

Project Manual

Underground Tank Removal

**Bidding Requirements
Contract Forms
Contract Conditions
Specifications**

**Ransome Company
Emeryville, California**

**K/J/C 890066.00
October 1989**

Kennedy/Jenks/Chilton

PROJECT MANUAL
UNDERGROUND AND SURFACE TANK REMOVAL
RANSOME COMPANY
EMERYVILLE, CALIFORNIA
OCTOBER 1989

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NOTICE INVITING SEALED PROPOSALS

Notice is hereby given that sealed proposals will be received by Kennedy/Jenks/Chilton, Inc., Marathon Plaza, Tenth Floor North, 303 Second Street, San Francisco, California 94107, until 3:00 PM, local time on 30 October 1989, for performing work as follows:

Removal of four underground tanks and one surface tank in accordance with the Contract Documents entitled Underground and Surface Tank Removal dated October 1989, to which special reference is hereby made. Work will take place at the Ransome Company, 4030 Hollis Street, Emeryville, California.

Contract Documents will be made available to only prequalified Contractors.

The bid opening is closed.

RANSOME COMPANY
UNDERGROUND AND SURFACE TANK REMOVAL

INSTRUCTIONS TO BIDDERS

IB-01 WORK TO BE DONE

This project includes the furnishing of all labor, materials and equipment for the removal of four underground storage tanks and one surface storage tank, together with all appurtenant work, as shown on Site Plan and as specified herein. Construction will be performed on property leased by the Ransome Company (Client) located at 4030 Hollis Street, Emeryville, California, 94608. The Client reserves the right not to award all bid items.

IB-02 SECURING DOCUMENTS

One set of Contract Documents will be made available free of charge to each prequalified Contractor interested in bidding on this project.

IB-03 COMMENCEMENT AND PROGRESS OF THE WORK TO COMPLETION

The successful bidder, properly bonded and insured, after receiving notice that the Construction Contract has been executed on behalf of the Client, will become the Contractor and shall commence the work within fourteen (14) days after the date established in the Notice to Proceed, and shall diligently perform all portions of the work to completion before the expiration of twenty-eight (28) consecutive calendar days after the date established in said Notice to Proceed.

IB-04 FILING PROPOSAL

The sealed envelope containing the proposal shall be endorsed with the bidder's name, marked with the name of the project, the date and time to be opened, and addressed to: Christopher Proud, Kennedy/Jenks/Chilton, Inc., Marathon Plaza, Tenth Floor North, 303 Second Street, San Francisco, California, 94107.

Proposals shall be delivered to Kennedy/Jenks/Chilton, Inc. (Engineer) on or before the hour set for opening proposals in the Notice Inviting Sealed Proposals, or as extended by addendum. Any proposal received after the scheduled closing time for receipt of proposals may be returned to the bidder unopened.

IB-05 FORM AND CONTENT OF PROPOSAL

Proposals shall be made upon the form enclosed with all items filled out, amounts bid stated both in words and figures, the signatures of all persons required to sign, and shall be in writing. Proposals shall include all pages in the Project Manual with page numbers marked

PROP plus the addendum acknowledge form (front page) from all addenda received by the Contractor, if any. Proposal shall be removed from the Project Manual. Do not submit the Project Manual with the proposal.

IB-06 EXAMINATION OF SITE, SPECIFICATIONS, ETC.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract. A mandatory site visit will be conducted by the Engineer on Friday, 20 October 1989, at 9:00 A.M.

Bidders shall thoroughly examine and be familiar with the Specifications. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve the bidder from any obligation with respect to his proposal or to the Contract.

IB-07 LOCATION OF THE WORK

The work will be performed at the Ransome Company facilities at 4030 Hollis Street, Emeryville, California.

IB-08 INTERPRETATION OF CONTRACT DOCUMENTS/RESTRICTIONS

If any bidder should find discrepancies in, or omissions from, the Specification, or other proposed Contract Documents, or, if he should be in doubt as to the true meaning of any part thereof, he shall at once, but not later than five (5) calendar days before the scheduled opening time of bids, make a written request to the Engineer for correction, clarification, or interpretation of the point or points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the Engineer received such a request, and it should be found that certain essential information is not clearly and fully set forth, or if the Engineer discovers errors, omissions, or points requiring clarification in the documents, a written addendum will be mailed to each person to whom a Project Manual has been delivered. The Client and the Engineer will not be responsible for any instructions, explanations, or interpretations of the documents presented to bidders in any manner other than by written addendum.

The bidder, by submission of his bid, confirms he has familiarized himself with the Specifications and has found them fit and sufficient for the purpose of preparing his bid. By submission of his bid he agrees that no claim will be made against the Client or the Engineer or their officer, directors, employees or agents, for any damages in excess of \$5,000 for alleged damage that he or his subcontractors may have suffered due to the inadequacy of his bid on

account of any alleged errors, omissions or other deficiencies in the Specifications supplied to him by the Client. This limitation does not apply to compensation for extra work authorized by the Client. The bidder in no way assumes liability for damages to others for the professional negligence, errors or omissions of the Engineer.

IB-09 ADDENDA

Any addenda or clarifications supplementing the Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the Contract.

IB-10 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the bidder prior to, but not after, the time fixed for the opening of the proposals.

IB-11 OPENING AND COMPARISON OF PROPOSALS

The bid opening is closed. The Engineer will determine the lowest responsive, responsible bidder for the work after the proposals have been opened and tabulated for comparison. Bids will be evaluated and compared on the basis of the total price for the bid items to be awarded. In case of discrepancies between bid amounts in writing and in figures, the written amounts in all cases shall prevail.

IB-12 AWARD OR REJECTION OF PROPOSALS

If award is made, the Client will award at the prices named in the proposal to the lowest responsive, responsible bidder for the bid items awarded, who has complied with Instructions to Bidders and with the provisions of the Notice Inviting Sealed Proposals. The Client reserves the right to reject any or all bids and to waive any irregularities or informalities of any bid. The competency and responsibility of bidders as evidenced by the information accompanying the proposals, if required, which will be subject to verification, will be considered in making the award.

The Notice to Proceed, if award is made, will be made within thirty (30) days of the opening of sealed proposals, and no bidder may withdraw his proposal within such time period. The Client reserves the right not to award all items bid.

IB-13 LICENSING REQUIREMENTS

Selected Contractor will be required to submit to Engineer the following current information prior to starting work on the site.

- A. California State Contractors license number and type.

B. City of Emeryville Business License Number.

C. Certificate of Workman's Compensation Insurance.

In addition, it would be desirable for the Contractor to be an active member of the Associated General Contractors of California.

