



**Tracy  
Federal  
Bank, F.S.B.**

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March 26, 1991

Mr. Paul Smith  
Alameda County  
Environmental Health Department  
Hazardous Materials Division  
80 Swan Way #200  
Oakland, CA 94621

Dear Mr. Smith:

Per our telephone conversation of today, please review the attached correspondence from K.T.W. & Associates.

Your comments on its contents would be appreciated. If you may have any questions, please do not hesitate to contact this office.

Sincerely,

TRACY FEDERAL BANK, F.S.B.

*Fernando R Alvarez III*

Fernando R. Alvarez III  
Assistant Vice President  
Business Lending Division

FRA/kmh

Enclosures



CORPORATE

1003 Central Avenue  
P.O. Box 389  
Tracy, California 95378-0389  
(209) 836-5111

CONCORD

1655 Willow Pass Road  
Concord, California 94520  
(415) 687-9100  
SBA (415) 685-1306  
(800) 635-1310

CLAYTON

5400 W Ygnacio Valley Road  
Concord, California 94521  
(415) 672-0200

CASTRO VALLEY

3687 Castro Valley Boulevard  
Castro Valley, California 94546  
(415) 582-7003





43289 Osgood Road, Fremont, Calif. 94539  
(415) 623-0480  
Cal. State Cont. Lic. # 572427

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RECEIVED

MAR 15 1991

March 12, 1991

SBA

Contract #: GW10296

Mr. Fernando Alvarez -  
Tracy Federal Bank  
1655 Willow Pass Road  
Concord, California 94520

**RE: INSTALLATION OF ONE GROUNDWATER WELL AND  
ONE TEST BORING @**

**Hooshi's Auto  
1499 MacArthur  
Oakland, California**

K.T.W. & Associates is pleased to submit this proposal to furnish environmental services associated with the installation of one (1) groundwater well and one (1) test boring at the above referenced location. The work is to be performed in conjunction with the Tracy Federal Bank.

**SCOPE OF WORK**

- a) Mobilize and provide equipment and personnel on-site to allow for the installation of the well and boring as instructed by the Geologist.
- b) Install one (1) soil boring in the immediate vicinity (within 10 feet) of the original excavation. Convert the boring to a groundwater monitoring well, as per Regional Water Quality Control Board (RWQCB) Guidelines, and Alameda County Zone 7 Protocols.
- c) Drum all cuttings produced by drilling operations and drum all groundwater well development water.

- d) Obtain twelve (12) soil samples for analysis, as instructed by the Geologist, and analyze for Total Petroleum Hydrocarbons as Gasoline (TPH-G), Benzene, Toluene, Xylenes, and Ethylbenzene (BTXE).
- e) Develop and purge the well and obtain one (1) water sample to be tested for TPH-G and BTXE.
- f) De-commission drill rig and de-mobilize.
- g) Workplan, Site Safety Plan (SSP), boring logs and final report will be prepared by K.T.W. & Associates.

## EXCLUSIONS

The scope of this work does not include:

- a) Disposal of contaminated water or soils.
- b) Underground obstructions and lines not clearly marked by owner.
- c) Additional work required in the event of unstable soil.
- d) Any additional work mandated by the regulatory agencies.
- e) Additional time and materials in the event the well extends beyond 60'.
- f) Analytical work other than noted (testing of soil and water samples beyond twelve (12) soil and one (1) water).
- g) Additional charges in the event of refusal conditions encountered, or beyond eleven (11) hours of site time.
- h) Client shall take steps to see that the property is protected inside and out, including all landscaping, shrubs, and flowers. K.T.W. will not be responsible for damage to lawns, shrubs, landscapes, walks, sprinkler systems, or underground utilities and installations caused by movement of earth or equipment.
- i) K.T.W. & Associates reserves the right to refuse projects deemed risky or unsafe due to site conditions or weather or where access or mobility is questionable. We will attempt questionable access only at the request and responsibility of the client.

**Note:** Some or all of the above exclusions may be encountered during the project. K.T.W. & Associates will notify the client and provide costing estimates as needed.

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March 12, 1991

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**Note:** Should groundwater not be encountered within 60 feet of the surface, additional charges will be incurred.

All proposals are subject to K.T.W. & Associates "General Rules of Normal Construction and Safety Conditions" (see attached).

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 260000, Sacramento, California 95826.

## **TERMS AND CONDITIONS**

The cost associated with this project is Nine Thousand Eight Hundred Dollars (\$9,800) which is payable as follows: Upon acceptance a deposit of 30% (\$2,940) will be due. Upon installation of the groundwater well/boring a payment of 40% (\$3,920) will be due. Final payment of \$2,940 will be due upon completion.

