



Department of Toxic Substances Control



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Agency Secretary
California Environmental
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Gray Davis
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February 7, 2000

Southwest Division
Naval Facilities Engineering Command
BRAC Office
Attn: Mr. Lou Ocampo
1220 Pacific Highway
San Diego, CA 92101-5190

**DRAFT FINAL FEASIBILITY STUDY FOR THE MARSH CRUST AND
GROUNDWATER AT THE FLEET AND INDUSTRIAL SUPPLY CENTER, OAKLAND
ALAMEDA FACILITY/ALAMEDA ANNEX AND FOR THE MARSH CRUST AND
FORMER SUBTIDAL AREA AT ALAMEDA POINT, ALAMEDA, CALIFORNIA
(JANUARY 6, 2000)**

Dear Mr. Ocampo:

The Department of Toxic Substances Control (DTSC) has reviewed the Draft Final Feasibility Study for the Marsh Crust and Groundwater at the Fleet and Industrial Supply Center, Oakland Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point, Alameda, California, (January 6, 2000).

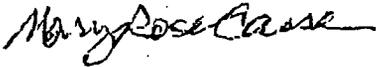
The enclosed comments address site description and characterization of contamination, the rationale for the FS, and application of institutional controls.

We take this opportunity to remind the Navy that the entirety of Alameda Point and the FISCO Alameda Annex/Alameda Facility are considered CERCLA sites; and, therefore, the entirety of each facility is subject to completion of CERCLA decision documents. These decision documents are required for each piece of property prior to transfer. For areas at the two facilities where remedial action is not warranted, a specific determination to that effect in a No Further Action letter from DTSC is required, at a minimum. The determination of no further action is based on documentation equivalent to and prepared in conformance with a Preliminary Endangerment Assessment. For areas at the two facilities for which remedial action is necessary (including but not limited to IR sites) the decision documents will include either a Removal Action Workplan or Remedial Action Plan.

Mr. Lou Ocampo
February 7, 2000
Page 2

Please contact me at (510) 540-3767 if you have any questions regarding this letter.

Sincerely,



Mary Rose Cassa, R.G.
Engineering Geologist
Office of Military Facilities

enclosure
cc: see next page

Mr. Lou Ocampo
February 7, 2000
Page 3

cc: Mr. Phillip Ramsey (SFD-8-2)
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San Francisco Bay Regional Water Quality Control Board
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Mr. Jeffrey Bond
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Ms. Dina Tasini
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DEPARTMENT OF TOXIC SUBSTANCES CONTROL DRAFT FINAL FEASIBILITY STUDY FOR THE MARSH CRUST AND GROUNDWATER AT THE FLEET AND INDUSTRIAL SUPPLY CENTER, OAKLAND ALAMEDA FACILITY/ALAMEDA ANNEX AND FOR THE MARSH CRUST AND FORMER SUBTIDAL AREA AT ALAMEDA POINT, ALAMEDA, CALIFORNIA (JANUARY 6, 2000)

A. Site description and characterization of contamination

1. Page ES-2: "... assumed to be a continuous layer ..." The marsh crust is not assumed to be a continuous layer, but rather is assumed to be discontinuous over a large area. Because we cannot predict the presence or absence, the assumption is made that it is likely to occur anywhere throughout the historic tidal and shallow subtidal zone.
2. Page ES-2: Floating product contamination at FISC Annex is being addressed under a separate non-CERCLA cleanup action in cooperation with the California Regional Water Quality Control Board. This is not consistent with the preliminary draft Corrective Action Plan that has been submitted. See also page 1-1.
3. Page ES-3: Depth to marsh crust - the average depth cited (15.3 feet below ground surface) is not consistent with the depth contours shown on Figure 1-11. According to the map, the average depth to marsh crust at the Annex should be between five and ten feet.
4. Chapter 1 should refer the reader to Figure 1-11 for locations of IR sites and other geographic features mentioned in the text.
5. Human Health Risk Assessments: Please cite references (e.g., bottom of page 1-18), state risk numbers (e.g., pages 1-19 and 1-20), and explain anomalous results (e.g., 17,000-ug/m³, bottom of page 1-18).
6. Figure 1-1: The geographic designation SWMU 1 is not consistent with usage in the text or with other figures.
7. Page 2-8, Alternative 1: The text mentions existing government controls. Please clarify what these controls are for soil (marsh crust and related soils).

B. Rationale for FS

1. Process: A member of the Alameda Naval Air Station RAB raised the question about whether the RAB members were given an opportunity to review the RI that supports the FS. The Alameda Point BCT responded (April 23, 1999) as follows: "Most of the data to support this focused FS comes from FISC Alameda Annex/Alameda Facility. Because the historic marsh extends on to Alameda Point, it was considered appropriate to include RI data from the Alameda Point

OU1 report to support the concept that historic deposits bayward of the historic marsh (i.e., intertidal deposits) contain similar compounds in comparable concentrations. The concerns over soil management during future construction activity exist for both bases. Because the focused FS summarizes the nature and extent of the marsh crust/subtidal deposits, it may be more appropriately entitled RI/FS. The NCP process sometimes combines the RI/FS into a single document." In keeping with this response, the BCT should consider including RI in the title of this document. At the very least, the FS should refer to the RI-type documents that support it.