END OF INSTRUCTIONS TO BIDDERS

RANSOME COMPANY
 PROPOSAL FOR
 UNDERGROUND AND SURFACE TANK REMOVAL

Gentlemen:

Pursuant to the attached Notice Inviting Sealed Proposals, the undersigned hereby proposes and agrees, on award by Ransome Company under this Proposal, and in accordance with the provisions wherein stated, to execute the Agreement to furnish any and all labor, materials, and transportation, and services for the construction, in accordance with the Contract Documents entitled Underground and Surface Tank Removal, dated October 1989 and within the time hereafter set forth and at the prices named in this proposal as follows:

| <u>Item No.</u> | <u>Unit</u> | <u>Description and Unit Price Written in Words</u> | <u>Total Prices In Figures</u> |
|-----------------|-------------|---|--|
| 1 | Lump Sum | For costs associated with removal and disposal offsite of four (4) underground tanks, and associated piping, fuel pumps and fuel island, including excavation to one (1) foot below the tanks, including excavation of two (2) feet of native soil beneath each end of each tank and beneath piping at twenty (20) feet intervals for the purpose of soil sampling by others, and including all other work necessary to complete the work as required, except for Bid Items 2, 3, and 4 for the lump sum of | <hr style="width: 100%;"/> Dollars \$ <hr style="width: 100%;"/> |
| 2 | Unit Price | Additional unit price for excavation below one (1) foot below the tanks to a maximum depth below the surface grade of 15 feet for the unit price per in place cubic yard of | <hr style="width: 100%;"/> Dollars \$ <hr style="width: 100%;"/> /CY |

| <u>Item No.</u> | <u>Unit</u> | <u>Description and Unit Price Written in Words</u> | <u>Total Prices In Figures</u> |
|-----------------|-------------|---|--------------------------------|
| 3 | Lump Sum | For cost associated with backfill, compaction and site restoration for Bid Item 1, complete in place, for the lump sum of _____ Dollars | \$ _____ |
| 4 | Unit Price | Additional unit price for backfill and compaction necessary for Bid Item 2 complete in place, for the unit price per in place cubic yard of _____ Dollars | \$ _____/CY |
| 5 | Lump Sum | For all costs associated with the removal, but not disposal, of the 350-gallon aboveground waste oil tank including excavation of two (2) feet of native soil beneath the fill end of the tank for the purpose of soil sampling by others, and for all costs associated with backfill, compaction, and site restoration for the lump sum of _____ Dollars | \$ _____ |

Bid amount of each of the above bid items must be filled in and completed. The undersigned has checked the above amount and understands that the Client and Engineer will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The above amount is for the work completed and includes any and all sales taxes and levies which may be applicable.

The undersigned has examined the location of the proposed work and is familiar with the Contract Documents and the local conditions at the place where the work is to be done. Contractor shall agree to all conditions set forth in Client's Agreement and shall submit a signed Agreement to Client prior to commencing work. A copy of the Agreement is included for reference.

It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

The undersigned understands that the Client reserves the right to reject any or all bids and to waive any informality in bids received.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work

shall be commenced within fourteen (14) days after receiving the Notice to Proceed, and the entire project completed within twenty-eight (28) consecutive calendar days from the date of Notice to Proceed.

The undersigned agrees, if awarded the Agreement, that there shall be paid by the undersigned and by all subcontractors under him to all laborers, workers, and mechanics employed in the execution of such Agreement, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality and which the work is to be performed, as ascertained and determined, pursuant to the state statute thereto applicable.

By: _____

Title: _____

Business Address: _____

Business Tel.: _____

Contr. License No. _____

Dated: _____

Home Office Address
(if different from above):

Telephone: _____

Proposed Waste Transporters and Disposal Sites
(To Accompany Proposal)

If awarded the Agreement, the bidder proposes to use the following waste transporters and disposal sites for the transportation and disposal of tanks and piping and tank product/waste contents or any other materials in accordance with permit requirements of the site and as specified.

1. Product/Waste Transportation

Name _____ EPA I.D. No. _____

Address _____

City _____ State _____ Zip _____

2. Product/Waste Disposal Site

Name _____ EPA I.D. No. _____

Address _____

City _____ State _____ Zip _____

3. Tank and Piping Transporter

Name _____ EPA I.D. No. _____

Address _____

City _____ State _____ Zip _____

4. Tank and Piping Disposal Site

Name _____ EPA I.D. No. _____

Address _____

City _____ State _____ Zip _____

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____,
198__, by and between _____,
hereinafter called "CONTRACTOR", and Ransome Company, hereinafter called
"CLIENT".

WITNESSETH: That the parties hereto have mutually covenanted and
agreed as follows:

That for an in consideration of the covenants and agreements
hereinafter contained on the part of the CLIENT, and the sums of money
hereinafter designated to be paid to the CONTRACTOR by the CLIENT in the
manner and form as hereinafter in attached specifications provided, the
CONTRACTOR hereby covenants and agrees to and with the CLIENT, to
furnish labor, tools, appliances, equipment, plant and transportation,
and any and all other expenses necessary or incidental to the
performance of certain work hereinafter specified, and to furnish,
construct, and complete the work as described in detail in Contract
Documents entitled Underground and Surface Tank Removal, dated October,
1989.

The bid items awarded and prices to be paid therefor are as
follows:

Each of the Contract Documents is incorporated herein by reference
as though set forth in its entirety. Said documents include, but are
not limited to the Bidding Requirements, Contract Forms, Contract
Conditions, Specifications, Site Plan, Addenda or Clarifications and
Executed Change Orders.

It is intended by the parties that the Contract Documents be
complementary and supplementary to each other, and that any term or
condition called for by one such document and not called for by another,
be as binding as if called for by each and every such document and shall
be executed in the same manner as if mentioned in all Contract
Documents.

The CONTRACTOR has satisfied himself by his own investigation and research regarding all conditions affecting the work to be done and materials to be furnished and as to meaning and intention of the Contract Documents and Specifications referred to herein.

PROSECUTION OF WORK: The successful bidder, properly insured, after receiving notice that the Contract has been executed on behalf of the Client, will become the Contractor and shall commence the work within fourteen (14) days after the date of the Notice to Proceed, and shall diligently prosecute all portions of the work to completion before the expiration of twenty-eight (28) consecutive calendar days after the date of said Notice to Proceed.

