

DIVERSIFIED
INVESTMENT
AND
MANAGEMENT CORP
(415) 256-8080

#508

October 30, 1991

Mr. Chris Hess
Scrivner Environmental Services, Inc.
256 E. Polk Street
P.O. Box 1075
Coalinga, CA 93210

Re: 625 Hegenberger Road, Oakland, California

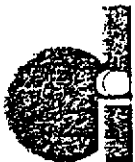
Dear Chris:

Enclosed are four (4) executed copies of the following documents:

1. Arranger-Contractor Agreement dated October 29, 1991; and
2. General Conditions of the Contract.

Please execute all four (4) copies, retain one for your records, and return three (3) to my office at your earliest convenience. Also enclosed is a binder containing photocopies of the additional documents as set forth in Exhibit "B" to the Arranger-Contractor Agreement.

The Arranger-Contractor Agreement has been amended pursuant to our telephone conversation yesterday. With regard to the Unit Price Items, I have inserted a new Exhibit "D" which exhibit consists of your original bid. I have redesignated the Time Schedule as Exhibit "E". Additionally, I have inserted a new Article VI which states that all of the documents being transmitted herewith constitute the entire agreement between Dinesh Maniar and Scrivner Environmental Services, Inc.

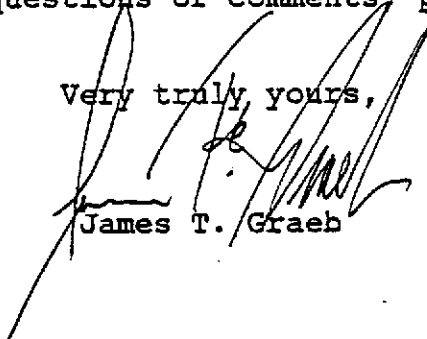


Mr. Chris Hess
October 30, 1991
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The General Conditions of the Contract has been modified pursuant to our telephone discussion yesterday and no other changes have been made to any of the documents. I draw your attention to the Construction Specifications prepared by Environmental Health Consultants, Inc. which construction specifications were sent to your office via facsimile today. I wish to ensure that all changes and additions are called to your attention.

Thank you for your courtesy and cooperation in this matter. Naturally, should you have any questions or comments, please feel free to call or write.

Very truly yours,



James T. Graeb

Enclosures

cc: Mr. Raymond M. Baptista
Ms. Irene S. Fanelli

JTG/hlk

GENERAL CONDITIONS OF THE CONTRACT

ARRANGER

DINESH MANLAR

CONTRACTOR

SCRIVNER ENVIRONMENTAL SERVICES, INC.

Dated: October 30, 1991

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CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Arranger-Contractor Agreement ("Agreement") including all documents set forth in Exhibit B that Agreement, the General Conditions of the Contract, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager pursuant to Subparagraph 2.1.9, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid or any other documents unless specifically enumerated in Exhibit B to the Arranger-Contract Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, between the Construction Manager and the Contractor or between the Architect and the Construction Manager, but the Architect and the Construction Manager shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Arranger, the Construction Manager or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required of the Contractor by the Contract Documents, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project, as defined in the Arranger-Contractor Agreement, is the total construction of which the Work performed under the Contract Documents is a part.

1.1.5 THE ARRANGER

The Arranger of the Project ("Arranger" or "Agency") is Dinesh Maniar.

1.1.6 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.7 THE CONSTRUCTION MANAGER

The Construction Manager ("Construction Manager") is Environmental Health Consultants and its designated representatives or such other construction manager as may be designated by the Arranger.

1.1.8 THE SITE

The Site ("Site") is the property depicted on Exhibit A to the Agreement.

1.1.9 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.10 THE CONSTRUCTION MANUAL

The Construction Manual ("Construction Manual") includes all bidding documents and contract documents.

