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10:02 am, May 02, 2011
Alameda County
Environmental Health

PACCAR Inc

April 22, 2011

Mr. Jerry Wickham
Senior Hazardous Materials Specialist
Alameda County Environmental Health Services
Environmental Protection, Local Oversight Program
1131 Harbor Bay Parkway, Suite 250
Alameda, CA 94502-6577

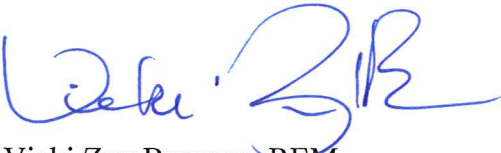
**Subject: Letter of Transmittal for Soil Vapor Investigation and Groundwater Monitoring Workplan
Kragen Auto Supply (Former Grand Auto #43)
4240 International Boulevard (East 14th Street)
Oakland, California 94601
ACEH Fuel Leak Case No. RO0002483
GeoTracker Global ID No. T06019705075**

Dear Mr. Wickham:

As required in your letter of December 30, 2010 regarding the above-referenced subject site, we submit this transmittal letter and accompanying work plan to evaluate the potential for soil vapor intrusion, provide additional information regarding the historical removal of underground storage tanks and conveyance piping, and resume biennial groundwater monitoring.

I declare under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge.

Sincerely,



Vicki ZumBrunnen, REM
Environmental Project Supervisor



AllWest Environmental, Inc.

Specialists in Physical Due
Diligence and Remedial Services

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San Francisco, CA 94105
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**SOIL VAPOR INVESTIGATION
AND
GROUNDWATER MONITORING WORKPLAN**

***Kragen Auto Supply
(Former Grand Auto #43)
4240 International Boulevard (East 14th Street)
Oakland, California 94601***

***ACHCS Case # RO0002483
Geotracker Global ID # T06019705075***

PREPARED FOR:

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

ALLWEST PROJECT 11043.23
April 15, 2011

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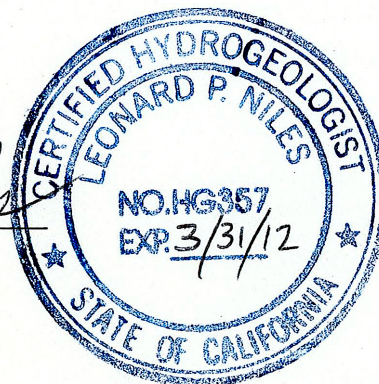




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I. INTRODUCTION

AllWest Environmental, Inc. (AllWest) has prepared this workplan describing tasks to characterize soil vapor concentrations and conduct biennial groundwater monitoring in the vicinity of the former Grand Auto # 43 facility (the subject site) referenced above. This proposed work will be performed in response to a request by the Alameda County Health Care Services Agency, Environmental Health Services (ACHCS/ACEH) in their letter of December 10, 2010 to address outstanding issues prior to considering case closure.

The purpose of the proposed work is to evaluate potential impact by soil vapor intrusion of volatile organic compounds (VOCs) to indoor air quality at the subject site in the vicinity of the former car wash sump, to verify the removal of underground storage tanks (USTs) and product piping at the subject site, and to conduct ongoing biennial monitoring of the existing groundwater monitoring wells. This work will be completed after approval and with oversight of the ACHCS. The primary goal is to close data gaps and enable case closure as a low risk solvent plume site.

This work plan briefly summarizes the site setting and background including previous investigations conducted at the property.

II. PROJECT BACKGROUND

A. Site Location and Description

The approximately 1.2 acre former Grand Auto retail facility is located at the northwest corner of High Street and International Boulevard (formerly 14th Street) in Oakland, California. The site currently is used as a Kragen Auto Supply store.

The site was used as a dance hall in 1903. Site use between 1903 and 1946 is unknown. Circa 1946, an L-shaped building was constructed on the site. This building was used as office space and for auto repair and painting. The date of demolition of this building is not known. In 1960 or 1961, the present building was constructed for use as a Safeway grocery store.

Grand Auto occupied the building in 1971, installed gasoline pump islands and three 10,000-gallon gasoline underground storage tanks (USTs) for retail gasoline sales, and a car wash with an associated drainage sump. The gasoline service station and car wash operated from circa 1972 to 1986. The USTs were removed in August 1986. The car wash drainage sump was removed in August 1992. In October 1993, the remaining fuel conveyance piping associated with the former USTs was excavated and removed from the site.

Between 1992 and 2008, site environmental conditions were characterized via soil borings and groundwater monitoring wells. A site location map and site plan are presented as Figures 1 and 2, respectively.

B. Site Geology and Hydrogeology

The property is located on the East Bay Plain along the eastern slopes of the San Francisco Bay and immediately west of the East Bay Hills. The subject site is located at an elevation of approximately 30 feet above mean sea level (msl). The topographic gradient in the site vicinity is to the south-southwest toward San Francisco Bay.

According to the *Preliminary Engineering Geologic Information Map, Oakland and Vicinity* (1967), the site surface soils are mapped as Qu (Undifferentiated Quaternary deposits) which may include the Qtc (Temescal Formation, dark alluvium) and Qts (alluvial materials derived from the Qsu and Qsl (upper and lower members of the San Antonia Formation, clay, silt sand and gravel mixtures)). In general, these Quaternary alluvial deposits consist of unconsolidated clay, silt, sand, and gravel. Bedrock underlying the alluvium in the area consists primarily of the Mesozoic Franciscan Formation. The depth to bedrock in the site area is unknown but presumed to be over 100 feet below the ground surface.

Previous site borings indicate the property is underlain by an irregularly layered sequence of silty to gravelly sand lenses separated by clayey silt. As much as 20 feet of imported fill material has been reported at some areas of the site. However, the site is not in an area mapped as Qf (artificial fill) like those areas by the Oakland Coliseum located approximately 2 miles south of the subject property.

Unconfined groundwater was previously reported to first occur at depths between 25 and 35 feet bgs. However, during the drilling of well MW-1, wet soil was encountered at 8 feet bgs indicating a possible discontinuous zone of perched groundwater. No other wet or perched zones were noted in other borings drilled at the subject property.

The groundwater gradient in the site 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 historically fluctuated, but was generally calculated to be to the east, at a very flat gradient. The depth to groundwater during the last monitoring event in 2008 ranged between 22.11 feet below ground surface (bgs) and 23.74 feet bgs.

The local groundwater flow direction measured during the 2008 monitoring event was generally towards the west at a gradient of approximately 0.001 feet/foot. The regional groundwater flow direction is to the southwest towards San Francisco Bay, concurrent with the topography. Prior to the 2008 measurement, local gradients were generally to the east. The historical fluctuations in gradient direction are not considered significant due to very small differences in groundwater elevations measured.

C. Previous Investigations and Remedial Actions

Underground Tank Removal

The three 10,000-gallon underground fuel tanks at the site were reportedly removed in 1986. In July 1992, Hart Crowser, Inc. (Hart Crowser) performed a site investigation as outlined in *Sampling and Analysis Plan, Grand Auto/Super Tire Facilities*, July 5, 1992. The investigation included drilling two borings (B-4 and B-5) south of the dispenser islands in the assumed vicinity of the former location of the USTs (Figure 2). Analyses of soil samples from these borings did not indicate significant petroleum hydrocarbon concentrations, as summarized in the *Preliminary Site Investigation Report* (Hart Crowser, 1992b). Historical soil analytical data is summarized in Table 1.

Drainage Sump Removal and Installation of MW-1

The car wash drainage sump and surrounding soil were removed on August 7, 1992. Hart Crowser collected a soil sample "S2C" from beneath the sump at the bottom of the excavation at 8.5 feet bgs. Analyses of the sample collected from the soil beneath the sump indicated the presence of total petroleum hydrocarbons as gasoline (TPH-g) and diesel (TPH-d) at 310 milligrams per kilogram (mg/Kg) and 120 mg/Kg, respectively. Low concentrations of toluene, ethylbenzene, xylenes, and tetrachloroethene (PCE) were also detected (Table 2).

A groundwater monitoring well, MW-1 (boring B-7), was installed approximately 10 feet southwest of the sump, in a down to cross gradient direction. The results of this phase of the investigation were summarized in the *Preliminary Site Investigation Report* (Hart Crowser, 1992b).

Groundwater Well Installations of MW-2 through MW-4 and HC-1

During April 1993, Hart Crowser drilled five soil borings (B-8 through B-12) and converted three of them to underground monitoring wells, MW-2 (B-10), MW-3 (B-11) and MW-4 (B-12) at the Grand Auto Store. A groundwater monitoring well, HC-1, was also installed at this time at the adjacent, former Super Tire Facility. Two of the soil borings (B-8 and B-9) were completed in the area of the former car wash sump. Soil samples from these two borings indicated that the total petroleum hydrocarbons (TPH) and PCE detected immediately below the sump in sample "S2C" were neither laterally nor vertically widespread (Table 1). The wells were developed and sampled in April 1993. The results of this phase of the assessment were summarized in a report, *Supplemental Site Investigation*, (Hart Crowser, 1993).

Conveyance Piping Removal

In October 1993, fuel conveyance piping associated with the former underground fuel storage tanks was excavated and removed from the site, as summarized in the *Quarterly Status Report*, (Hart Crowser, January 14, 1994). Verification soil samples were collected at a depth of 2.5 feet bgs from the base of the excavation at four locations, PGA-1, PGA-2, PGA-3 and PGA-4 (Figure 2). Each sample was analyzed for TPH-g and benzene, toluene, ethylbenzene, and xylenes (BTEX). TPH-g and BTEX were not detected in any of the samples analyzed (Table 1).

Between February 1994 and May 1996, Hart Crowser sampled the five groundwater wells six more times. The groundwater analytical results from these sampling events are presented in Table 2.

Facility Closure Letter for Super Tire

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 its letter to PACCAR dated December 27, 1993, 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, ACHCS approved the destruction of the single groundwater well, HC-1, located on the former Super Tire facility.

Facility Closure Report for Grand Auto

Hart Crowser submitted a *Facility Closure Report* on February 16, 1996 requesting site closure (Hart Crowser, 1996a). The request was based on the following:

- Potential onsite sources related to Grand Auto operations (USTs, pump islands, associated piping, and car wash sump) have been investigated and/or successfully remediated, thus are no longer considered to be sources;
- Investigations of these potential onsite sources did not indicate evidence of a source of halogenated VOCs (chlorinated solvents) to the groundwater; and
- Several potential offsite sources of halogenated VOCs (chlorinated solvents) exist.

Hart Crowser recommended case closure for the site since the environmental issues associated with potential onsite sources of chemicals had been addressed. Halogenated VOCs remained in site groundwater, but these were 1) unrelated to the onsite sources that have been addressed; and 2) likely to be the result of releases at one or more of the numerous offsite potential sources located in the immediate vicinity of the site. Hart Crowser recommended abandonment of the remaining groundwater monitoring wells after closure certification approval by ACHCS and RWQCB (Hart Crowser, 1996a).

Hart Crowser 1996 Risk Assessment

In order to obtain site closure for the soil portion of the site, Hart Crowser completed an ASTM, Tier 1, RBCA assessment for the subject property (*Risk Assessment*, October 8, 1996). The risk assessment was prepared to meet the closure requirements of the ACHCS and the RWQCB. No on-site concentrations were noted above the calculated Risk-Based Screening Levels (RBSLs) in subsurface soil or from vapors in soil from groundwater under either the

residential or industrial exposure scenario. Therefore, Hart Crowser (1996b) concluded that the residual presence of chemicals in subsurface soils does not pose an unacceptable risk to human health under current or potential future use scenarios, and the site satisfies the conditions for regulatory site closure from a human health risk perspective.

ACHCS 1996 Closure Letter for Site Soils

Based on the Hart Crowser risk assessment (1996b), ACHCS concluded in December 30, 1996 letter to PACCAR that the soils on-site do not pose a threat to public health.

AllWest 2000 Site Closure and Groundwater Monitoring Report

In 1999 and 2000 AllWest completed the following tasks at the subject property:

- The redevelopment and sampling of the five on-site groundwater wells during the week of November 1, 1999 to demonstrate that the residual contamination in the groundwater is natural attenuating and likely from off-site source(s).
- An update of the previously completed ASTM Tier 1 risk assessment by discounting the groundwater ingestion pathway by the completion of an 1/2 mile radius well survey.
- The comparison of the maximum on-site groundwater contamination concentrations to recently developed, Oakland specific, Tier 1 risk based screening levels (RBSLs) to document that this is a low risk case and candidate for “No Further Action” status by the ACHCS, the lead oversight agency, as per regulations and guidelines of the RWQCB, the lead State agency in charge of protecting the groundwater quality of the Greater Oakland Area.
- The destruction of monitoring well MW-3 on May 25, 2000 due to motor oil leakage into the vault box from parked automobiles, and the drilling and installation of replacement monitoring well MW-3A outside of the parking area. The damaged vault box of monitoring well MW-4 was also replaced on this date.

Based on the lack of reportable concentrations of benzene, toluene, ethylbenzene, and total xylenes (BTEX) compounds or methyl tert-butyl ether (MTBE), and only low levels of total petroleum hydrocarbon as gasoline (TPH-g), petroleum hydrocarbons were not considered an unacceptable risk to human health or the environment. The chlorinated solvent concentrations were noted to generally decrease from the November 1999 sampling as compared to the previous

sampling period event conducted in 1996. Historical groundwater analytical data is summarized in Table 2.

As part of the 1999/2000 investigation activities, AllWest reviewed and updated the previously completed ASTM, Tier 1 RBCA assessment prepared by Hart Crowser (September 27, 1996) for the subject property. The focus of the update was two-fold. Firstly, the update was performed to document that the groundwater ingestion pathway is incomplete by conducting a well survey of the area. Secondly, the existing site data was compared to published risk based action levels, the recently compiled, City of Oakland specific, Tier 1 RBSLs, to document that the residual site contaminants are not an unacceptable risk to human health or the environment. No groundwater supply wells for industrial, agricultural, municipal or residential uses were identified within 1/2 mile of the subject property. Maximum VOC concentrations reported from the site groundwater were at least one order of magnitude lower than their respective Oakland Tier 1 RBSLs.

AllWest concluded in their *Site Closure and Groundwater Monitoring Report*, dated August 15, 2000 that the results of the November 1999 groundwater sampling event indicated that the shallow groundwater of the subject property is impacted with chlorinated solvents. The spatial distribution of the chlorinated solvents did not indicate a clear source area due to similar contaminant concentrations and the flat hydraulic gradient of the area. However, based on the ratio of PCE to TCE and cis-1,2-DCE, the likely source of the bulk of the chlorinated solvents is the existing or former dry cleaners located southeast of the subject property. Based on site specific results and current health risk based action levels, AllWest concluded that it is unlikely that the residual contamination in the site groundwater poses as an unacceptable risk to human health or the environment. AllWest recommended that ACHCS grant “no further action status” for the residual chlorinated solvents in the groundwater of the subject property and requested approval to abandon the existing five on-site groundwater wells.

ACHCS November 2000 No Further Remediation Letter

ACHCS reviewed AllWest’s August 2000 report and noted that they and the RWQCB do not grant closure for sites with groundwater impacted above MCLs. However, ACHCS did state that active remediation for the residual chlorinated solvents in the soil or groundwater is not required and requested the annual sampling of wells MW-1 through MW-4. ACHCS also added that groundwater well, HC-1, located on the former Super Tire facility may be decommissioned at this time.

Super Tire 2001 Well Destruction

As per ACHCS approval in a second letter dated November 20, 2000,, the groundwater monitoring well, HC-1, located at the adjacent former Super Tire facility, was abandoned following State and local regulations on June 18, 2001 as described in the *AllWest Annual Groundwater Monitoring and Well Destruction Report*, August 27, 2001.

Groundwater Monitoring 2000 to 2008

AllWest conducted annual groundwater monitoring from 2001 to 2004. The ACHCS in their letter of November 7, 2005 directed groundwater monitoring be conducted on a biennial basis (every two years). AllWest conducted biennial groundwater monitoring during 2006 and 2008. The most recent groundwater monitoring event is described in the *AllWest 2008 Biennial Groundwater Monitoring Report*, July 28, 2008. Historical groundwater analytical data is presented in Table 2.

Chlorinated solvents continued to be detected in all wells at the property. The highest concentrations of PCE have historically been detected in MW-1. Slightly lower levels have been detected in MW-3A and MW-4. Significantly lower concentrations of PCE have been detected in MW-2. The PCE breakdown products, trichloroethene (TCE), and cis-1,2-dichloroethene (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.

Concentrations of PCE and TCE and their breakdown products during the most recent monitoring event in June 2008 generally decreased since previous sampling events and were at or near historically low levels indicating a stable or shrinking plume. Chlorinated solvent concentrations detected in the four wells during the June 2008 monitoring event did not exceed Environmental Screening Levels (ESLs) as described in Table F-1b Groundwater Screening Levels (groundwater is NOT a current or potential drinking water resource) in the *Screening For Environmental Concerns At Sites With Contaminated Soil and Groundwater* prepared by the California Regional Water Quality Control Board, San Francisco Bay Region, Interim Final November 2007. It is reasonable to presume the concentrations will continue to decrease due to the processes of natural in situ degradation which include biodegradation, volatilization and dispersion.

AllWest requested case closure in the *2008 Biennial Groundwater Monitoring Report*, July 28, 2008. The ACHCS responded to the closure request in their letter dated April 15, 2010, stating that closure was being evaluated for commercial use only, and that during the period that the case is under review, groundwater monitoring may be suspended. In their letter of December 10, 2010

the ACHCS requesting that additional investigation be conducted prior to considering case closure. The ACHCS requested that a workplan be prepared to address potential soil vapor intrusion concerns in the area of the former car wash sump, that additional information regarding the UST removals in 1986 and conveyance piping removals in 1993 be provided, and that a request to extend groundwater monitoring frequency to a 5-year interval was denied. The ACHCS letters are included in Appendix A.

III. PURPOSE AND SCOPE OF WORK

The purpose of this investigation is to evaluate the potential for impact by soil vapor intrusion of VOCs to the indoor air quality at the subject site by collecting shallow soil vapor samples near the former car wash sump area, to provide additional historical information regarding the UST and conveyance piping removals, and to resume biennial groundwater monitoring. The scope of work, as proposed, consists of the following tasks:

- 1) Review agency files including City of Oakland Fire Department for historical information regarding the UST and conveyance piping removals for this workplan. Perform additional file review at City of Oakland Building Department, Alameda County Environmental Health, and historical aerial photograph review to address data gaps in UST installation and removal history;
- 2) Prepare a written workplan to address the technical comments of the ACHCS letter dated December 10, 2010. This will include conducting an a soil vapor investigation and groundwater monitoring at the site in response to technical comment 1. Provide references to documents to confirm that USTs and associated piping were removed in response to technical comment 2. Submit the workplan to the ACHCS for review and concurrence;
- 3) Obtain a drilling permit from the Alameda County Publics Work Agency (ACPWA);
- 4) Prepare a site-specific health and safety plan;
- 5) Engage the service of Underground Service Alert (USA) and a private underground utility locator to locate and clear underground utilities within the proposed investigation area so that the potential of accidental damage to underground utilities will be reduced during proposed subsurface investigation. The private utility locator will also conduct a survey of the suspected sewer line connected to the former sump. Notify the ACHCS, ACPWA and site tenants, property owners and facility maintenance prior to the start of field work;

- 6) Retain the service of a C-57 licensed drilling contractor for the advancement by Geoprobe® DPT methods, using a limited access rig, of six temporary expendable-point soil vapor sampling probes to 5 feet bgs in the vicinity of the former sump and sewer line. Three probes will be located inside the site building and three in the parking area outside. Collect soil vapor samples using Summa canisters in general accordance with *Interim Final, Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air - DTSC December 15, 2004 (Revised February 7, 2005)*. Retain one soil vapor sample from each vapor probe, and one ambient leak detection gas sample, for analytical testing;
- 7) At the completion of drilling and sampling activities, remove Geoprobe® drive casings and vapor probes, and backfill each boring with a “neat” cement grout slurry and restore the interior floor slabs by backfilling with a concrete slurry;
- 8) Measure groundwater levels, purge a minimum of three casing volumes and collect groundwater samples from the four existing site monitoring wells MW-1, MW-2, MW-3A and MW-4;
- 9) Maintain soil vapor and ambient leak detect gas samples under chain-of-custody and transport the samples to a Department of Health Services (DHS) certified analytical laboratory (TestAmerica of Costa Mesa, California) for chemical analyses. Analyze six soil vapor samples for VOCs using EPA Method TO-15 (mid detection level, full scan) and helium by ASTM D1946, and one leak detection gas sample only helium by ASTM D1946;
- 10) Maintain groundwater samples under chain-of-custody and to a Department of Health Services (DHS) certified analytical laboratory (McC Campbell Analytical of Pittsburg, California) for chemical analyses. Analyze four groundwater samples for VOCs (Full Scan) and TPH-g per EPA method 8260; and
- 11) Prepare a written report describing the field activities, summarizing the laboratory data, presenting investigation findings, and providing conclusions and recommendations. Upload the report to the GeoTracker database.

IV. INVESTIGATIVE ACTIVITIES

A. Agency File Review

AllWest reviewed the City of Oakland Fire Department (OFD) hazardous materials files for the subject site for information regarding the UST removals in 1986 and conveyance piping in 1993, as requested by the ACHCS letter of December 10, 2010. According to documents reviewed by AllWest at the City of Oakland Fire Department Fire Prevention Bureau (OFD) in March 2011, a pressure test was conducted in July 1986 on the three 10,000-gallon gasoline fuel

underground storage tanks (USTs) at the site. At least one of the USTs failed the pressure test, with a maximum leakage rate of 0.1913 gallons per hour measured.

All three USTs were removed in August 1986, according to documents reviewed at OFD. AllWest was unable to locate any agency or consultant UST removal reports, or laboratory analytical data of any confirmatory soil or water samples, although other documentation indicated that the USTs had been removed at that time. Two hand drawn maps in the OFD files indicated that the three USTs may have been located north of the fuel dispenser islands, not south of the islands as previously reported. One of these maps lacks sufficient detail to be relied upon and the other appears to be part of a bid spec with the tank location added by hand and may not be official site plans or fire department plans. Copies of these maps are provided as a reference.

Appendix B contains scanned references pertinent to UST and piping removal which are described below:

Document 1: Winter Petroleum Service Inc Billing Invoice (9/7/1986), Contract Exhibit A (7/29/1986) and contract 69-5561c. The single page invoice appears to be the front page of a document that included the soil sampling results from a laboratory at 1149 Minnesota Ave, San Jose CA. No other pages of this document have been found. The Contract Exhibit A for the UST removal requires soil sampling “as required by law” and specifies that piping is to be left in place as designated by Grand Auto. This contract also requires backfilling with excavated soil that is clean and clean sand used as needed to bring the area to within 5 inches below grade.

Document 2: Scanned pertinent OFD files obtained in March 2011 including a letter report (7/18/1986) of the tank testing, a schematic of the site with a hand drawn location for the 3 USTs just north of the fueling canopy. This schematic appears to be part of a bid spec for planned paving and curbing work, a permit application (8/13/1986) to remove three underground fuel the tanks and a second schematic on Winter Petroleum Stationary which is probably based on the first schematic perhaps as part of the permit application. Notably both schematics include curbing and plantings that were never installed.

Document 3: Hart Crowser’s Preliminary Site Investigation Report (11/20/1992) indicates on page 4 that no information was available on the 1986 removal of the three fuel USTs on Grand Auto property. This report indicates the tank were installed in 1972. Borings were placed in the area south of the fueling canopy where the USTs were thought to be located and were non detect for TPH gasoline and diesel and only low detections of benzene (.011 ppm) and xylene (.003 ppm) in one of the borings at 19 feet BGS. Hart Crowser noted evidence that the piping for the USTs was still in place and should be removed.

Document 4: Hart Crowser’s Quarterly Status Report (1/14/1994) reports the removal of the fuel conveyance piping on the Grand Auto site (see page 3). This report also presents the results of soil confirmational testing for the piping removal which were all non-detect for TPH gasoline and BETX.

