plume. The re-surveying and sampling of the four wells, MW-1 through MW-4, occurred September 27, 2006.

### A. Well Re-Surveying

AllWest contracted with CSS Environmental Services, Inc. to re-survey the existing four monitoring wells following the SWRQCB Geotracker guidelines. Latitude, longitude and elevation were shot to a desired horizontal accuracy of 0.100 feet + 1 ppm and vertical accuracy of 0.100 foot + 2 ppm. Surface well head and top of casing elevations were also obtained. The work was performed by Aaron N. Stessman, a California Professional Engineer, No C 054644.

All survey information was forwarded electronically to the Geotracker web site.

### B. Sampling Protocols

AllWest's standard groundwater sampling protocol, as presented in Appendix B, was followed. As per these protocols, an electronic sounder was utilized to measure the depth to groundwater in each well. Each well was then purged a minimum of three well volumes using a downhole submersible pump. During purging, groundwater field parameters (temperature, pH, and conductivity) were monitored and recorded on a field log. After purging, samples from each well were collected. Copies of the groundwater sampling field logs are presented in Appendix A. The purged groundwater was temporarily stored on site in 55-gallon drums and is scheduled to be removed from the site by Integrated Waste Management, Milpitas, California, a state licensed hazardous waste transporter. The purge water will be transported under appropriate state and local regulations.

### C. Well Sampling Purge Characteristics

The groundwater observed during purging was clear. Field parameters measured were similar to historical measurements. pH measured in the samples ranged from 6.6 to 7.2. Conductivity levels were between 559 uS to 973 uS and temperatures between 66.6° F to 76.4° F.

### D. Groundwater Depth and Gradient

The depth to groundwater ranged between 21.81 feet below ground surface (bgs) in MW-4 to 23.42 feet bgs in MW-3A. As compared to 2004 groundwater levels have increased approximately 0.5 feet. The current groundwater levels are at historic highs; approximately 12 feet higher than those measure in 1993 at the end of the California drought years of the late 1980s and early 1990s. Groundwater elevations are shown on Table 2.

Groundwater elevations between the wells varied only slightly (0.03 feet). As shown on Figure 3, groundwater elevations ranged from a low of 13.27 feet MSL

from MW-1 to a high of 13.30 feet MSL from MW-2. The groundwater gradient calculated in the vicinity of MW-1, MW3A and MW-4 is approximately 0.001 feet/foot. As noted during previous investigations, groundwater gradients have historically been very flat.

The local groundwater flow direction measured during this and recent sampling events is towards the east. The regional groundwater is to the west towards San Francisco Bay, concurrent with the topography.

### IV. LABORATORY ANALYSES

Groundwater samples were forwarded for chemical analyses to McCampbell Analytical, Pittsburg California, a state certified analytical laboratory. The samples were analyzed to detect the presence of halogenated volatile organic compounds (HVOCs) by EPA Method 8260B.

### A. Halogenated Volatile Organic Compounds Results (HVOCs)

Dichlorodifluoromethane (Freon 12) was initially reported in all four wells at concentrations from 270 to 1,700 ppb, approximately 25 times higher than previously reported levels. Freon 12 concentrations historically ranged in the tens of parts per billion with the lowest concentrations detected in MW-3A and the highest in wells MW-1 and MW-2.

Due to the abnormally high concentrations of Freon 12 initially reported, AllWest requested McCampbell Analytical to review their analytical testing and QA/QC procedures. After their review McCampbell noted the high levels of Freon 12 initially reported were likely due to a "poorly manufactured calibration standard." McCampbell obtained a new "fresh" standard and ran a new calibration on October 16, 2006. Since the original samples were past their holding time, McCampbell re-quantitated their October 3, 2006 analysis against the new calibration. McCampbell reported the re-calibrated Freon 12 results as "estimated values".

The revised calibrated "estimated values" are low but within historical ranges.

PCE was the most prevalent chemical detected at the site with concentrations ranging from a low of 8.3 ppb in the sample collected from MW-2 to a high of 110 ppb in the sample collected from MW-1. The levels of PCE were at comparable levels observed in July 2004. TCE, a degradation product of PCE was detected in samples collected from all wells at concentration similar to the 2004 sampling event. Cis-1,2-DCE, another PCE degradation product historically detected in samples collected from the site was detected in all wells at

concentrations below 10 ppb. Chloroform was detected at concentrations of approximately 1 ppb in all samples with carbon tetrachloride being detected at low ppb levels in two of four samples.

Freon 12 was detected at "estimated" values from a low of 3.6 ppb in MW-2 to a high of 27 ppb in MW-1. The concentrations are historically lower than previously reported.

### B. Laboratory QA/QC

With the exception of Freon 12 calibration, a review of laboratory internal quality assurance/quality control (QA/QC) report indicates the method blank and sample spike data are within the laboratory recovery limits. The laboratory QA/QC report indicated the groundwater samples were analyzed within the acceptable EPA holding time except for the second Freon 12 calibration. A copy of the laboratory analytical reports and chain-of-custody records are presented in the LABORATORY RESULTS section of this report. A discussion on the Freon 12 results are included. A summary of the analytical results is presented on Table 3.

### V. DISCUSSION

### A. Spatial Distribution of Chemical Constituents

Chlorinated solvents continue to be detected in all wells at the property. The highest concentrations of PCE have historically been detected in MW-1. Slightly lower level have been detected in MW-3A and MW-4. Historically, significantly lower concentrations of PCE have been detected in MW-2. The PCE breakdown products, TCE, and cis-1,2 DCE also follow this trend. Based on the spatial distribution of the chemicals detected in site monitoring wells, a single, well defined source for the chemicals does not likely exist.

### B. Contaminant Trend Analyses

With the exception of Freon 12, concentrations of chlorinated solvents have varied only slightly and remained stable since the last sampling performed in 2004. The maximum concentration of PCE detected in the 2006 sampling event was 110 ppb in the sample collected from well MW-1 which is below the historic maximum concentration of 340 ppb reported from a 1994 sampling event.

Concentrations of Freon 12 decreased in all wells by a factor of approximately 50 % as compared to historical concentrations of this chemical. McCampbell reported the Freon 12 results as "estimated values". Given the stable conditions

documented during 13 years of monitoring the "estimated values" of Freon 12 detected during this sampling event are historically consistent.

### VI. CONCLUSIONS AND RECOMMENDATIONS

The 2006 groundwater sampling data indicate that shallow groundwater at the subject property is impacted with chlorinated solvents. With the exception of Freon 12, concentrations of PCE and TCE and their breakdown products are similar to the 2004 sampling event indicating a stable plume. Based on the industrial nature of the surrounding area various nearby sources are likely contributing chemicals to those detected at the property, though no specific source has been identified.

The reason for the approximate 50 % decrease in concentrations of Freon 12 in all wells is likely related to inaccurate calibrations standards.

Based on site specific results and current health risk based action levels, it is unlikely that the residual contamination in the site groundwater poses as an unacceptable risk to human health environment.

AllWest recommends to continue to monitor and sample the wells on a biennial (every two years ) to document site conditions and demonstrate plume stability.

### VII. REPORT LIMITATIONS

This report has been prepared for the exclusive use of PACCAR Inc for submittal to the Alameda County health Care Services (ACHCS) and the Regional Water Quality Control Board (RWQCB) as it pertains to the property located at 4240 International Boulevard (East 14<sup>th</sup> Street), Oakland, California. Our services were performed in accordance with generally accepted professional practices, related to the nature of the work accomplished, in the same or similar localities, at the time the services are performed, and under the terms and conditions of the existing contract between PACCAR and AllWest.

Table 1 - Well Construction Details

Grand Auto #43 4240 East 14th Street Oakland, California Oakland, California

AllWest Project Number 26145.28

Well Number	Surface Elevation (ft MSL)	Top of Casing (ft MSL)	Total Depth (ft bgs)	Top of Screen (ft bgs)	Bottom of Screen (ft bgs)	Well Diameter (Inches)
MW-1	36.83	36.55	43	33	43	4
MW-2	36.68	36.43	45	31	45	4
MW-3A	37.03	36.71	41	20	41	4
MW-4	25.54	35.08	45	30	45	4

Notes: MW-3 was replaced by MW-3A on May 25, 2000

HC-1 was abandoned on June 18, 2001

bgs = below ground surface MSL = mean sea level

Elevations relative North Amercian Vertical Datum 1988-Ortho. Ht. (GEOID03 Wells were resurveyed on 9/26/06 for horivatal and vertical control by CSS En