SCOPE OF WORK: Except as otherwise expressly provided for or excluded by the Contract Documents, the CONTRACTOR shall furnish all tools, equipment, services, apparatus, facilities, drawings, machinery, electrical power, transportation, labor and materials, for and shall perform the work necessary in strict accordance with the Contract Documents, including all Specifications.

CONTRACT PRICE: CLIENT shall pay CONTRACTOR as full consideration for faithful performance of the contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

CLIENT:

BY _____

TITLE _____

CONTRACTOR:

BY _____

TITLE _____

BY _____

TITLE _____

(Authorized Officer or Agents)
(Corporate Seal)

CONTRACT CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

1-01 WORK TO BE DONE

The project includes removal and disposal of four underground tanks and removal of one surface tank as shown on the Site Plan.

1-02 DESCRIPTION OF BID ITEMS

ITEM 1 - For costs associated with removal and disposal offsite of four (4) underground storage tanks and associated piping, fuel pumps and fuel island, including excavation to one (1) foot below the tanks including excavation of two (2) feet of native soil beneath each end of each tank and beneath piping at twenty (20) feet intervals for the purpose of soil sampling by others, and including all other work necessary to complete the work as required, except for the work covered in Bid Items 2, 3, and 4.

ITEM 2 - Additional unit price for excavation below one (1) foot below the tanks to a maximum depth below surface grade of 15 feet per in place cubic yard.

ITEM 3 - For costs associated with backfill compaction and site restoration for Bid Item 1.

ITEM 4 - Additional unit price for backfill and compaction necessary for Bid Item 2.

ITEM 5 - For all costs associated with the removal, but not disposal, of the 350-gallon aboveground waste oil tank, including excavation of two (2) feet of native soil beneath the fill end of the tank for the purpose of soil sampling by others, and for all costs associated with backfill, compaction and site restoration.

1-03 DEFINITIONS

The following terms shall be as defined herein when used in the Contract Documents.

Contractor. The word "Contractor" means the person, firm, or corporation with whom the Contract Agreement is made by the Client for the performance of the work herein described. The Contractor shall be on the work site at all times during work onsite or represented by a superintendent or duly designated agent. Instructions and information tendered by the Engineer to the Contractor's superintendent or agent on the work site shall be considered as having been received by the Contractor.

Client. The word "Client" refers to the Ransome Company.

Engineer. The term "Engineer" refers to Kennedy/Jenks/Chilton, Inc. On all questions concerning the acceptability of materials and construction, the decision of the Engineer and his duly authorized assistants shall be final.

Contract Date. The term "Contract Date" shall mean the date established by the Notice to Proceed with the work.

Provide. The term "provide" shall mean "furnish, install, and connect."

Furnish. The term "furnish" shall mean "supply only, do not install."

Install. The term "install" shall mean "install or apply only, do not furnish."

Days. The word "Days" shall mean calendar days, unless specifically noted otherwise.

Addenda. Written or graphic instruments issued prior to the execution of the Construction Contract Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder. Any person, firm, or corporation submitting a Bid for the work.

Change Order. A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract time.

Contract Price. The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

Contract Time. The number of calendar days stated in the Contract Documents for the completion of the work from the date established in the Notice to Proceed.

Subcontractor. An individual, firm, or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.

Contract Documents. The words "Contract Documents" shall mean any or all of the following items, many of which are combined in the Project Manual, as applicable:

Bidding Requirements
 Notice Inviting Sealed Proposals
 Instructions to Bidders
 Proposal
Contract Forms
 Contract Agreement-(Construction Contract)
 Addenda Acknowledgements (Front Page)
Contract Conditions
 General Conditions
Specifications
 Site Plan
Addenda or Clarifications, if any
Executed Change Orders, if any

Each of these items is to be considered by reference as part of the Contract Agreement.

1-04 CONTRACT AGREEMENT

The bidder to whom award is made shall execute a written Contract Agreement and submit to the Client within ten days after the Notice to Proceed has been received by mail by him at the address given in his proposal. The Contract Agreement shall be made in the form entitled Agreement and incorporated in these Specifications.

1-05 COMMENCEMENT OF WORK AND TIME ALLOWED FOR COMPLETION

The Contractor shall commence the work covered by this Contract within fourteen (14) days after date established in the Notice to Proceed from the Client to proceed with the work. Work will be considered to have commenced when the Contractor begins ordering materials and equipment or starts site work.

The Contractor shall not commence the work, nor incur any expense in connection therewith, before he is notified to proceed with the work, by the Notice to Proceed.

Work on this project shall be completed within twenty-eight (28) consecutive calendar days from the date established in said Notice to Proceed.

All work must be conducted between the hours of 8:00 a.m. and 4:00 p.m. weekdays.

The time allowed for completion includes an allowance for working time lost due to normal inclement weather.

The Contractor shall give the Engineer written notice not less than six (6) working days in advance of the actual date on which the work will be started. The Contractor shall be entirely responsible for any delay in the work which may be caused by his failure to give such notice.

1-06 PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction the Client will conduct a pre-construction conference. At the conference the Client will review the planned work with the Contractor, Engineer, and other interested parties.

1-07 INSURANCE

a. General. The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance shall have the approval of the Client as to limit, form, and amount. The Contractor shall not permit any subcontractor to commence work on this project until the same insurance requirements have been complied with by such subcontractor.

Companies writing the insurance under this article shall be licensed to do business in the State of California or be permitted to do business under the Surplus Line Law of the State of California. Contractor shall include all cost for insurance in the bids.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. Coverage required hereunder shall operate as Primary insurance.

The Contractor shall take out, pay for, and maintain throughout the duration of this Contract the following insurance coverage:

b. Comprehensive General Liability Insurance. This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

1. Additional Insureds. This policy of insurance shall name Santa Fe Pacific Realty Corporation, the property owner, and each of its officers, employees, and agents, Ransome Company and each of its officers, employees, and agents, and Kennedy/Jenks/Chilton and its consultants, and each of their partners, officers, employees, and agents. This policy shall provide coverage to each of the additional insured with respect to said work. Both bodily injury and property damage insurance shall be on an occurrence basis and said policy shall provide that the coverage afforded thereby shall be primary coverage to the full limit of liability stated in the declarations, and if the additional insured have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only.

2. Amount of Coverage. The bodily injury and property damage liability policy of insurance shall provide coverage in the following minimum limits of liability: \$1,000,000 on account of any one

occurrence with an aggregate limit of not less than \$1,000,000 combined single limits. Deductible shall not exceed \$5,000. The Contractor shall be solely responsible for damage payments up to the amount of the deductible.