2. **Exposure pathway for marsh crust:** The FS in several places states that the marsh crust and related sediments currently pose no risk to site occupants because of the depth of contamination, and then states the rationale for developing a remedy. Each time this rationale is stated in the document, it evolves slightly. This rationale should be succinctly explained and remain consistent throughout the document. One of the best descriptions is on page 3-4: "It is, however, assumed that future construction at both facilities could result in the former subtidal area and marsh crust being brought to the surface, where it could remain as a source of exposure to future occupants." Alternatively, the wording in the middle of page 1-19 is quite good. Please locate all descriptions of the rationale for developing a remedy and make sure they are appropriate and consistent. For example, on page ES-4, the sentence, "For the purposed of this FS, it is assumed that the marsh crust and former subtidal area would pose an unacceptable risk to human health and the environment if they were brought to the surface" would be more accurately rewritten as follows: "... if they were placed at the surface, resulting in a complete exposure pathway." This more closely parallels the language on page 3-4. See also the bottom of page ES-6.
3. **Need for NCP action:** The text (e.g., page ES-5, second full paragraph) incorrectly states that marsh crust contamination requires no action under The NCP. The text would be clearer and more accurate if the contaminated media are addressed separately, for example: "Because contaminants found in the groundwater underlying the Alameda Facility/Alameda Annex pose no current or likely future risk to human health or the environment, no further action under The NCP is necessary. A remedy is required to address contamination found in the marsh crust and former subtidal area underlying the Alameda Facility/Alameda Annex and Alameda Point, and prevent potential future exposure due to uncontrolled placement of marsh crust and related sediments at the surface. The Navy is conducting this FS" See also the top of page 1-20, and remedial action objectives described on page 2-2.
4. **Groundwater:** The description of the rationale for further evaluation of groundwater (e.g., page ES-3) does not acknowledge that additional work was necessary to adequately characterize the site (in particular, exposure scenarios that are quire plausible in current reuse proposals). This paragraph should be.

rewritten in as follows: "DTSC and EPA identified the need to evaluate (1) the potential exposure of humans to groundwater through uses other than consumption; and (2) the potential exposure of children and adult workers at a new school proposed for the western part of Site IR02 to indoor air that could be contaminated with VOCs that may volatilize from the contaminated groundwater at the site. To accomplish these objectives, a new HHRA was performed by Newfields Inc. (1989)."

C. Institutional Control

1. **Function of land-use covenant:** A major component of many institutional controls is the land-use covenant, an instrument which provides additional protection to human health and the environment in two ways:

- (1) A land use covenant signed by the State runs with the land and thus, will always emerge in a title search, and cannot be changed without State approval.
- (2) Violation of a land use covenant allows the State to seek remedy in court immediately.

In this case, no other instrument has been identified that will provide similar protection where waste representing a possible risk remains in place. For these reasons, the land use covenant should be listed as the first and primary component of the institutional control. An ordinance, such as the one proposed by the City of Alameda, is one of several ways to implement the remedy and is a secondary component of the institutional control.

Because of the two ways in which land use covenants provide additional protection, the first of the NCP 9 criteria, overall protection of human health and the environment, is better fulfilled. Additionally, signing a covenant fulfills and enhances at least three other criteria: compliance with ARARs; long term effectiveness; and State acceptance.

To provide greater flexibility in determining the final remedy, DTSC recommends that reference to the covenant remain generic, i.e., not specific to the City of Alameda. This would allow the remedy to include a covenant with, for example, the Navy.

Because the land-use covenant is enforceable by DTSC as the NCP remedy, please place the covenant before the ordinance, and DTSC before the City of Alameda (e.g., page 3-5). The section on page 3-7 describing the cost for Alternative 2 (soil) lists passing the excavation ordinance and negotiating the land use covenant as part of the cost. Please place negotiating the covenant before passing the ordinance, for the purposes previously mentioned.

On page 3-6 (Long-Term Effectiveness and Permanence), the text states that DTSC will ensure that the City of Alameda will not change or eliminate its excavation ordinance in the future without DTSC input. DTSC does not approve or disapprove adoption, rescission, or modification of local ordinances. That is why the land-use covenant, not the City ordinance, is the primary component of the NCP remedy. Should the City of Alameda change or eliminate the ordinance, the covenant would require DTSC to approve any projects involving excavation into the marsh crust and related sediments. Please delete or change this paragraph.

