

J. Charles IV



MANDELA TRUCKING, INC.
P.O. BOX 245160
SACRAMENTO, CA 95824-5160
PHONE #: (916) 375-0042
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FAX TRANSMITTAL COVER SHEET

TRANSMISSION TO: Alameda County Dept Of FAX#: 510-337-9335

Environmental Health
ATTENTION: Mr. Kevin Tinsley DATE: 8/29/96

SENDER: Clarence B. Glasper RESPOND TO: (916) 375-0042

NUMBER OF PAGES INCLUDING HEADER: 6

SUBJECT: Removal Of Waste Tank at 1225 Cypress St, Oakland, Ca 94607

COMMENTS I have contracted with Acutite Environmental Engineering to remove
the Waste Tank located at 1225 Cypress Street in about 30 Days, If there is
any trouble with getting the tank remove in 30 day I will notify you.
The contract is sent after this header.



Contractor's License #643881

Accutite Environmental Engineering

35 So. Linden Avenue, South San Francisco, CA 94080-6407 Tel: (415) 952-5551 Fax: (415) 952-7631 Tank Testing: (415) 952-0327

August 9, 1996

Mr. Clarence Glasper
Mandela Trucking Inc.
P.O. Box 245160
Sacramento, CA 95821-5160

**SUBJECT: REMOVAL OF ONE UNDERGROUND STORAGE TANK AT 1225 MANDELA
PARKWAY IN OAKLAND**

Dear Mr. Glasper:

Per your request, ACCUTITE proposes to furnish labor, materials, equipment and carry General Liability and Worker's Compensation Insurance for the removal and disposal of one (1) 300 gallon empty underground steel waste oil storage tank for the cost of \$5313.00, subject to the Scope of Work and Conditions of this Agreement.

SCOPE OF WORK:**PERMITS:**

Accutite will obtain removal permits from the County of Alameda Department of Health Services and Oakland Fire Department.

Accutite will notify Bay Area Air Quality Management District and Underground Service Alert (USA) of the scheduled removal.

EXCAVATION

Accutite will excavate, remove and dispose of the following underground waste oil storage tank:

- One (1) 300 gallon empty underground steel waste oil storage tank

TANK PREPARATION

The empty tank will be rendered inert with the use of dry ice prior to removal; however, if dry ice is not sufficient to bring the Percent Lower Explosive Limit (%LEL) to a level acceptable to the inspector, Accutite will rinse the tank prior to removal. Rinsate and any tank bottom residuals will be hauled at an additional cost. Cost will be communicated to Client prior to disposal of such waste.

DISPOSAL

The tank will be loaded and hauled off site as hazardous waste to a licensed TSD Facility where it will be steam cleaned, cut, and disposed of as scrap metal. Client to furnish Accutite with an EPA ID Waste Generator Number. If not available, this number can be obtained by calling (800) 618-6942 (it will be a CAC000 plus six (6) digit number). Yellow copy of manifests received by Accutite will be furnished to Client. Blue copy of manifests received by Accutite will be forwarded directly to the State of California Department of Health Services.

Remove and dispose of vents and accessible associated piping as non-hazardous waste.

SOIL SAMPLING

Take one (1) soil samples from under the waste oil storage tank and one (1) soil sample from the stockpile to be analyzed for Total Petroleum Hydrocarbons as Gasoline TPH-G with Benzene, Toluene, Ethyl Benzene, and Xylene (BTE&X) distinctions, and Total Lead.

These two (2) soil samples will be analyzed by a State Department of Health Services certified laboratory, on a five (5) working day turnaround. Alameda County Health Services Agency could require additional soil and/or water samples and/or analyses, they will be performed at an extra charge. For costs of additional analysis or different turn around times, please refer to the attached price sheet.

BACKFILL/RESURFACE

Excavation will be backfilled and compacted on the same day with excavated material and imported material equal to the volume to the tank. If compaction and settlement of the backfill are a concern, special arrangements could be made. Please notify Accutite for arrangements and quotations. Accutite will resurface the excavated area 5' X 6' - 3" with concrete after soil sample results are obtained.

CONTAMINATION EXCLUSION

In the event contamination is encountered and if Client/County elects not to backfill the excavation up to grade with excavated and imported material, Accutite will then stockpile excavated soil neatly on-site and cover with Visqueen. Open excavation to be secured at Accutite's expense until soil sample results are obtained and next-step options are made available to Client. After that time, Client to be charged for securing open excavation. If barricades and fence are required, the extra cost will be \$160.00 for six (6) barricades per month and \$300.00 for six (6) panels of fence per month. Accutite reserves the right to backfill/resurface excavation area after next-step options are discussed in order to relieve Client/Contractor of liability associated with open excavation. A partial invoice will be submitted if excavation remains open. Once excavation is backfilled and resurfaced up to grade, Accutite will submit the remainder of the bid price to Client. Please note contamination exclusion is included in all of our tank removal bids. The option of backfilling or leaving the excavation open will be discussed at the tank removal job.

REPORT:

A report describing the tank removal job, a plan sketch of the location, (a hard copy of the analysis results and the chain of custody form, if sampling is performed) will be provided within twenty (20) working days of the removal.



