

May 2, 1989

"PHASE II" proposal

Ms. Vali Cooper
City of Piedmont - Public Works Department
120 Vista Avenue
Piedmont, CA 94611

Subject: Phase II Proposal
120 Vista Avenue
Piedmont, CA
[ATT Project #9010]

Dear Ms. Cooper:

Aqua Terra Technologies, Inc. (ATT) is pleased to submit this proposal for a limited soils investigation at 120 Vista Avenue, Piedmont, CA. Included in this proposal is a discussion of the scope of work and an estimated budget. The following scope of work is based on the results presented in the ATT report to the City of Piedmont dated April 27, 1989. The purpose of the limited soils investigation is to establish the presence or absence of petroleum hydrocarbon contamination at the subject property. The scope of work will be divided into two work tasks. A detailed description of each work task along with an estimated budget is provided below.

SCOPE OF WORK

Based on information obtained during the preliminary environmental site assessment, ATT feels that further soil characterization activities are warranted. The following work tasks are proposed to evaluate the possibility of significant contamination at the subject property.

Task 1 - Soils Investigation

Four borings will be drilled, and soil samples collected, using a hollow stem auger to evaluate the existence of residual contamination at the former underground storage tank locations. Planned locations of these borings are presented in Plate 1, Attachment A. The boring locations have been selected after reviewing the ASE report dated August 12, 1988. One boring will be placed at the location of the "center east" sampling location (ASE Report). This boring represents the most likely location of contamination. Three additional borings will be drilled to evaluate contaminant migration. The locations of these borings will be north, south, and east of the above boring location. Soil borings will be advanced to refusal or a maximum

Aqua Terra Technologies
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depth of 45 feet. Soil samples will be collected in accordance with protocol presented in Attachment B. Soil samples will be collected at depths of 10, 15, 25, 35, and 45 feet for analysis at a California Department of Health Services (DHS) certified laboratory. All samples collected will be analyzed for TPH as gasoline, benzene, toluene, ethylbenzene, and xylene (BTEX), and organic lead. A boring log with lithologic descriptions will be recorded at the time of drilling. All drilling activity will be under the supervision of a Registered Geologist or Professional Engineer.

Upon completion of drilling and sample collection activities, each boring will be filled with neat Portland cement and surfaced to grade level.

Task 2 - Prepare Summary Report

Upon completion of field activities and laboratory analysis, ATT will prepare a summary report. This report will document all field activities and analytical results. ATT will provide an opinion with regard to further action including remediation options if necessary. If in ATT's opinion, no further action at the site is warranted, budget has been provided for one meeting with the Alameda County Health Department to present conclusions on behalf of the City of Piedmont.

Prior to commencing with drilling activities, Underground Service Alert (USA) will be contacted to identify underground utility locations in the immediate area. In addition, budget has been provided for a private utility locator to tone the site, and concrete sawing to provide access for drilling. All boring locations will be approved by the City of Piedmont. Soil cuttings generated during drilling activities will be maintained onsite pending results of laboratory analysis. Proper disposal of soil cuttings will be the responsibility of the City of Piedmont. The City of Piedmont assumes all responsibility for damage to underground structures caused by drilling activities. Any necessary permits will be obtained by the City of Piedmont.

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Based on the above work tasks, the following budget is proposed:

Description	Estimated Budget
Task 1 - Soils Investigation	\$16,250
Task 2 - Prepare Report	<u>\$ 2,250</u>
Total Estimated Budget	\$18,500

It is proposed that compensation for consulting services performed by ATT be on a time and expense reimbursable basis. Personnel time shall be billed according to ATT hourly rates and direct project related costs shall be reimbursed at cost plus 15 percent as described in the schedule of charges provided in Attachment C. Expenses include travel by public and commercial transportation, meals and lodging while traveling, materials and other than normal office supplies, reproduction, printing, services of subconsultants and subcontractors, and other definable project expenses. The use of ATT vehicles shall be paid at the rate of \$0.30 per mile.