3. Subcontractors. The bodily injury and property damage liability insurance shall not be deemed to require the Contractor to have his subcontractors named as co-insured in his policy of public liability an property damage, but the policy shall protect him from contingent liability which may arise from operations of his subcontractors.

4. Included Coverage. The above bodily injury and property damage liability insurance shall also include the following coverages:

- Premises - Operations
- Client's and Contractor's Protective (Subcontractors to the Contractors)
- Products - Completed Operations
- Personal Injury (False Arrest, Libel, Wrongful Eviction, etc.)
- Broad Form Property Damage
- XCU (Explosion, Collapse, Underground Damage) exclusion deleted when applicable to operations performed by the Contractor or his subcontractors
- Contractual Liability with respect to the Indemnification Agreement as herein stated

5. Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella Policies both provide the insurance coverages herein required.

c. Worker's Compensation Insurance. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The Contractor is advised of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the agreement between the Client and the Contractor is entered into, the Contractor shall submit written evidence that he and all subcontractors have obtained for the period of the Contract full Worker's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State Worker's Compensation Insurance Laws.

d. Certificate of Insurance. The Contractor shall, at the time of execution of this Contract, file with the Client a Certificate of Insurance covering all the insurance as required herein. The certificate shall be satisfactory to the Client and shall bear an endorsement precluding cancellation, reduction, or change in coverage without giving the Client at least ten (10) days prior notice thereof in writing. Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract. Certificates shall show named insured as required herein. Certificate shall state that insurers shall have no right of recovery or subrogation against the Client, the Engineer, or their employees or agents.

e. Indemnification. The Contractor will indemnify and hold harmless Santa Fe Pacific Realty Corporation, Ransome Company, Kennedy/Jenks/Chilton, and their agents, consultants, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death (including that sustained by Contractor's or subcontractor's employees), or to injury to or destruction of tangible property (other than the work itself) including the loss of use therefrom; and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist.

The obligations of the Contractor under this indemnity and hold harmless agreement shall not apply to (a) liability for damages arising from the sole negligence or willful misconduct of the Client, nor to (b) the liability of the Engineer, its agents, or employees, or consultants, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, its agents or employees, provided such giving or failure to give is the sole cause of the injury or damage.

f. Injury or Illness Reports. The Contractor shall furnish the Engineer with a copy of the Employer's Report of injury, not later

than 24 hours following any incident requiring the filing of said report during the prosecution of the work under this Contract. The Contractor shall also furnish the Engineer with a copy of the Employer's Report of injury involving any subcontractor on this project.

g. Notification of Insurance Companies. The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and they shall waive the right of special notification or consent to any change or modification of this Contract or of extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Client or its authorized employees and agents, under the terms of this Contract, and failure to so notify the aforesaid insurance companies of changes shall in no wise relieve the insurance companies of their obligation under this Contract.

1-08 PERMITS AND FEES

The Contractor shall comply with all requirements of Emeryville and Alameda County, and State of California on notifications, protective signs, and other construction conditions.

The Contractor shall file for, obtain and pay all fees for the City building permits, and coordinate all aspects of this work as well as associated inspections and other work necessary to meet the requirements of the permit.

The Client will file for, obtain and pay all fees for the City Fire Department permit. The Contractor shall coordinate all of his work related to this permit, as well as associated inspections and other work necessary to meet the permit requirements. A copy of the permit will be available at the site.

The Contractor shall pay all fees associated with the conduct of his business, such as business licenses.

1-09 COMPLIANCE WITH LAWS

The Contractor shall keep himself and his subcontractors fully informed of all State and Federal laws and City and County ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work, or which in any way affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Specifications, or in this Contract, in relation to any such law, ordinance, regulation, or order, or decree, the Contractor shall forthwith report the same to the Engineer in writing. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Client, the Engineer, and all of their officers, agents, and servants against any claim or liability arising from or based upon the violation of any such

law, ordinance, regulation, order, or decree, whether by the Contractor himself or by his employees. Particular attention is called to the following:

a. Equal Employment Opportunity:

- (1) During the performance of this Contract, the Contractor shall comply with applicable provisions of the Civil Rights Act, as amended, and with other applicable laws, regulations or orders issued by a governmental agency exercising jurisdiction over the Contractor's employment practices. Special attention is directed to Section 1735 and 1410 through 1433 of the Labor Code of the State of California and requirements of the Federal Labor Standards Act; all applicable provisions of these referenced documents shall apply.
- (2) The Contractor shall afford Equal Employment Opportunity to all otherwise qualified persons without regard to race, color, religion, national origin, sex or age. The Contractor shall establish and enforce procedures and practices to insure Equal Employment Opportunity in recruiting, hiring, training, upgrading, promotions, transfers, layoff, recalls, terminations, compensation, working conditions, benefits and privileges.

b. Regulatory Requirements. The Contractor shall be solely responsible for performing all work in accordance with all applicable Federal, State and local laws, ordinances, statutes, rules and regulations.

c. Worker's Compensation Insurance. The provisions of Paragraph 1-07 shall be considered as repeated herein.

d. Lateral and Subjacent Supports. Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent supports, and wherever structures or improvements adjacent to the excavation may be damaged by such excavation, the Contractor shall comply with this law.

e. Permits and Licenses. The Contractor shall procure and pay for all required bonds, permits and licenses, except those permits and licenses specifically stated to be provided by the Client.

The Contractor shall comply with laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the Specifications are at variance therewith, the Contractor shall give the Client prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing or having reason to know that it is contrary to such laws,

ordinances, rules and regulations, and without such notice to the Client, the Contractor shall bear all cost arising therefrom.

f. Safety Standards. The Contractor shall comply with provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) as set forth in Title 29, C.F.R., CAL/OSHA, and the regulations issued thereunder. Compliance shall be Contractor's sole responsibility, and neither the Client, nor the Engineer shall have any liability for non-compliance. See Paragraph 1-11 for additional safety requirements.

1-10 SANITATION

The Client will provide sanitary facilities for all persons working on the project.

1-11 SAFETY

In accordance with generally accepted construction practices and State Law, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site.

The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

The Contractor shall develop a Site Safety and Health Plan for its employees. The Safety Plan should specifically address the Ransome project and shall be submitted to and approved by Engineer prior to commencing work.

All work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of CAL/OSHA.

1-12 AUTHORITY OF ENGINEER

In all matters relating to acceptability of construction, materials, equipment, or methods, matters relating to execution and progress of work, percentage of completion, interpretation of Contract.

Documents, delays, and all claims by the Contractor or the Client against the other, including but not limited to claims of breach of Contract, the Engineer shall, within a reasonable time, render a decision on such a matter, which decision shall be final and conclusive.