## **ACCEPTANCE**

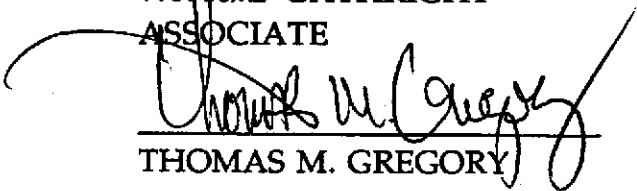
The scope of work and cost estimate defined in this provision for installation and professional consulting services shall remain in effect for a period of thirty days from the above posted date. Extensions will only be honored if provided for in writing from K.T.W. & Associates. We look forward to working with you on this project, and are prepared to commence work immediately. If this proposal and budget for installation services meets with your approval, please sign both copies of the proposal and return one copy to our office to act as our formal authorization to proceed.

**K.T.W. & ASSOCIATES, INC.**

**ACCEPTED BY**



WAYNE GATHRIGHT  
ASSOCIATE



THOMAS M. GREGORY  
ASSOCIATE

DATE: Mar. 12 1991

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



GENERAL RULES OF NORMAL CONSTRUCTION AND SAFETY CONDITIONS

1. A written Change Order will be necessary if any deviation from this proposal is required.
2. Normal working hours will be between 8:00 a.m. and 4:00 p.m. Monday through Friday.
3. Area will be kept clear to permit free surface access for necessary trucks and equipment.
4. Where repairs are necessary, underground obstacles, e.g., rock over 1/4 cubic yard, telephone cable, unstable soil, sewer lines, water lines, etc... could result in extra charges.
5. K.T.W. & Associates will not be liable for damage to pavement or underground lines, ducts, pipes, conduits, etc... if our equipment is expected to drive over or excavate around it.
6. If construction or repair to excavations is required by unusual conditions, or Government Regulations, such as shoring or dewatering of the excavation, a written Change Order will be necessary.
7. K.T.W. & Associates, will not be liable for spills or leaks due to normal corrosion or due to defective materials or equipment.
8. If any unsafe conditions exist at the project site, K.T.W. & Associates reserves the right to cease work until the conditions are corrected.
9. K.T.W. & Associates, reserves the right to correct any unsafe conditions at the cost of the client should such condition go uncorrected.
10. Customer water supply is to be within 100 feet with sufficient power and quantity for jetting and sawcutting.
11. All agreements are contingent upon strikes, acts of God, or other delay beyond our control.
12. Liability and Worker's Compensation Insurance will be supplied by K.T.W. & Associates.
13. Locating and identifying tanks and tank openings. It is the responsibility of the Client to provide K.T.W. & Associates with the exact type, size, content, and locations(s) of the tank(s), or tank openings as necessary to install the selected monitoring system. Installations of this type require that K.T.W. & Associates know the exact perimeter boundaries and type of the tanks in order to reduce the risk of causing damage. If the Client cannot provide K.T.W. & Associates with the necessary data concerning the tank(s), K.T.W. & Associates will offer a tank locating service to the Client. This will be done by separate agreement and billed to the Client accordingly. K.T.W. &

all of the terms and conditions of this Agreement and that all of the prices, specifications, and conditions are satisfactory and accepted by Purchaser. Purchaser acknowledges that K.T.W. does not represent or warrant that the Services may not be compromised or circumvented, that the Services will prevent any leaks or that the Service will in all cases provide the protection for which it is installed or intended. Purchaser does further acknowledge that he assumes all risk for loss or damage to his premises or to its contents, and that K.T.W. has made no representations or warranties, nor has Purchaser relied on any representations or warranties, expressed or implied, except as sets forth herein, and undersigned acknowledges that he has particularly read Paragraph 22 of this Agreement which sets forth K.T.W.'s obligation and maximum liability in the event of any loss or damage to Purchaser.

22. **Limitation of Liability.** K.T.W. does not represent nor warrant that the Services will prevent any leaks nor that the Services will in all cases provide the protection for which it is installed or intended. K.T.W. shall not be liable for any loss or damage caused to the person or property of Purchaser or the person or property of others which shall be caused by any event which the Services are designed to avert or protect against. From the nature of the Services furnished and/or installed, it is impractical and extremely difficult to fix the actual damages, if any, which may approximately result from the failure of the Services to operate or upon the failure of K.T.W. to perform any of its obligations herein with the resulting loss of Purchaser. In the event K.T.W. shall be found liable for loss or damage due to a failure on the part of K.T.W. or of the Services in any respect, the liability of K.T.W. shall be limited to the amount of the original purchase price of the hardware, as liquidated damages and not as a penalty, and this liability shall be exclusive.
23. **Title.** Title to any equipment provided by K.T.W. and all the component parts therein shall remain in K.T.W. until such time as Purchaser shall pay for the Services in full. Purchaser does hereby authorize K.T.W. or its designated representatives to enter upon the premises of the Purchaser and remove the equipment in the event of default in payment of any installment of the purchase price when due. K.T.W. shall not be responsible for any damage which may be caused to the premises of the Purchaser as a result of the installation or the removal of the equipment in the event of default as herein above set forth.

K.T.W. & Associates

  
Associate

Accepted By:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_