1.1.11 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.12 NOTICE TO PROCEED

The Notice to Proceed ("Notice to Proceed") is the written notice given by the Arranger to the Contractor with a copy to the Construction Manager fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.1.13 EQUAL OR APPROVED EQUAL

The terms "equal" or "approved equal" shall mean Substitutions approved by the Architect.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Agreement shall be signed in not less than duplicate by the Arranger and the Contractor.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, reviewed the Contract Documents, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. All work that is consistent with the Contract Documents and is reasonably inferable therefrom as being necessary to produce the intended results is required. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 The intent of the Contract Documents is to prescribe the details for construction and completion of the Work in accordance with the terms of the Contract. Where Contract Documents describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

1.2.6 Any discrepancies between Contract Documents and conditions of the Site, or in the layout given by stakes, points or instructions, discovered by the Contractor shall be promptly brought to the attention of the Construction Manager by written notice. Work done after such discovery, until authorized by the Construction Manager, will be done at the Contractor's risk.

1.2.7 In general, Specifications indicate qualities of materials and workmanship and Drawings indicate dimensions, locations, quantities and details of construction. Quantities indicated are estimates only. Figured dimensions take precedence over scaled measurements. Detailed Drawings and Specifications take precedence over general Drawings and Specifications. Supplementary details and instructions, approved revisions of later date, and addenda take precedence over original documents, information, and earlier addenda. In the event of ambiguity in quantity or in quality, the greater quantity and the better quality shall govern. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

1.3 OWNERSHIP AND USE OF DOCUMENTS

All Drawings, Specifications and copies furnished by the Construction Manager are and shall remain the property of the Arranger. They are to be used only with respect to the Work and are not to be used in any other project. With the exception of the contract set for each party to the Contract such documents are to

be returned or suitably accounted for to the Arranger on request at the completion of the Work.

ARTICLE 2

ADMINISTRATION OF THE CONTRACT

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1 The Construction Manager will administer the Contract as hereinafter described.

2.1.2 The Construction Manager will be the Arranger's representative during construction and until final payment to all contractors is approved. The Construction Manager will advise and consult with the Arranger. All instructions to the Contractor, and all communications from the Contractor to the Arranger shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the Arranger only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.1.17.

2.1.3 The Construction Manager will determine in general that the Work of the Contractor is being performed in accordance with the Contract Documents and will endeavor to guard the Arranger against defects and deficiencies in the Work of the Contractor.

2.1.4 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.5 Except as provided elsewhere in the Contract Documents, neither the Arranger nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the Architect nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Contractor, with due diligence shall provide competent quality assurance and inspection of all phases of the Work prior to a formal request by the Contractor to have the Construction Manager review the Work for completion.

2.1.6 The Arranger and the Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities and/or equipment for such access so that the Arranger and the Construction Manager may perform their functions under the Contract Documents.

2.1.7 The Construction Manager will review and approve the Contractor's Progress Schedules and will keep the Contractor informed of the Arranger's Construction Schedule.

2.1.8 The Construction Manager will review and approve all Applications for Payment by the Contractor, including final payment. Based upon its observations of the Work, the Construction Manager will confirm the amount owing to the Contractor and will issue a Certificate for Payment incorporating such amount, as provided in Paragraph 9.4.

2.1.9 Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the Arranger, any Work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to Arranger.

2.1.10 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.11 The Construction Manager will have authority to reject work which does not conform to the Contract Documents, and to require special inspection or testing, but will take such action only after consultation with the Arranger. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, the Construction Manager's authority to act under this Subparagraph 2.1.11, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.1.12 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.13 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.14 Following consultation with the Arranger, the Construction Manager will take appropriate action on Change orders in accordance with Article 12, and will have authority to issue minor changes in the Work as provided in Paragraph 12.4.

2.1.15 The Construction Manager will maintain at the Project Site one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications pertaining to the

Project, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to the Arranger upon completion of the Project.

2.1.16 The Construction Manager will conduct inspections to determine the dates of Substantial Completion of the Work and Final Completion of the Work, and will receive and forward to the Arranger for the Arranger's review written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.10.

2.1.17 The duties, responsibilities and limitations of authority of the Construction Manager as the Arranger's representative during construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the Arranger.

2.1.18 In case of the termination of the employment of the Construction Manager, the Arranger shall appoint a construction manager whose status under the Contract Documents shall be that of the former construction manager.