CONDITIONS:

1. No dewatering, shoring or contamination work is included in the above cost.
2. No removal, replacement or relocation of any underground utilities.
3. Work area on top and around tanks must be cleared prior to start of job.
4. No work can be scheduled or started until Client has an established Accutite account, with bid amount approved by our Credit Department for billing purposes. If you do not presently have an account, a credit application will be provided. Credit application enclosed.
5. No extra work will be performed without an authorized Accutite Change Order, executed by the Client or his authorized representative, outlining the additional Scope of Work and the estimated costs.
6. Payment: Net 30 days upon receipt of invoice with approved account, unless other arrangements are agreed to in written form.
7. All work is subject to Accutite's General Rules and Safety Guidelines, a copy of which is attached. Accutite is a State of California, Department of Consumer Affairs licensed contractor, (A,B,C36,C61-D40, and Hazardous Substances Removal and Remedial Actions Certification). State Contractor's License No. 643881.
8. Proof of insurance upon request.
9. Customer agrees to Indemnify, hold Accutite harmless and to defend Accutite against any and all third-party claims, demands or causes of action, from whatever source, if same are not based upon or do not allege Accutite's negligence in performing its services thereunder, including reasonable attorneys' fees.



RECYCLED PAPER

1225 Mandala Parkway, Oakland, CA
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Bid #2083

**SAMPLING PRICE SHEET
NOVEMBER 1994**

NO. OF SAMPLES

Depending on the size of the tank:

- less than 1,000 gallon : 1 sample per tank
- 1,000 gallon and over: 2 samples per tank
- Over 12,000 gallons: 3 samples per tank

TANK REMOVAL ANALYSES

PRODUCT	SOIL ANALYSIS	UNIT * COST(\$)
Reg Gasoline:	TPH-G with BTE&X	105.00
	Total Lead	23.10
Unl Gasoline:	TPH-G with BTE&X	105.00
	Diesel:	105.00
Fuel or Heating Oil:	TPH-D	99.75
	BTE&X	105.00
	TPH-D	99.75
Waste Oil:	BTE&X	105.00
	TPH-G with BTE&X	105.00
	TPH-D	105.00
	T.O.G.	78.75
	EPA 8010	136.50
Motor Oil	Metals (Cd, Cr, Pb, Zn, Ni)	115.50
	T.O.G.	78.75

SOIL PROFILING FOR LANDFILLS

Reactivity	115.50
Corrosivity	18.90
Ignitability	66.15
Pesticides & PCB's EPA 8080	66.15
EPA Method 8020	136.50

*Regular turnaround - 10 working days.

Faster turnaround, if required by Client, will be performed at an additional charge as follows:

- One week turnaround (5 working days): 1.5 x unit cost
- 48-hour rush turnaround: 2 x unit cost
- 24-hour rush turnaround: 3 x unit cost
- 8-hour rush turnaround: 4 x unit cost

NOTE

Not all analyses are available on rush turnaround.

DEFINITIONS

TPH-G:	Total Petroleum Hydrocarbons as Gasoline
TPH-D:	Total Petroleum Hydrocarbons as Diesel
BTE&X:	Benzene, Toluene, Ethyl Benzene & Xylenes
T.O.G.:	Total Oil & Grease



ACCUTITE GENERAL RULES

MARCH 1995

A written change order will be necessary if any deviation from this proposal is required.

Normal working hours will be between 8:00 a.m. and 4:00 p.m., Monday through Friday. Area must be clear to permit free surface access for our trucks and equipment; and must be free of overhead obstacles. Underground obstacles, such as rock over a quarter cubic yard, telephone cable, unstable soil, sewer lines, water, chemicals, etc., could result in extra charges. Accutite will not be liable for leaks or spills due to pavement or underground lines, ducts, pipe conduit, etc., if our equipment is expected to drive over it or excavate around it.

Where construction repair/excavations required by unusual conditions or government regulations, such as but not limited to shoring or dewatering, a change order will be necessary. All work will be done in accordance with industry standard and applicable federal, state and local regulations. Accutite will not be liable for spills due to defective or corroded Owner's equipment. If any unsafe conditions exist at job site, Accutite reserves the right to cease work until the conditions are corrected, and Accutite reserves the right to perform any necessary work to correct the unsafe condition at Customer's expense, without prior approval. Customer's water is to be within 100 feet, with sufficient power and quantity for jetting.

Accutite agreements are contingent upon strikes, accidents, or other delays beyond our control. Accutite is not liable for delays caused by Owner's negligence. Owner to carry necessary insurance. Accutite workers are fully covered by Worker's Compensation Insurance.

Limitations - Owner shall indemnify, hold harmless and defend Accutite from and against any and all third-party claims so long as said claims do not relate to or are not based upon Accutite's actual negligence in performing its services. Owner will reimburse Accutite for its actual out-of-pocket costs for responding to subpoenas, appearance at depositions, preparing and copying documents including without limitation, reasonable attorneys fees incurred in connection therewith.

RESPECTFULLY SUBMITTED BY:

**ACCUTITE ENVIRONMENTAL
ENGINEERING**

NOTE: This proposal may be withdrawn if not accepted within 30 days

ACCEPTED: The above prices, Specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE 8/26/96
BY [Signature]
TITLE President

DATE 8/12/96
BY Willie Brown
APPROVED BY _____