Document 5: Hart Crowser’s Quarterly Status Report – Second Quarter 1994 (8/12/1994) presents the results of quarterly groundwater testing for BTEX and TPH gasoline and oil and grease for 1992, 1993 and 1994 demonstrating non-detect levels of BTEX and low levels TPH gasoline that did not match standard chromatogram and could have been attributable to the presence of halogenated organics (see page 3 of Document 6).

Document 6: Hart Crowser’s Quarterly Status Report (11/9/1994) included only for the reference above.

To address the remaining data gaps in the subject site UST locations, installation and removal history, AllWest proposes conducting additional agency file review at the City of Oakland Building Department to obtain as-built diagrams of the USTs and the UST installation permit C64838 dated March 7, 1972 (referenced in the AllWest Phase I *Environmental Site Assessment* report dated August 10, 1995). AllWest also proposes reviewing files at the ACHCS, should any additional files exist that are not present on the ACHCS FTP website. To determine the possible location of the former USTs, AllWest proposes reviewing historical aerial photographs of the subject site from Pacific Aerial Survey, Inc. in Oakland, California or Environmental Data Resources, Inc.

B. Permitting

AllWest will prepare and submit a drilling permit application to ACPWA for review and approval. Upon permit approval, AllWest will notify ACPWA , ACHCS, and the site tenant and property owner of the drilling schedule a minimum of 72 working hours in advance to allow scheduling of drilling and grouting inspection.

C. Health and Safety Plan

AllWest will prepare a site specific health and safety plan prior to mobilizing to the site. A tailgate safety meeting will be given prior to commencing work. All site personnel will be required to review the health and safety plan.

D. Underground Utility Inspection and Conduit Survey

To avoid damage to underground utility installations during the course of the subsurface investigation, AllWest will contact Underground Service Alert (USA), an organization for public utility information, on the pending subsurface

investigation. USA will then notify public and private entities that maintained underground utilities within the site vicinity to locate and mark their installations for field identification. A private underground utility locator, Subtronic Corporation (Subtronic) of Concord, California, will also be employed by AllWest to conduct a magnetometer sweep investigation to locate marked and unmarked underground utilities in the vicinity of the proposed boring locations. Subtronic will also conduct a utility conduit survey of the suspected sewer line in the vicinity of the former sump, which may be a potential conduit for contaminants. Other qualified contractors may be used if necessary.

E. Geoprobe® DPT Soil Vapor Probe Advancement

Six shallow temporary soil vapor probes will be advanced to a depth of 5 feet adjacent to the former sump area and potential sewer line conduit. Three soil vapor probes will be located inside the Kragen Auto building storage room, in the vicinity of the wall adjacent to the former sump and suspected sewer line. Three additional borings will be advanced in the parking area east of the building adjacent to the former sump and suspected sewer line. Proposed soil vapor probe locations are shown in Figure 3.

Following coring of the concrete floor slab or asphalt pavement, a limited access rig using Geoprobe® DPT methods will drive extension rods with a nominal 1 ½-inch diameter PRT soil vapor probe into native soil to 5 feet bgs. The probe is retracted slightly to detach the expendable drive point, expose the vapor sampling inlet and open a small void in the soil. New disposable polyethylene sample tubing with a PRT fitting is inserted into the drive rod and connected to the PRT vapor probe. Hydrated granulated bentonite is used to seal the borehole annulus around the drive rods to the surface of the concrete slab. At least 30 minutes will elapse prior to collecting vapor samples to allow the bentonite seal to hydrate and borehole conditions to equalize, per DTSC vapor sampling guidelines. Geoprobe® DPT soil vapor sampling procedures are included in Appendix C.

F. Soil Vapor Sampling

AllWest will collect soil vapor samples from the six temporary soil vapor probes following a minimum 30-minute period after retraction of the soil vapor probe and rod assemblies, and hydration of the bentonite surface seals. Soil vapor sampling will be performed at least five days after significant precipitation had last occurred, in general accordance with *Interim Final, Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air - DTSC December 15, 2004 (Revised February 7, 2005)*. Soil vapor sampling procedures and diagrams are included in Appendix C.

AllWest will collect one soil vapor sample from each probe in laboratory prepared 6-liter capacity SUMMA canisters. Prior to vapor purging and sample collection,

a vacuum leak test of the flow-controller/gauge manifold assembly is performed for a minimum of 5 minutes. Prior to sample collection, approximately 1 liter of soil vapor (minimum of 3 sample system volumes) is purged at a flow rate of approximately 150-200 milliliters per minute (ml/min) from each sub-slab vapor probe using a dedicated 6-liter capacity SUMMA purge canister.

While sampling, a leak detection test is conducted using helium as a leak tracer inside an airtight plastic shroud. An ambient air sample is collected inside the leak detection shroud during the sampling of one probe to measure helium concentrations inside the shroud. Depending upon helium availability or suitability of the shroud to cover the drive rods, other leak detection gases such as isopropyl alcohol (IPA) or difluoroethane may be substituted.

Flow rates of approximately 150-200 ml/min are used to fill the sample canisters. The canisters are filled to approximate 80% of capacity (approximately 5 inches of mercury vacuum remaining). All pertinent field observations, pressure, times and readings are recorded. After filling and closing the sample valve, all SUMMA canisters are removed from the manifold, labeled with sampling information, including initial and final vacuum pressures, placed in a dark container and transported under chain-of-custody to the analytical laboratory, TestAmerica, Inc., in Costa Mesa, California.

G. Borehole Backfilling

At the completion of drilling and sampling activities and removal of all drive rods and sample probes, the borings will be backfilled with a “neat” Portland Type I or II cement grout slurry tremied into the borehole through a PVC pipe. The level of grout will be checked to ascertain if any settling has occurred and will be “topped off” if required. The cored concrete floor slab will be backfilled with a concrete slurry. The ACPWA will be notified 72 hours in advance of the anticipated grouting time in order to schedule inspection.

H. Groundwater Monitoring Well Sampling

The four existing site groundwater monitoring wells (MW-1, MW-2, MW-3A and MW-4) will be purged and sampled as part of the resumed biennial monitoring program. Prior to well purging, an electric water depth sounder will be lowered into the well casing and measure the depth to the water to the nearest 0.01 feet below top of casing (TOC). A new, disposable Teflon or polyethylene bailer will be lowered into the well casing and partially submerged. Upon bailer retrieval, the surface water will be retained and examined for any floating product or product sheen. After all initial measurements are completed and recorded, a minimum of 3 well volumes of groundwater will purged with a new, disposable 3-inch diameter Teflon or polyethylene bailer. If necessary, an electric submersible purge pump may used instead of a bailer. Groundwater characteristics,

temperature, pH and conductivity will be monitored at each well volume interval. Purging will continue until groundwater parameters have stabilized to within 10%. Well construction details are included in Table 3.

Groundwater sampling will be conducted after water levels have recovered to at least 80% of initial level, recorded prior to purging. Groundwater samples will be collected with a new, disposable Teflon bailer. Upon bailer retrieval, the water will be transferred to an appropriate sample bottle furnished by the analytical laboratory. It is anticipated that 40 milliliter (ml) volatile organic analysis (VOA) glass vials will be used for VOC and TPH-g analysis. All sample bottles for volatile organic analysis will have Teflon lined septum/caps and be filled such that no headspace is present. The sample bottles will then be labeled and placed on ice inside a cooler awaiting transport under chain-of-custody control to the analytical laboratory.

To help prevent cross contamination, all groundwater sampling equipment that comes in contact with the groundwater will be decontaminated prior to sampling. To minimize the possibility of cross contamination, a new disposable bailer will be used to collect each groundwater sample. Sampling, sample handling, storage, and transport procedures described in Appendix C will be employed.

I. Investigative Derived Waste Containment and Disposal

Investigative derived waste including soil cores or cuttings, purged groundwater and decontamination rinseate will be contained onsite in 55-gallon drums pending analytical results, profiling and transport to an appropriate disposal facility. Composite soil and water samples may be collected from the drums for laboratory analysis as required by the disposal facility.

V. QUALITY ASSURANCE / QUALITY CONTROL PROGRAM

A. Sample Preservation, Storage and Handling

To prevent the loss of constituents of interest, all soil and groundwater samples will be preserved by storing in an ice chest cooled to 4°C with crushed ice immediately after their collection and during transportation to the laboratory. Samples will be stored within the cooler in separate zip-lock plastic bags to avoid cross-contamination. All SUMMA canisters are removed from the manifold, labeled with sampling information, including initial and final vacuum pressures, and placed in a dark container for transport to the analytical laboratory.

B. Chain-Of-Custody Program

All samples collected for this project will be transported under chain-of-custody protocol. The chain-of-custody program allows for the tracing of possession and handling of individual samples from the time of field collection through laboratory analysis. The document includes the signature of the collector, date and time of collection, sample number, number and type of sample containers including preservatives, parameters requested for analysis, signatures of persons and inclusive dates involved in the chain of possession. Upon delivery to the laboratory the document will also include the name of the person receiving the samples, and date and time samples were received.

VI. ANALYTICAL METHODS

All samples selected for analysis will be analyzed by a State of California certified independent analytical laboratory. TestAmerica, of Costa Mesa, California, will likely perform all soil vapor and leak detection gas sample analyses. McCampbell Analytical, Inc., of Pittsburg, California will likely perform all soil and groundwater analyses. However, other qualified laboratories may be utilized dependent on work load and time frame considerations.

The soil vapor samples collected during this investigation will be analyzed for VOCs using EPA Method TO-15 (mid detection level, full scan) and helium by ASTM D1946. The ambient leak detection gas sample will be analyzed for helium by ASTM D1946. Depending upon helium availability, analyses for other leak detection gases such as isopropyl alcohol (IPA) or difluoroethane by EPA Method TO-15 may be substituted instead. The groundwater samples collected during this investigation will be analyzed for VOCs (full scan) and TPH-g by EPA Method 8260.

VII. REPORT PREPARATION

A written report will be prepared for this investigation after the completion of all field work and receipt of analytical results. Included in the report will be soil boring logs, chain-of-custody documents and copies of the analytical laboratory reports. The report will be reviewed by a California Professional Geologist. Analytical data will be compared to RWQCB soil vapor and groundwater ESLs for commercial use where site groundwater is not a potential drinking water resource to evaluate potential indoor soil vapor intrusion impact, to identify any remaining data gaps, and to evaluate low threat case closure criteria.

The report and associated documents (laboratory analytical reports, boring logs, etc.) will be uploaded to the California State Water Resources Control Board (SWRCB) GeoTracker database, and the ACHCS FTP website.

VIII. PROJECT STAFF AND SCHEDULE

Mr. Leonard P. Niles, P.G., C.H.G., a California Professional Geologist (PG 5774) and Certified Hydrogeologist (CHG 357), will provide technical oversight for this project and act as the project manager and regulatory liaison. Additionally, AllWest's staff of engineers, geologists, and technicians will be employed to perform the various tasks of the project. AllWest will inform the ACPWA and ACHCS at least 72 hours prior to the start of field activities. AllWest will inform the ACHCS of any significant developments during the course of the investigations.

IX. LIMITATIONS

AllWest has prepared this remedial investigation and corrective action plan for the exclusive use of FPA Hayward Associates, L.P. c/o Fowler Property Acquisitions (Client) for this particular project and in accordance with generally accepted practices at the time of the work and with our written proposal. No other warranties, either expressed or implied is made as to the professional advice offered. This plan is not a specification for the proposed work and should not be used to bid out any of the proposed work found within. Reliance on this plan by any party other than the Client is at the user's sole risk.

X. REFERENCES

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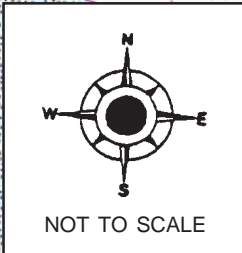
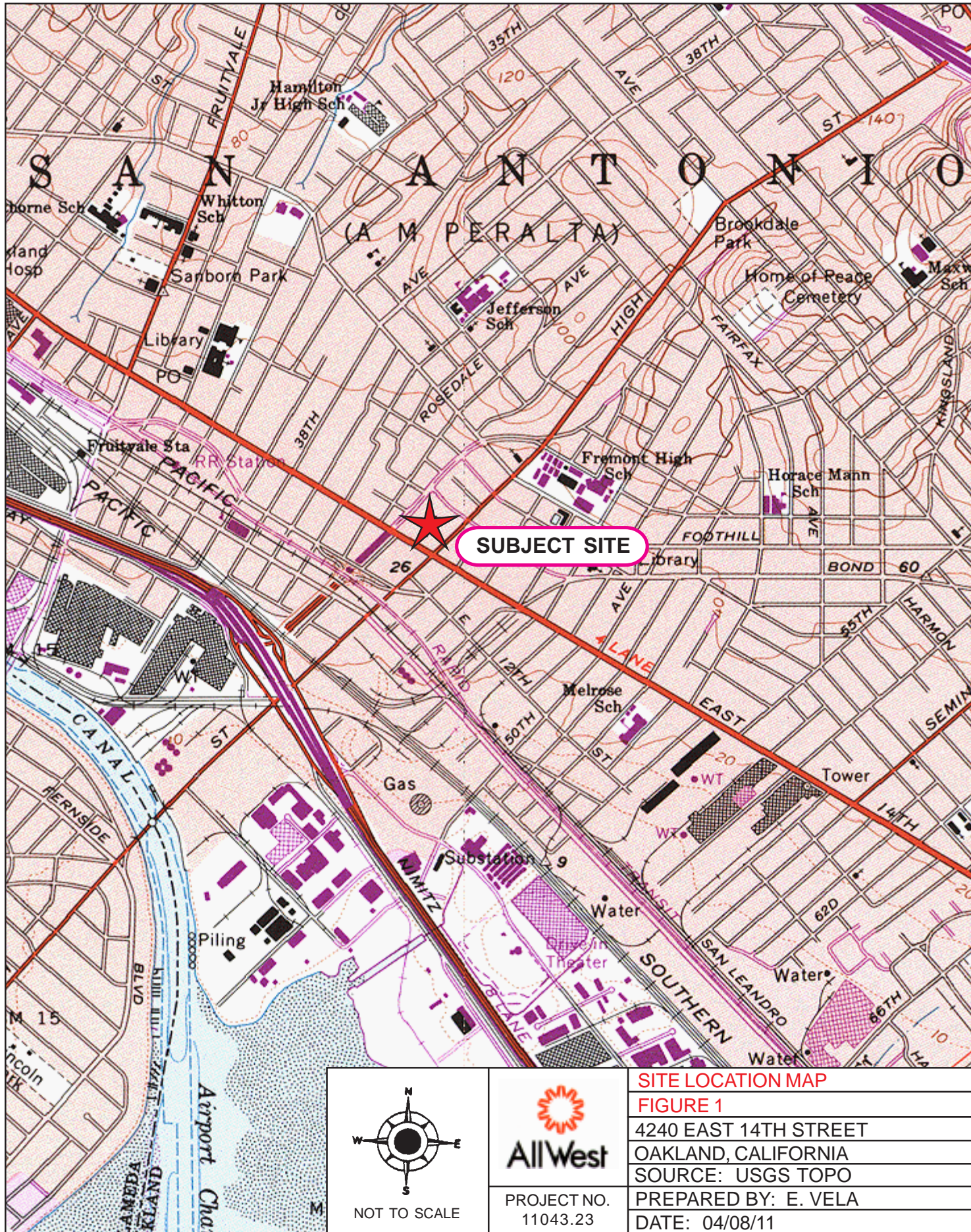
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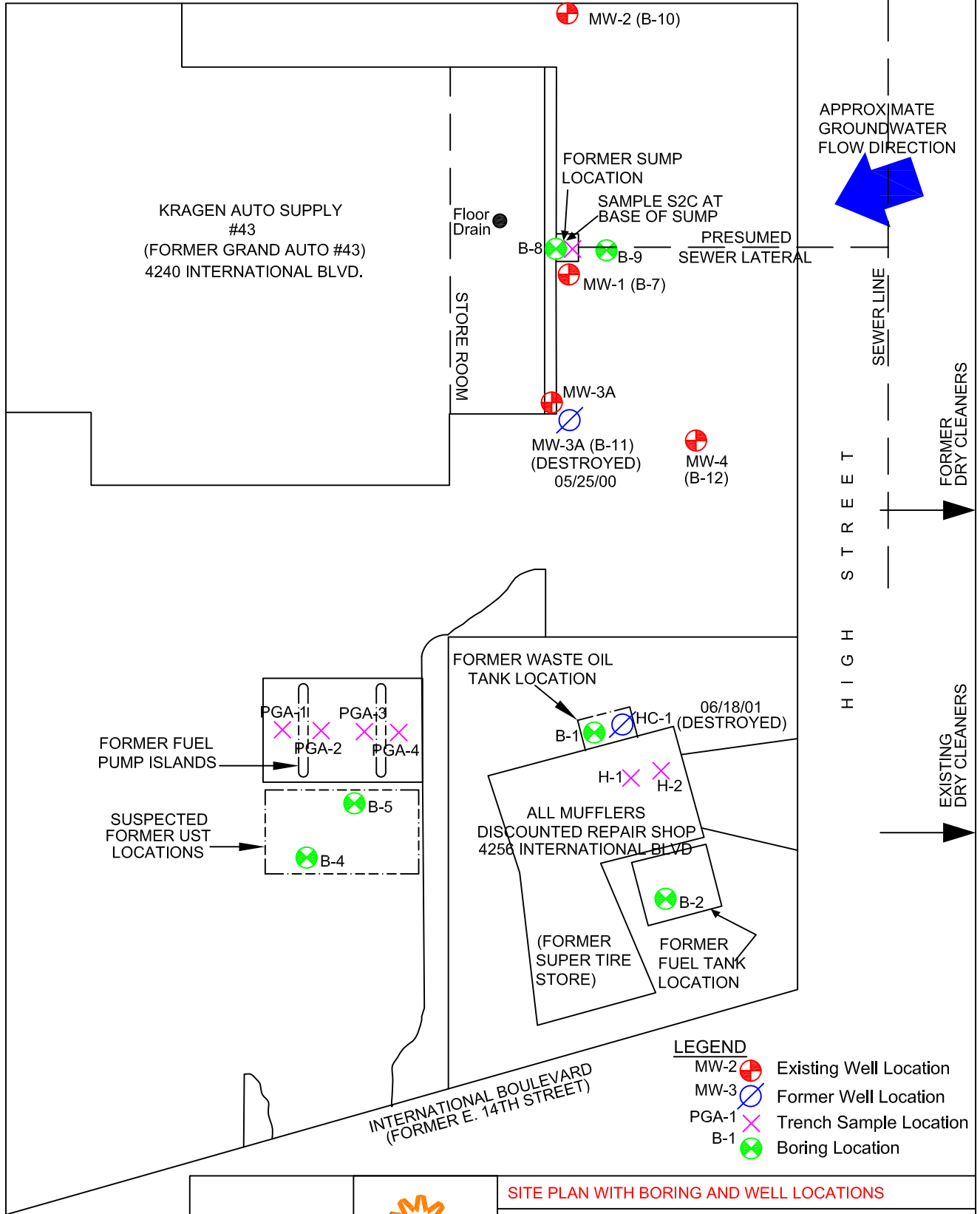
FIGURES







PROJECT NO.
11043.23

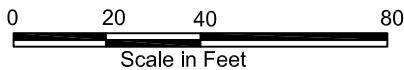
SITE LOCATION MAP	
FIGURE 1	
4240 EAST 14TH STREET	
OAKLAND, CALIFORNIA	
SOURCE: USGS TOPO	
PREPARED BY: E. VELA	
DATE: 04/08/11	

MISSION AUTOMOTIVE



LEGEND

- MW-2  Existing Well Location
- MW-3  Former Well Location
- PGA-1  Trench Sample Location
- B-1  Boring Location



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SITE PLAN WITH BORING AND WELL LOCATIONS

FIGURE 2: FORMER GRAND AUTO #43

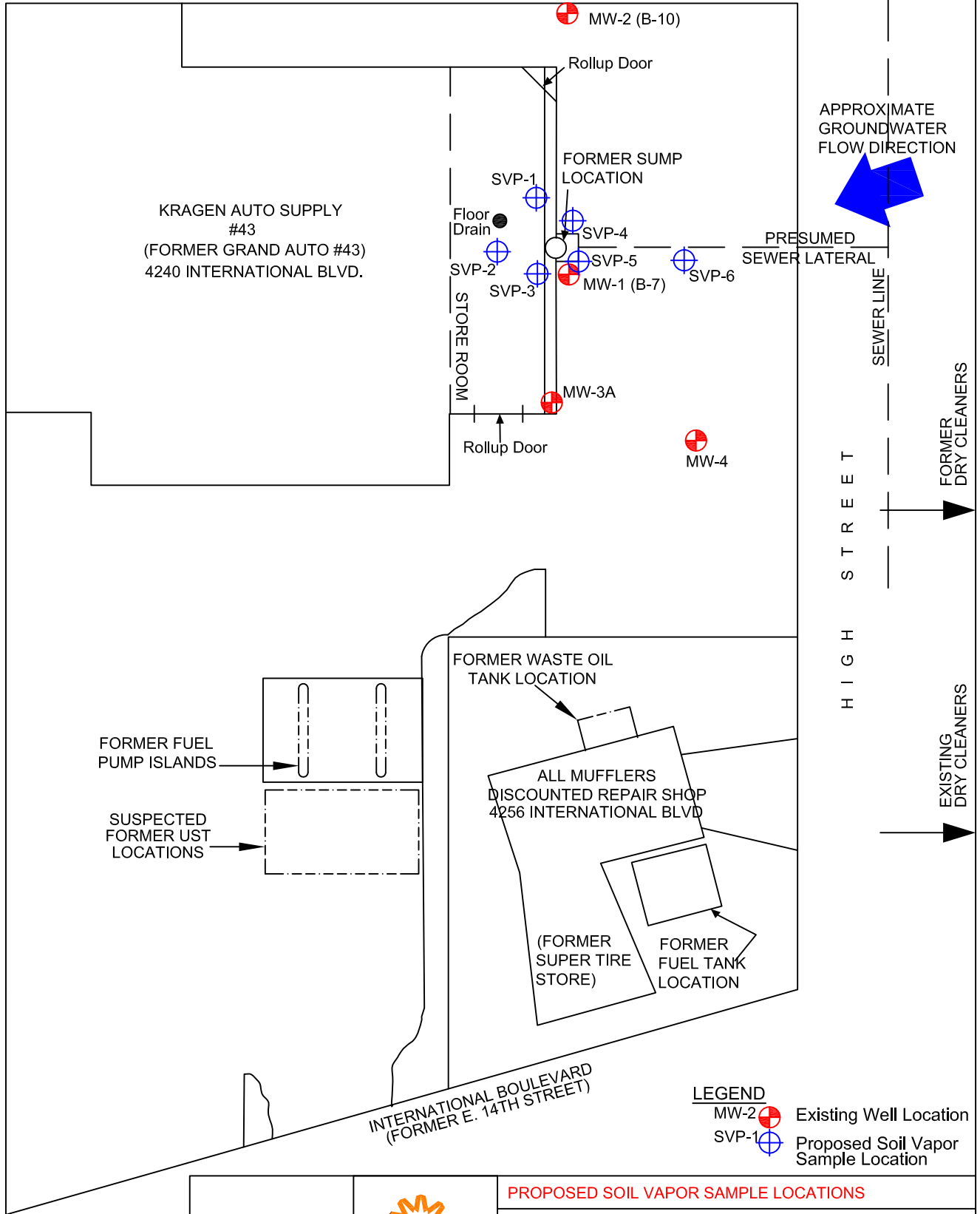
4240 EAST 14TH STREET (INTERNATIONAL BOULEVARD)

OAKLAND, CALIFORNIA

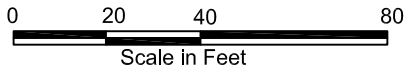
SOURCE: ALLWEST

PREPARED BY: C. RAMELB (04/15/11)

MISSION AUTOMOTIVE



LEGEND
 MW-2 Existing Well Location
 SVP-1 Proposed Soil Vapor Sample Location



PROJECT NO.
11043.23

PROPOSED SOIL VAPOR SAMPLE LOCATIONS

FIGURE 3: FORMER GRAND AUTO #43

4240 EAST 14TH STREET (INTERNATIONAL BOULEVARD)

OAKLAND, CALIFORNIA

SOURCE: ALLWEST

PREPARED BY: C. RAMELB (04/15/11)

TABLES

TABLE 1
SUMMARY OF SOIL ANALYSES
GRAND AUTO STORE, OAKLAND, CALIFORNIA

BORING/WELL DATE	B4-21 7/16/92	B5-19 7/16/92	B5-26 7/16/92	S2C-8 8/7/92	MW2-10.5 4/14,15,16/93	MW2-35 4/14,15,16/93	MW3-35.5 4/14,15,16/93	MW4-36 4/14,15,16/93	B8-11 4/14,15,16/93
Oil & Grease	NT	NT	NT	ND<50	NT	NT	NT	NT	NT
TPH-Diesel	ND<10	ND<10	ND<10	120	ND<10	ND<10	ND<10	ND<10	ND<10
TPH-Gasoline	ND<1	ND<1	ND<1	310	ND<1	ND<1	ND<1	ND<1	ND<1
Organic Lead	ND<2	NT	ND<2	ND<2	NT	NT	NT	NT	NT
Benzene	ND<0.003	0.011	ND<0.003	ND<0.075	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Ethyl Benzene	ND<0.003	ND<0.003	ND<0.003	0.064	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Toluene	ND<0.003	ND<0.003	ND<0.003	0.065	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Xylenes	ND<0.003	0.003	ND<0.003	1.5	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009
PCE	NT	NT	NT	0.104	ND<0.005	ND<0.005	0.009	0.012	0.005
Other Chlorinated VOCs	NT	NT	NT	ND	ND	ND	ND	ND	ND
Cadmium	NT	NT	NT	ND<1	ND<1	ND<1	ND<1	ND<1	ND<1
Chromium	NT	NT	NT	73	28	31	29	35	58
Lead	NT	NT	NT	9	5	ND	ND	ND	9
Nickel	NT	NT	NT	110	61	47	42	59	150
Zinc	NT	NT	NT	30	39	49	47	34	61

Notes:

ND denotes chemical not detected in sample at a concentration of x.