To assure a clear understanding of all matters related to our mutual responsibilities, the Standard Conditions provided in Attachment D are made a part of our agreement for the provision of consulting services, and accordingly, should any conflict exist between the attached terms and the form of any purchase order or confirmation issued, the terms of this proposal and the attached Standard Conditions shall prevail. Our written agreement precedes and supercedes any verbal agreement.

SCHEDULE

ATT anticipates that drilling activity will commence within three weeks of acceptance of this proposal, and that the final report will be completed within two weeks after receiving analytical results from the laboratory.

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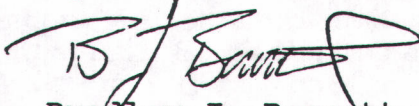
Normal laboratory turnaround for this type of sample is two weeks. ATT estimates that a total of eight weeks upon date of proposal acceptance will be required to complete the project.

If this proposal meets with your approval, please sign where noted below and return a copy to our office to act as your formal authorization for ATT to proceed with the scope of work as outlined herein.

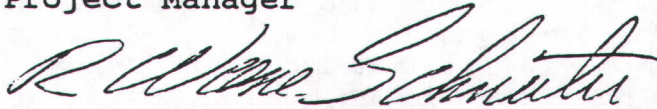
Please call us if you have any comments or questions.

Sincerely,

AQUA TERRA TECHNOLOGIES, INC.



Bradley J. Bennett
Project Manager



R. Wane Schneiter, Ph.D., P.E.
Vice President

BJB/RWS:dh
Attachments

AGREEMENT:

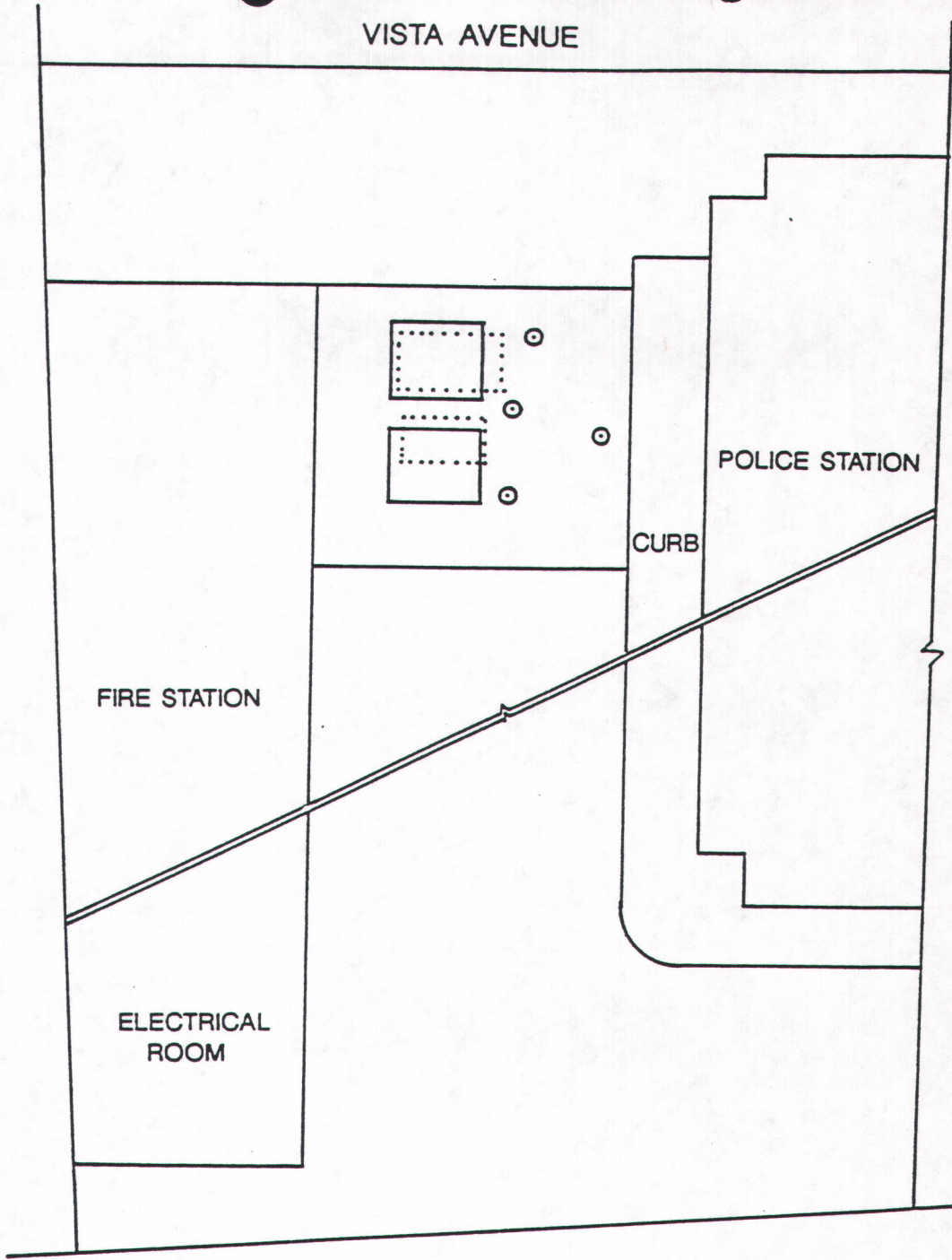
City of Piedmont

By: _____

Title: _____

Date: _____

VISTA AVENUE



LEGEND

- Former Tank Locations
- New Tanks
- ⊙ Proposed Boring Locations

Proposed Boring Locations

City of Piedmont

PLATE

JOB NUMBER
9010

DATE
4/89

1

ATT

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ATTACHMENT B

SOIL & GROUNDWATER SAMPLE
COLLECTION & HANDLING PROTOCOL

INTRODUCTION & PURPOSE

Because reliable and representative test results must be generated from soil and groundwater samples, it is essential to establish a sampling procedure which assures that all samples are:

- Collected by approved and repeatable methods
- Representative of the materials(s) at the desired location and depth
- Uncontaminated by container and sampling equipment

The following sampling protocol is designed to be a guide to the sampling and handling procedures for soil and groundwater samples to be collected. Based on conditions which may be encountered in the field, some modifications to this protocol may be required to fit the needs of an individual site.

SAMPLING PROCEDURES

Groundwater Sampling

Prior to collecting groundwater samples, monitoring wells will be purged by bailing until pH, conductivity, and temperature levels stabilize. Wells will be purged and groundwater samples will be obtained using a Teflon bailer and nylon rope. New nylon rope is used for each well.

The appropriate number of sample containers and type will be used for each sample collected, in accordance with the analytical laboratory requirements and EPA protocol. The bottles will be filled using the bailer. All sample bottles will be pre-cleaned by the supplier according to EPA protocols.

To prevent cross contamination of groundwater samples by the sampling equipment, all equipment used in sampling will be washed with a trisodium phosphate solution, triple rinsed with distilled water, and allowed to air

dry prior to each use. A sample of the distilled water used in the final rinse will be retained for analysis as part of sample quality assurance.

Soil Sampling

After the soil sampler is driven to the desired depth and the samples are retrieved, each end of the ring containing the soil sample to be retained for laboratory analysis will be sealed with Teflon sheeting, covered with plastic end caps, and sealed with PVC tape. All sample containers (tubes and end caps) will be steamed cleaned and air dried prior to use. The soil sample recovered in the ring just above the sample retained for chemical analysis will be examined in the field for visual and olfactory indications of chemical contamination and used for lithologic description.