1-13 CONTRACTOR STORAGE AREAS

Limited space is available at the Client's facility for storage of equipment and materials. Contractor shall coordinate use of the facility for storage with the Client. Storage of equipment and materials shall be at the sole risk of the Contractor.

1-14 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor shall be responsible for the care of all work until its completion and final acceptance. The Contractor shall make his own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties and shall make no charge for the restoration of such portions of the work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties, or for delays from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified. The Contractor shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, sheeting or equipment belonging to him or used under his direction during construction; and in the event of his failure to do so, the same may be removed by the Client at the expense of the Contractor, and the Contractor and his sureties shall be liable therefor.

The Contractor shall adopt all practical means to minimize interference to traffic inconvenience, discomfort, or damage. The Contractor shall protect against damage to structures crossing trenching or encountered in the work and shall be responsible for any damage done to such structures, or damage to property resulting therefrom. He shall support, or replace, any such structures without delay and without any additional compensation, to the entire satisfaction of the Engineer. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by his operations, and under all circumstances he shall comply with the regulations of the City or County, and the laws and regulations of the State of California, relative to safety of persons and property within the respective jurisdiction, and he shall be solely responsible for any damages caused by failure to provide proper safety.

1-15 EXISTING UTILITIES AND FACILITIES

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Site Plan in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the excavation involved and he will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be temporarily taken out of service to allow excavation. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

1-16 ACCESS FOR OPERATING PERSONNEL

The Contractor's attention is drawn to the fact that during the course of the work of this Contract, the existing facilities will be used and maintained by Client personnel. The Contractor shall coordinate his work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for completing the work as herein specified. Contractor's work shall be limited to the period from 8:00 AM to 4:00 PM weekdays.

1-17 COMPLIANCE WITH ENVIRONMENTAL LAWS

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations, and other applicable regulations.

1-18 CHANGES IN THE WORK

The Client shall have the right to make any reasonable changes in the project determined to be necessary or expedient. In case such changes increase or diminish the work, the Contractor shall be paid for the work actually done at a mutually agreed upon adjustment to the Contract price, based upon the accepted Bid Proposal, or according to the provisions herein. Engineer and Contractor must agree to adjustment in price prior to commencing work. The Contractor shall not be entitled to extra payment, nor shall any claim be made on account of anticipated profits on the work that may be omitted. The Contractor shall provide a

quotation in response to the Engineer's Request for Quotation within fourteen (14) days of request.

1-19 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Engineer and approved by the Client and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

When the Contractor considers that any changes ordered involve extra work, he shall immediately notify the Engineer in writing and subsequently keep him informed as to when and where alleged extra work is to be performed and shall make claim for compensation therefor each month not later than the first day of the month following that in which the work claimed to be extra work was performed; and he shall submit a daily complete statement of materials used and expenses incurred on account of extra work performed, showing allocation of all materials and expenses.

All such claims shall state the date of the Engineer's written order and the date of approval by the Client authorizing the work on account of which claim is made.

Unless such modification is made in writing and unless complete statements of material used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to payment on account of such alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

When changes decrease the amount of work to be done, they shall not constitute a claim for damages on account of anticipated profits on the work that may be omitted.

For the use of equipment and labor for extra work, the Contractor will be paid the rental and labor rates listed in the State of California, Department of Transportation's publication entitled "Labor Surcharge and Equipment Rental Rate," which is in effect on the date upon which the work is accomplished.

It is understood that labor, materials, and equipment may be furnished by the Contractor, or by the subcontractor, or by others on behalf of the Contractor. When the work is performed by other than the Contractor's organization, the Contractor shall reach an agreement with such other forces as to the distribution of payments made for such, and no additional payment therefor will be made by the Client.

In order that a proper estimate may be made by the Engineer of the net cost of labor, materials and equipment rental entering into

extra work, in accordance with the procedure heretofore stated, the Contractor shall furnish weekly an itemized statement of material, equipment, and labor supplied together with the cost of such material, equipment, and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material, equipment, or work. In case the Contractor fails to comply with the above provisions, he shall have no claim for compensation against the Client.

The Client reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portions of work that may be omitted.

Unless notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to consideration for payment for alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

1-20 PAYMENT OF TAXES

The Contractor shall pay, and shall assume exclusive liability for, all taxes levied or assessed on or in accordance with his performance of this Contract, whether before or after acceptance of the work, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

1-21 BASIS OF PAYMENT

Payment at the prices set forth in the proposal, executed Change Orders, and the Agreement for bid items awarded will be considered to be in full for completed work, and will cover materials, supplies, labor, tools, machinery, and all other expenditures incidental to satisfactory compliance with the Contract, unless otherwise specifically provided. One payment for completed project shall be made by the Client within thirty (30) days of acceptance of the completed work by the Client.

1-22 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON

It is agreed by the parties to the Agreement that time is of the essence; and that in case all the work is not completed before or upon the expiration of the time limit as set forth, damage will be sustained by the Client; and it is, therefore, agreed that the Contractor will pay to the Client as damages: the amount of \$100.00 for each and every week day's delay in completing the project work starting after 28 calendar days after the Notice to Proceed, due to the failure

to complete the work in the time agreed upon. In addition, the Client shall have the right to charge to the Contractor and to deduct from the payments for the work the actual cost to the Client of engineering, inspection, and other overhead expenses, which are directly chargeable to the Agreement and which accrue during the period of such delay, except that the cost of final inspections and preparation of the final estimate shall not be included in such charges. The expenses and damages described above shall be deducted from any money due to the Contractor under this Agreement, and the Contractor and his sureties shall be liable for any such excess cost.

1-23 RIGHT TO WITHHOLD AMOUNTS

In addition to the amount which the Client may otherwise retain under the Agreement, the Client may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgement may be necessary to cover:

a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Agreement.

b. For defective work not remedied.

c. For failure of the Contractor to make proper payments to his subcontractors or suppliers.

d. Damage to another contractor or to property.

e. The Client's costs at the rate of \$100 per week day starting after 28 calendar days after the Notice to Proceed for the Contractor's failure to complete within the allowed time.

f. Cost of insurance arranged by the Client due to cancellation or reduction of the Contractor's insurance.

g. Failure of the Contractor to make proper submissions, as herein specified.

When the above reasons for withheld amounts are removed, payment will be made to the Contractor for amounts withheld because of them.