NT denotes analysis not performed on sample.

Concentrations listed are in milligrams per kilogram (mg/kg).

TABLE 1
SUMMARY OF SOIL ANALYSES
GRAND AUTO STORE, OAKLAND, CALIFORNIA

BORING/WELL DATE	B8-16 4/14,15,16/93	B8-21 4/14,15,16/93	B8-25 4/14,15,16/93	B9-10 4/14,15,16/93	P1-2.5 10/20/93	P2-2.5 10/20/93	P3-2.5 10/20/93	P4-2.5 10/20/93
Oil & Grease	NT	NT	NT	NT	NT	NT	NT	NT
TPH-Diesel	ND<10	ND<10	ND<10	ND<10	NT	NT	NT	NT
TPH-Gasoline	ND<1	ND<1	ND<1	ND<1	ND<1.0	ND<1.0	ND<1.0	ND<1.0
Organic Lead	NT	NT	NT	NT	NT	NT	NT	NT
Benzene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Ethyl Benzene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Toluene	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003	ND<0.003
Xylenes	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009	ND<0.009
PCE	ND<0.005	ND<0.005	0.030	ND<0.005	NT	NT	NT	NT
Other Chlorinated VOCs	ND	ND	ND<0.005	ND<0.005	NT	NT	NT	NT
Cadmium	ND<1	ND<1	ND<1	ND<1	NT	NT	NT	NT
Chromium	29	29	28	27	NT	NT	NT	NT
Lead	ND	ND	6	6	NT	NT	NT	NT
Nickel	53	43	41	72	NT	NT	NT	NT
Zinc	45	37	48	40	NT	NT	NT	NT

Notes:

ND denotes chemical not detected in sample at a concentration of x.

NT denotes analysis not performed on sample.

Concentrations listed are in milligrams per kilogram (mg/kg).

TABLE 2 - Summary of Historical Groundwater Analytical Results
Former Grand Auto #43
4240 International Boulevard (East 14th Street), Oakland, California
Project Number 11043.23
All results in micrograms per liter (µg/L)

Location	PCE	TCE	cis-1,2 DCE	FREON 12	Chloro- form	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	All others	Date Collected
MW-1	68	10	4.6	36	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	110	15	8.7	21	0.83	ND	ND	ND	ND	NA	ND	27-Sep-06
	140	19	5.9	69	ND	ND	ND	ND	ND	NA	ND	23-Jul-04
	120	15	5.8	50	ND	ND	ND	ND	ND	NA	ND	15-May-03
	140	15	ND	ND	ND	ND	ND	ND	ND	NA	ND	21-May-02
	130	17	5.3	35	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	120	17	6.6	62	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	270	24	4.3	NR	2.6	ND 1.3	ND 1.3	ND 1.3	ND	NR	ND	10-May-96
	200	25	6.8	NR	1.4	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	54	13	9.7	NR	ND 1	ND 1	ND 1	ND 2	ND	ND	ND	31-Jan-95
	54	13	9.3	NR	ND 1	ND 1	ND 1	ND 2	ND	ND	ND	31-Jan-95
	270	37	19	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	270	36	18	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	200	28	25	NR	1.6	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	340	35	22	NR	1.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	200	25	12	NR	1	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	230	28	15	NR	1.8	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
	290	23	10	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93
	300	22	8.7	37	1	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93
	300	22	8.7	110	1.1	0.6	ND 0.5	ND 1	ND	ND	ND	26-Apr-93
220	28	14	NR	ND 3	ND 3	ND 1	--	ND	ND	ND	19-Jan-93	
310	26	11	NR	1.1	ND 0.5	ND 0.6	--	ND	ND	ND	10-Sep-92	
MW-2	6.5	1.8	ND	47	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	8.3	5.9	1.7	24	0.91	ND	ND	ND	1.9	NA	ND	27-Sep-06
	3.7	11	3	60	ND	ND	0.53	ND	ND	NA	ND	23-Jul-04
	3.9	12	2.9	56	ND	ND	0.63	ND	ND	NA	ND	15-May-03
	6.3	4.7	0.84	44	ND	ND	ND	ND	0.61	NA	ND	21-May-02
	9.1	5.3	1	38	ND	ND	ND	ND	0.83	NA	ND	19-Jun-01
	7.6	8.1	1.9	55	ND	ND	ND	ND	2	ND	ND	4-Nov-99
	7.2	51	13	NR	ND 1	ND 1	ND 1	ND 1	ND	NR	ND	10-May-96
	6.3	52	17	NR	ND 0.5	ND 0.5	ND 0.5	0.8	ND	ND	ND	15-Sep-95
	6.5	69	17	NR	ND 0.5	ND 0.5	0.9	0.9	ND	ND	ND	15-Sep-95
	3	60	17	NR	ND1	ND 1	ND 1	ND2	ND	ND	ND	31-Jan-95
	6	130	36	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	6.9	120	31	NR	ND 0.5	ND 0.5	1.8	ND 0.5	ND	ND	ND	7-Jun-94
	4.8	75	25	NR	ND 0.5	ND 0.5	1.5	ND 0.5	ND	ND	ND	18-Feb-94
	6.1	32	8.7	NR	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
	7.2	110	22	NR	ND 1.2	ND 1.2	ND 1.2	ND 2.4	ND	ND	ND	4-Aug-93
	7.5	32	8.5	31	0.9	0.6	0.6	ND 1	ND	ND	ND	26-Apr-93

TABLE 2 - Summary of Historical Groundwater Analytical Results
Former Grand Auto #43
4240 International Boulevard (East 14th Street), Oakland, California
Project Number 11043.23
All results in micrograms per liter (µg/L)

Location	PCE	TCE	cis-1,2 DCE	FREON 12	Chloro- form	1,1,1-TCA	1,2-DCA	Vinyl Chloride	Carbon Tetrachloride	TPH-g	All others	Date Collected
MW-3A	71	11	ND	8.1	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	83	12	4.7	3.6	0.83	ND	ND	ND	ND	NA	ND	27-Sep-06
	85	12	2.4	8.3	ND	ND	ND	ND	ND	NA	ND	23-Jul-04
	130	16	ND	21	ND	ND	ND	ND	ND	NA	ND	15-May-03
	120	16	ND	7.1	ND	ND	ND	ND	ND	NA	ND	2-May-02
	120	21	ND	ND	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	150	24	14	14	ND	ND	ND	ND	ND	61	ND	4-Nov-99
	160	25	7.2	NR	ND 1	ND 1	ND 1	ND 1	ND	NR	ND	10-May-96
	170	25	6.2	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	160	34	6.2	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	240	37	11	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	160	34	8.3	NR	0.6	0.6	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	85	19	5	NR	0.7	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	170	29	12	NR	1.3	0.8	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
170	28	ND 5	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93	
79	21	9.7	35	ND 0.5	0.8	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	
MW-4	39	4.3	ND	29	ND	ND	ND	ND	ND	NA	ND	2-Jun-08
	62	7.8	1.4	13	1.1	ND	ND	ND	1.3	NA	ND	27-Sep-06
	23	3.7	1	26	ND	ND	ND	ND	0.5	NA	ND	23-Jul-04
	120	7.7	0.75	16	ND	ND	ND	ND	ND	NA	ND	15-May-03
	70	7.7	ND	18	ND	ND	ND	ND	ND	NA	ND	21-May-02
	47	7	1.2	19	ND	ND	ND	ND	ND	NA	ND	19-Jun-01
	61	10	2.2	41	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	190	22	2.5	NR	ND 1.3	ND 1.3	ND 1.3	ND 1.3	ND	NR	ND	10-May-96
	160	24	4.4	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	140	20	4.7	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	220	32	5	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	140	28	7.1	NR	0.9	0.9	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	120	31	6	NR	1.9	0.7	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	87	20	6.6	NR	1	ND 0.5	ND 0.5	ND 1	ND	ND	ND	17-Nov-93
110	16	ND 5	NR	ND 5	ND 5	ND 5	ND 10	ND	ND	ND	4-Aug-93	
78	17	3.9	28	0.6	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	
HC-1	100	17	8.7	43	ND	ND	ND	ND	ND	ND	ND	4-Nov-99
	200	27	13	NR	ND 5	ND 5	ND 5	ND 5	ND	NR	ND	10-May-96
	170	27	14	NR	ND 0.5	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	15-Sep-95
	120	27	11	NR	ND 1	ND 1	ND 1	ND 5	ND	ND	ND	31-Jan-95
	190	37	15	NR	ND 5	ND 5	ND 5	ND 5	ND	ND	ND	20-Sep-94
	180	42	22	NR	1	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	7-Jun-94
	140	30	13	NR	0.7	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	150	22	11	NR	0.6	ND 0.5	ND 0.5	ND 0.5	ND	ND	ND	18-Feb-94
	130	27	16	NR	1.1	0.7	ND 0.6	ND 2	ND	ND	ND	17-Nov-93
	83	27	15	NR	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	4-Aug-93
46	22	13	47	ND 0.5	ND 0.5	ND 0.5	ND 1	ND	ND	ND	26-Apr-93	

Table 3 - Well Construction Details

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

AllWest Project Number 11043.23

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 American Vertical Datum 1988-Ortho. Ht. (GEOID03)
Wells were resurveyed on 9/26/06 for horizontal and vertical control by
CSS Environmental Services, Inc,
Novato, California (Aaron N. Stessman PE No: C 054644)

Appendix A



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

December 10, 2010

Ms. Vicki ZumBrunnen (*Sent via E-mail to: Vicki.ZumBrunnen@PACCAR.com*)

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

Hess Properties LLC
c/o Mr. Joseph Hess
2709 Park Avenue
La Verne, CA 91750

Transamerica Title Insurance Company
c/o CSK Auto, Inc.
645 E Missouri Avenue
Phoenix, AZ 85012

Subject: SLIC Case No. RO0002483 and Geotracker Global ID T06019705075, Grand Auto, 4240 International Boulevard, Oakland, CA 94601 – Funds Request and Case Closure Review

Dear Ms. ZumBrunnen, Mr. Hess, and Transamerica Title Insurance Company:

In correspondence dated April 15, 2010, Alameda County Environmental Health (ACEH) staff indicated that the current balance on the above-referenced SLIC oversight account was a negative \$722.30 and requested a deposit of \$3,000 to continue to provide regulatory oversight. To date, no funds have been received. Therefore, we are again requesting the submittal of a check made payable to Alameda County Environmental Health in the amount of \$3,000.00. Please send your check to the attention of our Finance Department.

This deposit may or may not be sufficient to provide all necessary regulatory oversight. ACEH will deduct actual costs incurred based upon the hourly rate specified below. If these funds are insufficient, an additional deposit will be requested. Otherwise, any unused monies will be refunded to you or your designee.

The deposit is authorized in Section 6.92.040L of the Alameda County Ordinance Code. Work on this project is being debited at the Ordinance specified rate, currently \$189.00 per hour. Please write "SLIC" (the type of project), the site address, and the AR#0306009 on your check.

Funds received by ACEH for SLIC cases such as yours, are held in a deposit/refund account. The deposit/refund account is charged on an hourly basis as case work is performed. Generally, regulatory oversight is not provided on cases with a negative balance. Since no funds were received in response to our April 15, 2010 correspondence, ACEH did not review your case for closure. However, we recently reviewed your case for closure in spite of the negative account balance in order to clarify the status of your case and to move the case forward towards completion.

Based on our review, some outstanding issues need to be addressed prior to considering closure of this case. The outstanding items that remain to be addressed are summarized in our technical comments below. We request that you submit a Work Plan to address these items.

TECHNICAL COMMENTS

- 1. Volatile Organic Compounds in Soil near Former Auto Wash Sump.** A concrete sump along the southeast wall of the former Grand Auto building was excavated and removed on August 6, 1992. The sump appeared to have been the drainage point for water generated by a former car wash. Soil staining indicative of contamination was observed on the excavation sidewall adjacent to the former Grand Auto building. During removal, the stained soil was excavated and removed where feasible. However, excavation was limited immediately adjacent to and beneath the building. It is likely that contamination extends beneath the building. A soil sample (S2C) collected at the base of the sump at a depth of approximately 8.5 feet bgs contained 310 parts per million (ppm) of total petroleum hydrocarbons (TPH) as gasoline, 120 ppm of TPH as diesel, and 0.104 ppm of tetrachloroethene (PCE). A report entitled, "*Preliminary Site Investigation Report*," dated November 20, 1992 by Hart Crowser speculated that the source of the contamination beneath the sump was a loose fitting where the car wash drainage pipe entered the sump at a depth of approximately 2 feet bgs. Based on the potential presence of PCE in shallow soil adjacent to and beneath the former Grand Auto building, the potential for vapor intrusion to indoor air must be evaluated. Soil vapor sampling in the immediate area of the former sump is expected to be necessary. We request that you submit plans to evaluate the potential for vapor intrusion in the Work Plan requested below.
- 2. Removal of Underground Storage Tanks and Conveyance Piping.** Technical reports for the site indicate that two USTs were removed from the site in 1986. However, there is no tank removal report and the source of this information is not cited. Two soil borings (B-4 and B-5) were advanced at the presumed location of the USTs in 1992. Conveyance piping for the USTs was reportedly removed in 1993. Please provide additional information to confirm that the USTs were actually removed and that all conveyance piping has been removed. Please present this information in the Work Plan requested below.
- 3. Groundwater Monitoring.** We received an email dated September 16, 2010 requesting that the frequency of groundwater sampling be extended to five years. This proposal to continue groundwater monitoring over an indefinite period is not acceptable. We request that you address the above comments to move this case towards closure.

TECHNICAL REPORT REQUEST

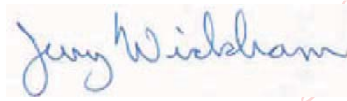
Please submit technical reports to Alameda County Environmental Health (Attention: Jerry Wickham), according to the following schedule:

- **March 3, 2011** – Work Plan

Responsible Parties
RO0002483
December 10, 2010
Page 3

If you have any questions, please call me at (510) 567-6791 or send me an electronic mail message at jerry.wickham@acgov.org.

Sincerely,



Digitally signed by Jerry Wickham
DN: cn=Jerry Wickham, o=Alameda County
Environmental Health, ou,
email=jerry.wickham@acgov.org, c=US
Date: 2010.12.10 16:43:57 -08'00'

Jerry Wickham, California PG 3766, CEG 1177, and CHG 297
Senior Hazardous Materials Specialist

Attachment: Responsible Party(ies) Legal Requirements/Obligations

Enclosure: ACEH Electronic Report Upload (ftp) Instructions

cc: Leroy Griffin, Oakland Fire Department, 250 Frank H. Ogawa Plaza, Ste. 3341, Oakland, CA 94612-2032 (*Sent via E-mail to: lgriffin@oaklandnet.com*)

Donna Drogos, ACEH (*Sent via E-mail to: donna.drogos@acgov.org*)

Jerry Wickham, ACEH (*Sent via E-mail to: jerry.wickham@acgov.org*)

Geotracker, File

Attachment 1
Responsible Party(ies) Legal Requirements/Obligations

REPORT REQUESTS

These reports are being requested pursuant to California Health and Safety Code Section 25296.10. 23 CCR Sections 2652 through 2654, and 2721 through 2728 outline the responsibilities of a responsible party in response to an unauthorized release from a petroleum UST system, and require your compliance with this request.

ELECTRONIC SUBMITTAL OF REPORTS

ACEH's Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of reports in electronic form. The electronic copy replaces paper copies and is expected to be used for all public information requests, regulatory review, and compliance/enforcement activities. Instructions for submission of electronic documents to the Alameda County Environmental Cleanup Oversight Program FTP site are provided on the attached "Electronic Report Upload Instructions." Submission of reports to the Alameda County FTP site is an addition to existing requirements for electronic submittal of information to the State Water Resources Control Board (SWRCB) GeoTracker website. In September 2004, the SWRCB adopted regulations that require electronic submittal of information for all groundwater cleanup programs. For several years, responsible parties for cleanup of leaks from underground storage tanks (USTs) have been required to submit groundwater analytical data, surveyed locations of monitoring wells, and other data to the GeoTracker database over the Internet. Beginning July 1, 2005, these same reporting requirements were added to Spills, Leaks, Investigations, and Cleanup (SLIC) sites. Beginning July 1, 2005, electronic submittal of a complete copy of all reports for all sites is required in GeoTracker (in PDF format). Please visit the SWRCB website for more information on these requirements (http://www.swrcb.ca.gov/ust/electronic_submittal/report_rqmts.shtml).

PERJURY STATEMENT

All work plans, technical reports, or technical documents submitted to ACEH must be accompanied by a cover letter from the responsible party that states, at a minimum, the following: "I declare, under penalty of perjury, that the information and/or recommendations contained in the attached document or report is true and correct to the best of my knowledge." This letter must be signed by an officer or legally authorized representative of your company. Please include a cover letter satisfying these requirements with all future reports and technical documents submitted for this fuel leak case.

PROFESSIONAL CERTIFICATION & CONCLUSIONS/RECOMMENDATIONS

The California Business and Professions Code (Sections 6735, 6835, and 7835.1) requires that work plans and technical or implementation reports containing geologic or engineering evaluations and/or judgments be performed under the direction of an appropriately registered or certified professional. For your submittal to be considered a valid technical report, you are to present site specific data, data interpretations, and recommendations prepared by an appropriately licensed professional and include the professional registration stamp, signature, and statement of professional certification. Please ensure all that all technical reports submitted for this fuel leak case meet this requirement.

UNDERGROUND STORAGE TANK CLEANUP FUND

Please note that delays in investigation, later reports, or enforcement actions may result in your becoming ineligible to receive grant money from the state's Underground Storage Tank Cleanup Fund (Senate Bill 2004) to reimburse you for the cost of cleanup.

AGENCY OVERSIGHT

If it appears as though significant delays are occurring or reports are not submitted as requested, we will consider referring your case to the Regional Board or other appropriate agency, including the County District Attorney, for possible enforcement actions. California Health and Safety Code, Section 25299.76 authorizes enforcement including administrative action or monetary penalties of up to \$10,000 per day for each day of violation.

Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC)	REVISION DATE: July 20, 2010
	ISSUE DATE: July 5, 2005
	PREVIOUS REVISIONS: October 31, 2005; December 16, 2005; March 27, 2009; July 8, 2010
SECTION: Miscellaneous Administrative Topics & Procedures	SUBJECT: Electronic Report Upload (ftp) Instructions

The Alameda County Environmental Cleanup Oversight Programs (LOP and SLIC) require submission of all reports in electronic form to the county's ftp site. Paper copies of reports will no longer be accepted. The electronic copy replaces the paper copy and will be used for all public information requests, regulatory review, and compliance/enforcement activities.

REQUIREMENTS

- **Please do not submit reports as attachments to electronic mail.**
- Entire report including cover letter must be submitted to the ftp site as a **single portable document format (PDF) with no password protection.**
- It is **preferable** that reports be converted to PDF format from their original format, (e.g., Microsoft Word) rather than scanned.
- **Signature pages and perjury statements must be included and have either original or electronic signature.**
- **Do not password protect the document.** Once indexed and inserted into the correct electronic case file, the document will be secured in compliance with the County's current security standards and a password. **Documents with password protection will not be accepted.**
- Each page in the PDF document should be rotated in the direction that will make it easiest to read on a computer monitor.
- Reports must be named and saved using the following naming convention:

RO#_Report Name_Year-Month-Date (e.g., RO#5555_WorkPlan_2005-06-14)

Submission Instructions

- 1) Obtain User Name and Password
 - a) Contact the Alameda County Environmental Health Department to obtain a User Name and Password to upload files to the ftp site.
 - i. Send an e-mail to dehloptoxic@acgov.org
 - b) In the subject line of your request, be sure to include **"ftp PASSWORD REQUEST"** and in the body of your request, include the **Contact Information, Site Addresses, and the Case Numbers (RO# available in Geotracker) you will be posting for.**
- 2) Upload Files to the ftp Site
 - a) Using Internet Explorer (IE4+), go to <ftp://alcoftp1.acgov.org>
 - i. Note: Netscape, Safari, and Firefox browsers will not open the FTP site as they are NOT being supported at this time.
 - b) Click on Page located on the Command bar on upper right side of window, and then scroll down to Open FTP Site in Windows Explorer.
 - c) Enter your User Name and Password. (Note: Both are Case Sensitive.)
 - d) Open "My Computer" on your computer and navigate to the file(s) you wish to upload to the ftp site.
 - e) With both "My Computer" and the ftp site open in separate windows, drag and drop the file(s) from "My Computer" to the ftp window.
- 3) Send E-mail Notifications to the Environmental Cleanup Oversight Programs
 - a) Send email to dehloptoxic@acgov.org notify us that you have placed a report on our ftp site.
 - b) Copy your Caseworker on the e-mail. Your Caseworker's e-mail address is the entire first name then a period and entire last name @acgov.org. (e.g., firstname.lastname@acgov.org)
 - c) The subject line of the e-mail must start with the RO# followed by **Report Upload.** (e.g., Subject: RO1234 Report Upload) If site is a new case without an RO#, use the street address instead.
 - d) If your document meets the above requirements and you follow the submission instructions, you will receive a notification by email indicating that your document was successfully uploaded to the ftp site.