2. Groundwater institutional control: The text incorrectly states that the objective of the institutional control for groundwater is to restrict installation of any wells. Rather, the purpose of the IC is to restrict consumption of groundwater. The additional HHRA performed by Newfields Inc. was carried out specifically to determine if other uses required restriction. The assessment determined that only consumption must be restricted, "in the unlikely event of groundwater use by future residents in violation of current well construction standards that essentially restrict drawing water from the shallow water-bearing zone." Similarly, the text on page 2-7 incorrectly states that the second objective of the groundwater IC is to limit human use or contact with groundwater; rather, the objective is to restrict human consumption of groundwater at the Alameda Facility/Alameda Annex. On pages 2-11 and 3-19 the text should be revised
3. Specific actions required for the implementation of institutional controls for marsh crust and related sediments: The text enumerates three items: City of Alameda Ordinance, DTSC/City of Alameda land-use covenant, 5-year review. Because of the priority of the land-use covenant in the NCP remedy, DTSC prefers that the land-use covenant be listed first. In addition, please add the following text, as conveyed via e-mail to Dick Hegarty on December 29, 1999: "Concurrent with property transfer, DTSC and the City will enter into a binding agreement to enter into the covenant."
4. Specific actions required for implementation of institutional controls for groundwater: The text enumerates four items: DTSC/City of Alameda land-use covenant; groundwater monitoring; existing government controls; 5-year review. Please add the following text to the land-use covenant bullet, as conveyed via telephone to Dick Hegarty: "Disposal of extracted groundwater from construction site dewatering into waters of the state is prohibited except in compliance with the requirements of the Regional Water Quality Control Board, San Francisco Bay Region." Because compliance with RWQCB regulations is specifically related to the intent of this remedy, inclusion of this reference is warranted. Please clarify the wording of the last sentence in the land-use covenant bullet as follows: "The land-use covenant will provide assurances for the future enforcement of the covenant."

Please modify the text in the ground water monitoring bullet, as conveyed via e-mail to Dick Hegarty on December 29, 1999 as follows: "The Navy will implement groundwater monitoring as long as necessary to verify that contaminants are not migrating off site" The need for continued monitoring will be re-evaluated as appropriate. See also reference to the 5-year limit on page 3-21, under Cost.

D. Other

1. Typographic error: Hazardous Water Control Law, page 3-10 [should be Waste]
 2. Word choice: " low effective" (various places); prefer low / moderate / high effectiveness.
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Tetra Tech EM Inc.

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October 16, 2000

Mr. Lou Ocampo, PE
Remedial Project Manager
Naval Facilities Engineering Command
BRAC Operations, Southwest Division
1230 Columbia Street, Suite 1100
San Diego, California 92132-5190

Subject: Various Correspondence from Regulatory Agencies for inclusion into the Administrative Record for the Fleet and Industrial Supply Center, Oakland Alameda Facility/Alameda Annex, or Alameda Point, Alameda, California CLEAN Contract No. N62474-94-D-7609, Contract Task Order No. 271

Dear Mr. Ocampo:

Per your request enclosed is one copy of the following correspondence for your files:

- Draft Operable Unit (OU)-1 Remedial Investigation (RI) comments from United States Environmental Protection Agency (EPA), dated April 10, 1998.
- Draft OU-1 RI comments from Department of Toxic Substance Control (DTSC), dated April 15, 1998.
- Revised Draft OU-1 RI comments from DTSC, dated November 3, 1998.
- Revised Draft OU-1 RI comments from EPA, dated November 6, 1998.
- EPA Review of Draft Final Marsh Crust Feasibility Study for Alameda Annex and Alameda Naval Air Station dated February 7, 2000.
- DTSC comments on Draft Final Feasibility Study for the Marsh Crust and Groundwater at the Fleet and Industrial Supply Center, Oakland Alameda Facility/Alameda Annex and for the Marsh Crust and Former Subtidal Area at Alameda Point dated February 7, 2000.
- EPA comments on the Action Memorandum for Marsh Crust Time-Critical Removal Actions at East Housing Area dated March 14, 2000.
- EPA Review of Public Draft Record of Decision/Remedial Action Plan for Marsh Crust and Groundwater at Alameda Annex and Marsh Crust and Former Subtidal Area at Alameda Point dated July 19, 2000.

Six copies of each correspondence have been forwarded to Ms. Dianne Silva for inclusion into the administrative record files at Alameda Facility/Alameda Annex or Alameda Point.

If you have any questions, please call me at (916) 853-4512.

Sincerely,

Mark R. Reisig
Project Manager

Enclosure

cc: Ms. Diane Silva, Navy Information Repository (3 copies of each)
File

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TRANSMITTAL/DELIVERABLE RECEIPT

Contract No. N62474-94-D-7609

Document Control No. TC . 0271 . 10613

TO: Mr. Richard Selby, Code 02R1
Contracting Officer
Naval Facilities Engineering Command
Southwest Division
1230 Columbia Street, Suite 1100
San Diego, CA 92132-5190

DATE: 10/16/00

CTO: 0271

LOCATION: Alameda Annex, Alameda

FROM:

[Handwritten signature]

Daniel Chow, Program Manager

DOCUMENT TITLE AND DATE:

Various Correspondence from Regulatory Agencies for inclusion into the Administrative Record for the Fleet and Industrial Supply Center, Oakland Alameda Facility/Alameda Annex, or Alameda Point, Alameda, California. Dated October 16, 2000 (These documents are forwarded to Ms. Diane Silva for inclusion into the Alameda Annex or Alameda Point information repository.)

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