The Client in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the Client shall be deemed the agent of the Contractor, and any payment so made by the Client shall be considered as a payment made under the Agreement by the Client to the Contractor, and the Client shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The Client will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

1-24 FINAL CLEANUP

Prior to final acceptance of the work, the Contractor shall thoroughly clean the premises, remove all temporary structures built by or for him, and remove all equipment and surplus construction material and debris from the area. The entire project, before acceptance by the Client, shall be left in a neat and clean condition. All work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-25 RELEASE

The acceptance by the Contractor of the final payment made under the terms of the Agreement shall operate as, and shall be, a release to the Client, the Engineer, and their duly authorized agents, from all claim of and/or liability to the Contractor for anything done or furnished for, or in relation to, the work or for any act or neglect of the Client or any person related to or affecting the work, except for claims filed prior to Client authorizing final payment.

This release does not transfer the Client's liability or responsibility under Federal and State hazardous waste laws for conditions existing onsite.

1-26 RELEASE OF INFORMATION PERTAINING TO THE PROJECT

The Contractor and his employees and subcontractors shall not give any information concerning this project to anyone other than the Client and the Engineer, on this project, either during or after the course of this project, except with the Clients explicit written permission or for reports required by law or regulation.

END OF GENERAL CONDITIONS

SPECIFICATIONS

SECTION 02071
UNDERGROUND AND SURFACE TANK REMOVAL

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SECTION 02071

UNDERGROUND AND SURFACE TANK REMOVAL

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The Contract Conditions form a part of this section.
- B. Work included in this section:
 - 1. Removal and disposal offsite of the following underground tanks as specified herein:
 - a. One (1) 10,000-gallon regular gasoline tank
 - b. One (1) 4,000-gallon diesel tank
 - c. One (1) 4,000-gallon old diesel tank
 - d. One (1) 1,000-gallon unleaded gasoline tank
 - 2. Removal of the following surface tank as specified herein:
 - a. One (1) 350-gallon waste oil tank.
 - 3. Removal and disposal offsite of piping, pumps and pump island, and appurtenances as specified herein.
- C. Soil sampling and monitoring will be performed by others.

1.02 REQUIREMENTS OF REGULATORY AGENCY

- A. General: Federal, State, and local laws, codes, ordinances and regulations which apply to this work shall be rigidly followed by the Contractor. It is the Contractor's responsibility to resolve any discrepancies between Specifications and such laws and to first consult with the Engineer before starting any work.
- B. City of Emeryville Fire Department: Removal and disposal of the tanks, piping and appurtenances shall be in conformance with the requirements of the Emeryville Fire Department regulations regarding this work.
- C. State: California Code of Regulations, Title 23, Chapter 3 Water Resources Control Board, Subchapter 16 Underground Tank Regulations.
- D. Federal: 40-CFR 264.190 through 264.199, subpart J.
- E. Excavations: Meet all requirements in the current rules, orders and regulations prescribed in the Construction Safety Orders of the Department of Industrial Relations, Division of Industrial Safety, State of California.

1.03 SPECIAL CONDITIONS

- A. Some of the tanks and piping scheduled to be removed may have leaked. In January of 1988, leaks were detected 12 inches below grade in the piping for the diesel fuel tank and at the top of the regular 10,000 gallon gasoline tank. Other leaks have been detected in piping near the fuel pumps. The Contractor shall provide personnel who have received health and safety training for handling hazardous materials meeting the requirements of Federal OSHA Standard 1910.120. The Contractor shall also have personal protection equipment readily available for personnel at the site in the event that tank product is detected in soil during excavation of soil.
- B. The surface waste oil tank is embedded in asphalt paved soil to a depth of approximately two (2) feet below grade. Excavation necessary to remove the tank as well as placement and compaction of the backfill material to fill resulting hole shall be included as part of Bid Item 5.
- C. The bottoms of the underground tanks are estimated to be located at the following depths:
 - 1. 10,000-gallon regular gasoline tank - ten (10) feet.
 - 2. 4,000-gallon diesel tank - twelve (12) feet.
 - 3. 4,000-gallon old diesel tank - ten (10) feet.
 - 4. 1,000-gallon unleaded gasoline tank - eight (8) feet.
- D. The surface above the 10,000-gallon regular gasoline tank is covered with a three (3) inch layer of asphalt paving. An eight (8) inch layer of concrete paving may be present over the east end of the 10,000-gallon regular gasoline tank. A loading ramp is located on the surface near the east end of the 10,000-gallon regular gasoline tank. It is not currently known if the concrete paving will have to be removed or if the loading ramp will have to be removed or protected by shoring. The Contractor shall provide recommendations to the client pertaining to the removal of the concrete paving and/or the loading ramp, and/or the provision of shoring for the loading ramp. If the Contractor is directed to remove the concrete paving and/or loading ramp and/or to provide shoring for the loading ramp, such work shall be considered to be a Change in the Work and shall be compensated as a Change in the Contract Price as discussed in paragraphs 1-18 and 1-19 of the General Conditions.
- E. The surface above the 1,000-gallon unleaded gasoline tank is covered with a three (3) inch layer of asphalt paving.
- F. If detectable levels of tank product are encountered either during the excavation or present in the surrounding soils after the tanks are removed, the Contractor may be directed by the Engineer to provide additional excavation. Where the Contractor

is directed by the Engineer to excavate below one foot below the tank bottom, the Contractor will be compensated for additional excavation (in excess of one (1) foot below the tank and in excess of two (2) feet of native soil below the tank ends for sampling purposes) as described in Bid Item 2.

Where levels of tank product in the soil are determined by the Engineer to be at or above action levels, Bid Items 2, 3, or 4 or any combination of the three items, may be deleted from the work by the Client. The Contractor will not be compensated for any Bid Items deleted from the work by the Client.

- G. The Contractor shall furnish a minimum rated 20 BC fire extinguisher at the tank removal site.
- H. The Contractor shall provide four-mil Visqueen plastic sheeting, or equivalent, to cover the tank and piping excavations and to place under and over stockpiles. If detectable levels of tank and/or pipe product are encountered during the excavation or are present in the surrounding soils after the tanks and/or pipes are removed, and if the Engineer directs the backfill of the excavation in accordance with Bid Item 3, the Contractor shall provide four-mil Visqueen sheeting or equivalent to create an impervious barrier two (2) feet below the surface of the completed backfill.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavation for tank and piping removal shall be as necessary to safely excavate and remove the tanks and piping.
- B. It is the Contractor's responsibility to adequately support the excavations. Each excavation shall be adequately shored, braced and sheeted so that the earth will not slide or settle and so that all existing structures will be fully protected from damage.
- C. Prior to beginning excavation the Contractor shall remove and dispose offsite, asphalt or concrete paving to the extent necessary for excavation. Asphalt or concrete paving shall not be replaced by the Contractor after backfill.
- D. During excavation, the Engineer will monitor soils for the presence of organic vapors and will make available to the Contractor the results of monitoring. If vapor monitoring or visible staining indicate that tank product is present in the excavated soil, soils will be segregated into separate stockpiles as directed by the Engineer. Excavation will continue until the tanks are removed. Where the Contractor is required to stockpile

soil separately due to possible presence of tank product, Contractor shall place soil on plastic sheeting and cover stockpiles with plastic sheeting at no additional cost to the Client. Contractor shall also cover the excavated hole with plastic sheeting if directed by the Engineer at no additional cost to the Client.