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

April 15, 2010

Ms. Vicki ZumBrunnen (Sent via E-mail to: Vicki.ZumBrunnen@PACCAR.com)

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

Hess Properties LLC
c/o Mr. Joseph Hess
27099 Park Avenue
La Verne, CA 91750-4345

Transamerica Title Insurance Company
c/o CSK Auto, Inc.
645 E Missouri Avenue
Phoenix, AZ 85012

Subject: SLIC Case No. RO0002483 and Geotracker Global ID T06019705075, Grand Auto, 4240 International Boulevard, Oakland, CA 94601 – Land Owner Notification and Case Closure Consideration

Dear Ms. ZumBrunnen:

Based upon your request, Alameda County Environmental Health (ACEH) staff is reviewing the above referenced case for case closure. During the period that the case is under review, groundwater monitoring may be suspended. ACEH will review the case for possible closure under a commercial land use scenario with the following site management requirements:

“Case closure for the fuel leak site is granted for the current commercial land use only. Case closure is granted for industrial, commercial, or office space land use only. Restrictions on future land use are described in the “Covenant and Environmental Restriction on Property” that is included as an attachment to this Case Closure Summary. The restrictions on this site are to be entered into the City Of Oakland Permit Tracking System due to the residual contamination on the site.”

The “Covenant and Environmental Restriction on Property,” will be in the form of a deed restriction on the property that will be recorded with the Alameda County Clerk-Recorder’s office. The deed restriction must follow the Alameda County model deed restriction format, which was provided to Ms. ZumBrunnen by e-mail on April 14, 2010.

Our records indicate that the current balance on the above-referenced SLIC oversight account is a negative \$722.30. In order to continue to provide regulatory oversight, we are requesting the submittal of a check made payable to Alameda County Environmental Health in the amount of \$3,000.00. Please send your check to the attention of our Finance Department.

This deposit may or may not be sufficient to provide all necessary regulatory oversight. ACEH will deduct actual costs incurred based upon the hourly rate specified below. If these funds are insufficient, an additional deposit will be requested. Otherwise, any unused monies will be refunded to you or your designee.


The deposit is authorized in Section 6.92.040L of the Alameda County Ordinance Code. Work on this project is being debited at the Ordinance specified rate, currently \$189.00 per hour. Please write “SLIC” (the type of project), the site address, and the AR#0306009 on your check.

As you may be aware, an investigation and cleanup resulting from underground storage tank leaks was performed at the subject property to which you are named as the primary or active responsible party. Pursuant to Section 25297.15 (a), Alameda County Environmental Health (ACEH), the local agency, shall not consider cleanup or site closure proposals from the primary or active responsible party, issue a closure letter, or make a determination that no further action is required with respect to a site upon which there was an unauthorized release of hazardous substances from an underground storage tank subject to this chapter unless all current record owners of fee title to the site of the proposed action have been notified of the proposed action by the primary or active responsible party. ACEH is required to notify the primary or active responsible party of their requirement to certify in writing to the local agency that the notification requirement in the above-mentioned regulation has been satisfied and to provide the local agency with a complete mailing list of all record fee title owners.

To satisfy the above-mentioned requirement, please complete the enclosed "List of Landowners Form," and mail it back to ACEH within thirty (30) days from the date of this letter. Also your comments must be considered prior to the proposed cleanup or closure. Please respond within 30 days from the date of this letter for your comments to be considered.

If you have any questions, please call me at 510-567-6791 or send me an electronic mail message at jerry.wickham@acgov.org.

Sincerely,



Digitally signed by Jerry Wickham
DN: cn=Jerry Wickham, o, ou,
email=jerry.wickham@acgov.org, c=US
Date: 2010.04.15 11:47:13 -07'00'

Jerry Wickham, California PG 3766, CEG 1177, and CHG 297
Senior Hazardous Materials Specialist

Enclosure: List of Landowners Form

cc: Leroy Griffin, Oakland Fire Department, 250 Frank H. Ogawa Plaza, Ste. 3341, Oakland, CA 94612-2032
(Sent via E-mail to: lgriffin@oaklandnet.com)

Donna Drogos, ACEH (Sent via E-mail to: donna.drogos@acgov.org)
Jerry Wickham, ACEH

Geotracker, File

LIST OF LANDOWNERS FORM

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

CERTIFIED LIST OF RECORD FEE TITLE OWNERS FOR:

Site Name: Grand Auto

Address: 4240 International Boulevard

City, State, Zip: Oakland, CA 94601

Record ID #: RO0002483

Please fill out item 1 if there are multiple site landowners (attach an extra sheet if necessary). If you are the sole site landowner, skip item 1 and fill out item 2.

1. In accordance with Section 25297.15(a) of Chapter 6.7 of the California Health & Safety Code, I, _____ (name of primary responsible party), certify that the following is a complete list of current record fee title owners and their mailing addresses for the above site:

Name: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Name: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Name: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

2. In accordance with Section 25297.15(a) of Chapter 6.7 of the California Health & Safety Code, I _____, certify that I am the sole landowner for the above site.

Sincerely,

Signature of Primary Responsible Party

Printed Name

Date

E-mail Address

Appendix B

BILLING INVOICE

F M	WINTER PETROLEUM SERVICE, INC. 661 KINGS ROW • SAN JOSE, CA 95112 • (408) 279-2570	WORK ORDER # 87584	
		DATE	TERMS
		7 September 1986	Upon Completion
T O		LOCATION OF WORK	
	Grand Auto Inc.	Grand Auto	
	7200 Edgewater Dr.	4240 E 14th St	#43
	Oakland, CA 94621	Oakland, CA	

YOUR ORDER NO.	OUR ORDER NO.				
69-5561C					

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Contract to remove dispensers and tanks. <div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">FILE</div> [Handwritten Signature] JOB # 920-399 10-6-86		\$9,640.00
		SALES TAX	

IN ORDER TO INSURE PRO-
PER CREDIT TO YOUR AC-
COUNT, PLEASE RETURN
A COPY OF THE INVOICE
WITH YOUR REMITTANCE.
THANK YOU

A SERVICE CHARGE OF
1% PER MONTH WILL BE
CHARGED ON ACCOUNTS
OVER 30 DAYS.

PLEASE
PAY THIS AMOUNT \$

\$9,640.00

The determination was by G.C. Furge & Trap using a modified EPA 601/602 method.
Columns.... 8' x 0.1" glass with 1% SP-1000 on Carbopak B.
6' x 0.1" glass with 5% SP-1200 + 1.75% bentone 34 on Supelcoport.

[Handwritten Signature]

[Handwritten Signature]

Reviewed by.

PRAVIN PATEL (Chemist)

Grand Auto, Inc.

License #305533

7200 Edgewater Drive • Oakland, California 94621

Phone: 415-568-6500

CONSTRUCTION CONTRACT

This Agreement made this TWENTY EIGHTH day of JULY, 19 86, by and between GRAND AUTO, INC., a California corporation, hereinafter called the owner, and WINTER CONSTRUCTION INC. hereinafter called the contractor.

WITNESSETH:

That the contractor and owner for the considerations hereinafter named agree as follows:

SECTION ONE: SCOPE OF WORK. The contractor shall well and sufficiently perform and finish in a thorough workmanlike manner under the direction and to the satisfaction of the owner, and architect and engineer, if applicable, all of the hereinafter described work at GRAND AUTO STORE #43
4240 EAST 14TH STREET
OAKLAND CALIF.

and shall furnish all materials, labor, equipment, supplies and tools in connection therewith as particularly described in Exhibit A attached hereto and made a part hereof.

Said work shall be done and performed in accordance with the terms and conditions set forth herein including all general conditions, drawings, specifications, and addenda in connection herewith, which are incorporated herein by reference.

SECTION TWO: TIME FOR PERFORMANCE. The contractor agrees to commence work as soon as the project is ready, when so notified by owner, and to carry it on with sufficient force so as not to delay the general progress of work thereon. Should the contractor fail to carry on his work with sufficient force and thereby cause delay on the project, then in such event if such failure be continued twenty-four (24) hours after written notice thereof to the contractor, at the option of the owner, the work may be sublet at the cost and expense of the contractor, or, at the option of the owner, the owner may proceed thereupon to complete the work and charge the expense thereof to the contractor; in the event of the latter option, the contractor agrees that no material, machinery or tools belonging to the contractor shall be removed from the job until completion; if the owner deems it advisable to allow the contractor to proceed, it is agreed that the owner shall have the right to charge the contractor for any delay, expense or loss incurred by said failure of contractor.

It is expressly understood and agreed by the parties hereto that time is and shall be considered of the essence of the contract on the part of the contractor.

SECTION THREE: PAYMENT. The owner agrees to pay the contractor for the performance of the work agreed upon herein the sum of \$ NINE THOUSAND, SIX HUNDRED SIXTY FOUR DOLLARS AND NO CENTS. (\$9,664.00)

in current funds, subject to additions and deductions for charges as may be agreed upon in writing in accordance with Section Four hereof, payment to be as follows: 90 percent of the work in place the last day of each month to be paid for on or before the 15th day of the following month, and the balance to be paid within 35 days after completion and acceptance by the owner, architect, and engineer, of the work done by the contractor.

It is agreed by the parties that all statements for which payment is requested by the contractor shall be in the office of the owner on or before the 3rd day of the month for work completed in the prior month.

It is further agreed by the parties that before each payment is made as provided above, that receipt or releases of liens of any and all kinds or types from all materialmen and suppliers, as well as liability insurance, performance bonds, medical aid, employer's liability, workmen's compensation insurance and all other state and federal taxes of every kind on account of work done or material, tools, and equipment furnished to or by contractor shall be presented to the owner by the contractor upon the request of the owner.

It is further agreed by the parties that the payments provided for herein shall be withheld by the owner for any of the following reasons:

- Work deemed to be defective by the owner, architect or engineer, and which is not remedied within forty-eight (48) hours after written notice thereof to the contractor.
- The filing of mechanics' liens, stop notices, or informal demands for payment by any of contractor's materialmen, suppliers, or laborers.
- The receipt by owner of reasonable evidence that claims referred to in subparagraph (b) may be filed.
- The receipt by the owner of reasonable evidence that the contractor has failed to pay one or more of his materialmen, suppliers, or laborers.
- A reasonable doubt on behalf of the owner that the agreement herein can be completed for the remaining unpaid balance.

SECTION FOUR: EXTRA WORK. The parties agree that no extra work or changes under this agreement shall be recognized or paid for unless agreed to in writing before the work is done or the change is made; that said writing shall specify in detail the extra work or changes desired, the price to be paid, or the amount to be deducted should such change decrease the amount to be paid hereunder; that this condition is a condition precedent to any alteration in the payment set forth in Section Three hereof, and that all clauses of this agreement shall apply to any changes, omissions or extra work in like manner, and to the same extent as to the work contracted for, and no changes, omissions or extra work shall annul or invalidate this agreement. Notwithstanding the above, contractor agrees to make any and all changes requested by the owner in writing at a reasonable addition to or deduction from the contract price, such amount to be agreed upon in the written change order.

No agent or employee of owner is permitted to waive this provision; and contractor agrees that no such alleged waiver shall be valid.

SECTION FIVE: CONTRACTOR'S DUTIES. The contractor agrees to perform the following acts during the period this agreement is in full force and effect:

- To take out and pay for employer's liability and workmen's compensation insurance as required by the state in which this work is performed; to take out and pay for insurance fully covering and indemnifying the owner and the contractor, as their respective interests may appear, in the amount of \$1,000,000.00 against any loss because of injury or damage to persons or property including adjacent property, during the performance of this agreement. Certificates of all insurances required under this subparagraph, together with the carrier's obligation in writing not to cancel the insurance without ten (10) days written notice to the owner must be on file with the owner prior to the commencement of work herein.
- To pay all social security and workmen's unemployment insurance and all other state and federal taxes of every kind on account of any work done under this agreement by the contractor and to pay all federal, state or city sales and use taxes or similar levies on all materials, tools and equipment furnished under this agreement.
- To observe and comply with all laws, ordinances and regulations of all duly constituted authorities relating to the manner of doing work under this agreement or the materials supplied herein, to satisfy all the requirements of the inspectors, if any there be, at his own cost and expense, to apply for and obtain all necessary permits required by said authorities, to obtain all testing, inspections and to pay all fees therefor, as may be required under the laws, ordinances and regulations specified above, as well as subsequent testing made necessary by contractor's work or manner of performance.

- d. To provide, both in shops and on the project, sufficient, safe, and proper facilities at all times for the inspection of the work by the owner, architect or engineer or the authorized representatives of any of them and to provide, on request of the owner, all vouchers showing quality of material used.
- e. To remove rubbish and waste materials from the site as the work progresses so as to maintain a clean, safe condition and, upon completion of the work to remove all tools, materials, equipment, and rubbish from the site. Should contractor fail to so remove such items after forty-eight (48) hours written notice from owner, owner shall be entitled, but not obligated, to do so or to hire others to do so, and contractor agrees to reimburse owner for all costs therein involved.
- f. To submit lien releases with invoices from contractor's materialmen and suppliers, and from all employees working on the project.

SECTION SIX: BOND, GUARANTY. In the event the contractor has received payments in part or in full as provided herein, he agrees to reimburse and repay the owner for any loss or expense which the owner may suffer as a result of delay, faulty workmanship or any other loss caused by contractor. The owner shall have the right to require the contractor to furnish a corporate surety bond covering the faithful performance of the agreement and the payment of all obligations arising thereunder, including, without limitation, claims of materialmen, suppliers, and laborers, within ten (10) days after written demand thereof by owner, the premium for said bond to be paid by the owner.

Contractor shall guarantee all work done by him for the period of ONE (1) year(s) after the last notice of completion for all the work which is being performed on the building or improvements is filed and shall within that period at his own cost and expense remove and replace, or correct, any work which may be found faulty or defective. All adjacent work which may be damaged because of such removal and replacement or correction shall be replaced or repaired by the contractor at his own cost and expense.

SECTION SEVEN: INDEMNITY. Contractor shall indemnify and save harmless owner from all claims, demands, causes of action or suits of whatsoever nature arising out of the services, labor, and materials furnished by contractor, or contractor's materialmen, suppliers, or laborers under this agreement. Contractor shall immediately pay and discharge or shall provide sufficient and satisfactory securities to its laborers, materialmen, suppliers or other creditors, for payment of any obligation, or alleged obligation, any such person may have in aid of enforcement in which a lien, stop notice, or a right of any other kind is established, is attempted to be established, or may be established, or against work or real property on which work is situated. Owner may, as condition precedent to any payment hereunder, require contractor to submit complete waivers and releases of any and all claims of any person, firm, or corporation. Such releases must be submitted covering all such claims as a condition precedent to final payment.

In the event of the failure of contractor, during the progress of such work or at any time thereafter, to pay for all materials, supplies, and labor used in the prosecution of the work, owner may, at its option and upon five (5) days written notice to contractor prior thereto, pay for the same and charge the amount paid to the contractor. In case any suit to establish a lien or enforce a stop notice is brought by any person, firm, or corporation allegedly employed by, or furnishing material or services to, contractor in connection with the contract, contractor agrees to reimburse owner for all costs and expenses incurred by them, including reasonable attorneys' fees, in defense of the suit, and further agrees to pay any such claim, lien, or stop notice as is established and enforced in court and in any other way hold owner free from any costs or losses sustained as a result of such claims, liens, or stop notices. Contractor shall, as often as requested in writing by owner, make out and give to owner a sworn statement of persons furnishing labor or materials to contractor, giving their names and stating how much, if any, is due or will be due each period.

Monies received by contractor for the performance of this agreement will be used primarily for labor and materials entering into work under the agreement and shall not be diverted to satisfy other obligations of contractor.

SECTION EIGHT: ENTIRE CONTRACT. It is further agreed by the parties that no payment on account, partial payment, or payment in full shall operate as an approval of said work or materials or any part thereof or be construed in any way to be a waiver of any of the provisions of this agreement; that all negotiations and agreements prior to the date of this agreement are merged herein, and that there are no provisions, covenants, or other agreements other than those contained in this agreement or incorporated by reference herein and that this agreement is the entire agreement between the parties herein.

SECTION NINE: NON-ASSIGNMENT. This agreement shall not be assigned nor work hereunder be sublet by the contractor. The right to performance of the work herein may be assigned by the owner.

SECTION TEN: NOTICE TO PROCEED. This is not an authorization to start work; work shall commence upon issuance of a written "Notice to Proceed" which shall be issued within twelve (12) months from the date of this agreement.

SECTION ELEVEN: EFFECTIVE DATE. This agreement shall be effective upon receipt of same properly executed in the owner's office.

SECTION TWELVE: CAPTIONS. The captions of this contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this contract nor of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Contractor WINTER CONSTRUCTION INC.

California State Contractor's License No. 402754

By X Gail Williams Vice Pres.

HARLON WINTER

Title PRESIDENT

Owner - GRAND AUTO, INC., a California corporation

By Duke Owensby

DUKE OWENSBY

Title VICE PRES. ENGINEERING



GRAND/AUTO

GRAND AUTO. INC.

7200 EDGEWATER DRIVE OAKLAND, CA 94621
TELEPHONE (415) 568-6500



JULY 29, 1986

EXHIBIT "A"

CONTRACT #69-5561C
JOB #920-301

Re: UNDERGROUND GASOLINE STORAGE TANK REMOVAL
GRAND AUTO STORE #43
4240 EAST 14TH STREET
OAKLAND CALIF.

CONTRACTOR (WINTER CONSTRUCTION INC.) is to furnish all labor, materials, and equipment required for and/or reasonably incidental to the completion of the following work..

Work including but not limited to:

Disconnection, excavation, removal, disposal, of three(3) ten thousand gallon underground gasoline storage tanks, and backfill with clean soil and clean sand.

All work shall be done in accordance with all Local, Regional, State, and Federal regulations and guidelines. Work will also be performed in compliance with all safety rules and regulations.

Contractor is to supply all safety equipment to protect the jobsite, structures equipment, vehicles, and the public from damage or injury. This includes barricades, shoring, and or any other appropriate measures.

Work will include demolition of all concrete and other related materials necessary for removal of the tanks. Replacement of concrete is not included in this contract.

Soil samples shall be taken as required by law. The contractor shall secure these samples and will have them analyzed at the contractors expense.

Pipes that are designated by GRAND AUTO to remain, shall be capped and rendered gas tight.

Excavation shall be to a depth of at least thirty(30.0) inches below the lowest portion of the lowest tank, will be level, continuous, and will be at least as long and as wide as the three tanks.

The finished excavation shall be backfilled with clean soil from the excavation. The remaining void will then be filled with clean sand, and compacted to a minimum of 95% compaction. The finished compacted fill is to be level at five(5) inches below the top of the remaining asphalt.

Disposal of contaminated soil is not included in this contract.

All work is to be executed in an expeditious manner and without delay. All work is to be coordinated with the store manager, and be restricted to a minimum of space in proximity to the tank location, so as to have a minimal affect on normal store operations (INCLUDING CUSTOMER PARKING).

All work is to be done in a clean and workmanlike manner for a sum not to exceed: NINE THOUSAND, SIX HUNDRED, SIXTY FOUR DOLLARS AND NO CENTS. (\$9,664.00) ALL TAXES AND FEES INCLUDED.

X Gail Williams Vic. Pres.
HARLON WINTER, PRESIDENT
WINTER CONSTRUCTION INC. LIC#402754

Duke Owensby
DUKE OWENSBY, VICE PRES./ENGINEERING
GRAND AUTO INC. LIC.#305533



GRAND/AUTO

GRAND AUTO, INC.

7200 EDGEWATER DRIVE OAKLAND, CA 94621
TELEPHONE (415) 568-6500

*Yes
fill UG TANKS*



July, 18, 1986

Ted Gerow
Public Health Officer
Alameda County Health Agency
470, 27th Street Room #324
Oakland Ca 94612

Re; Underground gasoline storage tanks at:
GRAND AUTO STORE #43
4240 E. 14th STREET
OAKLAND CALIF.

On July 1st, 1986. the gasoline storage tanks were tested to determine their condition. On July 17th it had been determined from test results that the regular unleaded tank does not hold pressure and probably has a leak. The volume of this leak has been estimated (under test conditions) to be approx. 0.1913 gallons per hour. The results of testing the Regular tank was inconclusive. The results of testing the Super Unleaded tank showed no loss, and was certified tight by the testers.

GRAND AUTO has ceased sales of gasoline at the location, and all underground stored materials have been removed from the site.

GRAND AUTO INC. has retained WINTER PETROLEUM CONSTRUCTION COMPANY to excavate, render safe, transport and dispose of the existing storage tanks. Work will commence as quickly as permits will allow.

After soil samples have been taken and analysis results indicates if there has been any contamination of soil, and if so to what extent, a determination will be made as to the appropriate clean up procedure.

The existing storage tanks will be removed, handled transported, and disposed, in conformance with any and all LOCAL, STATE AND FEDERAL LAWS.

Agencies that have been informed of the tank test results are as follows:

The ALAMEDA COUNTY HEALTH AGENCY
DIVISION OF ENVIRONMENTAL HEALTH

The CITY OF OAKLAND
FIRE PREVENTION DEPT.

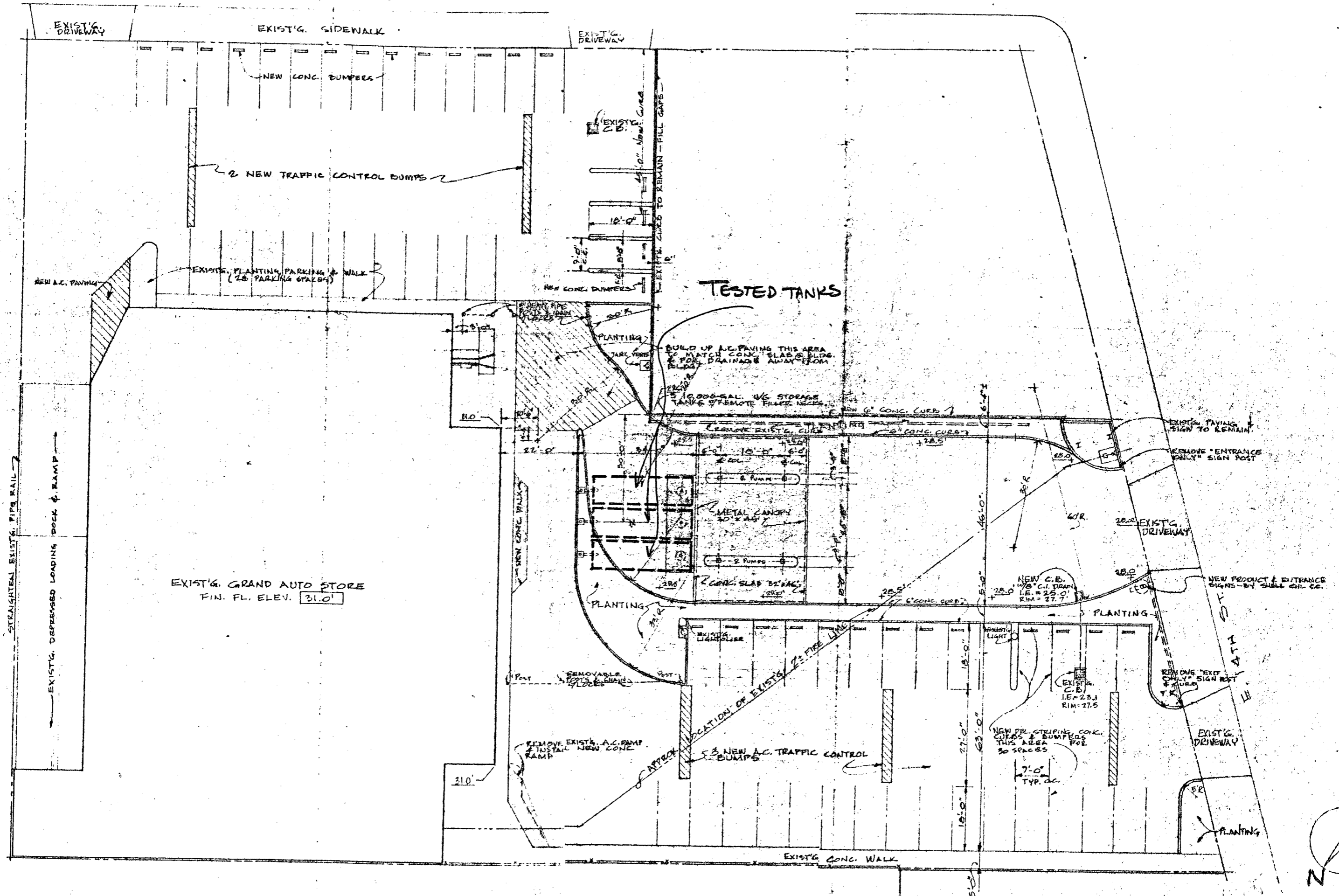
THE CALIF. STATE WATER QUALITY CONTROL BOARD
SAN FRANCISCO REGION

The CALIF. STATE OFFICE OF EMERGENCY SERVICES
WARNING DIVISION.