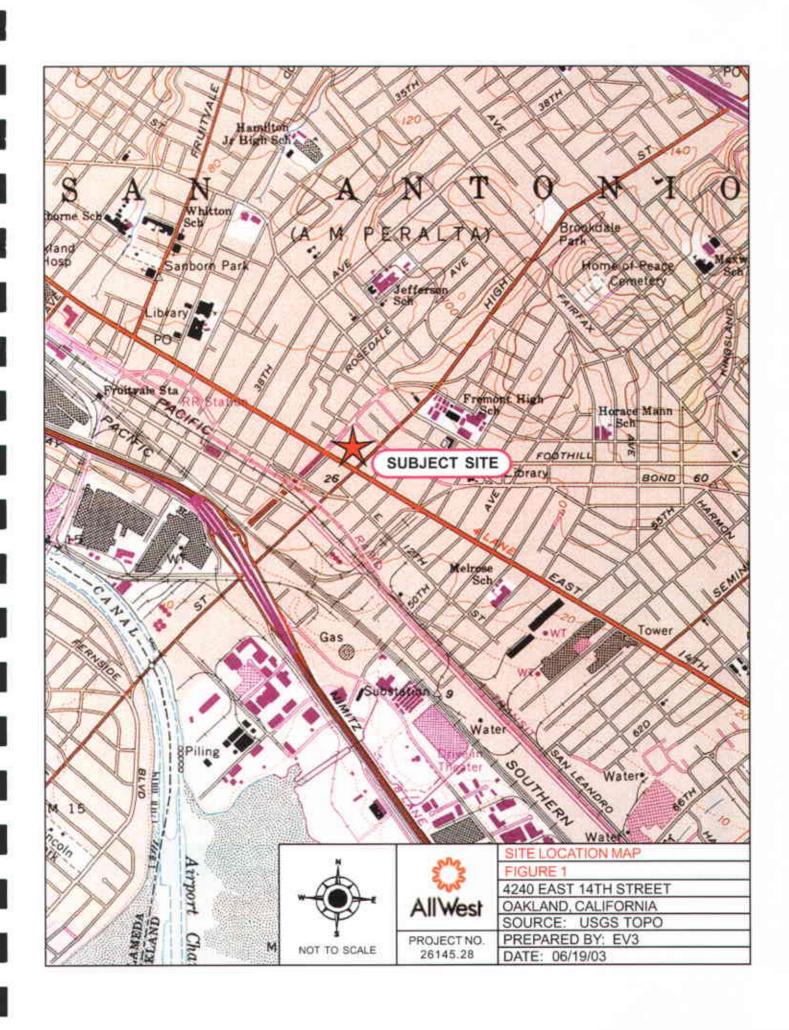
Well Number	Top of Well Casing	Depth to Groundwater	Groundwater Elevation	Date Collected
	Feet - MSL (1)	Feet	Feet - MSL	
MW-1 (1)	36 55	23 27	13 28	27-Sep-06
MW-1	30.53	24.76	5.77	23-Jul-04
MW-1	30.53	25.29	5.24	15-May-03
MW-1	30,53	24,91	5.62	21-May-02
			4.86	19-Jun-01
MW-1	30,53	25.67		4-Nov-99
MW-1	30.53	27.40	3.13	
MW-1	30,53	28.18	2.35	10-May-96
MW-1	30.53	29 34	1,19	15-Sep-95
MW-1	30.53	30 83	-0.30	31-Jan-95
MW-1	30.53	32 44	-1.91	20-Sep-94
MW-1	30.53	33.04	-2.51	7-Jun-94
MW-1	30,53	34 60	-4.07	18-Feb-94
MW-1	30.53	35 30	-4,77	17-Nov-93
MW-1	30.53	34.93	-4 40	4-Aug-93
MW-1	30.53	35 45	-4 92	5-May-93
(4)44-1	30.53	33 43	432	o may so
MAN O (e)	20.40	99.43	13.30	27-Sep-06
MW-2 (1)	36.43	23 13		
MW-2	30.41	24 62	5.79	23-Jul-04
MW-2	30.41	25 16	5.25	15-May-03
MW-2	30 41	24.78	5.63	21-May-02
MW-2	30 41	25.54	4.87	19-Jun-01
MW-2	30.41	27 28	3.13	4-Nov-99
MW-2	30 41	28 06	2.35	10-May-96
MW-2	30 41	29 19	1.22	15-Sep-95
MW-2	30.41	30 71	-0.30	31-Jan-95
MW-2	30 41	32 40	-1 99	20-Sep-94
			-2.51	7-Jun-94
MW-2	30.41	32.92		18-Feb-94
MW-2	30.41	34.46	-4.05	
MW-2	30 41	35.18	-4.77	17-Nov-93
MW-2	30.41	34.79	-4.38	4-Aug-93
MW-2	30.41	35 32	-4.91	5-May-93
MW-3A (1)	36.71	23.42	13.29	27-Sep-06
MW-3A	30.70	24,90	5.80	23-Jul-04
MW-3A	30.70	25.43	5.27	15-May-03
MW-3A	30.70	25 04	5.66	21-May-02
MW-3A	30.70	25.81	4.89	19-Jun-01
				4-Nov-99
MW-3	30.31	27 22	3.09	
MW-3	30 31	27.96	2.35	10-May-96
MW-3	30.31	29 11	1.20	15-Sep-95
MW-3	30 31	30.62	-0.31	31-Jan-95
MW-3	30.31	32 30	-1.99	20-Sep-94
MW-3	30.31	32.83	-2.52	7-Jun-94
MW-3	30.31	34.38	-4.07	18-Feb-94
MW-3	30.31	35.13	-4.82	17-Nov-93
MW-3	30.31	34.70	-4.39	4-Aug-93
MW-3	30.31	35.22	-4.91	5-May-93
DAAA.2	30.31	55.EE	7.01	o
	05.65	0/ 0/	42.07	27-Sep-06
MW-4 (1)	35 08	21.81	13.27	
MW-4	29 08	23 30	5.78	23-Jul-04
MW-4	29 08	23.82	5.26	15-May-03
MW-4	29.08	23 46	5.62	21-May-02
MW-4	29 08	24.20	4.88	19-Jun-01
MW-4	29.08	25 92	3.16	4-Nov-99
MW-4	29.08	26.70	2.38	10-May-96
MW-4	29 08	27.86	1.22	15-Sep-95
		29.38	-0.30	31-Jan-95
MW-4	29.08		-1.99	20-Sep-94
MW-4	29.08	31.07		
MW-4	29.08	31.60	-2.52	7-Jun-94
MW-4	29.08	33 14	-4.06	18-Feb-94
MW-4	29 08	33 90	-4 82	17-Nov-93
MW-4	29 08	33.47	-4.39	4-Aug-93
MW-4	29 08	33.98	-4 90	5-May-93

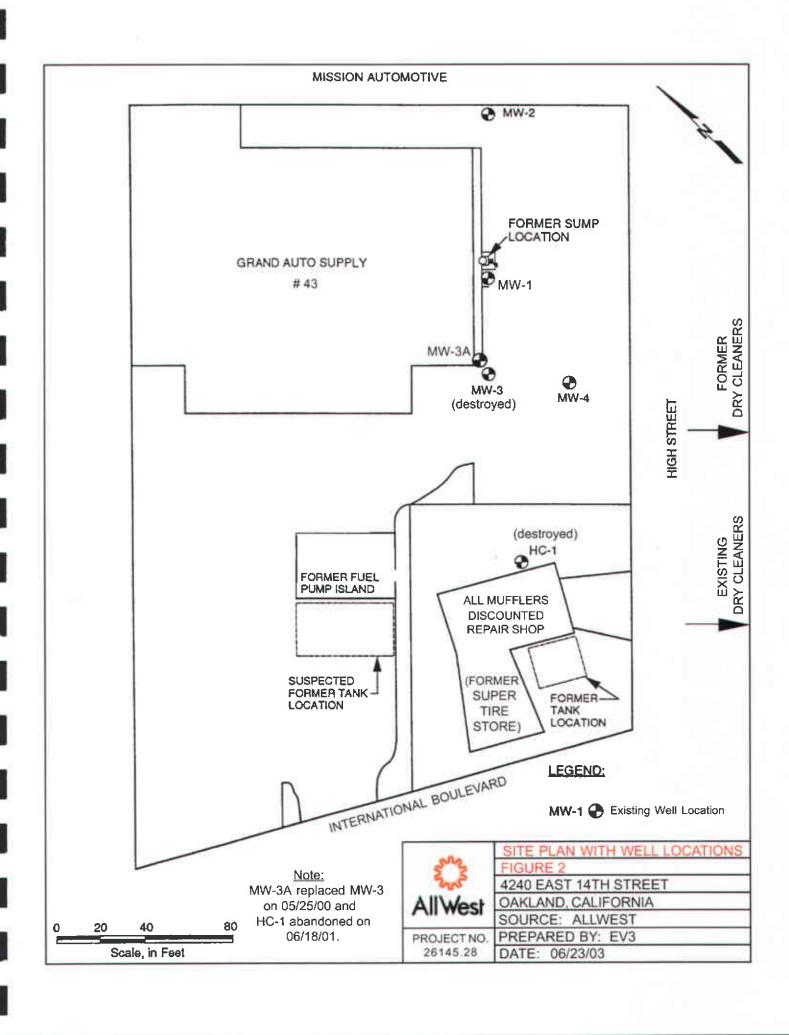
<sup>(1)</sup> Wells were resurveyed on September 27, 2006 to North America Vertical Datum 1988-Otrho. Mt (GEOID03)