- E. Periodically during excavation, the Contractor shall, at the Engineer's direction, provide a bucket full of soil from the excavation from which the Engineer will obtain a soil sample.
- F. Care must be taken to avoid breaking existing product lines until they are drained of all remaining product. Drain product from lines back into tank. Remove all product and vent lines and dispose of as required.
- G. If the tank product is detected in soils below the tanks as determined by the Engineer, the Contractor shall continue to excavate and stockpile soils, at the direction of the Engineer, to a depth not to exceed 15 feet below surface grade. Payment for excavation below one foot below the bottom of the tank shall be in accordance with the Bid Schedule.

3.02 TANK REMOVAL

- A. Client will remove remaining product in tanks prior to excavation to the extent possible using the existing pumping equipment. Contractor shall remove and dispose of remaining product from tank and piping as necessary. All product removed from tanks and piping shall be disposed of by an industrial waste recycling company which has been favorably reviewed by the Engineer.
- B. Contractor shall provide an explosion-proof combustible gas meter capable of monitoring lower explosion limit (LEL) and oxygen levels of the tanks, and shall monitor LEL and oxygen levels of the tanks at least once per hour during removal from the ground and while they are onsite.
- C. Tank vapors shall be rendered inert by placing within the tank a minimum of 1.5 pounds of solid carbon dioxide (dry ice) for each 100-gallons of tank volume. Allow one hour for oxygen displacement. Chemical concentrations in tank vapor shall be less than 15 percent of the appropriate LEL and oxygen 10 percent or less prior to removal of tanks.
- D. Immediately notify Engineer when any contaminated soil or free product is found during any phase of the removal of the underground tanks or piping.
- E. Furnish adequate equipment to hoist tank from excavation and set on highway carrier. Set tank with vent at the top. Do not drag tanks.

3.03 TANK DISPOSAL

- A. The empty underground tanks and pipes shall be handled as a hazardous waste, and shall be hauled to a certified waste disposal site on certified trucks using a hazardous waste manifest. Contractor shall prepare the manifest, and Client will sign manifest. Contractor shall pay all associated costs. Appropriate measures shall be taken to maintain chemical concentrations in the tank vapor to less than 15 percent of the appropriate LEL and oxygen below 10 percent.
- B. The surface waste oil tank shall be placed at grade at a location specified by the Client on the property where the work is being performed.
- C. Contractor shall not clean tanks and piping onsite.
- D. Underground tanks shall be hauled to one of the hazardous waste disposal facilities listed below:
 - 1. Erickson, Inc., 255 Parr Boulevard, Richmond, California. Telephone: (415) 235-1393.
 - 2. H & H Ship Service Company, 220 China Basin, San Francisco, California. Telephone: (415) 543-4835.
- E. Underground tanks shall be removed from the site and hauled to the disposal facility within 24 hours of removal from the ground.
- F. Submit the following to the Engineer:
 - 1. Letter certifying that the tanks have been destroyed and sold for scrap.
 - 2. Copy of the Hazardous Waste Manifest.

3.04 BACKFILL AND COMPACTION

- A. Prior to backfilling, obtain written approval from the Client or Engineer to begin backfilling operations. The Contractor may be required to wait up to 48 hours after removal of the tank to begin backfilling operation. All costs associated with waiting to backfill (up to 48 hours) will be borne by the Contractor.
- B. All tank and pipe excavations shall be backfilled with Native or Import Backfill materials as specified in Section 02201 EARTHWORK.

END OF SECTION

- B. All tank and pipe excavations shall be backfilled with Native or Import Backfill materials as specified in Section 02201 EARTHWORK.

END OF SECTION

SECTION 02201

EARTHWORK

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SECTION 02201

EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION

- A. General: The Contractor shall perform all excavation, shoring, dewatering, backfilling, compaction and grading necessary or required for the construction of the work as covered by these Specifications. The excavation shall include, without classification, the removal and disposal of all materials of whatever nature encountered, including water and all other obstructions, that would interfere with the proper construction and completion of the required work.
- B. Site Access: Access to the site will be over public and private roads. The Contractor shall exercise care in the use of such roads and shall repair at this own expense damage thereto caused by his operations. Such repair shall be to the satisfaction of the owner or agency having jurisdiction over the road. The Contractor shall take whatever means are necessary to prevent tracking of mud onto existing roads.
- C. Barriers: Barriers shall be placed at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of such excavations.
- D. Demolition of Pavement: Where excavation occurs in paved areas, the pavement shall be scored and broken ahead of the excavation operation. The extent of paving removed shall be limited to the minimum necessary for the excavation.
- E. Storage of Materials: Neatly place excavated materials suitable for backfill far enough from the excavation to prevent stability problems. Keep the materials shaped so as to cause the least possible interference with plant operations and drainage.
- F. Existing Facilities: Maintain access to existing facilities to permit continued operation as required by the General Conditions. Maintain access for fire fighting equipment and to fire hydrants.

1.02 REFERENCE SPECIFICATIONS

- A. Whenever the words "Standard Specifications" are referred to, the reference is to the State of California, Department of Transportation (CALTRANS), standard Specifications dated January 1988.

1.03 QUALITY ASSURANCE

- A. Source Quality Control: Contractor shall test import materials proposed for use to demonstrate that the materials conform to the specified requirements. Tests shall be performed by an independent testing laboratory.
- B. Field Quality Control:
 - 1. The Engineer will, or arrange to have others:
 - a. Review and test materials proposed for use.
 - b. Inspect foundations, site grading, and borrow operations.
 - c. Inspect placement and compaction of fill.
 - d. Test soils during placement of fill.
 - 2. Contractor shall be responsible for costs of additional inspection and retesting results from non-compliance.
- C. Testing Methods:
 - 1. Laboratory Density: ASTM D1557, Method A or C.
 - 2. In-place Density: ASTM D1556 or ASTM D2922.
 - 3. Plastic Limit and Plasticity Index: ASTM D424.
 - 4. Soil Classification: ASTM D2487.
 - 5. In-place Moisture Content: ASTM D3017.