The FEDERAL ENVIRONMENTAL PROTECTION AGENCY
SAN FRANCISCO.

Sincerely, 
THORNTON CONSOLO, PROPERTY ADMIN.

High St.



Permit No.	_____
Copies to	_____
Date Issued	_____

APPLICATION for PERMIT to INSTALL, REMOVE or REPAIR TANKS

IN THE CITY OF OAKLAND

Date 8-13-86

Application is hereby made for permit to remove gasoline tank and excavate, commencing four feet inside the curb line
install fuel oil inside the property line
repair

on the FRONT side of E. 14th ST. St. Ave. _____ feet of _____ St. Ave.

House No. _____ Street _____
and Street N/A Avenue Present storage ~~N/A~~ FUEL

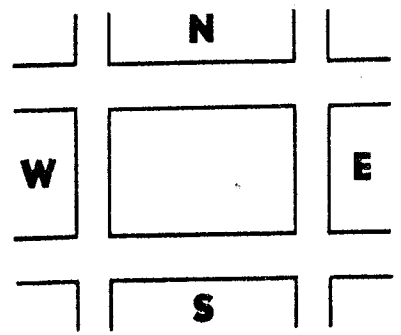
Owner GRAND AUTO Address 4240 E. 14th OAK. Phone _____

Applicant WINTER CONSTRUCTION, INC. Address 641 B. KINGS ROW S.J. Phone (408) 279-2570

Remarks _____

Sidewalk surface to be disturbed NONE X Number of Tanks 3 Capacity 10,000 Gallons each

Signature [Signature]



Winter

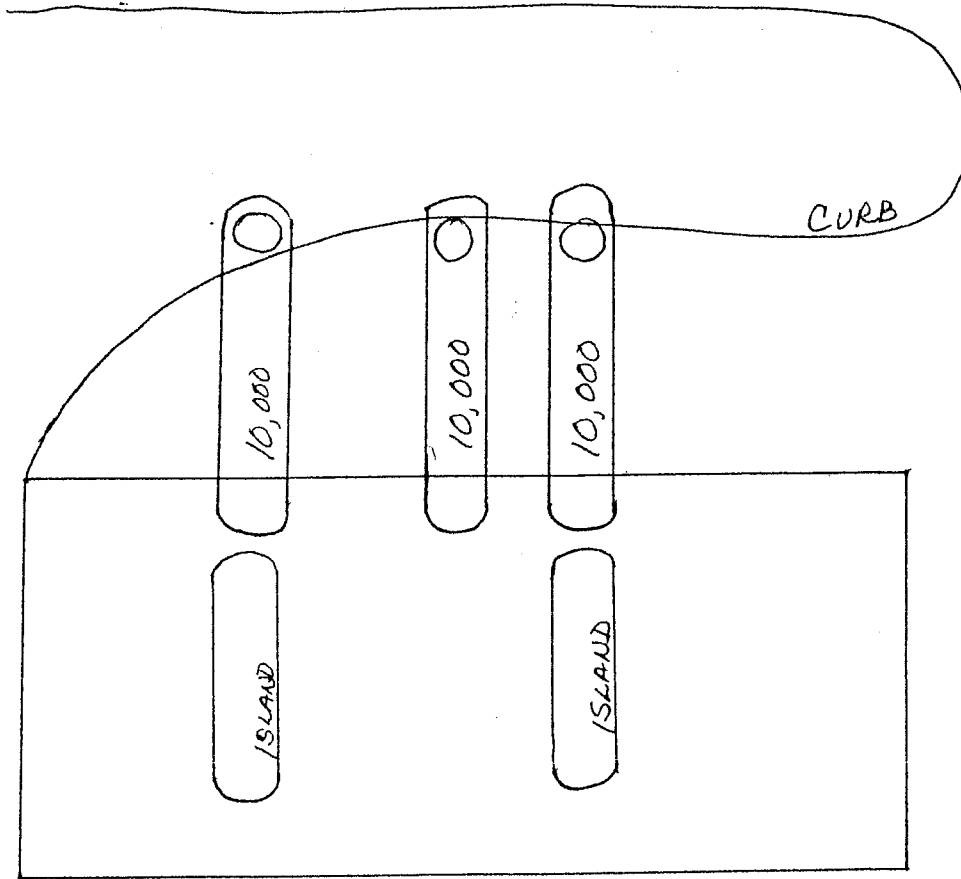
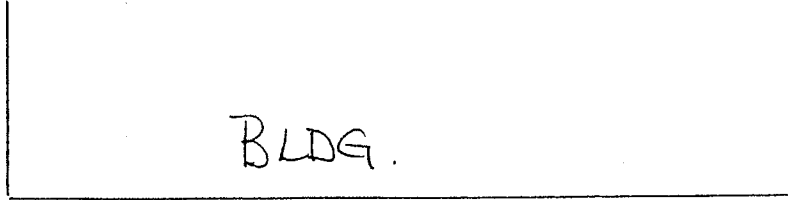
CONSTRUCTION, INC.

COMPLETE SERVICING

Licensed Contractors—All Work Guaranteed

Pumps, Hoists & Compressors

Meter Exchange, Hoses, Belts, etc.



EAST 14th ST.

SAN JOSE
661 Kings Row
(408) 279-2570

GENERAL AUTOMOTIVE, Inc.

1400 N. 4TH ST. • RENTON, WASHINGTON 98055 • (206) 251-7600

December 6, 1989

Alameda County Health Care Services
Department of Environmental Health
Hazardous Materials Program
80 Swan Way, Rm. 200
Oakland, CA 94621

Attention: Thomas F. Peacock, Senior HMS

In response to your letter dated 11/30/89, regarding the Grand Auto at 4240 E. 14th St. The underground storage tank at this location was removed 8/86 by Winter Petroleum Service, Inc. (a San Jose Co.).

General Automotive, Inc., a subsidiary of PACCAR, Inc., of Bellevue, WA acquired Grand Auto effective June 1, 1988. The closure of this tank was completed prior to the acquisition of Grand.

If you have any further questions, please call me at (206) 251-7686.

Sincerely,



Linda Reitan
Environmental Compliance Administrator



COPY

HARTCROWSER

Earth and Environmental Technologies

PRELIMINARY SITE INVESTIGATION REPORT

**Grand Auto/Super Tire Facilities
4240/4256 East 14th Street
Oakland, California 94621**

J-6077

**HART CROWSER, INC.
November 20, 1992**

COPY



HARTCROWSER

Hart Crowser, Inc.
353 Sacramento Street Suite 1140
San Francisco, California 94111
FAX 415.391.2216
415.391.1885

Earth and Environmental Technologies

November 20, 1992

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

Attention: Mr. Paul Smith
Senior Hazardous Materials Expert

Reference: Preliminary Site Investigation Report
Grand Auto/Super Tire Facilities
4240/4256 E. 14th Street
Oakland, California (I-6077)

Dear Mr. Smith:

On behalf of PACCAR Automotive, Inc., Hart Crowser, Inc. has prepared the enclosed Preliminary Site Investigation Report to document the subsurface conditions encountered during a site investigation at the above referenced properties. The site investigation plan was outlined in a Sampling and Analysis Plan dated July 6, 1992, that was previously submitted to your office.

If you have any questions on this report please do not hesitate to call me at (415) 391-1885. I will call you within a week to discuss the investigation results and to obtain your office's concurrence with the recommendations contained in our report.

Sincerely,
HART CROWSER, INC.

Patrick G. Lynch, P.E.
Senior Project Engineer

PGL/ah

Enclosure



PRELIMINARY SITE INVESTIGATION REPORT

**GRAND AUTO/SUPER TIRE FACILITIES
OAKLAND, CALIFORNIA**

J-6077

Prepared for:

**PACCAR Automotive, Inc.
7200 Edgewater Drive
Oakland, California 94621**

Prepared by:

**HART CROWSER, INC.
353 Sacramento Street - Suite 1140
San Francisco, California 94111**

**Patrick G. Lynch, P.E. #CH 4558
Senior Project Engineer**

**Dharme Rathnayake, P.E. #C45296
Technical Manager**



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**PRELIMINARY SITE INVESTIGATION REPORT
GRAND AUTO / SUPER TIRE FACILITIES
4240 / 4256 E. 14th STREET, OAKLAND, CA.**

EXECUTIVE SUMMARY

Hart Crowser has prepared this Preliminary Site Investigation Report for PACCAR Automotive, Inc., (PACCAR) for their Grand Auto and former Super Tire facilities (the site) at 4240 and 4256 East 14th Street in Oakland, California. The site is located at the corner of East 14th Street and High Street in Oakland, California, as shown on the Site Location Map (Figure 1). This Preliminary Report was prepared for PACCAR in accordance with our "Proposal to Provide Environmental Assessment and Restoration Services", dated May 29, 1992.

This preliminary report summarizes the results of a preliminary site investigation undertaken to identify whether former underground fuel storage tanks at the site may have created soil and groundwater contamination that requires remediation. Installation of four soil borings and analyses of ten soil samples from these borings indicates that the former fuel tank locations are not a continuing source of petroleum hydrocarbons and no significant contamination was present in any boring advanced through backfill in the former tank locations.

This preliminary report also presents the results of removal of two hydraulic hoists from the Super Tire facility and the removal of a former car wash sump from the Grand Auto facility. In each of these locations releases of petroleum hydrocarbons to shallow soils was detected. Visible contamination is present in the hoist excavation, but the location within a building prohibits the removal of this soil. In the car wash sump excavation, analysis of a soil sample from a depth of 8 feet below ground surface (BGS) showed Total Petroleum Hydrocarbon as gasoline (TPH-gasoline) levels of 340 parts-per-million (ppm).

A monitoring well was installed at this site on August 28, 1992 to determine the extent of the fuel residues observed during the sump removal at the former Grand Auto facility car wash. Analyses of a groundwater sample from this monitoring well showed the presence of chlorinated hydrocarbons, and TPH-gasoline

This report presents the results of the preliminary investigation and recommends investigation and remediation activities to address the hydraulic hoist and car wash sump areas.

INTRODUCTION

Hart Crowser, Inc. has prepared this Preliminary Report for PACCAR Automotive, Inc., to document the subsurface site conditions encountered during a preliminary site investigation at the Grand Auto and former Super Tire facilities at 4240 and 4256 East 14th Street in Oakland, California. The site is located at the intersection of East 14th Street and High Street as shown in Figure 1. The two properties are currently leased by PACCAR from separate owners.

The following paragraphs include a discussion of the purpose of the preliminary site investigation; a summary of the site background; and the scope of the field activities. The approach and a detailed scope of this preliminary investigation is described in the "Sampling and Analysis Plan, Grand Auto and former Super Tire Facilities, Oakland California," (Hart Crowser, July, 1992).

Purpose of the Preliminary Site Investigation

Both the Grand Auto and the former Super Tire facilities have previously been used for underground storage of petroleum fuels. The main purpose of this preliminary site investigation was to determine if this past fuel storage led to an unauthorized release of petroleum hydrocarbons into soils and/or shallow groundwater. This report contains site specific characterization data collected during the initial field investigation activities to both evaluate the need for environmental restoration and to evaluate future investigation and remediation activities.

In addition to previous underground fuel storage and dispensing activities at the site, the former Super Tire facility performed automotive servicing. A car wash was also operated within the Grand Auto property. At PACCAR's request, two inactive hydraulic hoists and a drainage sump were removed from the Super Tire facility, and a drainage sump was removed from the former car wash area of the Grand Auto site. These activities were performed to remove and evaluate these potential subsurface sources of petroleum hydrocarbons.

Planned activities which were not completed as of the date of this report include the sealing of floor drains which remain in the carwash and service shop area of the Grand Auto building.

Scope of the Field Investigation

The scope of work completed is intended to provide data to satisfy the objectives stated above. The following tasks were performed by Hart Crowser during this initial field investigation:

- Subsurface soil sampling was performed to characterize soil quality in areas of the site which are most likely to have been impacted by the former fuel storage and automotive servicing operations. Monitoring well installation was proposed contingent on the noted presence of petroleum hydrocarbons, as determined by visual field observations and photo-ionization detector (PID) readings during soil sampling. Field observations and soil sample screening did not show the presence of petroleum hydrocarbons and monitoring wells were not installed.
- Sumps and inactive hydraulic hoists were removed from the site. Two hydraulic hoists and a floor sump were removed at the former Super Tire Facility. An additional sump was removed from the former car wash area at the Grand Auto facility. These activities included removal of these objects and sampling of the base of the excavations. As a result of this sampling a boring was conducted and a monitoring well installed adjacent the Grand Auto Car Wash sump.

The scope of each of these tasks is further discussed below.

Site Description/Background

The project site is located on the northern corner of the intersection of East 14th and High Streets in the City of Oakland (Figure 1). It is approximately 2,000 feet north of US Highway 880, and about 4,000 feet north of a tidal canal within San Leandro Bay. The site slopes gently to the southwest, and occupies approximately 1.2 acres. The site is currently leased by PACCAR from two separate land owners.

The approximate 19,000 square foot Grand Auto building occupies the northern corner of the Grand Auto parcel (see Figure 2). The southeastern portion of the building was previously used as a car wash, and is currently used for merchandise storage. The remaining area of the Grand Auto

parcel is paved with asphalt and is primarily used for parking. The Super Tire parcel, which lies nearest to the intersection of East 14th and High Streets, is centrally occupied by an abandoned retail automotive service station.

The Grand Auto facility previously operated a gasoline service station. Three 10,000-gallon underground fuel storage tanks were installed during 1972 and removed during the second half of 1986. No information on the tank removal or any interim remedial actions that were taken at that time are available. A tank integrity test performed prior to tank removal indicated a leak in at least one of the tanks. A drive-through car wash was also formerly operated at the site. A drainage sump from the car wash remained along the southeast wall of the Grand Auto building. This sump collected all of the water and sediment from the washing process, and was connected to a municipal sewer line.

The Super Tire facility was leased by PACCAR in March, 1976. PACCAR never operated the site as a gas station, but did remove two existing underground gasoline storage tanks and a waste oil tank in July 1976. No environmental sampling was done as part of the tank removal, and no information on the condition of the tanks at the time of removal is available.

The existing Grand Auto building was constructed in approximately 1963. From approximately 1953 to 1963 the Grand Auto parcel was occupied by a row of single story shops, apparently performing automobile servicing. A review of historical aerial photographs for the project area show the Super Tire facility was used for retail gasoline sales as early as 1947.

SUBSURFACE ASSESSMENT

Soil Borings

The objectives of the subsurface soil sampling effort were to characterize the nature and extent of potential subsurface contamination. Six borings locations were proposed in the SAP based on the examination of historical aerial photos and maps, as well as the current site configuration. The boring locations are shown on Figure 2.

The following paragraphs describe the rationale for each of the soil boring locations.

- Boring B-1 was drilled through the backfill of the former waste oil tank location along the northern wall of the former Super Tire building. This boring was intended to provide information regarding the extent of petroleum hydrocarbons within the backfill material and the native soils beneath it. This boring was advanced to a depth just below the estimated static water level.
- Two borings (B-2 and B-4) were drilled through backfill of the former fuel tank location at the Grand Auto and former Super Tire facilities. These borings provided information on whether these areas are currently a source of petroleum hydrocarbons (i.e. was contaminated soil replaced in the pit as backfill material following removal of the tanks). These borings were advanced to a depth of 14.5 and 21.5 feet BGS, respectively.
- Two borings B-3 and B-5 were to be placed contingent on the field screening of soils and groundwater conditions in the three previously mentioned borings (B-1, B-2, and B-4, see above). These borings were to be placed to evaluate native site stratigraphy and potential subsurface soil and groundwater contamination. Neither of these borings were drilled for purposes of installing a monitoring well. Boring B-5, however was drilled to verify the results of Boring B-4. In B-4, a clean contact between backfill and native material was not identified.
- Boring B-6 was to be placed north of boring B-1 for the purpose of monitoring well installation if monitoring wells are constructed within borings B-3 and B-5. This boring was not performed and no well was installed at this location.

Four of the proposed six subsurface borings were drilled on the site during the preliminary site investigation on July 16, 1992. No groundwater monitoring wells were installed at this time.

Borings were drilled using a truck-mounted Hollow-Stem Auger (HSA) technique. Each of the borings was backfilled to the surface with cement/bentonite slurry grout. Drill cuttings were stored in a DOT-approved 55-gallon drums pending analytical results. The analytical results will be used to determine the appropriate disposal method.

A detailed lithologic log of each boring was prepared by the Hart Crowser geologist onsite in accordance with the Unified Soil Classification System and standard geologic practice. These logs provide a record of subsurface materials encountered, hydrogeologic information, and results of field screening of soil samples for volatile hydrocarbon compounds. Boring logs are included in Appendix A of this report.

Discrete soil samples were collected at approximate five-foot depth intervals using a California modified split-spoon sampler with stainless steel liners. The deepest tube from each driven sample was immediately sealed with Teflon tape, covered with tight fitting plastic caps, labeled, and placed in refrigerated storage.

A minimum of one sample per boring was submitted for chemical analysis. Samples were selected for analysis based on visual indications of contamination or PID measurements. Strict chain-of-custody procedures were maintained throughout sample acquisition, storage, and transport. A copy of the chain-of-custody record is included in Appendix B of this report.

Subsurface soil samples from Boring B-1 were analyzed for the following parameters related to storage of waste oil:

- TPH-diesel (EPA 8015)
- TPH-gasoline/BTEX (EPA 8015/8020)
- Oil & grease (EPA 5520)
- Chlorinated hydrocarbons (EPA 8010)
- Metals (Cd, Cr, Pb, Ni, Zn) (EPA 6010)
- Organic lead (DHS/LUFT)

Subsurface soil samples from Borings B-2, B-4, and B-5 were analyzed for the following parameters related to petroleum fuel storage:

- TPH-diesel (EPA 8015)
- TPH-gasoline/BTEX (EPA 8015/8020)
- Organic lead (DHS/LUFT)

Sump and Hydraulic Hoist Removal - Super Tire Site

The existing concrete sump (adjacent to a hoist location) and the two existing hydraulic hoists were excavated and removed from within the Super Tire service area. Oil remaining in the hydraulic lift system and the sump was collected in DOT 17H 55-gallon drums to the maximum extent possible. The floor sump was rinsed with a high pressure washer prior to removal. Rinsate from this process was similarly collected and stored in drums onsite. The drums will be sampled and profiled at a local oil recycling facility.

The sump and hydraulic hoists were cleaned onsite and disposed of at Vasco Road Sanitary Landfill in Livermore, California. Visually contaminated soil was excavated to the extent possible. Soil excavation was limited due the potential for undermining the Super Tire building's foundation. The soil is currently being profiled at a disposal facility.

Soil samples are to be collected from beneath the former hydraulic hoists location. These samples will be analyzed for the following parameters, consistent with the hydraulic lifts and sump:

- TPH-diesel (EPA 8015)
- TPH-gasoline/BTEX (EPA 8015/8020)
- Oil & grease (EPA 5520)
- Chlorinated hydrocarbons (EPA 8010)
- Metals (Cd, Cr, Pb, Ni, Zn) (EPA 6010)
- Organic lead (DHS/LUFT)

Sump Removal - Grand Auto Site

An existing reinforced concrete sump along the southeast wall of the Grand Auto building was excavated and removed on August 6, 1992. This dual-chambered sump (420 gallon capacity) appears to have been the sole drainage point for water generated during the operation of the former car wash. Solids remaining in the sump (the sump was filled with a consolidated soil) were collected in DOT 17H 55-gallon drums prior to removal. These drums will be sampled and profiled for disposal.

This sump was cleaned onsite and disposed of at Vasco Road Sanitary Landfill in Livermore, California. Visually contaminated soil was excavated to the lateral extent possible and to a depth of eight feet. The soil excavation was limited due the potential for undermining the Grand Auto building's foundation.

A sample was retrieved from the maximum depth of the excavation and analyzed for the following parameters:

- TPH-diesel (EPA 8015)
- TPH-gasoline/BTEX (EPA 8015/8020)
- Oil & grease (EPA 5520)
- Chlorinated hydrocarbons (EPA 8010)
- Metals (Cd, Cr, Pb, Ni, Zn) (EPA 6010)
- Organic lead (DHS/LUFT)

Monitoring Well Installation

Though not proposed in the SAP a soil boring (B-7) was drilled and a monitoring well (MW-1) was installed on August 28, 1992, adjacent to the location of the removed car wash sump. The purpose of Boring B-7 was to evaluate the extent of fuel residues found at the base of the car wash sump and to determine if an impact to groundwater had occurred in this location. The boring was located approximately eight feet east of the car wash sump.

Boring B-7 was drilled to a depth of 47 feet using the drilling and sampling methods outlined in the SAP. Two soil samples were retrieved from the boring for chemical analyses at 11 and 36 feet BGS. These samples were analyzed for the following parameter:

- TPH-gasoline/BTEX (EPA 8015/8020)

A four-inch PVC monitoring well, MW-1, was constructed in B-7. The well was developed with a truck mounted rig on September 8, 1992 using a surge and block technique. On September 10, 1992, the well was purged of approximately three casing volumes of groundwater using a submersible pump. Groundwater samples were then collected using a disposable bailer. The groundwater sample was analyzed for the following parameters:

- TPH-gasoline/BTEX (EPA 8015/8020)
- Chlorinated hydrocarbons (EPA 8010)

SITE GEOLOGY AND HYDROGEOLOGY

Site-specific geology and hydrogeology are discussed in this section. This information has been developed from onsite soil borings completed at the PACCAR site by Hart Crowser, combined with existing regional data obtained from public agencies and reviewed during this investigation.

Site Geology

The site is located in an area underlain by Quaternary alluvial deposits which consist primarily of unconsolidated clays, silts, sands, and gravels. These deposits are underlain by the Franciscan formation.

Hart Crowser explored the stratigraphy beneath the site by augering four shallow borings on July 16, 1992. An additional soil boring was performed on August 28, 1992. Descriptions of the subsurface materials encountered are provided on the boring logs, included in Appendix A of this report.

Boring logs indicate that the site is underlain by an irregularly layered sequence of silty to gravelly sands and silty clay beds up to 47 feet BGS. Since four of the borings were placed through backfill material, full characterization of subsurface soils was not possible during this phase of drilling.

Site Hydrogeology

Free water was not encountered in boring B-4 to the total depth of 21.5 feet BGS during drilling. Unconfined groundwater was encountered in the adjacent boring B-5 at a depth of 37 feet BGS. Unconfined groundwater was also found in Boring B-7 at 37 feet BGS. Regional groundwater flow within the lower aquifer is assumed to be to the southwest.

Perched groundwater was encountered in borings B-1 and B-2 at 14.5 feet and 9.5 feet BGS, respectively, at the time of drilling. The lateral extent and flow characteristics of the perched layer encountered in borings B-1 and B-2 are not known at this time.

Well log information obtained from the Alameda County Public Works Agency and from other consultant's reports for neighboring site investigations indicate that local perching layers are common to this geographic area.

Wells reported to be installed within a one-mile radius of the site include municipal irrigation wells, cathodic protection wells and groundwater monitoring wells. No domestic or municipal supply wells were identified.

RESULTS OF LABORATORY ANALYSES

This section presents the results of laboratory analyses for soil and groundwater samples collected during this investigation. The results of soil samples are summarized in Table 1. Groundwater sample results are summarized in Table 2. Copies of laboratory reports and chain-of-custody records are included in Appendix B of this report. Boring locations are shown in Figure 2.

Grand Auto Site

Former Fuel Tank Location - Both borings B-4 and B-5 were drilled in the location of the former fuel tanks on the Grand Auto property.