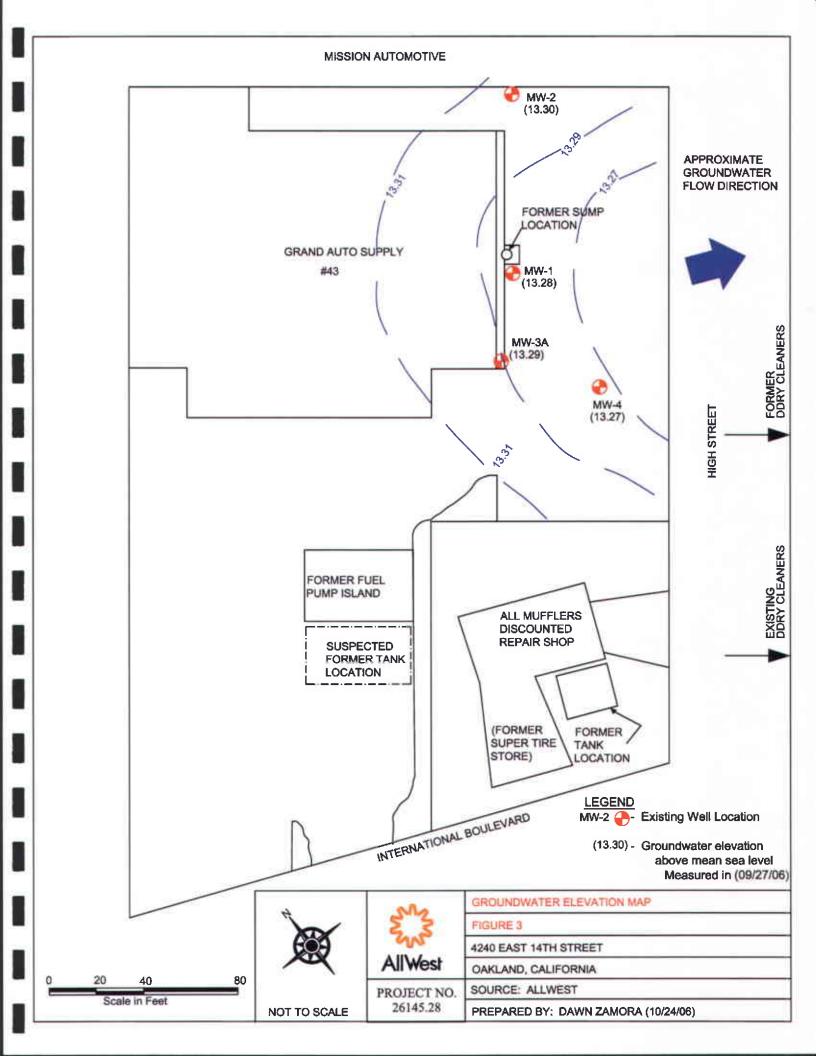
TABLE 3 - Summary of Groundwater Analytical Results