1.04 SUBMITTALS

- A. Samples and Test Results: Furnish, without additional cost to the Client, such quantities of import materials as may be required by the Engineer for test purposes. The Contractor shall cooperate with the Engineer and furnish necessary facilities for sampling and testing of all materials and workmanship. Submit test results for import materials. All material furnished and all work performed shall be subject to rigid inspection, and no material shall be delivered to the site until it has been favorably reviewed by the Engineer, or used in the construction work until it has been inspected in the field by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Import Backfill: Imported nonexpansive soil with liquid limit no greater than 40 percent and a plasticity index no greater than 15 percent, free from clods or rocks larger than 2 inches in greatest dimension, and free from organic material. Import backfill shall not be significantly different from native backfill.
- B. Native Backfill: Native soils prepared by the Contractor as necessary to be free from clods or rocks larger than 2 inches in greatest dimension, and free from organic material.

PART 3 - EXECUTION

3.01 BACKFILL

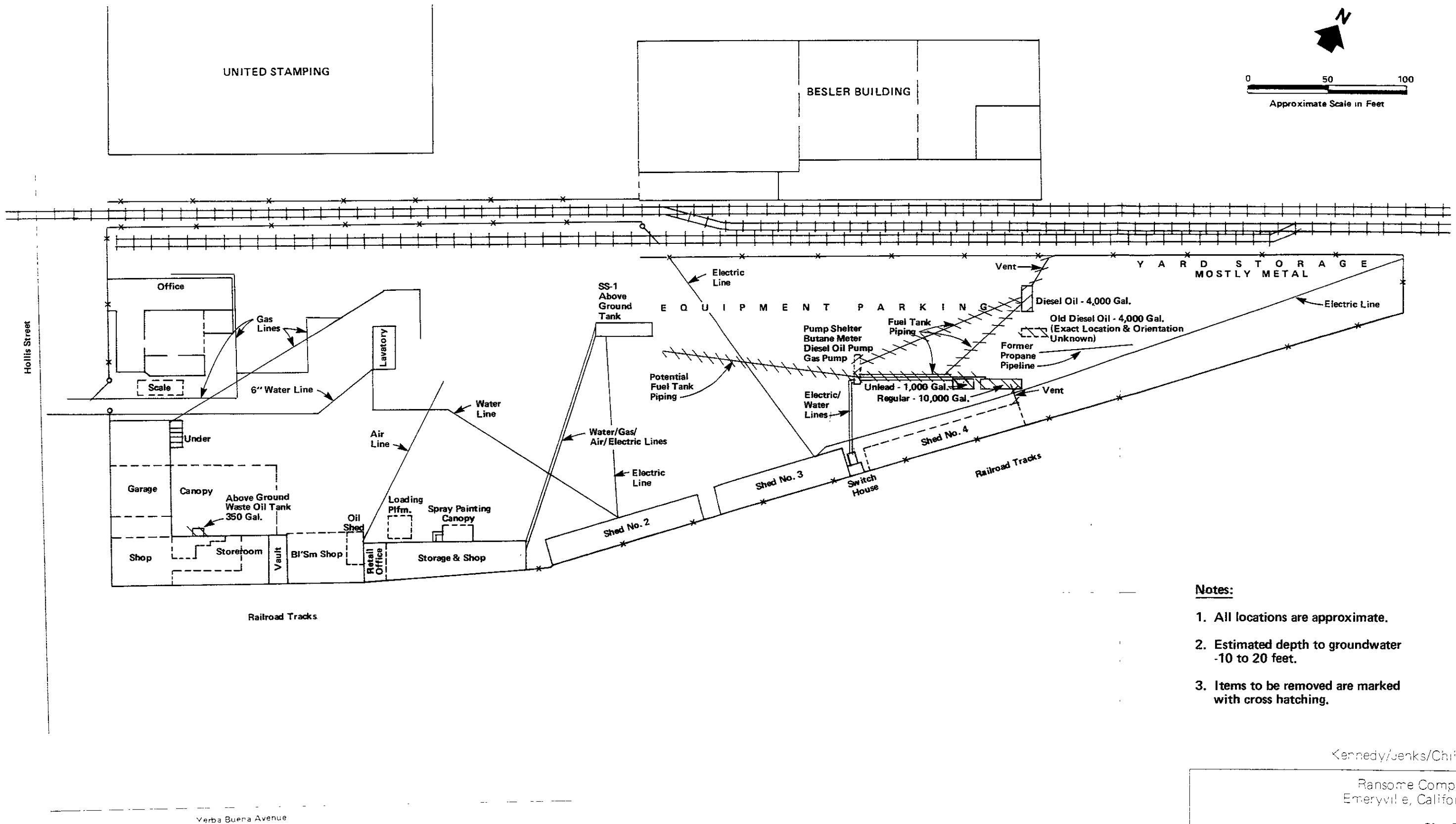
- A. Place backfill materials in 12-inch (maximum, precompaction) lifts. Continue backfill placement as necessary to match existing adjacent finished grade.
- B. Compact backfill to 90 percent relative density except within 12 inches of finished grade compact backfill to 95 percent relative density.

3.02 COMPACTION

- A. Add water to the backfill material or dry the material as necessary to obtain a moisture content within two percent of optimum. Employ such means as may be necessary to secure a uniform moisture content throughout the material of each layer being compacted.
- B. After the material has been moisture conditioned, compact it with compaction equipment appropriate for the use to achieve specified compaction.
- C. If the backfill material becomes saturated from rains or any other source because it was not compacted to the specified density or was not backfilled and compacted to surface grade, through negligence or otherwise, remove the faulty material and replace it with suitable material compacted to the specified density. No additional payment will be made for doing such work or removal and replacement.
- D. Compaction of embedment and backfill materials by flooding, ponding, or jetting will not be permitted.
- E. When densities of compacted materials do not meet the requirements, remove and/or recompact the material until the requirements are met. The Contractor will be backcharged the cost of retesting all failing tests including the initial retest. Such backcharges will be deducted from the Contractor's payments.

END OF SECTION

SITE PLAN



Notes:

1. All locations are approximate.
2. Estimated depth to groundwater -10 to 20 feet.
3. Items to be removed are marked with cross hatching.

Kennedy/Jenks/Chilton

Ransome Company
Emeryville, California

Site Plan

<J/C 890066
October 1989

Figure 1