Boring B-4 was advanced to a total depth of 21 feet BGS. A soil sample from this boring at 21 feet BGS was analyzed for TPH-gasoline with BTEX and TPH-diesel. All compounds were reported below the limits of detection.

Boring B-5 was advanced to a total depth of 41 feet BGS. Soil samples from depths of 19 feet and 26 feet BGS were submitted for TPH-gasoline with BTEX and TPH-diesel. These samples correspond to the highest PID level measured (at 19 feet) in a soil sample and then next sample collected (at 26 feet BGS). The levels of TPH-gasoline and TPH-diesel were reported below the detection limits of 1.0 ppm and 10.0 ppm, respectively in each sample. Detectable levels of benzene (0.011 ppm) and xylenes (0.003 ppm) were measured in sample B-5 at 19 feet BGS.

Car Wash Sump Location - A sample designated S2C was collected at the base of the excavated car wash drain sump at a depth of approximately 8.5 feet BGS. Analyses performed on this sample included TPH-D, TPH-G with BTEX, oil and grease, metals and volatile organics. Results of the analyses reported 310 ppm of TPH-G. The results also reported 120 ppm of TPH-D though the lab noted that the chromatograph pattern for this sample was not consistent with the lab's diesel standard. The volatile organics toluene, ethyl benzene, xylenes and tetrachloroethylene (PCE) were also present in the sample above their respective detection limits.

The results of metal analyses of sample S2C also showed the presence of chromium, lead, nickel, and zinc at detectable concentrations. No background metal levels for shallow soils in the vicinity of the site are available to compare with the metal concentrations observed onsite. A comparison of sample results with the cleanup criteria reported in "The Designated Level Methodology for Waste Classification and Cleanup Level Determination," (Marshack, 1987), indicates that the levels of metals observed onsite are below the cleanup criteria for an "average" site. The "average" site cleanup levels for chromium, lead, nickel, and zinc reported in this document are 2,500 ppm, 500 ppm, 134 ppm, and 2,000 ppm, respectively. Therefore the result of metal analysis do not show elevated soil metal levels as a result of onsite activities.

Boring B-7 was placed approximately eight feet to the east of the sump excavation for purposes of constructing MW-1. Samples obtained from this boring at a depth of 11 and 36 feet BGS were submitted for chemical analyses for TPH-gasoline with BTEX. Sample results showed non-detectable concentrations of all compounds.

A groundwater sample was collected from MW-1 and analyzed for TPH-gasoline with BTEX, and chlorinated solvents. Results of this analysis show the presence of several chlorinated solvents and TPH-gasoline in the groundwater. The lab reported TPH-gasoline at a level of 0.15 ppm, with a chromatogram pattern that was not consistent with the lab's gasoline standard. No BTEX compounds were detected. The lab also reported the presence of PCE, trichloroethylene (TCE), cis-1,2-dichloroethene (DCE), and chloroform at levels of 0.31 ppm, 0.026 ppm, 0.011 ppm, and 0.0011 ppm, respectively. The levels of PCE, TCE and 1,2-DCE exceed the state or federal drinking water standards for these compounds. ✓

Super Tire Store

Former Fuel Tank Location - Boring B-2 was placed in the location of the former fuel tanks on the Super Tire facility. The boring was advanced to total depth of 14.5 feet BGS. Samples from depths of 6 and 14 feet BGS were submitted for chemical analyses for TPH-gasoline with BTEX and TPH-diesel. These samples represent those obtained from above the perched water table and from the bottom of the boring (B2-6, and B2-14, respectively). Results showed 40 ppm of diesel range hydrocarbons present in a sample from 6 feet BGS, but the lab noted a non-standard diesel pattern. The volatile organics toluene, ethyl benzene, and xylenes were also present in the sample from 6 feet BGS at levels ranging from 0.003 to 0.01 ppm. These components were non-detectable in the sample from 14 feet BGS.

Former Waste Oil Tank - Boring B-1 was placed in the location of the former waste oil storage tank on the Super Tire facility. The boring was drilled to a total depth of 16 feet BGS. Samples from 11 feet and 16 feet BGS were submitted for analyses for TPH-gasoline with BTEX and TPH-diesel. The shallower sample was also analyzed for chlorinated VOCs and five metals and organic lead. Results showed 430 ppm of oil and grease in the sample from 11 feet. The results of the TPH analyses, and VOC analyses indicate all compounds are present below detection limits. Metal results are similar to those reported for sample S2C, and are not elevated as a result of onsite activities.

Hydraulic Hoist Location - No samples have been retrieved from the hydraulic hoist excavations at this time. Visible staining was noted at the base of each hoist excavation beginning at 8 feet BGS. The Super Tire structure and soil conditions have been reviewed by a California registered civil engineer who indicated that the structure will require reinforcement or demolition to enable the removal of potentially contaminated soil. Perched groundwater has also entered the two excavations. The sump which was removed, was located within the excavation limits of one of the hoist.

DISCUSSION OF RESULTS

Former Fuel Tank Locations

Based on analytical results of soil samples and observation made during drilling, the former storage and dispensing of petroleum fuels does not appear to have impacted the soils and groundwater at the Grand Auto property at levels requiring remediation. It is therefore not anticipated that any further action will be required to investigate or remediate this area of the property.

The single sample from the Super Tire site (Borings B-2 at 6 feet BGS) with a measurable level of TPH-D at 40 ppm was underlain by a sample at 14 feet which had non-detectable concentrations of TPH-D. These results taken together indicate that back-fill material used for the tank excavation may have contained low levels of TPH-D. Since the concentration of TPH-D was below 100 ppm, it is not anticipated that state and local regulatory agencies will require remediation of soils within this area of the site. Although this 100 ppm level is not an official clean-up level, it is used by the Regional Water Quality Control Board (RWQCB) to prioritize case loads and to indicate whether a significant volume of fuel had been

released or discharged. Furthermore, this sample was obtained within a hydrogeologically isolated area (within backfill which is above a shallow perched water bearing zone).

Observations during the site walk indicate that the previous fuel conveyance pipelines and vent pipes still remain at the site. The current regulatory guidance requires that all piping be removed as part of an underground storage tank removal.

Hydraulic Hoists

The removal of the hydraulic hoists revealed soil staining by hydraulic oil beneath the bases of each hoist at a depth of 8 feet BGS. The color and odor of this soil indicate a potential exists that the oil and grease measured in Boring B-1 at a depth of 11 feet is a result of a hydraulic fluid release from the hoist system. Based on this observation, the vertical extent of hydraulic fluid may extend below a depth of 8 feet BGS (a sample from B-1 at 16 feet BGS showed non-detectable levels of oil and grease). Boring B-1 is approximately 15 feet east of the hoist excavations.

In order to address the hydraulic fluid residues in soil, additional excavation will be required. A engineer has reviewed the building foundation and soil conditions and concluded that additional excavation of soil will undermine the existing structure. The engineer suggested that the building be razed if extensive excavation is required. PACCAR is currently negotiating the removal of the structure with the property owner.

Grand Auto Car Wash Sump

The results of soil samples at the base of the sump show elevated levels of gasoline range hydrocarbons. This petroleum residue appears to be the results of a loose fitting where the car wash floor drainage pipe entered the sump at a depth of approximately 2 feet BGS. Soil staining was also observed on the excavation sidewall adjacent to the Grand Auto car wash building. Because of the observed source's proximity to the car wash building, it is possible that contamination extends under the building.

Boring B-7 installed as a groundwater monitoring well was intended to identify whether impacts to groundwater have occurred. Soil samples retrieved from B-7 at 11 and 36 feet BGS showed no detectable

concentrations of TPH-gasoline. These soil sample results indicate that the contamination found at the base of the sump (at eight feet BGS) has not migrated laterally.

The results of groundwater sample analyses however, indicates that the contaminants have migrated vertically. PCE, detected at a low level in the soil sample from the sump excavation, was also found in the groundwater sample from MW-1. Additional investigation will be required to determine the extent of PCE, in groundwater beneath the site. The reported detection of 0.104 ppm of PCE in shallow soils is well below soil cleanup standards used by the RWQCB at other sites in the bay area.

The TPH-gasoline results for the groundwater sample was qualified as a non-standard gasoline pattern. It is likely that chlorinated solvents eluted during the TPH analysis and are being reported by the laboratory as TPH-gasoline. The lack of detection of BTEX in the groundwater sample would supports this conclusion.

RECOMMENDATIONS

Former Fuel Tanks

Underground storage tank guidance documents require the removal of both tanks associated piping. Observations made at the site indicate that fuel conveyance pipelines and vent pipes remain on both the Grand Auto and the Super Tire facilities. These appurtenances should be removed in accordance with the Tri-Regional guidelines for the removal of underground fuel storage tanks.

Removal activities would include excavation and removal of the pipelines. Soil samples would be collected at twenty foot intervals along the excavated pipeline trench. Soil samples would be analyzed for TPH-gasoline and BTEX.

During this investigation no soil or groundwater contamination requiring remediation was identified in the vicinity of the former underground storage tank locations.

Car Wash Sump

Results of groundwater samples from MW-1 indicate that additional investigation and remediation of groundwater at the site is warranted. The following tasks are proposed to completed the investigation:

Task 1 - Sump Excavation Backfill

Hart Crowser proposes to backfill the excavation because the proximity of the excavation to a building limits the ability to excavate impacted soil. The excavation will first be lined with plastic sheeting, and then filled with a clean granular fill material. The area would be compacted and resurfaced. If further investigation reveals that soil remediation in this area is required, an in-situ remediation technique such as vapor extraction could be utilized.

Task 2 - Groundwater Confirmation Sampling

Hart Crowser proposes to resample MW-1 to confirm the results of the initial groundwater sample. The sample will be analyzed by mass spectography to determine if volatile organic compounds other than the four chlorinated solvents previously detected are present. The analysis by EPA Method 8240 should also identify components responsible for the TPH gasoline level measured in the previous groundwater sample. If the contamination is confirmed by the second round of sampling then additional groundwater monitoring wells will be installed as proposed under Task 3 below. If the confirmation samples show non-detectable concentrations of contaminants then the sampling will be reperfomed and based on the results of that third sample an investigation of groundwater will or will not be conducted.

Task 3 - Groundwater Quality Investigation

If a groundwater investigation is required then three additional monitoring wells will be installed at the locations shown in Figure 3. Monitoring Well MW-2 is proposed to determine water quality upgradient of the site. Wells MW-3 and MW-4 are proposed to determine the down gradient extent of groundwater contamination, as well as to allow a determination of the local

groundwater gradient. Following installation, the three proposed wells and the existing well will be surveyed by a licensed surveyor. Well locations have been specified assuming a southwest gradient.

The monitoring wells will be drilled with hollow-stem auger equipment. Soil cuttings will be collected in 55 gallon drums until chemical analyses results determine disposal requirements. The wells will be constructed of 4-inch schedule 40 PVC. If a perched zone is encountered in any of the proposed well locations, the encountered aquaclude penetration will be sealed with a bentonite slurry.

A single soil sample from each boring will be submitted for chemical analyses. In general this sample will be collected at the groundwater depth encountered during drilling. A PID will also be used to screen soil samples for VOCs. If high PID measurements are detected then additional samples may also be submitted for analyses. Soil samples are proposed to be analyzed by EPA Method 8020 for chlorinated hydrocarbon. If additional compounds are detected in groundwater during Task 2, than additional analytical parameter will be added.

Following installation of MW-2, MW-3 and MW-4 each of the wells will be developed by a truck-mounted rig using a surge and block technique until the groundwater produced by the well is reasonably free of sediment.

The well will be sampled a minimum of 24 hours following development. The three proposed and one existing well will be purged of a minimum of three and a maximum of five casing volumes of groundwater, or until the temperature, conductivity, and pH of the produced groundwater reaches a constant value. Samples will be collected in 40 ml vials with teflon lined septa using a disposable bailer for each well. Samples will be stored in a cool ice chest, and transported to a state certified analytical lab under chain of custody documentation. Samples will be analyzed for chlorinated solvents by EPA Method 8010.

A duplicate sample from one well and a trip blank will be submitted with the groundwater samples for quality assurance purposes.

The results of the additional groundwater investigation activities will be summarized in a supplemental site investigation report. The report would include all field data, boring logs, certified analytical reports, and a summary and discussion of the investigation results. Recommendations for on-going site monitoring, additional investigation activities, and corrective action measures will be made as appropriate.

Hydraulic Hoist Excavation

A detailed plan to investigate and/or excavate soils with hydraulic fluid will be made after a decision on the fate of the existing Super Tire structure is made by PACCAR.

LIMITATIONS

It is our opinion that the scope of the investigation reported here was sufficient to reasonably define the nature, extent, composition, and to recommended remediation for contamination that could or would be expected from the former underground fuel storage tanks. In addition, the investigation scope was adequate to define the nature, extent, and composition of contamination of soil and groundwater in, on, under, and about the premises that may have resulted from the tanks. Our detailed recommendations provide complete cleanup and/or remediation all affected soil, subsoil areas, surface water and groundwater, of any contamination in anyway related to the tanks, and render the premises, the adjacent property, lessee and lessor in full compliance with applicable environmental laws related to the work performed.

Work for this project was performed in accordance with generally accepted professional practices for the nature and conditions of the work completed in the same or similar localities, at the time the work will be performed. This plan has been prepared for PACCAR Automotive, Inc. for specific application to the Grand Auto/Former Super Tire Facilities at 4240/4256 E. 14th Street in Oakland, California. This document are not intended to represent a legal opinion. No other warranty, express or implied, is made.

TABLE 1

Summary of Soil Sample Results
 Super Tire/Grand Auto
 Oakland, California
 (in mg/kg)

Analyte	BORING	B-1		B-2		B-4	B-5		B-7		S2C
	Method	11	16	6	14	21	19	26	11	36	8
TPH as Gasoline	8015 mod.	ND 1	ND 1	ND 1	ND 1	ND 1	ND 1	ND 1	ND 1	ND 1	310
TPH as Diesel	8015 mod.	ND 10	ND 10	40 (2)	ND 10	ND 10	ND 10	ND 10	NT	NT	120
Oil and Grease	5520	430	ND 50	NT	NT	NT	NT	NT	NT	NT	ND 50
Organic Lead	DHS/LUFT	ND 2.0	ND 2.0	NT	ND 2.0	ND 2.0	NT	ND 2.0	NT	NT	ND 2.0
Aromatic VOC's	8020										
Benzene	*	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.075
Tolulene	*	ND 0.003	ND 0.003	0.004	ND 0.003	ND 0.003	0.011	ND 0.003	ND 0.003	ND 0.003	0.64
Ethyl Benzene	*	ND 0.003	ND 0.003	0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	ND 0.003	0.65
Xylene	*	ND 0.003	ND 0.003	0.007	ND 0.003	ND 0.003	0.003	ND 0.003	ND 0.003	ND 0.003	1.5 (3)
Chlorinated VOC's	8010	ND 0.005	NT	NT	NT	NT	NT	NT	NT	NT	0.104
Metals	6010										
Cadmium	*	ND 1.0	NT	NT	NT	NT	NT	NT	NT	NT	ND 1.0
Chromium	*	35	NT	NT	NT	NT	NT	NT	NT	NT	73
Lead	*	60	NT	NT	NT	NT	NT	NT	NT	NT	9
Nickel	*	40	NT	NT	NT	NT	NT	NT	NT	NT	110
Zinc	*	190	NT	NT	NT	NT	NT	NT	NT	NT	30

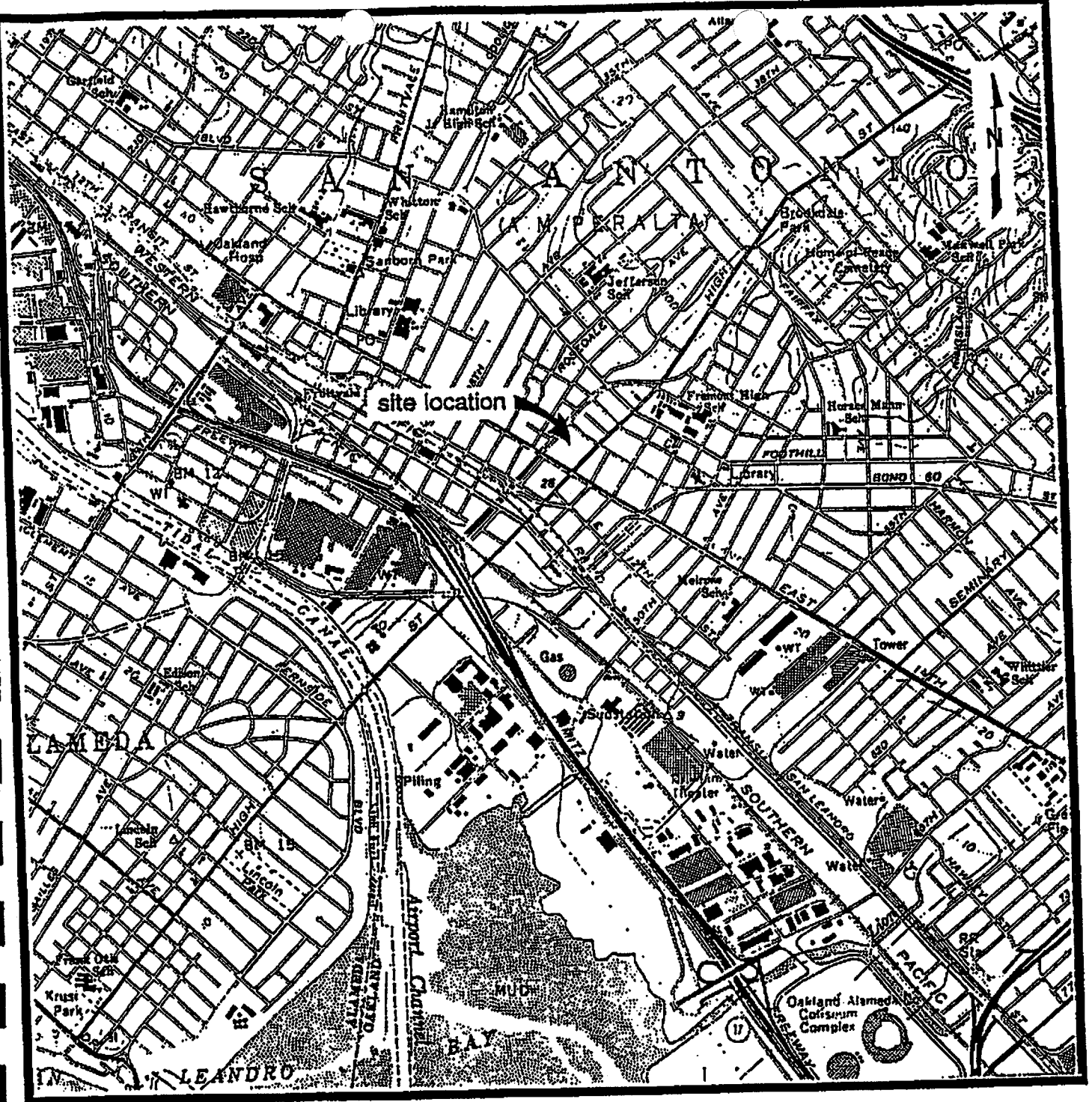
NOTES: ND X - Denotes chemical not detected at a level of X.
 NT - Test not performed on sample.
 (1) - Sample Depth in feet below groundwater surface
 (2) - Results not consistent with diesel standard
 (3) - Tetrachloroethylene, only compound detected in sample.

TABLE 2

Summary of Groundwater Sample Results
Super Tire/Grand Auto
Oakland, California
(in µg/L)

<u>Analyte</u>	<u>Method</u>	<u>MW-7</u>
TPH as Gasoline	8015 mod	150
Aromatic VOC's	8020	ND 0.3
Chlorinated VOC's	8010	
Tetrachloroethene		310
Trichloroethene		26
cis 1,2 - dichloroethene		11
Chloroform		1.1
All other compounds		ND 0.5

Note: ND X - Denotes chemical not detected at a level of X.