### 4240 East 14th Street, Oakland, California Project Number 26145.28 All results in parts per billion (ppb)

Location	POE	TCE	DCE	FREDN 12	Chlore- form	1.1.1-TCA	1,2-DCA	Vinyt Chloride	Carbon Tetrachiloride	TPH-g	All	Date
	110	15	6.7	21	0.83	ND	NO	ND	ND .	-NA	ND	27-8ep-
	140	19	5.9	69	ND:	ND ND	NO	ND	ND:	NA.	NO	23-3-5-0
	120	15	5.8	50	ND.	ND	ND	ND	ND.	NA.	NO.	15-May
	140	15	ND	ND	ND:	ND	ND	ND .	ND	-NA	ND	21-May-
	130	. 17	5.3	36	NO:	NO	ND	ND	ND	NA.	ND	19-Juny
	120	17	6.6	62	ND:	ND	ND	ND	ND	ND I	NO	4-Nov-9
	270	24	4.3	NR.	2.6	ND 1.3	NO 1.3	NO 1.3	ND	NR.	ND	10-May
	200	25	6.6	NR	1,4	ND 0.5	NO 0.5	ND 0.5	ND.	ND	ND	15-5ep-
	54	13.	9.7	NR	ND 1	ND:1	NO 1	ND 2	NO:	ND	ND	31-386-
	54	13	9.3	NR	ND 1	ND:1	NO.1	NO 2	ND	ND	ND	31-Jan-
	270	37	19	NR.	ND 5	ND 5	ND 5	ND 5	ND:	ND	ND ND	20-Sep-
MW-1	270	36	18	NR-	ND 5	ND 5	ND 5	ND 5	ND	ND I	ND	20-5ep
	200	28	25	NR	1.0	ND 0.5	ND 0.5	ND 0.5	ND:	ND	ND	7-Jun-0
	340	35	22	NR.	1.5	ND-0.5	NO 0.5	ND-0.5	NO	ND	ND	7-Jun-9
	200	25	12	NR		ND 0.5	NO 0.5	ND 0.5	ND:	ND	ND	18-Fab-
	230	28	15	NR.	1.8	ND 0.5	ND 0.4	ND 1	ND	ND	ND	17-Nov-
	290	23	10	NR:	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-l
	300	22	8.7	37	100.0	ND 0.5	ND 0.5	ND 1	NO	ND	ND	28-Apr-
		22					ND 0.5		ND	ND	ND	26-Apr-
	300	22	8.7	110	1.1	0,6		ND 1				
	220	28	14	NR	ND3	ND 3	ND 1	-	NO.	ND	ND	19-Jan-
	310	26	- 11	NR.	1.1	ND 0.5	ND 0.6		NO:	ND	ND	10-Sep-
	8.3	5.9	1.7	24	0.91	ND	ND	ND	1.9	NA.	NO.	27-Sep-
	3.7	11	3 .	60	ND	ND	0.53	ND.	ND	NA NA	ND	23-30-0
	2.9	12	2.9	56	ND	ND	0.83	ND:	ND	NA.	ND	15-May-
	0.3	4.7	0.84	44	NO.	ND	ND	ND	0.61	NA	ND	21-May-
	9.1	5.3	1 1	36	NO:	NO	ND	ND	0.83	NA	NO	19-Jun-
				55	ND ND	ND ND	NO	ND	2	ND	NO	4-Nov-
	7.6	8.1	1.9							NB NB	ND ND	
	7.2	- 51	13	NR:	ND 1	ND 1	ND 1	ND 1	ND NO			10-May
	6.3	52	17	NR.	ND 0.5	ND 0.5	ND 0.5	0.8	NO NO	ND	ND	15-Sep-
MW-2	6.5	69	17	NR	ND 0.5	ND 0.5	0.9	0.9	ND	ND	ND	15-Sep-
	5	- 60	17	NR	NO1	ND 1	ND 1	ND2	NO:	ND	ND	31-Jan-
	6	130	36	NR:	NO 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-
	6.9	120	31	NR	ND 0.5	ND 0.5	1.5	ND 0.5	ND .	ND	ND	7-Jun-l
	4.8	75	25	NR:	ND 0.5	ND 0.5	1,5	ND 0.5	ND	ND	ND	18-Feb
	6.1	32	6.7	NR	ND 0.6	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-
	7.2	110	22	NR:	ND 1.2	ND 1.2	ND 1.2	ND 24	NO	ND	ND	4-Aug-i
	7.5	32	8.5	31	0.9	0.6	0.6	ND 1	ND	ND	ND	26-Apr
	1 62	12	1 4.7	3.6	0.63	NO.	NO	ND:	ND	NA.	ND	27-Sep-
	63	12	2.4	8.3	ND	ND	NO	ND:	ND	NA.	ND	25-34-1
	130	16	ND	21	ND:	ND	ND	ND	ND	NA	ND	15-May
	120	15	ND	7.1	ND	ND	ND	NO	ND	NA.	ND	2-May-
	120	21	ND	ND	ND	ND	ND	ND:	ND	NA.	ND	19-Jun-
	150	24	14	14	ND	ND	ND	ND	ND	61	ND	4-Nov-
	160	26	7.2	NA.	ND 1	ND 1	NO 1	ND 1	ND	NR	ND	10-May
			6.2	NR	ND 0.5	ND 0.5	NO 0.5	ND 0.5	ND.	ND	ND	15-Sep-
AC-WM	170	26					ND 1	ND 5	ND	ND	ND	31-Jan-
	160	34	6.2	NR.	ND 1	ND 1						
	240	37	11	NR	ND 5	ND 5	NO 5	ND 5	ND	NO	ND	20-Sep
	160	34	8.3	NR.	0.6	0.0	ND 0.5	ND 0.5	ND	ND	ND	7-3an-6
	- 05	19	5	NA	0.7	ND-0.5	ND-0.5	ND 0.5	NO	ND	ND	16-Feb
	170	29	12	NR:	1.3	0.8	ND-0.5	ND 1	ND:	ND	ND	17-Nov
	170	28	ND 5	NR:	ND 5	ND 5	ND.5	ND 10	ND:	ND	ND-	4-Aug-
	79	21	9.7	35	ND 0.5	0.8	ND 0.5	ND 1	NO:	ND	ND	26-401
				-				ND 1	1.3	NA.	ND	-
	62	-7.8	1.4	13	1.1	NO.	ND	NO	1.3	NA.	ND	27-Sep
	62 23	7.8	1,4	13 26	1.1 ND	ND NO	ND ND	NO NO	1.3	NA NA	ND ND	27-Sep 23-Jul-
	62 23 120	7.8 3.7 7.7	1.4	13 26 16	1.1 NO	NO NO NO	ND ND ND	NO NO	1.3 0.5 ND	NA NA NA	ND ND ND	27-Sep 23-Jul- 15-May
	62 23 120 70	7.8 3.7 7.7 7.7	1.4 1 0.75 ND	13 28 16 18	ND ND ND	NO NO NO	ND ND ND	NO NO NO	1.3 0.5 ND ND	NA NA NA	ND ND ND	27-Sep 23-Jul- 15-May 21-May
	62 23 120 70 47	7.8 3.7 7.2 7.2 7.7	1.4 1 0.75 ND 1.2	13 26 16 18	1.1 NO NO NO	NO NO NO NO	ND ND ND ND	NO NO NO NO	1.3 0.5 ND NO	NA NA NA NA	ND ND NO NO	27-Sep 23-Jul- 15-May 21-May 19-Jun-
	62 23 120 70 47 61	7.8 3.7 7.2 7.2 7 10	1.4 1 0.75 ND	13 28 16 18 19 41	NO NO NO NO NO	NO NO NO NO NO	ND ND ND ND ND	NO NO NO NO NO	1.3 0.5 ND ND NO NO	NA NA NA NA NA	ND ND ND NO NO	27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov-
	62 23 120 70 47 61 190	7.8 3.7 7.2 7.7 7 10 22	1.4 1 0.75 ND 1.2 2.2 2.5	13 26 16 18 19 41 NR	1.1 NO NO NO NO NO NO	NO NO NO NO NO NO NO NO	ND ND ND ND ND ND ND	NO NO NO NO NO NO NO	1.3 0.5 ND NO NO NO	NA NA NA NA NA ND	ND ND ND NO ND ND	27-Sep 23-Jul- 15-May 21-May 19-Jun 4-Nov- 10-May
MW-4	62 23 120 70 47 61 190	7.8 3.7 7.7 7.7 7. 10 22 24	1,4 1 0,75 ND 1,2 2,2 2,5 4,4	13 28 16 18 19 41 NR	1.1 NO NO NO NO NO NO NO NO NO NO NO NO	NO NO NO NO NO NO NO NO 1.3	ND ND ND ND ND ND ND ND 1.3 ND 0.5	NO NO NO NO NO NO NO NO 1.3	1.3 0.5 ND NO NO NO NO	NA NA NA NA NA ND NR	NO N	27-Sep 23-Jul- 15-May 21-May 19-Jun 4-Nov 10-May 15-Sep
MW-4	62 23 120 70 47 61 180 160	7.8 3.7 7.7 7.7 7 10 22 24 20	1,4 1 0,75 ND 1,2 2,2 2,5 4,4 4,7	13 26 16 18 19 41 NR NR	1.1 NO NO NO NO NO NO NO NO NO NO NO NO NO	NO NO NO NO NO NO NO NO NO 1.3 NO 0.5	ND ND ND ND ND ND ND ND 1.3 ND 0.5 ND 1	NO NO NO NO NO NO NO NO NO NO NO NO NO N	1.3 0.5 ND NO NO NO NO NO	NA NA NA NA NA ND NR NO NO	ND NO	27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-Sep 21-Jan
MW-4	62 23 120 70 47 61 180 180 140 220	7.8 3.7 7.7 7.7 7 10 22 24 20 32	1,4 1 0,75 ND 1,2 2,2 2,5 4,4 4,7 5	13 28 16 18 19 41 NR NR NR	1.1 NO NO NO NO NO NO NO NO NO NO NO NO NO	NO NO NO NO NO NO NO NO NO NO NO NO NO N	ND ND ND ND ND ND ND ND ND ND ND ND ND N	NO NO NO NO NO NO NO NO NO NO NO NO NO N	1.3 0.5 ND NO NO NO NO NO NO NO	NA NA NA NA NA ND NR ND ND NO	NO N	27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-Sep 31-Jan- 20-Sep 20-Sep
MW-4	62 23 120 70 47 61 180 160 140 220	7.8 3.7 7.7 7.7 7 10 22 24 20 32 28	1,4 1 0,75 ND 1,2 2,2 2,5 4,4 4,7 5	13 28 16 18 19 41 NR NR NR NR	1.1 NO NO NO NO NO NO NO NO NO NO NO NO NO	NO NO NO NO NO NO NO NO NO NO NO NO NO N	ND ND ND ND ND ND 1.3 ND 1.3 ND 0.5	NO NO NO NO NO NO NO NO NO NO NO NO NO N	1.3 0.5 ND ND NO NO NO NO NO NO NO	NA NA NA NA ND ND ND ND NO NO	ND N	27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-Sep 21-Jun- 20-Gep 7-Jun-
MW-4	62 23 120 70 47 61 180 180 140 220 140 120	7.8 3.7 7.7 7.7 7 10 22 24 20 32 28 31	1.4 1 0.75 ND 1.2 2.2 2.5 4.4 4.7 5 7.1 8	13 26 16 18 19 41 NR NR NR NR	1.1 NO NO NO NO NO NO NO NO NO NO NO NO NO	NO NO NO NO NO NO NO NO NO NO NO NO NO N	ND ND ND ND ND ND ND 1.3 ND 0.5 ND 0.5 ND 0.5	NO NO NO NO NO NO NO NO 1.3 NO 0.5 NO 0.5 NO 5 NO 0.5	1.3 0.5 ND ND NO NO NO NO NO NO NO NO NO NO NO NO NO	NA NA NA NA NA ND NR ND ND ND ND ND ND	20 20 20 20 20 20 20 20 20 20 20 20 20 2	26-Apt- 27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-Sep 21-Jan- 20-Sep 7-Jun- 18-Feb
MW-4	62 23 120 70 47 61 180 160 140 220	7.8 3.7 7.7 7.7 7 10 22 24 20 32 28	1,4 1 0,75 ND 1,2 2,2 2,5 4,4 4,7 5 7,1 8 6,6	13 28 16 18 19 41 NR NR NR NR NR	1.1 NO NO NO NO NO NO NO 1.3 NO 0.5 NO 1 NO 0.5 1.9	NO NO NO NO NO NO NO NO NO 1.3 NO 0.5 NO 1 NO 0.5 NO 1 NO 0.5	ND ND ND ND ND ND 1,3 ND 1,3 ND 0,5 ND 0,5 ND 0,5 ND 0,5 ND 0,5	NO NO NO NO NO NO NO 1,3 NO 1,3 NO 9,5 NO 9,	1.3 0.5 ND ND ND NO NO NO NO ND ND ND ND ND ND ND ND ND ND ND ND ND	NA NA NA NA NA ND ND NO NO NO NO NO	ND N	27-Sep 23-Jul- 15-May 21-May 19-Jun- 10-May 15-Sep 21-Jan- 20-Sep 7-Jun- 18-Feb 17-Nov
MW-4	62 23 120 70 47 61 190 160 160 220 140 220 140 120 67	7.8 3.7 7.7 7.7 7.9 10 22 24 20 32 28 31 20 16	1,4 1,0,75 ND 1,2,2,2,2,5 4,4,4,7 5,7,1,8 8,6,6 ND 5	13 26 16 18 19 41 NR NR NR NR	1.1 NO NO NO NO NO NO 1.3 NO 0.5 NO 1 NO 5 0.9 1,9 1	NO NO NO NO NO NO NO NO 1.3 NO 0.5 NO 0.9 0.7 NO 0.5 NO 0.9	ND N	NO NO NO NO NO NO NO 1,3 NO 1,3 NO 0,5 NO 0,5 NO 0,5 NO 0,5 NO 0,5 NO 0,5 NO 0,5 NO 10	1.3 0.5 ND ND NO NO NO NO NO NO NO NO NO NO NO NO NO	NA N	ND N	27-Sep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-Sep 21-Jun- 20-Sep 7-Jun- 18-Feb 17-Nov- 4-Aug-
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MW-4	62 23 120 70 47 61 190 140 220 67 110 78	7.8 3.7 7.7 7.7 7.0 10 22 24 20 32 28 31 20 16	1,4 1 0,75 ND 1,2 2,2 2,5 4,4 4,7 5 7,1 8 6,6 ND,5	13 26 16 18 19 41 NR NR NR NR NR NR NR NR	1,1 NO NO NO NO NO NO NO 13 NO 0.5 NO 1 NO 0.5 NO 1 NO 0.9 1,9 1 NO 0.6	NO NO NO ND ND NO NO 1.3 NO 1.3 NO 0.5 NO 1.7 NO 0.5 NO 0.5	ND N	NO N	1.3 0.6 ND ND NO NO NO NO NO NO NO NO NO NO NO NO NO	NA NA NA NA NA NA NA NA NA NA NA NA NA N	ND N	27-Sep 23-July 15-May 21-May 19-Jun 4-May 15-Sep 31-Jun 20-Sep 7-Jun 18-Feb 17-Nux 4-Aug 36-Apr
MW-4	62 23 120 70 47 61 180 160 140 220 140 120 78	7.8 3.7 7.7 7.7 7.7 10 22 24 20 32 28 31 20 16 17	1.4 1 0.75 ND 1.2 2.2 2.5 4.4 4.7 5 7.1 8 6.6 ND 5 3.9	13 28 16 18 18 18 41 NR NR NR NR NR NR NR NR NR NR NR	1.1 ND ND ND ND ND 1.3 ND 0.5 ND 0.5 ND 5 ND 5 ND 6 ND 5 ND 6 ND 6 ND 6 ND 6 ND 6 ND 6 ND 6 ND 6	NO NO NO NO NO NO NO 1.3 NO 1.3 NO 1.5 0.9 0.7 NO 0.5 NO 0.5 NO 0.5 NO 0.5	ND N	NO N	1.3 0.5 ND ND NO NO NO NO NO NO NO NO NO NO NO NO NO	NA NA NA NA NA NA NA ND ND ND ND ND ND ND ND ND ND ND ND ND	ND N	27-5ep 23-Jul- 15-May 21-May 19-Jun- 4-Nov- 10-May 15-5ep 20-5ep 7-Jun- 18-Feb 17-Nov- 4-Aug- 28-Apr
MW-4	62 23 120 70 47 61 180 140 220 140 120 67 110 78	7.8 3.7 7.7 7.7 7.3 7 10 22 24 20 32 28 31 20 16 17	1,4 1 0,75 ND 1,2 2,5 2,5 4,7 5 7,1 8 6,6 ND,5 3,9	13 28 16 18 19 14 18 19 18 19 NR NR NR NR NR NR NR NR NR NR NR NR NR	1.1 ND ND ND ND ND 1.3 ND 0.5 ND 1.5 ND 0.5 1.9 1 ND 0.6 ND 1.9 ND 0.6 ND 1.9 ND 0.6 ND 1.9 ND 0.6 ND 0.6 N	ND ND ND ND 1.3 ND 0.5	ND N	ND ND ND ND S ND 1 ND 1 ND 1 ND 1 ND 1 N	1.3 0.5 ND ND NO NO NO NO ND ND ND ND ND ND ND ND ND ND ND ND ND	NA NA NA NA NA NA NA ND ND ND ND ND ND ND ND ND ND ND ND ND	ND N	27-5ep 25-hal 15-May 21-May 16-Jun 16-Jun 15-Sep 31-Jun 20-Sep 7-Jun- 18-Feb 17-Nux 4-Aug 21-Aug 21-Aug 10-May 10-
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MW-4	62 23 120 70 47 61 180 180 140 250 140 27 110 200 170 120 120 120 120 120 120 120 120 120 12	7.8 3.7 7.7 7.7 7.7 7.7 10 22 24 20 32 28 31 20 16 17 27 27 27 27 27 42	1,4 1 0,75 ND 1,2 2,5 2,5 4,7 5 7,1 8,6 ND,5 3,9 8,7 13	13 20 16 18 18 18 41 NR NR NR NR NR NR NR NR NR NR NR NR NR	1.1 ND ND ND ND ND 1.3 ND 0.5 ND 1.3 ND 0.5 0.9 1.1 ND 5 0.9 1.1 ND 5 0.8 ND 1.3 ND 0.5 ND 1.3 ND 0.5 ND 0.	NO N	ND N	ND N	1.3 0.5 ND ND ND ND ND ND ND ND ND ND ND ND ND	NA NA NA NA NA ND ND ND ND ND ND ND ND ND ND ND ND ND	ND N	27-5ep 23-Jul- 15-May 21-May 21-May 19-Jun- 10-May 15-Sep 20-Sep 7-Jun- 18-Feb 17-Nuv 4-Aug- 20-Sep 4-Nuv 10-May 1
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McCampbell A "When Qual		Web: www		CA 94565-1701 nain@mccumpbell.com 923-252-9269
All West Environmental, Inc	Client Project ID: #2614	5.28; Paccar	Date Sampled:	09/27/06
530 Howard Street, Ste. 300			Date Received:	09/28/06
	Client Contact: Richard C	Barlow	Date Reported:	10/05/06
San Francisco, CA 94105	Client P.O.:	-	Date Completed:	11/08/06