The Unified Soil Classification System (USCS) will be used to log and describe the soil by the on-site geologist. These logs will also include details of the sampling process such as depth, apparent odors, discoloration, and any other factors which may be required to evaluate the presence of contamination at the site.

POST SAMPLING PROCEDURES

One field/travel blank consisting of one sample bottle filled with distilled water will accompany soil and groundwater sample containers at all times, including during transport to and from the site. Distilled water field/travel blanks will be analyzed according to the appropriate EPA Methods corresponding to the soil/groundwater sample analyses.

Sample containers will be labeled with sample number, project number, date, and the initials of the person collecting the sample. A separate sample collection record will be maintained for each groundwater sample collected.

Soil and groundwater samples collected will be analyzed by an analytical laboratory certified by the California Department of Health Services (DHS) for complete chemical analysis of hazardous waste as well as drinking water samples. Quality assurance documentation will accompany all analytical reports generated by the laboratory.

ATT

The samples will be placed in an ice cooler immediately following collection, and will remain in the ice cooler until refrigerated at the analytical laboratory. The samples will be delivered to the laboratory direct by courier or overnight freight within 48 hours of time of collection. Appropriate chain of custody forms will be used for all samples.

SCHEDULE OF CHARGES

<u>Services</u>	<u>Hourly Rate</u>
Principal Scientist/Engineer	\$110
Senior Scientist/Engineer	\$100
Engineer-Scientist, Grade 1	\$ 80
Engineer-Scientist, Grade 2	\$ 70
Engineer-Scientist, Grade 3	\$ 60
Technician, Grade 1	\$ 50
Technician, Grade 2	\$ 35
Drafter	\$ 40
Word Processor	\$ 35
Clerical	\$ 25
Computer Time	\$ 20

Direct Expenses

Reimbursement for expenses directly resulting from services provided will be based on actual cost plus fifteen percent for administration and management.

Representative direct expenses include:

- * Costs of subconsultants
- * Laboratory costs
- * Costs of special fees (insurance, permits, etc.)
- * Costs and/or rental fees of special equipment
- * Costs of long distance telephone calls
- * Costs for authorized travel, including subsistence, outside the Bay Area
- * Costs for photocopying
- * Other expenses:

Fax @ \$1.00/page
 In-house copying @ \$0.20/page
 Direct automobile mileage \$0.30/mile

STANDARD CONDITIONS

1. Invoices

Consultant will submit invoices to Client monthly and a final bill upon completion of services. Billings are payable upon receipt unless other arrangements, confirmed in writing by Consultant, have been made. A finance charge of 1-1/2% per month will be payable on accounts not paid within 30 days. Any attorneys' fees or other costs incurred collecting any delinquent amount shall be paid by the Client.

2. Services by Client

Client will provide work site access, obtain all permits, provide all legal services in connection with projects, and provide environmental impact reports and energy assessments unless specifically included in work scope. Client shall pay costs of checking and inspection, soil engineering, testing, surveying, and all other fees not specifically covered by terms of this agreement.

3. Services During Construction

Any construction inspection or testing provided by Consultant is for determining contractor's compliance with functional provisions of project specifications only. Consultant in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances used by contractor, for jobsite safety or for contractor's compliance with laws and regulations. Client agrees that in accordance with generally accepted construction practices, contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of project related construction, including safety of all persons and property and that this responsibility shall be continuous and not limited to normal working hours.

4. Cost Estimates

Any statements of cost furnished by Consultant are predicted costs and are based on professional opinions and judgement. Consultants are not responsible for construction cost fluctuations due to bidding conditions and other factors not anticipated at the time a particular cost estimate was prepared.

5. Standard of Care

Services performed by Consultant will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other members of the environmental consulting profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

6. Limitation of Liability

Consultant's liability for damages, loss, or injury due to professional negligence will be limited to a sum not to exceed \$50,000 or the Consultant's fee, whichever is lesser.