Base Map From USGS Oakland East 7.5 min. Quad

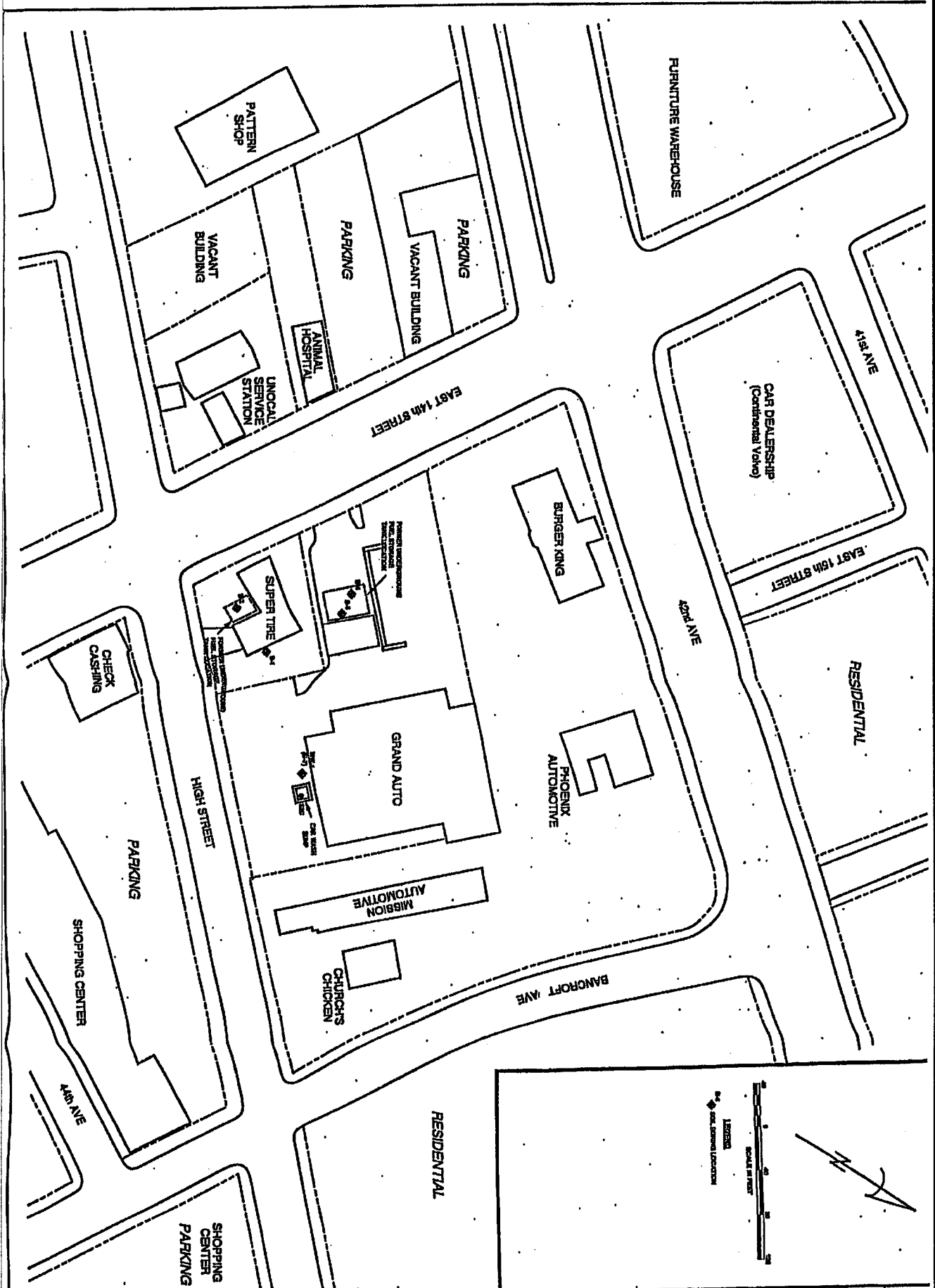
LOCATION MAP

Grand Auto/Former Super Tire Site

Oakland, California



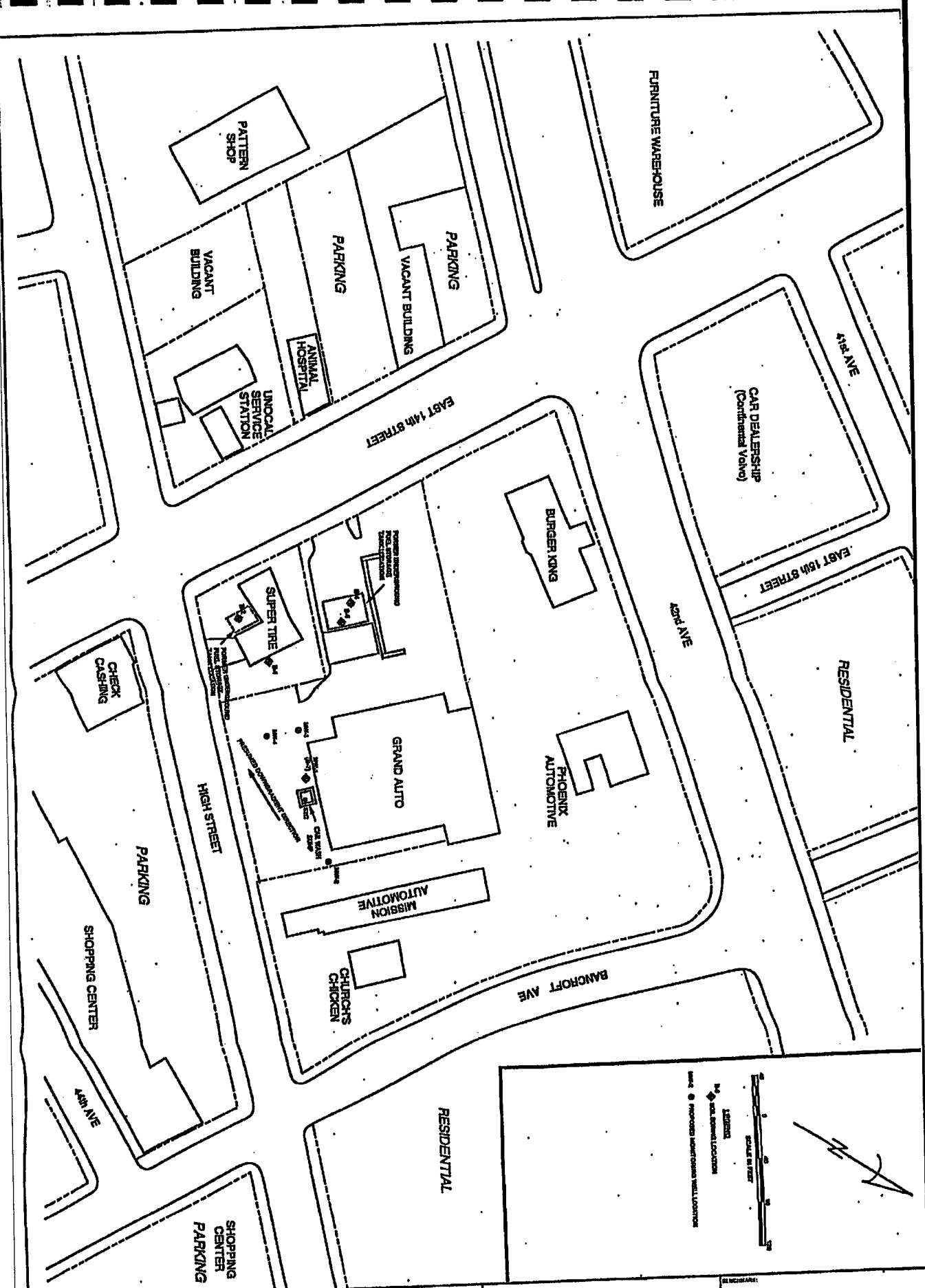
HARTCROWSER
 J-6077 7/92
 Figure 1



BORING LOCATIONS
GRAND AUTO/SUPER TIRE FACILITIES
 4240/4256 E. 14th Street
 Oakland, California
FIGURE 2

HART CROWSER
 Hart Crowser, Inc.
 553 Sacramento Road
 San Francisco, CA 94111
 415.261.1885

DATE	11/11/85	BY	WJ
SCALE	AS SHOWN	DATE	11/11/85
DESIGNED BY	WJ	CHECKED BY	WJ
DRAWN BY	WJ	DATE	11/11/85



PROPOSED MONITORING WELL LOCATIONS
GRAND AUTO/SUPER TIRE FACILITIES
 4240/4256 E. 14th Street
 Oakland, California
FIGURE 3

HART CROWSER
 2001 Crowder, San Francisco, CA 94111
 415 221-1088

DATE	BY	REVISION



HARTCROWSER

Earth and Environmental Technologies

ALCO
HAZMAT

94 JAN 18 PM 3:27

353 Sacramento Street, Suite 1140
San Francisco, California 94111
FAX 415.391.2216
415.391.1885

J-6077

January 14, 1994

Ms. Madhula Logan
Hazardous Materials Division
Alameda County Health Care Services Agency
80 Swan Way, Room 200
Oakland, California 94621

Reference: Quarterly Status Report
Grand Auto Facility
4240 East 14th Street
Oakland, California J-6077

Dear Ms. Logan:

Hart Crowser, Inc. has prepared this Quarterly Status Report on behalf of PACCAR Automotive, Inc. for the above-referenced site. The following sections present summaries of environmental activities completed at the site prior to September 1993 (Previous Site Activities), during the period of October 1, 1993 to December 31, 1993 (Current Activities) and the activities planned for the next quarter, January 1994 to March 1994 (Proposed Activities).

PREVIOUS SITE ACTIVITIES

The Grand Auto retail facility is located on an approximate 1.2 acre site. The site is currently used as an auto service and retail merchandise facility. The site was previously used for retail gasoline sales, with underground fuel storage tanks and a car wash with an associated drainage sump. The underground fuel tanks were removed in 1986. In July 1992, Hart Crowser performed a site investigation as outlined in "Sampling and Analysis Plan, Grand Auto/Super Tire Facilities," July 6, 1992. The investigation included



Groundwater samples were contained in hydrochloric acid preserved, laboratory cleaned, 40 milliliter glass vials with Teflon lined septa. After labeling, they were promptly stored in a cold ice chest. Strict chain-of-custody procedures were followed throughout sample acquisition, storage, and transport. *JK*

Samples were submitted to Superior Precision Analytical, Inc. for analysis of TPH with benzene, toluene, ethylbenzene, and xylene (BTEX) distinction by EPA Methods 5030/8015/8020, halogenated volatile organics by EPA Methods 5030/8010, and total chromium, lead, nickel and zinc by EPA Method 6010. The laboratory results are summarized in Table 1. Certified Analytical Reports and a copy of the Chain-of-Custody record can be found in Appendix A.

An historic record of TPH and BTEX concentrations for individual wells is presented in Table 2. The analytical results from this sampling were generally consistent with previous results. TPH was detected only in MW-1, where previously it was detected in all wells. However, the laboratory reported that the chromatograph for this sample did not match a typical gasoline pattern.

The concentrations of halogenated compounds were relatively the same as measured during the previous round of sampling in August 1993.

Groundwater elevations measured on November 17, 1993 are presented in Table 3. The groundwater elevations for each well are shown on Figure 2 for this date. The measured groundwater elevations in all the wells decreased by 0.35 to 0.4 feet compared to the August 4, 1993 measurements. The measured groundwater gradient is again relatively flat, however, there does appear to be a slight southwesterly flow direction, as previously observed.

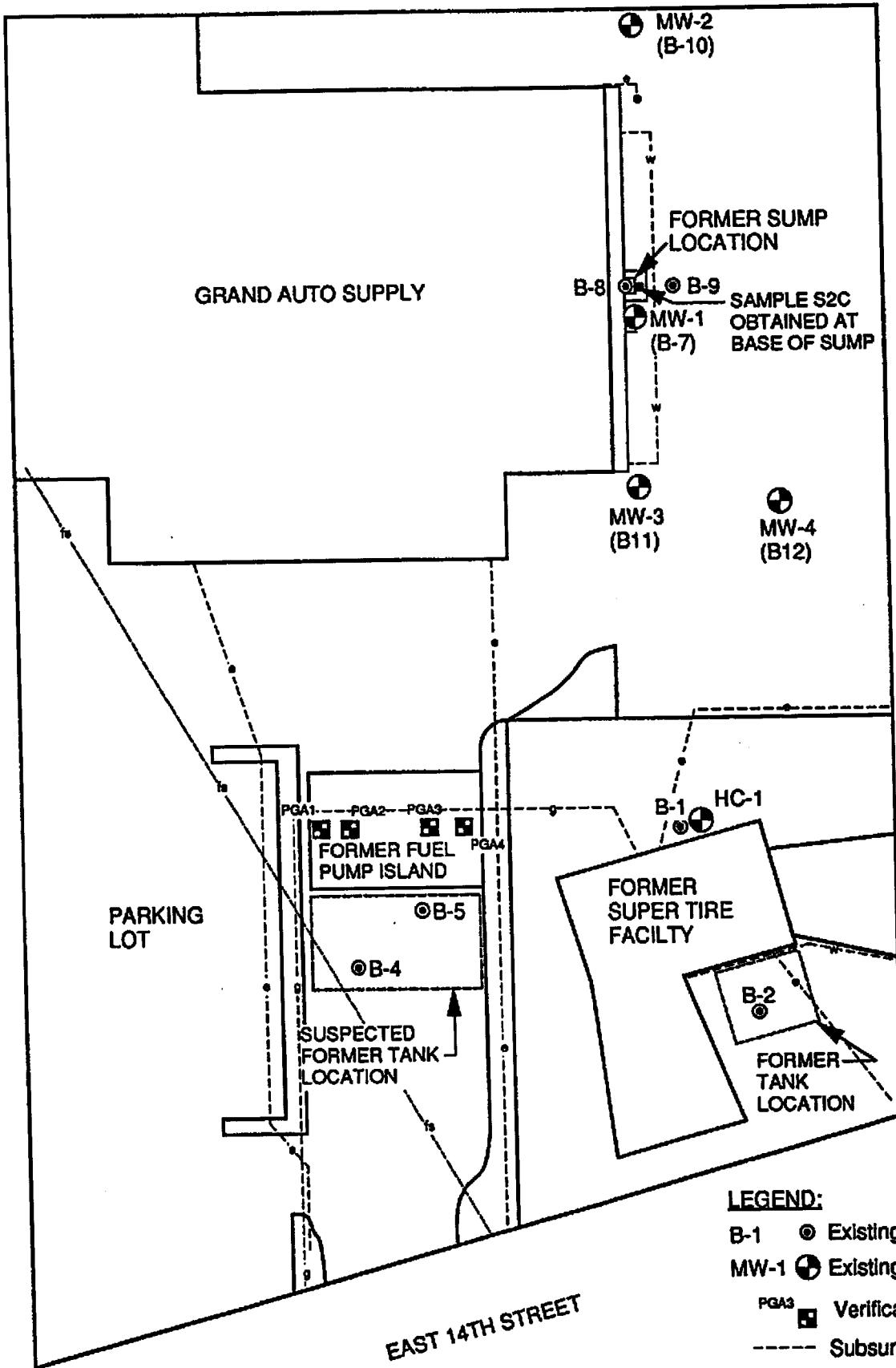
Also during this quarter, fuel conveyance piping associated with the former underground fuel storage tanks at the site was excavated and removed from the site. Verification soil samples were taken from the base of the excavation at the four locations shown on Figure 1. Each sample was analyzed for TPH as gasoline with BTEX distinction and all samples reported non-detectable concentrations of all compounds. The soil sample results are summarized in Table 4, and certified analytical reports are included in Appendix A.

TABLE 4

**Summary of Verification Soil Sample Results
Grand Auto Facility
Oakland, California
October 18, 1993
(in µg/L)**

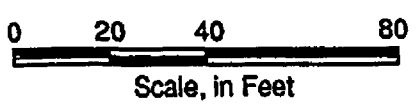
<u>Analyte</u>	<u>Method</u>	<u>PGA1</u>	<u>PGA2</u>	<u>PGA3</u>	<u>PGA4</u>
TPH as Gasoline	8015 mod	ND 1000	ND 1000	ND 1000	ND 1000
Benzene	8020	ND 3	ND 3	ND 3	ND 3
Toluene	8020	ND 3	ND 3	ND 3	ND 3
Ethyl Benzene	8020	ND 3	ND 3	ND 3	ND 3
Xylenes	8020	ND 9	ND 9	ND 9	ND 9

Note: ND X - Denotes chemical not detected at a level of X.



HIGH STREET

- LEGEND:**
- B-1 ⊙ Existing boring location
 - MW-1 ⊕ Existing well location
 - PGA3 ⊠ Verification sample location
 - Subsurface utility lines



SITE PLAN
GRAND AUTO RETAIL FACILITY
EAST 14TH & HIGH STREETS
OAKLAND, CALIFORNIA

HARTCROWSER
 J-6077 1/94
 Figure 1

wdl/pccwr oakland site v.1



Superior Precision Analytical, Inc.

1555 Burke, Unit I • San Francisco, California 94124 • (415) 647-2081 / fax (415) 821-7123

RECEIVED OCT 28 1993

HARTCROWSER Inc
Attn: Eric Schniewind

Project J6077
Reported 22-October-1993

ANALYSIS FOR GASOLINE, BENZENE, TOLUENE, ETHYLBENZENE, AND XYLENES
by EPA SW-846 Methods 5030/8015M/8020.

Chronology		Laboratory Number 57218				
Identification	Sampled	Received	Extracted	Analyzed	Run #	Lab #
PGA-1	10/20/93	10/20/93	/ /	10/20/93		1
PGA-2	10/20/93	10/20/93	/ /	10/20/93		2
PGA-3	10/20/93	10/20/93	/ /	10/20/93		3
PGA-4	10/20/93	10/20/93	/ /	10/20/93		4

**Superior Precision Analytical, Inc.**

1555 Burke, Unit 1 • San Francisco, California 94124 • (415) 647-2081 / fax (415) 821-7123

HARTCROWSER Inc
Attn: Eric SchniewindProject J6077
Reported 22-October-1993**ANALYSIS FOR GASOLINE, BENZENE, TOLUENE, ETHYLBENZENE, AND XYLENES**

Laboratory Number	Sample Identification	Matrix
57218- 1	PGA-1	Soil
57218- 2	PGA-2	Soil
57218- 3	PGA-3	Soil
57218- 4	PGA-4	Soil

RESULTS OF ANALYSIS

Laboratory Number: 57218- 1 57218- 2 57218- 3 57218- 4

Gasoline:	ND<1	ND<1	ND<1	ND<1
Benzene:	ND<.003	ND<.003	ND<.003	ND<.003
Toluene:	ND<.003	ND<.003	ND<.003	ND<.003
Ethyl Benzene:	ND<.003	ND<.003	ND<.003	ND<.003
Xylenes:	ND<.009	ND<.009	ND<.009	ND<.009
Concentration:	mg/kg	mg/kg	mg/kg	mg/kg
-- Surrogate % Recoveries --				
Surrogate Recovery:	107	108	115	114



Superior Precision Analytical, Inc.

1555 Burke, Unit I • San Francisco, California 94124 • (415) 647-2081 / fax (415) 821-7123

RECEIVED OCT 20 1993

ANALYSIS FOR GASOLINE, BENZENE, TOLUENE, ETHYLBENZENE, AND XYLENES Quality Assurance and Control Data - Soil

Laboratory Number 57218

Compound	Method Blank (mg/kg)	RL (mg/kg)	Spike Recovery (%)	Limits (%)	RPD (%)
Gasoline:	ND<1	1	104/100	75-125	4%
Benzene:	ND<.003	.003	89/90	75-125	1%
Toluene:	ND<.003	.003	92/93	75-125	1%
Ethyl Benzene:	ND<.003	.003	93/94	75-125	1%
Xylenes:	ND<.009	.009	96/96	75-125	0%

Definitions:

ND = Not Detected

RPD = Relative Percent Difference

RL = Reporting Limit

mg/kg = Parts per million (ppm)

File No. 57218

Cecilia J. Joagum
 Senior Chemist
 Account Manager

57218



Hart Crowser, Inc.
353 Sacramento Street, Suite 1140
San Francisco, California 94111

Sample Custody Record

DATE 10/20/93 PAGE 1 OF 1

JOB NUMBER J6077 LAB NUMBER _____
PROJECT MANAGER: PAT LYNCH
PROJECT NAME PACCAP OAKLAND (GRAND AVENUE)

SAMPLED BY: ERIC SCHEWIND

TESTING		NO. OF CONTAINERS
TPH-GAS/STEX	TOTAL Pb	
X	X	1
X	X	1
X	X	1
X	X	1

RUSH

OBSERVATIONS/COMMENTS/
COMPOSITING INSTRUCTIONS

LAB NO.	SAMPLE	TIME	STATION	MATRIX
	PGA-1	PM		SOIL
	PGA-2	↓		↓
	PGA-3	↓		↓
	PGA-4	↓		↓

RUSH

RUSH

Please initials: EW

Sampler stored in kit: ✓

Appropriate containers: ✓

Samples preserved: ✓

VOC's without headspace: NO

Comments: _____

RELINQUISHED BY	DATE	RECEIVED BY	DATE
<u>[Signature]</u>	<u>10/20/93</u>	<u>[Signature]</u>	<u>10/21/93</u>
SIGNATURE	TIME	SIGNATURE	TIME
<u>ERIC SCHEWIND</u>	<u>9:18</u>	<u>Pettitt</u>	<u>920</u>
PRINTED NAME		PRINTED NAME	
<u>HART CROWSER</u>		<u>Superior</u>	
COMPANY		COMPANY	

TOTAL NUMBER OF CONTAINERS	METHOD OF SHIPMENT
<u>4</u>	

SPECIAL SHIPMENT/HANDLING OR STORAGE REQUIREMENTS

48-HOUR TAT

RELINQUISHED BY	DATE	RECEIVED BY	DATE
SIGNATURE	TIME	SIGNATURE	TIME
PRINTED NAME		PRINTED NAME	
COMPANY		COMPANY	

- DISTRIBUTION:
1. PROVIDE WHITE AND YELLOW COPIES TO LABORATORY
 2. RETURN PINK COPY TO PROJECT MANAGER
 3. LABORATORY TO FILL IN SAMPLE NUMBER AND SIGN FOR RECEIPT
 4. LABORATORY TO RETURN WHITE COPY TO HART CROWSER



HARTCROWSER

353 Sacramento Street, Suite 1140
San Francisco, California 94111
FAX 415.391.2216
415.391.1885

Earth and Environmental Technologies

August 12, 1994

Ms. Madhula Logan
Hazardous Materials Division
Alameda County Health Care Services Agency
80 Swan Way, Room 200
Oakland, California 94621

Reference: Quarterly Status Report - Second Quarter 1994
Grand Auto Facility
4240 East 14th Street
Oakland, California I-6077

Dear Ms. Logan:

Hart Crowser, Inc. has prepared this Quarterly Status Report on behalf of PACCAR Automotive, Inc. for the above-referenced site. The following sections present summaries of environmental activities completed at the site prior to April 1994 (Previous Site Activities), during the period of April 1, 1994 to June 30, 1994 (Current Activities) and the activities planned for the next quarter, July 1994 to September 1994 (Proposed Activities).

PREVIOUS SITE ACTIVITIES

The Grand Auto retail facility is located on an approximate 1.2 acre site. The site is currently used as an auto service and retail merchandise facility. The site was previously used for retail gasoline sales, with underground fuel storage tanks and a car wash with an associated drainage sump. The underground fuel tanks were removed in 1986. In July 1992, Hart Crowser performed a site investigation as outlined in "Sampling and Analysis Plan, Grand Auto/Super Tire Facilities," July 6, 1992. The investigation included drilling two borings (B-4 and B-5) in the vicinity of the former location of the underground fuel storage tanks (Figure 1). Analytical results of soil samples from these borings did not show significant petroleum hydrocarbon concentrations.



The car wash drainage sump was removed on August 7, 1992. A soil sample (S2C) was collected from beneath the sump at a depth of 8.5 feet below ground surface (BGS) (Figure 1). Analytical results indicated the presence of petroleum hydrocarbons, halogenated hydrocarbons, and some metals in the soil beneath the sump. A groundwater monitoring well (MW-1) was installed within ten feet southwest of the sump, which, according to regional information, is the downgradient direction. Despite some slightly wet conditions encountered at eight feet BGS, free groundwater was not encountered until approximately 36 feet BGS. There appears to be a discontinuous perching layer at the site at approximately 8 feet BGS. The results of this phase of the investigation were summarized in the report, "Preliminary Site Investigation Report," dated November 20, 1992.

During April 1993, we drilled five soil borings (B-8 to B-12) and converted three of them to groundwater monitoring wells (MW-2, MW-3, MW-4). Hart Crowser also installed an off-site groundwater monitoring well (HC-1) at the adjacent Super Tire facility. We have included the results from this well as part of the assessment for the Grand Auto site. The wells were developed and then sampled in April 1993. The results of this phase of the assessment were summarized in a report, "Supplemental Site Investigation", June 18, 1993.

During October 1993, fuel conveyance piping associated with the former underground fuel storage tanks was excavated and removed from the site. Verification soil samples were taken from the base of the excavation at the four locations shown on Figure 1. Each sample was analyzed for TPH as gasoline with BTEX distinction, and all samples reported non-detectable concentrations of all compounds.

CURRENT ACTIVITIES

On June 7, 1994, Hart Crowser measured groundwater elevations in, and collected groundwater samples from, all five groundwater monitoring wells onsite (MW-1, MW-2, MW-3, and MW-4) and from the offsite well (HC-1). Approximately three to four well volumes of water were purged from each monitoring well before the sample was collected. Field parameters including pH, conductivity and temperature were recorded to verify stabilization prior to sampling. Pre-cleaned disposable bailers (single-use) were used to obtain samples from each well. All sampling equipment was decontaminated before use and between wells to minimize the potential for cross-contamination.



Groundwater samples were contained in hydrochloric acid preserved, laboratory cleaned, 40 milliliter glass vials with Teflon lined septa. After labeling, they were promptly stored in a cold ice chest. Strict chain-of-custody procedures were followed throughout sample acquisition, storage, and transport.

Samples were submitted to Superior Precision Analytical, Inc. for analysis of TPH with benzene, toluene, ethylbenzene, and xylene (BTEX) distinction by EPA Methods 5030/8015/8020, halogenated volatile organics by EPA Methods 5030/8010, and total cadmium, chromium, lead, nickel, and zinc by EPA Method 6010. In addition, HC-1 was analyzed for oil and grease by Standard Method 5520F. The laboratory results are summarized in Table 1. Certified Analytical Reports and a copy of the Chain-of-Custody record can be found in Appendix A.

An historic record of petroleum hydrocarbon analytical results for individual wells is presented in Table 2. The analytical results from this sampling were generally consistent with previous results. Oil and grease was not detected in the sample from HC-1. TPH-G was detected all five wells at concentrations ranging from 52 to 83 $\mu\text{g}/\text{L}$, however, the laboratory reported that the chromatographs for these samples do not match a typical gasoline pattern. The levels of TPH-G remain inconsistent with the levels of BTEX concentrations in these wells. BTEX compounds were not detected in any well during this quarter. The reported concentrations of TPH-G measured in groundwater samples is attributed to the presence of halogenated hydrocarbons in the groundwater samples (120 and 31 $\mu\text{g}/\text{L}$, respectively).

An historic record of halogenated hydrocarbon analytical results for individual wells is presented in Table 3. The concentrations of halogenated compounds were relatively the same as measured during the previous round of sampling in February 1994. Tetrachloroethylene (PCE) continues to be detected in all five monitoring wells with the highest concentration of 200 $\mu\text{g}/\text{L}$ (duplicate sample 340 $\mu\text{g}/\text{L}$) found in MW-1. Reportable concentrations of trichloroethylene (TCE) and cis-1,2-Dichloroethylene (cis-1,2-DCE) are also found in all five monitoring wells, but the highest concentrations are reported in the MW-2 samples.