Work Order: 0609589

November 08, 2006

RE: Dichlorodifluoromethane Results.

Dichlorodifluoromethane results were incorrectly reported due to a poorly manufactured calibration standard. The new Dichlorodifluoromethane calibration was performed on October 16th using a fresh Dichlorodifluoromethane standard. Since the samples were out of holding time on October 16th, the first analytical run on October 3rd was re-quantitated against the new calibration curve and the newly obtained concentrations were reported as estimated values.

### McCampbell Analytical, Inc.

"When Quality Counts"

All West Environmental, Inc

Client Project ID: #26145.28; Paccar

Date Sampled: 09/27/06

Date Received: 09/28/06

Client Contact: Richard Garlow

Date Extracted: 10/04/06-10/05/06

Client P.O.:

Date Analyzed: 10/04/06-10/05/06

### Halogenated Volatile Organics by P&T and GC-MS (8010 Basic Target List)\*

Extraction Method: SW5030B Analytical Method: SW8260B Work Order: 0609589

Extraction Method: SW5030B	Ana	alytical Method: SW8260	)B		Work Order:	0009369
Lab ID	0609589-001A	0609589-002A	0609589-003A	0609589-004A	Reporting	Limit for
Client ID	MW-1	MW-2	MW-3	MW-4	DF	
Matrix	w	w	w	W	S	w
DF	1	1	1	1	3	
Compound		Conc	entration		μg/kg	μg/L,
Bromodichloromethane	ND	ND	ND	ND	NA NA	0.5
Bromoform	ND	ND	ND	ND	NA	0.5
Bromomethane	ND	ND	ND	_ND_	NA	0.5
Carbon Tetrachloride	ND	1.9	ND_	1.3	NA	0.5
Chlorobenzene	ND	ND	ND	ND	NA	0.5
Chloroethane	ND	ND	ND	ND	NA	0.5
2-Chloroethyl Vinyl Ether	ND	ND	ND	ND	NA.	1.0
Chloroform	0.83	0.91	0.83	1.1	NA	0.5
Chloromethane	ND ND	ND	ND	ND	NA	0.5
Dibromochloromethane	ND	ND	ND	ND	NA	0.5
1.2-Dichlorobenzene	ND ND	ND	ND	ND	NA	0.5
1.3-Dichlorobenzene	ND	ND	ND	ND	NA	0.5
1,4-Dichlorobenzene	ND	ND	ND.	ND	NA_	0.5
Dichlorodifluoromethane	21,p	24.p	3.6.p	13,p	NA	0.5
1.1-Dichloroethane	ND ND	ND ND	ND	ND	NA	0.5
1,2-Dichloroethane (1,2-DCA)	ND	ND	ND	ND	NA	0.5
1.1-Dichloroethene	ND	ND	ND	ND	NA	0.5
cis-1.2-Dichloroethene	8.7	1.7	4.7	1.4	NA _	0.5
trans-1,2-Dichloroethene	ND ND	ND	ND	ND	NA	0.5
	ND	ND	ND	ND	NA	0.5
1,2-Dichloropropane	ND ND	ND	ND	ND	NA	0.5_
cis-1,3-Dichloropropene	ND	ND	ND	ND	NA	0.5
trans-1,3-Dichloropropene	ND	ND	ND	ND	NA _	0.5
Methylene chloride 1.1.2.2-Tetrachloroethane	ND	ND	ND	ND	NA	0.5
	110	8.3	83	62	NA	0.5
Tetrachloroethene I.I.I-Trichloroethane	ND ND	ND ND	ND	ND	NA	0.5
	ND ND	ND ND	ND	ND	NA	0.5
1,1,2-Trichloroethane	15	5.9	12	7.8	NA	0.5
Trichlanding	ND 13	ND	ND	ND	NA	0.5
Trichlorofluoromethane	ND ND	ND	ND	ND	NA	0.5
Vinyl Chloride	<u>. L _:</u>	urrogate Recover				
%SS1:	110	110	112	113		
	102	105	99	102		
%SS2:	102	102	102	104	<del> </del>	
%SS3:	102	104		_;	<del></del>	

\* water and vapor samples are reported in µg/L, soil/sludge/solid samples in mg/kg, product/oil/non-aqueous liquid samples and all TCLP & SPLP extracts are reported in mg/L, wipe samples in µg/wipe.

ND means not detected above the reporting limit; N/A means analyte not applicable to this analysis

# surrogate diluted out of range or surrogate coelutes with another peak.

h) lighter than water immiscible sheen/product is present; i) liquid sample that contains greater than ~1 vol. % sediment; j) sample diluted due to high organic content/matrix interference; k) reporting limit near, but not identical to our standard reporting limit due to variable Encore sample weight; m) reporting limit raised due to insufficient sample amount; n) results are reported on a dry weight basis; p) see attached narrative.