An historic record of metal analytical results for individual wells is presented in Table 4. The results of metal analysis reported non-detectable concentrations of cadmium, chromium, and lead in samples from all five



wells. Nickel was detected at the detection limit of 20 µg/L. Zinc was also detected in MW-2 at the detection limit of 20 µg/L. These results are consistent with results from the previous three sampling rounds.

Groundwater elevations measured on June 7, 1994 are presented in Table 5. The groundwater elevations for each well are shown on Figure 2 for this date. The measured groundwater elevations in all the wells increased by approximately 1.5 feet compared to the February 18, 1994 measurements. The measured groundwater gradient is again relatively flat, and does not currently appear exhibit a preferential flow direction.

PROPOSED ACTIVITIES

Future activities proposed for the site include the continuation of quarterly groundwater monitoring. The next sampling event is scheduled for September 1994. We propose discontinuing the analysis of TPH-G and BTEX on the groundwater samples at that time.

If you have any questions regarding work at this site, please contact our office at your earliest convenience.

Sincerely,

HART CROWSER, INC.

Eric Schniewind, R.G.
Project Hydrogeologist

Dharme Rathnayake, P.E.
Technical Manager

ETS/DR:pr

Attachments: Figure 1 - Site Plan
Figure 2 - Groundwater Elevation Map 6/7/94

Table 1 - Results of Lab. Analysis of GW Samples
Table 2 - Historical GW Quality Data - Petroleum Hydrocarbons
Table 3 - Historical GW Quality Data - Halogenated Hydrocarbons
Table 4 - Historical GW Quality Data - Metals
Table 5 - Monitoring Well Data

Appendix A - Certified Analytical Reports

cc: Ms. Lisa Robbins, PACCAR, Inc.
Mr. Raymond Elliott, PACCAR, Inc.
Mr. Richard Hiatt, Regional Water Quality Control Board



HARTCROWSER

Earth and Environmental Technologies

Hart Crowser, Inc.
353 Sacramento Street Suite 1140
San Francisco, California 94111
FAX 415.391.2216
415.391.1885

November 9, 1994

Ms. Madhula Logan
Hazardous Materials Division
Alameda County Health Care Services Agency
1131 Harbor Bay Parkway, Room 250
Alameda, California 94502

Reference: Quarterly Status Report
Grand Auto Facility
4240 East 14th Street
Oakland, California J-6077

Dear Ms. Logan:

Hart Crowser, Inc. has prepared this Quarterly Status Report on behalf of PACCAR Automotive, Inc. for the above-referenced site. The following sections present summaries of environmental activities completed at the site prior to July 1994 (Previous Site Activities), during the period of July 1994 to September 1994 (Current Activities) and the activities planned for the next quarter, October 1994 to December 1994 (Proposed Activities).

PREVIOUS SITE ACTIVITIES

The Grand Auto retail facility is located on an approximate 1.2 acre site. The site is currently used as an auto service and retail merchandise facility. The site was previously used for retail gasoline sales, with underground fuel storage tanks and a car wash with an associated drainage sump. The underground fuel tanks were removed in 1986. In July 1992, Hart Crowser performed a site investigation as outlined in "Sampling and Analysis Plan, Grand Auto/Super Tire Facilities," July 6, 1992. The investigation included drilling two borings (B-4 and B-5) in the vicinity of the former location of the underground fuel storage tanks (Figure 1). Analytical results of soil samples from these borings did not show significant petroleum hydrocarbon concentrations.

ALCOA
HAZMAT
NOV 14 PM 4:34



The car wash drainage sump was removed on August 7, 1992. A soil sample (S2C) was collected from beneath the sump at a depth of 8.5 feet below ground surface (BGS) (Figure 1). Analytical results indicated the presence of petroleum hydrocarbons, halogenated hydrocarbons, and some metals in the soil beneath the sump. A groundwater monitoring well (MW-1) was installed within ten feet southwest of the sump, which, according to regional information, is the downgradient direction. Despite some slightly wet conditions encountered at eight feet BGS, free groundwater was not encountered until approximately 36 feet BGS. There appears to be a discontinuous perching layer at the site at approximately 8 feet BGS. The results of this phase of the investigation were summarized in the report, "Preliminary Site Investigation Report," dated November 20, 1992.

During April 1993, we drilled five soil borings (B-8 to B-12) and converted three of them to groundwater monitoring wells (MW-2, MW-3, MW-4). Hart Crowser also installed an off-site groundwater monitoring well (HC-1) at the adjacent Super Tire facility. We have included the results from this well as part of the assessment for the Grand Auto site. The wells were developed and then sampled in April 1993. The results of this phase of the assessment were summarized in a report, "Supplemental Site Investigation", June 18, 1993.

During October 1993, fuel conveyance piping associated with the former underground fuel storage tanks was excavated and removed from the site. Verification soil samples were taken from the base of the excavation at the four locations shown on Figure 1. Each sample was analyzed for TPH as gasoline with BTEX distinction, and all samples reported non-detectable concentrations of all compounds.

CURRENT ACTIVITIES

On September 20, 1994, Hart Crowser measured groundwater elevations in, and collected groundwater samples from, all five groundwater monitoring wells onsite (MW-1, MW-2, MW-3, and MW-4) and from the offsite well (HC-1). Approximately three to four well volumes of water were purged from each monitoring well before the sample was collected. Field parameters including pH, conductivity and temperature were recorded to verify stabilization prior to sampling. Pre-cleaned disposable bailers (single-use) were used to obtain samples from each well. All sampling equipment was decontaminated before use and between wells to minimize the potential for cross-contamination.





Groundwater samples were contained in hydrochloric acid preserved, laboratory cleaned, 40 milliliter glass vials with Teflon lined septa. After labeling, they were promptly stored in a cold ice chest. Strict chain-of-custody procedures were followed throughout sample acquisition, storage, and transport.

Samples were submitted to Superior Precision Analytical, Inc. for analysis of halogenated volatile organics by EPA Method 8010. The laboratory results are summarized in Table 1. Certified Analytical Reports and a copy of the Chain-of-Custody record can be found in Appendix A.

Petroleum hydrocarbons as gasoline were not analyzed during this sampling event due to the previous five quarters of sampling which indicated that petroleum hydrocarbons were not present at the site (Table 2). Although total petroleum hydrocarbons were reported they were noted by the laboratory as not typical of a gasoline pattern. They most likely represented analytical overlap from the halogenated volatile organic compounds detected in the samples.

The five metals (cadmium, chromium, lead, nickel, and zinc) were also dropped from the list of analyses, because the last five rounds of sampling indicated that metals were not present in the groundwater (Table 3).

The analytical results from this sampling were generally consistent with previous results. The concentrations of halogenated compounds were relatively the same as measured during the previous round of sampling in February 1994. Tetrachloroethylene (PCE) continues to be detected in all five monitoring wells with the highest concentration of 270 $\mu\text{g}/\text{L}$ (duplicate sample also 270 $\mu\text{g}/\text{L}$) found in MW-1. Reportable concentrations of trichloroethylene (TCE) and cis-1,2-Dichloroethylene (cis-1,2-DCE) were also found in all five monitoring wells, but the highest concentrations were reported in the MW-2 sample.

Groundwater elevations measured on September 20, 1994 are presented in Table 4. The groundwater elevations for each well are shown on Figure 2 for this date. The measured groundwater elevations in all the wells increased by approximately 0.5 feet compared to the June 7, 1994 measurements. The measured groundwater gradient is again relatively flat, and does not appear to exhibit a preferential flow direction.





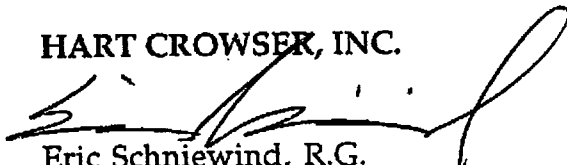
PROPOSED ACTIVITIES

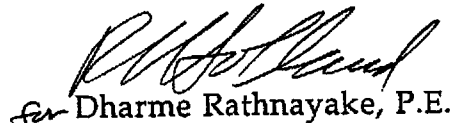
Future activities proposed for the site include the continuation of quarterly groundwater monitoring for halogenated volatile organics only. The next sampling event is scheduled for December 1994. We are currently formulating a plan to further characterize the halogenated volatile organic plume.

If you have any questions regarding work at this site, please contact our office at your earliest convenience.

Sincerely,

HART CROWSER, INC.


Eric Schniewind, R.G.
Senior Project Hydrogeologist


for Dharne Rathnayake, P.E.
Technical Manager

ETS/DR:pr

Attachments: Figure 1 - Site Plan
 Figure 2 - Groundwater Elevation Map 9/20/94

 Table 1 - Historical GW Quality Data - Halogenated Hydrocarbons
 Table 2 - Historical GW Quality Data - Petroleum Hydrocarbons
 Table 3 - Historical GW Quality Data - Metals
 Table 4 - Monitoring Well Data

 Appendix A - Certified Analytical Reports

cc: Ms. Lisa Robbins, PACCAR, Inc.
 Mr. Raymond Elliott, PACCAR, Inc.
 Mr. Richard Hiatt, Regional Water Quality Control Board



Appendix C



STANDARD GEOPROBE® AND SUB-SLAB PROBE SOIL VAPOR SAMPLING PROCEDURES

Geoprobe® PRT Soil Vapor Probe Advancement Sampling

The Geoprobe® Post Run Tubing (PRT) soil vapor sampling process involves driving into the subsurface a disposable Geoprobe® sampling probe with expendable tip and a PRT adapter that are connected to 4-foot sections of Geoprobe® 1.25-inch inside diameter (ID) extension rods. The PRT adapter has a reverse-thread adapter at the upper end to allow the connection of flexible soil vapor sampling tubing with a PRT tubing adaptor after the installation (post-run) of the tip. The entire sampling assembly, the sampling tip, PRT adapter, and the Geoprobe® extension rods, is driven into the subsurface by a truck-mounted hydraulic percussion hammer. The sampler is driven to the desired depth as additional rods are connected. At the desired sampling depth, a sufficient length of disposable flexible polyethylene or Teflon® sample tubing is first lowered through the center of the extension rod and connected to the PRT adapter. The extension rod is then retracted 3 to 4 inches to create a small void around the PRT adapter and the expendable sampling tip for extracting a soil vapor sample from that location. Bentonite chips will be used to fill the annular space between the probe and the subgrade material to the ground surface. The bentonite will then be hydrated with distilled water. The temporary Geoprobe® PRT soil vapor probe will be sampled at least 30 minutes following driving of the probe, to allow vapor conditions to equalize in subsurface materials and the bentonite surface seal to hydrate.

Sub Slab Soil Vapor Probe Installation

Semi-permanent sub-slab soil vapor probes are emplaced as follows: A 1-inch diameter hole is drilled through the concrete floor slab using a portable electric drill. The boreholes are advanced approximately 0.5 feet bgs into the subgrade material beneath the floor slab. Stainless steel vapor probes 2 inches long by 0.5 inches in diameter, tipped with porous plastic membranes, will be inserted to the bottom of each sub-slab borehole. The probe tips will be attached to lengths of 0.25-inch diameter Teflon® tubing extending to the top of the floor slab. A fine sand filter pack will be placed in the borehole annulus around the probe. Bentonite chips will then used to fill the borehole annular space above the filter pack between the probe and the to the floor slab base. The bentonite will then be hydrated with distilled water.

Portland cement will be poured into the borehole annulus in the concrete floor slab to seal the probe. Care will be taken not to over hydrate the bentonite and cement to limit the introduction of excess moisture to the subsurface. Each probe will be constructed with a brass threaded fitting and cap attached to the top of the Teflon® tubing and recessed below the concrete floor. A plastic cap will then be placed flush with the concrete floor to minimize tripping hazards. AllWest will allow a minimum of two days prior to sampling to allow the cement to setup and for subsurface conditions to stabilize.

Soil vapor sampling procedures will be similar for both the semi-permanent and temporary vapor probes, in general accordance with *Interim Final, Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air - DTSC December 15, 2004 (Revised February 7, 2005)*. Soil vapor sampling will not be performed if measurable precipitation has occurred within the previous five days.

Soil Vapor Sampling via Syringe and Mobile Laboratory

The surface end of the flexible tubing is first connected to a vacuum tank with a diaphragm pump to purge the ambient air from the tubing. After a minimum of one minute purging time to remove at least 3



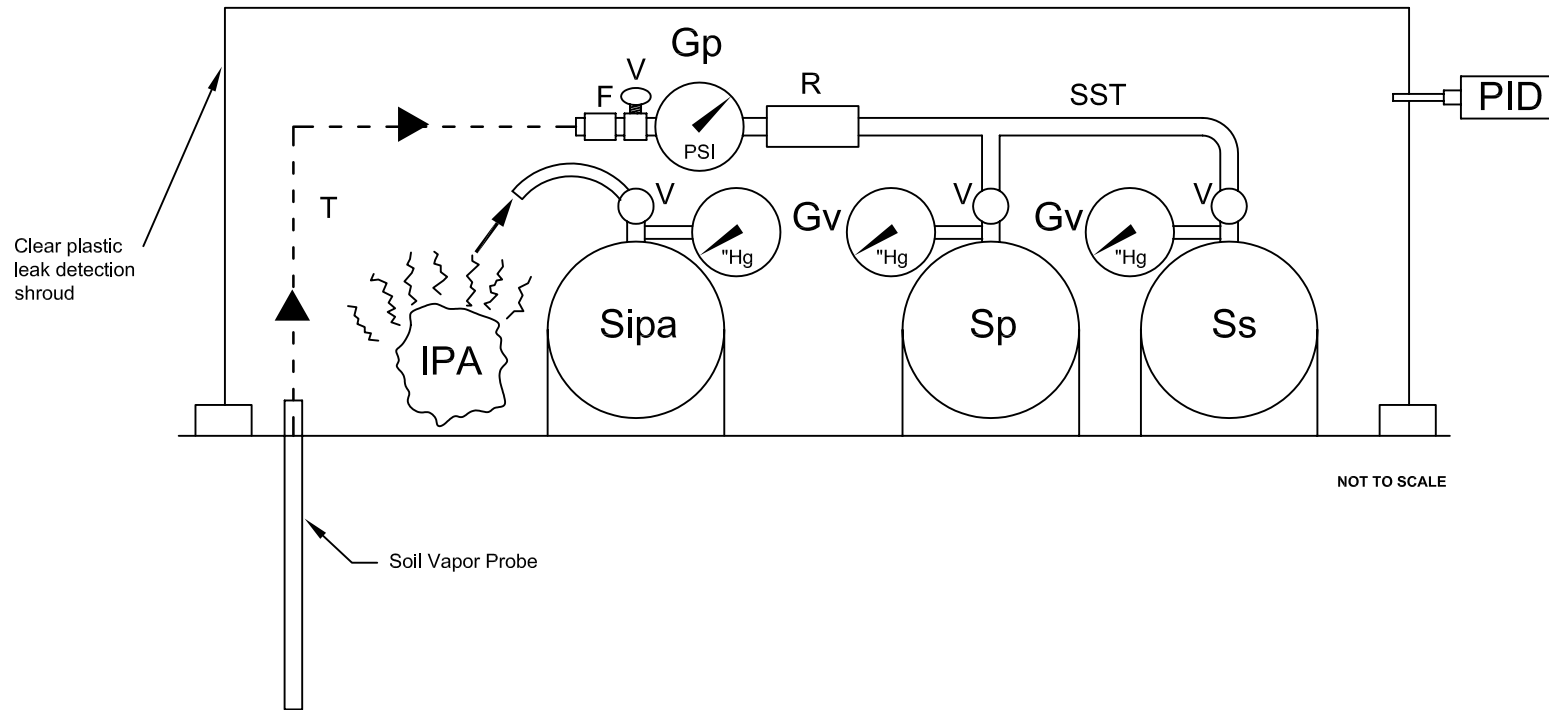
sampling system volumes, the flexible tubing is connected to a syringe collect a vapor sample. The syringe is then immediately transported to an on-site mobile laboratory for analysis.

Soil Vapor Sampling via Summa Canister

AllWest will collect soil vapor samples in laboratory prepared 6-liter capacity SUMMA canisters. Prior to vapor purging and sample collection, a vacuum leak test of the flow-controller/gauge manifold assembly will be performed for a minimum of 5 minutes. Prior to sample collection, approximately 1 liter of soil vapor (or a minimum of 3 sampling system volumes) will be purged at a flow rate of approximately 200 milliliters per minute (ml/min) from each sub-slab vapor probe using a dedicated 6-liter capacity SUMMA purge canister.

During vapor sample collection, a vacuum leak test of the flow-controller/gauge manifold assembly will be performed using isopropyl alcohol (IPA), difluoroethane or helium as a leak tracer inside an airtight shroud. IPA concentrations inside the shroud will be monitored using a photo-ionization detector (PID). An ambient air sample will be collected using a SUMMA canister inside the leak detection shroud during at least one soil vapor probe sampling to measure IPA, difluoroethane or helium concentrations inside the shroud concurrent with PID readings and soil vapor sample analysis. Flow rates of approximately 200 milliliters per minute (ml/min) will be used to fill the canisters. The canisters will be filled to approximately 80% of capacity. All pertinent field observations, pressure, times and readings will be recorded. Sample containers will be labeled, placed in a dark container and transported under chain-of-custody control to the analytical laboratory.

General Soil Gas Sampling Manifold Schematic with Leak Detection Shroud



LEGEND

F	=	Filter
V	=	Valve
Gp	=	Pressure Gauge
R	=	Flow Regulator
Gv	=	Vacuum Gauge
Sp	=	Purge Summa Canister
Ss	=	Sample Summa Canister
Sipa	=	Ambient Air IPA Summa Canister
IPA	=	Isopropyl alcohol-soaked rag - leak detection gas
PID	=	Photo-ionization detector for IPA concentration readings
T	=	Disposable Teflon or Polyethylene Tubing
SST	=	Stainless Steel Tubing and Fittings



AllWest

PROJECT NO.
29005.25.1

FIGURE B-2

IDEAL CLEANERS

1154 SOUTH MAIN STREET

SALINAS, CALIFORNIA

SOURCE: ALLWEST

PREPARED BY: C. RAMELB

DATE: 07/27/09



AllWest Environmental, Inc.

Specialists in Physical Due
Diligence and Remedial Services

530 Howard Street, Suite 300
San Francisco, CA 94105
Tel 415.391.2510
Fax 415.391.2008

SOIL GAS VAPOR FIELD LOG

Project No: _____ Project Name: _____

Date: _____ Vapor Probe No: _____ Serial No: _____

Regulatory Agencies: _____

Contractor: _____

Hole Diameter: _____ Total Depth: _____ Grout/Bentonite: _____

Probe Diameter: _____ Line Length: _____ Purge Volume: _____

Tracer Gas: _____ Flow Regulator: _____ (ml/min) Leak Test: Pass/Fail

Laboratory Name and Number: _____

SAMPLE COLLECTION

Start Time	Time Elapsed	Pressure	Remarks

Remarks: _____

Sampler: _____



Groundwater Monitoring Well Development

Groundwater monitoring wells will be developed with the combination of surging and pumping actions. The wells will be alternately surged with a surging block for five minutes and pumped with a submersible pump for two minutes. The physical characteristics of the groundwater, such as water color and clarity, pH, temperature, and conductivity, will be monitored during well development. Well development will be considered complete when the groundwater is relatively sediment-free and groundwater characteristic indicators are stabilized (consecutive readings within 10% of each other).

Groundwater will be sampled from the developed wells no sooner than 48 hours after well development to allow stabilization of groundwater conditions. Prior to groundwater sampling, a proper purging process will be performed at each well. The purpose of well purging is to remove fine grained materials from the well casing and to allow fresh and more representative water to recharge the well. 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 clear poly bailer will then be lowered into the well casing and partially submerged. Upon retrieval of the clear bailer, the surface of the water column 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 an electrical submersible pump or a bailer. A minimum of 3 well volumes 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 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 its content.

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. Sample handling, storage, and transport procedures described in the following sections will be employed. All well development and purging water will be temporarily stored on-site in 55-gallon drums awaiting test results to determine the proper disposal method.



PURGE TABLE

WELL ID: _____
Page ____ of ____

SITE NAME: LOCATION:
PROJECT NO: DATE PURGED:
PURGED/SAMPLED BY: DATE SAMPLED:
TIME SAMPLED: DEPTH TO BOTTOM (feet):
DEPTH TO WATER (feet): WATER COLUMN HEIGHT (feet):
CALCULATED PURGE (gallons): CASING VOLUME (gallons):
ACTUAL PURGE (gallons)

DEVELOPMENT _____ QUARTERLY _____ BIANNUAL _____ OTHER _____

SAMPLE TYPE: Groundwater _____ Surface Water _____ Other _____

CASING DIAMETER: 2" _____ 3" _____ 4" _____
Casing Volume (0.16) (0.38) (0.66)
(gallons per foot):

FIELD MEASUREMENTS

Table with 7 columns: VOLUME (gal), TIME, TEMP (degrees C), PH (units), CONDUCTIVITY (umhos/cm), DISSOLVED OXYGEN (mg/L), TURBIDITY (NTU)

SAMPLE INFORMATION

SAMPLE DEPTH TO WATER (feet): _____ Analyses: _____
80% RECHARGE: Y/N SAMPLE TURBIDITY: _____
ODOR: _____ SAMPLE BOTTLE/PRESERVATIVE: _____

PURGING EQUIPMENT

___ Centrifugal Pump ___ Bailer (Teflon)
___ Submersible Pump ___ Bailer (PVC or disposable)
___ Peristaltic Pump ___ Bailer (Stainless Steel)
___ Purge Pump
Other: _____

SAMPLING EQUIPMENT

___ Centrifugal Pump ___ Bailer (Teflon)
___ Submersible Pump ___ Bailer (PVC or disposable)
___ Peristaltic Pump ___ Bailer (Stainless Steel)
___ Purge Pump
Other: _____

Comments: _____

Appendix D



APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: SOIL VAPOR INVESTIGATION
AND GROUNDWATER MONITORING WORKPLAN
KRAGEN AUTO SUPPLY (FORMER GRAND AUTO #43)
4240 INTERNATIONAL BOULEVARD (EAST 14TH STREET)
OAKLAND, CALIFORNIA

To: AllWest Environmental, Inc.
530 Howard Street, Suite 300
San Francisco, CA 94105

From (Applicant): _____
(Please clearly identify name and address of person/entity applying for permission to use or copy this document)

Ladies and Gentlemen:

Applicant hereby applies for permission to rely upon *AllWest's* work product, as described above, for the purpose of: (state here the purpose for which you wish to rely upon the work product)

Applicant only can accept and rely upon *AllWest* work product under the strict understanding that Applicant is bound by all provisions in the Terms and Conditions attached to the report. Every report, recommendation, finding, or conclusion issued by *AllWest* shall be subject to the limitations stated in the Agreement and subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. *AllWest* may withhold permission at its sole discretion or require additional re-use fees or terms.

FEES: A \$1,000 coordination and reliance fee, payable in advance, will apply. If desired, for an additional \$75 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if your request for reliance is not approved.

REQUESTED BY

APPROVED BY

Applicant Company

AllWest Environmental, Inc.

Print name and Title

Print Name and Title

Signature and Date

Signature and Date

PROJECT NUMBER: 11043.23
PROJECT NAME: SOIL VAPOR INVESTIGATION AND GROUNDWATER MONITORING WORKPLAN
KRAGEN AUTO SUPPLY (FORMER 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

1. 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 fifty-four cents (\$.54) 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 annum 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 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. The financial liability of AllWest, including its employees and independent contractors including attorney fees for negligent errors or omissions including negligent misrepresentation(s) resulting from inspection/assessment services shall not exceed \$25,000 and shall be limited to direct damages. All other damages such as loss of use, profits, anticipated profits, interest, 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. Payment of any invoice by the Client to AllWest shall be taken to mean the Client is satisfied with AllWest's services to the date of payment and is not aware of any deficiencies in those services.

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

6. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and 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 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

7. 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.
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

11. 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

15. 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 venturer 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

16. 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.