<del></del>	McCAM	PBELL	ANAI	YT'	CA	LI	NC	···											(	CH	Al	IN	O	r (	JU.	SI	$\mathbf{O}$	DY	/ R	Œ	CO	RI	)		<b>.</b>
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Company: Allu	lest													-	1		<u>.</u>											ŀ							
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Project Location: Sampler Signatur	Oak lane	LICA												-	8		SET	Ę.	1	8		칡	I		EPA 625 / 8270 / 8310			60				- 1	ı		
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SAMPLE ID	LOCATION			# Containers	Type Containers										BTEX & TPH	TPH as Diesei	ğ	ğ	EPA 601 / 8010	ğ	EPA 608 / 8080	8/8	7 / 5	EPA 625 / 8270	PAH's / PNA's by	CAM-17 Merais	LUFT 5 Merals	240							
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Mw-1 4		9/4/10	12:20									<u>x</u>	- -	-  -	_ -	- ·		-						X											
MW-2 (h)	Park Lot	7/11/05	12:14	7	N564	12					- 1	×		- -	$\top$	寸	7		_[					x									]		
MW-3 (2)	Park Lat	4/1/1/20	<u> </u>	<del>7</del>	VOA			-		-	- 1	<u>^</u>	- -	- -		十								×			-			[					
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CSS ENVIRONMENTAL SERVICES, INC.
Managing Cost, Scope and Schedule
100 Galli Drive, Suite 1
Novato, CA 94949
Telephone: (415) 883-5203
Facsimile: (415) 883-5204

### **FACSIMILE TRANSMITTAL**

DATE:

October 6, 2006

TO

Mike Siembieda

415-391-2008 - 2 Pages

AllWest Environmental, Inc.

FROM:

Aaron N. Stessman, PE REA

RE:

Survey Results for 4240 E 14th St, Oakland

Mr. Siembieda,

Attached please find the report for our completed survey. Please send me the Global ID for the site and your email address and we will issue the GEO\_XY and GEO\_Z files. Also, don't forget to send me a map of your Pleasant Hill site so I can quote you a price to survey that one too. My email address is:

aaron@cssenvironmental.com

Thanks for your business!

CSS ENVIRONMENTAL SERVICES, INC. Managing Cost, Scope and Schedule 100 Galii Drive, Suite 1 Novato, CA 94949

Telephone: (415) 883-6203 Facsimile: (415) 883-6204

### Site Positions

CSS Project 6416 - All West, Oakland 4240 E 14th Street, Oakland

Survey Date: 9/26, 9/27/06 Horizontal Coordinate System: North American 1983-CONUS North American Vertical Datum 1988-Ortho. Ht. (GEOID03)

Height System:

6416 All West Oakland.spr

Project file: Desired Horisontal Accuracy:

0.100Ft + 1ppm

Desired Vertical Accuracy:

0.100Ft + 2ppm

Confidence Level:

95% Err.

		_,		
Linear	Units	o£	Messure:	

Int. Feet

	Site ID	Site Descriptor		Position	95% Ezror	Fix Status	Position Status
1	MW-4	Tem-1 on n Rim		6' 22.17785" N 2' 52.25322" W	0.015 0.017		Adjusted
		n rim well location n toc	Elv.	35.54. 35.08	0.037		
2	AE-WM	NR WELL LOC		6' 22.51451" N 2' 52.55396" W	0.020		Adjusted
		n rim well location n toc	Elv. Elv.	37.03 36.71	0,121		
3	0882	MCNUMENT HT0882	Lon. 122° 1	6' 48.04137" N 7' 53.51060" W	0.000	Fixed Fixed	Adjusted
4	3014	MONUMENT AA3814		9.131 4′ 59.75783″ N 2′ 18.11826″ W	0.000	Fixed Fixed Fixed	Adjusted
		·	Lon. 122° 1 Elv.	11.581	0.000	Fixed	
5	MW-1	NR WELL LOCATION N TOC	Lat. 37° 4 Lon. 122° 1 Elv.	•	0.067 0.075		Adjusted
6	MW-2	TEM-2 ON N RIM		6′ 23.26572″ N	0.055		Adjusted
		N RIM WELL LOCATION N TOC	Elv. Elv.	36. <b>6</b> 8 36.43		SO PROF	TESTALL S

### CSS ENVIRONMENTAL SERVICES, INC.

Managing Cost, Scope and Schedule 100 Galli Drive, Suite 1 Novato, CA 94949 Telephone: (415) 883-6203 Facsimile: (415) 883-6204

### Site Positions

CSS Project 6416 - All West, Oakland 4240 E 14th Street, Oakland

Horizontal Coordinate System:

Survey Date: 9/26, 9/27/06

Height System:

North American 1983-CONUS North American Vertical Datum 1988-Ortho. Ht. (GEOID03)

6416 All West Oakland.spr

Project file: Desired Horizontal Accuracy:

0.100Ft + 1ppm

Desired Vertical Accuracy:

0.100Ft + 2ppm

Confidence Level:

95% Err.

Linear Units of Measure:

Int. Feet

	Site ID	Site Descriptor	Position	95% Error	Fix Position Status Status
1	MW-4	TEM-1 ON N RIM N RIM WELL LOCATION N TOC	Lat. 37° 46′ 22.17785″ N Lon. 122° 12′ 52.25322″ W Elv. 35.54 Elv. 35.08	0.015 0.017 0.037	Adjusted
2	MW-3A	NR WELL LOCATION N TOC	Lat. 37° 46′ 22.51451″ N Lon. 122° 12′ 52.55396″ W Elv. 37.03 Elv. 36.71	0.020	Adjusted
_ 3	0882	MONUMENT HT0882	Lat. 37° 46′ 48.04137″ N Lon. 122° 17′ 53.51060″ W Elv. 9.131	0.000 0.000 0.000	Fixed Adjusted Fixed Fixed
4	3814	MONUMENT AA3814	Lat. 37° 44′ 59.75783″ N Lon. 122° 12′ 18.11826″ W Elv. 11.581	0.000	Fixed Adjusted Fixed Fixed
5	M₩-1	NR WELL LOCATION N TOC	Lat. 37° 46′ 22.79435″ N Lon. 122° 12′ 52.14743″ W Elv. 36.83 Elv. 36.55	0.067 0.075	Adjusted
6	MW-2	TEM-2 ON N RIM N RIM WELL LOCATION N TOC	Lat. 37° 46′ 23.26572″ N Lon. 122° 12′ 51.42548″ W Elv. 36.68 Elv. 36.43	0.055 0.050	Adjusted PROFESSIONAL STESS

# Appendix B

Project No.:	2614	5.28			CAIC - GUD		f
Well No.: 1	JW-1	<del>-</del>	Well Lo	cation: 42	40 Intruct	ion Blud, Oakland	, J
Well Depth:	43	<u></u> (ft.)	(	Casing Diam	eter: 4	(in.) (0.653 5°/	F+)
Depth to W	ater: <u>23</u>				1/06 Time		
Water Colu	mn in W	ell: <u>[9.7</u> ]	<u>3</u> (ft.) <b>&gt; .653</b> \	Well Volum	e: <u>/2.88</u> (g	gal.) × 3 = 38.2	Purge Vol-
					cness:	·	
Purging Me	thod: H	and Pump _	Subme	ersible Pum	Baile	er Other	<del>=</del>
Time	pН	Conduc. (µS)	Temp. (°C)	Water Level	Volume Removed	Remark	
12:12	6.6	973	76.4		34		-
12:14	6.7	943	74.3		37		
12:15	6.7	937	73.4		40	1	
12:17	6.9	939	73,2		47		
				1	<u> </u>		-
<b>5</b>	Tima			Purging St	op Time:		
		:				vater?	
		ged:	-				
					ime:		
Sampling	Method:	Teflon Bail	er	Disposable	Bailer	Sampling Pump	_
Sample C	Collected:	12:30	3		Sample 1	io : <u>Mw-/</u>	
Remark:							_
							_
						,	
				Date/Titt	ie: 9/27	06	

7

	. 2410	5.28	Project I	Vame: 740	CAR - GW	-06	
			Wallia	ration: 42°	10 Intruct	ion Blud, Oakland	CA.
'ell No.: _	<u> </u>	<u> </u>	Well Fo			(in ) (0.653 5°/F	<b>,</b> )
ell Depth	: <u>45</u>	(ft.)	(	Casing Diam	eter:	(in.) (0.653 5°/F	,
epth to W	ater: <u>33</u>	<u>, 13_</u> (ft.)	I	Date: 9/27	/06 Time	=: <u>8/3/</u>	. •
Jater Colu	mn in W	ell: <u>21,8</u>	<u>?</u> (ft.) <b>x .653</b> °	Well Volum	e: <u>14,28</u> (§	gal.) × 3 = 42.8 P.	ruge Uc
					cness:		
urging Me	ethod: H	and Pump _	Subme	ersible Pump	Baile	r Other	<b>=</b> 1
Time	pH	Conduc.	Temp. (°C)	Water Level	Volume Removed	Remark	
	77				35		
10:00	7.2 7.2		67.9		40		
10:03		809			43		<u>.</u>
10:05	7.2	837	6	28.6	44		_
10107	1 4.2						_
							_
				1.			
	1						
Purging S	Start Time	à:		Purging St	op Time:		
Total Vol	lume Purs	zed:	(gal.	.)	Well Dew	/ater?	
					ime:		
Sampling	Method:	Teflon Bail		Dizbozanie	Dane:	Sampling Pump	
Sample (	Collected:		10:16		Sample 5	ic.:Mw-2	
Remark:							
	_						-
							-
Co.—-1-				Date/Tim	ne: 9/27	06	
2 artifitet	•			_			•

Project No.:	2614	5.28	Project l	Vame: <u> </u>	-CAK - GW		ČΔ
Well No.:	MW-3	<u>}</u>	Well Lo	cation: <u>42</u>	40 Intruct	ion Blud, Oakland	7
Wall Danth	. 41	(ft.)		Casing Diam	eter: 4	(in.) (0.653 5°°/F	•)
Death to W	fater: 23	3,4 <u>2</u> (ft.)	I	Date: <u>9/27</u>	1/06 Time	2: <u>0.849</u>	
Water Colu	ımın in W	ell: <i>17,5</i> 8	_ (ft.)¥ <b>.65</b> 3	Well Volum	e: <u>11,48</u> (g	gal.) × 3 = <u>34, 4</u> Pu	irge Vol.
Odor?		Free Produ	ict? Shee	<u>Λ</u> Thick	kness:	<del></del>	
Purging M	ethod: H	and Pump_	Subme	ersible Pum	Baile	r Other	1
Time	pН	Conduc. (µS)	Temp. (°C)	Water Level	Volume Removed	Remark	
10.47	2.1	566	10.1		30_	1	
10:49	7,0	560	10.1		33		
10:51	7.0	565	703		35		<u> </u>    -
10.52	7.2	559	70.0		38		
				<u> </u>			
				<u> </u>			==
<b>.</b>				Purging St	op Time:		
		e:	_		•	•	
						vater?	
					ime:		
Sampling	g Merhod:	Teflon Bail	er	Disposable	Bailer	Sampling Pump	
Sample (	Collected:	10:5	8		Sample N	ic.: <u>Mw-3</u>	
Kemarx.							•
							_
							-
				Doro/Tirr	e. 9/27	106	

Project No.: 26145-28			Project Name: VACCAR - 6W-06						
Well No.: MW-			Well Lo	Well Location: 4240 Intrustion Blue, Oakland Ca					
Well Depth: <u>45</u> (ft.)				Casing Diameter: 4 (in.) (0.653 5°/F+)					
Depth to W	Vater: <u>Al</u>	<u>8  </u> (ft.)			1/06 Time				
Water Colu	ımın in W	ell: <u>23.19</u>	_ (ft.) <b>&gt; ,653</b>	Well Volum	e: <u>15,14</u> (g	gal.) × 3 =	45,4 Pm	rge Vol.	
					cness:				
Purging M	ethod: H	and Pump _	Subm	ersible Pumj	Baile	rOthe	er	I	
Time	pН	Conduc. (µS)	Temp. (°C)	Water Level	Volume Removed	Remark			
11'.30	7-1	849	70.6		35				
11:32	7.1	854	71.2		40	<u> </u>			
11:33	2.1	852	70.9		42	<u> </u>			
11:36	2.0	851	70.9	· .	47	<u>                                       </u>	<u>.</u>		
	, ,			<u> </u>					
	<u> </u>		<u> </u>	<u> </u>					
					<u> </u>			<u>1</u>	
Puroino S	Start Time	·		Purging St	op Time:				
					Well Dew		<u> </u>		
					me:				
					Bailer		'ump		
					Sample N				
<del></del>									
s .				Date/Tim	e: 9/27	06			

### **Groundwater Sampling Procedures**

.Prior to groundwater sampling, the wells will be purged. Prior to well purging, an electric water depth sounder will be lowered into the well casing to measure the depth to the water to the nearest 0.01 feet. A polyethylene bailer will then be lowered into the well casing and partially submerged. Upon retrieval of the bailer, the surface of the water retained in the bailer will be carefully examined for any floating product or product sheen.

After all initial measurements are completed and recorded, the well will be purged by a bailer or submersible pump. A minimum of 3 well volumes (or as conditions allow) of groundwater will be purged, and groundwater characteristics (temperature, pH and conductivity) monitored at each well volume interval. Purging is considered complete when indicators are stabilized (consecutive readings within 10% of each other) and the purged water is relatively free of sediments.

Groundwater sampling will be conducted after the water level has recovered to at least 80% of the initial level, recorded prior to purging. The groundwater sample will be collected by a disposable bailer. Upon retrieval of the bailer, the retained water will be carefully transferred to appropriate sample bottle furnished by the analytical laboratory. All sample bottles for volatile organic analysis will have a Teflon lined septum/cap and be filled such that no headspace is present. Then the sample bottles will be labeled and immediately placed on ice to preserve the chemical characteristics of the sample.

To prevent cross contamination, all groundwater sampling equipment that comes in contact with the groundwater will be thoroughly decontaminated prior to sampling. A disposable bailer will be used to collect the groundwater samples. All well development and purging water will be temporarily stored at the property in 55-gallon drums, awaiting test results to determine the proper disposal method.

# Appendix C



### APPLICATION FOR AUTHORIZATION TO USE

REPO	ORT TITLE:	2006 Biennial C Grand Auto #43 4240 Internation Oakland, Califo	nal Boulevard (			·		
То:	AllWest Enviro 530 Howard St San Francisco	reet, Suite 300						
From	(Applicant):	(Please clearly ide permission to use			on/entity	applying fo	·	
Ladies	and Gentlemen:							
		iich you wish to rely up	oon the work prod	uct)				
Applicall proissued please our sign or term	ant only can acce visions in the Ter t by AllWest shall e sign below and gned letter will be ns. : A \$750 coordin duction fee, we wi	ept and rely upon AllW ms and Conditions att I be subject to the limi return one copy of this returned. AllWest ma ation and reliance fee. If reissue the report in	est work product ached to the reportations stated in the letter to us along by withhold permis payable in advanthe name of the A	under the stri rt. Every repone Agreement with the appli sion at its soluce, will apply Applicant; the	ct unders ort, recorr and sub- icable fee e discreti	standing that nmendation ject report( es. Upon re on or requi	at Application, finding s). If this eceipt ar re additional	ant is bound , or conclusic is agreeable id if acceptab onal re-use for
Applicall proissued please our sign or term	ant only can acce visions in the Ter t by AllWest shall e sign below and gned letter will be ns. : A \$750 coordin duction fee, we wi	ept and rely upon AllW ms and Conditions att I be subject to the limi- return one copy of this returned. AllWest ma ation and reliance fee, Il reissue the report in ned if your request for	est work product ached to the reportations stated in the letter to us along by withhold permis payable in advanthe name of the A	under the stri rt. Every repone Agreement with the appli sion at its soluce, will apply Applicant; the	ct unders ort, recorr and sub- icable fee e discreti	standing that mendation ject report( es. Upon re on or requi	at Application, finding s). If this eceipt ar re additional	s is agreeable and if acceptate on al re-use for \$75 report main the same
Applicall professional please our sign or term	ant only can acce visions in the Ter I by AllWest shall e sign below and gned letter will be ns. : A \$750 coordin duction fee, we wi ecks will be return	ept and rely upon AllW ms and Conditions att I be subject to the limi- return one copy of this returned. AllWest ma ation and reliance fee, Il reissue the report in ned if your request for TED BY	est work product ached to the reportations stated in the letter to us along by withhold permis payable in advanthe name of the A	under the stri rt. Every repone Agreement with the appli sion at its soluce, will apply Applicant; the	ct unders ort, recom and sub cable fee e discreti If desire report da	standing that mendation ject report( es. Upon re on or requi	at Application, finding s). If this eccipt ar re additional er, will reserved.	ant is bound , or conclusic is agreeable id if acceptat onal re-use for \$75 report main the sam
Applicall proissued please our sign or term	ant only can acce visions in the Ter I by AllWest shall e sign below and gned letter will be ns.  : A \$750 coordin duction fee, we we ecks will be return	ept and rely upon AllWms and Conditions att I be subject to the limiteturn one copy of this returned. AllWest mation and reliance fee II reissue the report in ned if your request for TED BY	est work product ached to the reportations stated in the letter to us along by withhold permis payable in advanthe name of the A	under the stri rt. Every repone Agreement with the appli sion at its soluce, will apply Applicant; the	ct unders ort, recom and sub cable fee e discreti If desire report da	standing that mendation ject report( es. Upon re on or requi	at Application in the second are additional are, will resourced by the second are additional are, will resourced by the second are additional	ant is bound , or conclusion is agreeable and if acceptable onal re-use for \$75 report main the sam al, Inc.

PROJECT NUMBER: PROJECT NAME:

26145.28

2006 Biennial Groundwater Monitoring Report

Grand Auto #43

4240 International Boulevard (East 14th Street)

Oakland, California

### GENERAL CONDITIONS TO THE WORK AUTHORIZATION

### **AGREEMENT**

It is hereby agreed that the Client retains AllWest to act for and represent it in all matters set forth in the Work Authorization attached hereto (the "Work"). Such contract of retainer shall be subject to and is conditioned upon the following terms, conditions, and stipulations, which terms, conditions and stipulations will also apply to any further agreements, purchase orders, or documentation regarding the Work unless modified by a writing signed by both Parties to this Agreement. Signature by client on work authorization constitutes agreement with General Conditions as stated here.

It is recognized and agreed that AllWest has assumed responsibility only for making the investigations, reports and recommendations to the Client included within the Scope of Work. The responsibility for making any disclosures or reports to any third party and for the taking of corrective, remedial, or mitigative action shall be solely that of the Client.

### REIMBURSABLE COSTS/INTEREST AND ATTORNEYS FEES

Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone and other related expenses, as well as the costs of reproduction of all drawings for the Client's use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors, and soil and other materials testing. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to AllWest shall be invoiced by AllWest on the basis of cost plus twenty percent (20%). Automobile travel reimbursement shall be at the rate of forty-five cents (\$.45) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.2 times the direct cost to AllWest. Any rates set forth in this Agreement are subject to reasonable increases by AllWest upon giving thirty days' written notice to Client. Reimbursable costs will be charged to the client only as outlined in the attached proposal if the work is a for Phase I Environmental Site Assessment. Client knowingly and willingly agrees to pay interest on the balance of on unpaid invoices overdue more than 30 days at a rate of 18% per amnum and all attorney fees incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its discretion.

### WARRANTY AND LIMITATION OF LIABILITY

2. AllWest hereby warrants that it will perform the Work with the usual degree and standard of care and skill observed by members of AllWest's profession in the same geographic area on projects of the type engaged in by AllWest. Client's sole remedy under this Agreement against AllWest or any of its employees or independent contractors shall be to request that AllWest repeat or correct any of the Work performed by AllWest which fails to meet these standards. The financial liability of AllWest, including its employees and independent contractors including attorney fees, shall not exceed the dollar value of this contract and shall be limited to direct damages. All other damages such as loss of use, profits, anticipated profits and like losses are consequential damages for which neither AllWest nor its employees or independent contractors are liable. Client hereby releases AllWest from all liability and damage incurred by the Client or other person which are associated with the services provided by AllWest, or the employees, agents, contractors or subcontractors of AllWest, under this Agreement.

Further, Client hereby releases AllWest from any and all liability for risks or damages to the Project site. AllWest assumes no liability or duties regarding the Project site by reason of its performance of the Work at the Project. Client shall hold AllWest harmless from any liabilities or duties with respect to the work or the Project. Client shall further release. Indemnify and hold AllWest harmless from any and all claims, liabilities or damages resulting from AllWest's use of technological or design concepts, or any other concepts or uses which, though acceptable and standard at the time the decision to use them was made, are unacceptable or non-standard beginning at the time work commences or any time thereafter. If AllWest must incur additional expenses in the work by reason or the need to incorporate new or different technologies into the Work, whether necessitated by new laws, regulations or guidelines, or by the desire of Client, Client agrees to reimburse AllWest for such expenses, as well as provide compensation for AllWest's services at the rates set forth in the Work Authorization.

Client acknowledges that AllWest and its sub-contractors have played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist, and that AllWest has been retained for the sole purpose of assisting the Client in assessing any problem which may exist and in assisting the Client in formulating a remedial program, if such is within the Scope of Work which AllWest has assumed. Client recognizes that while necessary for investigations, commonly used exploration methods, may penetrate through contaminated materials and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout, or other means, according to a state of practice design, is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings of performing other exploration methods in a hazardous waste site.

AllWest shall not be required to sign any documents, no matter by whom requested, that would result in AllWest having to certify, guarantee, warrant or opine on conditions whose existence AllWest cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with AllWest or payment of any amount due to AllWest in any way contingent upon AllWest signing any such documents.

### TERMINATION

3. This Agreement may be terminated by either party upon seven (7) days' written notice should the other party substantially fail to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination which is not the fault of AllWest, AllWest shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if AllWest shall have completed more than eighty percent of the Work at the time of said termination, AllWest shall be compensated as provided in the Work Authorization for all services performed prior to the termination date which fall within the scope of work described in the Work Authorization and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client its reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

AllWest may issue notice to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project and take such other actions as are reasonably necessary in order to give notice that AllWest is no longer associated with the Project and to protect AllWest from claims of liability from the work of others.

### **DOCUMENTS**

4. Any documents prepared by AllWest, including but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are and shall remain the property of AllWest whether or not said documents are actually utilized in connection with the Project. The Client shall be permitted to retain a copy of any documents provided to the Client by AllWest, but said documents may not be used by the Client on other projects or for any other purpose, except the current one, except by agreement in writing with AllWest and with appropriate compensation to AllWest.

Client shall furnish, or cause to be furnished to AllWest, all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials or waste at, on or under the site. In addition, Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by AllWest for proper performance of its services. IF CLIENT fails to provide AllWest with all hazardous material subject matter reports including geotechnical assessments in their possession during the period that AllWest is actively providing expertise (30 days post the final invoice), CLIENT shall release AllWest from any and all liability for risks and damages the CLIENT incurs resulting from their reliance on AllWest's professional opinion. AllWest shall be entitled to rely upon Client - provided documents and information in performing the services required in this Agreement; however, AllWest assumes no responsibility or liability for their accuracy or completeness. Client-provided documents will remain the property of the Client.

### ACCESS TO PROJECT

5. Client grants to AllWest the right of access and entry to the Project at all times necessary for AllWest to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to AllWest for the purpose of AllWest's performance of the Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of AllWest upon reasonable proof of association with AllWest.

### CONFIDENTIAL INFORMATION

Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and AllWest may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information of the other party is a special, valuable and unique asset of that party, and each of the Parties hereto agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. AllWest further agrees that it will not sell, distribute or disclose information or the results of any testing obtained by AllWest during the performance of the Work without the prior written approval of Client unless required to do so by federal, state or local statute, ordinance or regulation.

### ADDITIONAL SERVICES

In addition to the services to be performed by AllWest as described in the Work Authorization, the following items shall for the purposes of this Agreement be termed "Additional Services": (a) work resulting from changes in scope or magnitude of the Work as described therein, (b) work resulting from changes necessary because of construction cost over-runs, (c) work resulting from implementation of alternative or different designs from that first contemplated by the Parties, (d) work resulting from corrections or revisions required because of errors or omissions in construction by the building contractors, (e) work due to extended design or construction time schedules, (f) layout surveys in review of in-place constructed elements, and (g) services as an expert witness in connection with any public hearing, arbitration or proceedings of a court of record with respect to the Work on the Project.

AllWest will be compensated by Client for any Additional Services as provided under the Work Authorization.

### DISPOSAL OF CONTAMINATED MATERIAL

8. Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake or arrange for handling, removal, treatment, storage, treatment of hazardous material shall be the sole responsibility of Client. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

### INDEPENDENT CONTRACTOR

9. Both Client and AllWest agree that AllWest will act as an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by AllWest in connection with the Work are the agents, employees or subcontractors of AllWest and not of Client. Accordingly, AllWest shall be responsible for payment of all taxes arising out of AllWest's activities in performing the Work under this Agreement.

### NOTICES

10. (a) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or if mailed by first class certified mail, return receipt requested, and properly addressed as follows:

To Client:		_
To AllWest:	AllWest Environmental, Inc.	
101111111111	530 Howard Street, Suite 300	
	San Francisco, California 94105	

when either (i) the return receipt is signed by the addressee, (ii) the mailing is refused by the addressee, or (iii) the mailing is not delivered because the addresses moved and left no forwarding address; b) By giving the other party to this Agreement ten (10) days' written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

### ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties. The terms of this Agreement are contractual and not a mere recital. The undersigned have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act. This Agreement was entered into following negotiations between the Parties.

### MODIFICATION / WAIVER / PARTIAL INVALIDITY

12. The terms of this Agreement may be modified only by a writing signed by both Parties. No consent or waiver, express or implied, by either party to or of any breach or default by another in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

### INUREMENT / TITLES / ATTORNEYS' FEES

13. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective heirs, executors, legal representatives, successors and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of any paragraph. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. In addition, AllWest and Client shall be entitled to be reimbursed by the other for any attorneys' fees or other costs reasonably incurred in enforcing the terms of this Agreement in the event such fees are incurred without resorting to arbitration or litigation.

### INTERPRETATION / ADDITIONAL DOCUMENTS

14. The words "Client" and "AllWest" as used herein shall include the plural as well as the singular. Words used in the neuter gender include the masculine and feminine. Words used in the masculine gender include the feminine and neuter. If there is more than one Client or Consultant, the obligations hereunder imposed on Client or AllWest or Consultant shall be joint and several. Although the printed provisions of this Agreement were drafted by the attorneys for AllWest, the terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or AllWest but shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result. Each of the Parties hereto shall upon request execute and/or acknowledge and/or deliver to each other Party or to its representatives any and all further documents which may now or hereafter be necessary to enable any of the Parties to effectuate any of the provisions of this Agreement.

### AUTHORITY

Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, that the Board of Directors if required pursuant to the bylaws or resolution of the corporation approved this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture or a general partnership, the signatories below warrant that said joint venture or general partnership is properly and duly organized and existing under the laws of the respective state of its formation and pursuant to the joint venture agreement or a partnership agreement as well as by virtue of the laws of the respective state of its formation, said signatory is a joint venture or a general partner of said joint venture or general partnership and has the power and authority to bind the joint venture or the general partnership.

### COUNTERPARTS / ABSENCE OF PARTNERSHIP OR JOINT VENTURE

This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document. It is expressly understood that the Client does not, in any way or for any purpose, become a partner of AllWest in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with AllWest. It is expressly understood that AllWest do not, in any way or for any purpose, become a partner of the Client in the conduct of Client's business, or otherwise, or joint venturer or a member of a joint enterprise with Client.

### THIRD PARTY BENEFICIARIES / CONTROLLING LAW

17. There are no intended third party beneficiaries of this Agreement. The services, data & opinions expressed by AllWest are for the sole use of the client, are for a particular project and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California and any action by either party to enforce this Agreement shall be brought in San Francisco County, California.

1/19/00

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