2.2 CONFERENCES

At any time during progress of the Work, the Arranger shall have authority to require the Contractor and any subcontractors to attend a job-site conference. Any notice of such conference shall be duly observed and complied with by the Contractor and Subcontractors. These conferences may be held on a weekly basis.

ARTICLE 3

ARRANGER

3.1 DEFINITION

The Arranger is the person or entity identified as such in the Arranger-Contractor Agreement and in Paragraph 1.1.5 above. The term Arranger means the Arranger or the Arranger's authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE ARRANGER

3.2.1 The Arranger shall make available to Contractor, as necessary, all surveys and documents, in the Arranger's possession, relied upon in the Contract Documents to describe the physical characteristics, legal limitations and utility locations for the Site of the Project.

3.2.2 Contractor will be furnished free of charge the two (2) copies of the Plans, Specifications, Contracts and Exhibit "B" Documents for execution of the Work.

3.2.3 The foregoing are in addition to other duties and responsibilities of the Arranger enumerated herein and especially those in respect to Work By Arranger or By Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11, respectively.

3.3 ARRANGER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work as required by Paragraph 13.2, or fails to carry out the Work in accordance with the Contract Documents, the Arranger, by a written order signed personally or by an agent specifically so empowered by the Arranger in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Arranger to stop the Work shall not give rise to any duty on the part of the Arranger to exercise this right for the benefit of the Contractor or any other person or entity.

3.4 ARRANGER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the Arranger to commence and continue correction of such default or neglect with diligence and promptness, the Arranger may, and without prejudice to any other remedy the Arranger may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor any and all costs of correcting such deficiencies, including but not limited to, compensation for the Construction Manager's additional services made necessary by such default, neglect or failure. Such action by the Arranger and the amount charged to the Contractor shall be based on the recommendation of the Construction Manager. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Arranger.

3.5 ARRANGER'S RIGHT TO USE OR POSSESS

3.5.1 The Arranger reserves the right, prior to Substantial Completion, to possess, or use, any completed part or parts of the Work. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the Arranger to the Contractor or in any way prejudice the Arranger's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only

when all the Work contracted has been duly and properly performed and accepted by the Arranger.

3.5.2 In exercising the right to possess or use completed parts of the Work prior to the Substantial Completion thereof, the Arranger shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Sum, nor materially delay the completion of the Contract, without extending the time for completion.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Arranger-Contractor Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

4.1.2 The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters and other articles of communication.

4.1.3 Before submitting bids, contractors and subcontractors shall be properly licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code.

4.2 REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall at once report in writing to the Arranger any error, inconsistency, omission or lack of coordination that may be discovered. The Contractor shall not be liable to the Arranger or the Construction Manager for any damage resulting from any such errors, inconsistencies or omissions or lack of coordination in the Contract Documents, unless the Contractor recognized such error, inconsistency or omission and failed to report it to the Arranger. The Contractor shall perform no portion of the Work at any time without executed Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, and other contractors who may be working at the Project site pursuant to other prime contracts,

subject to the overall review of the Construction Manager and in accordance with the provisions of the Contract Documents.

4.3.2 The Contractor shall be responsible to the Arranger for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Construction Manager or the Architect in their administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.3.4 Nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the Arranger.

4.4 LABOR, MATERIALS & EQUIPMENT

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees, including, but not limited to, appropriate public behavior and decorum, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

4.4.3 Each machine or unit of equipment shall be operated by an experienced operator skilled in handling the particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

4.4.4 Equipment not suitable to produce the quality of work required will not be permitted to operate on the Project. The Contractor shall provide adequate and suitable equipment to meet the above requirements and, when ordered by the Arranger, shall remove unsuitable equipment from the Work.

4.4.5 All vehicles used to haul materials over existing traveled ways shall be equipped with pneumatic tires and legal wheel loads.

4.4.6 The Contractor shall use only such equipment on the work and in such state of repair, that the emission of sound therefrom

is within the noise tolerant level of that equipment, as established by accepted standards of the industry.

4.4.7 Should the Arranger determine that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry is exceeded, such equipment shall not, after such determination by the Arranger, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

4.4.8 The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this Contract. Such references to specific duties and liabilities are made for the purpose of explanation.

4.5 WARRANTY

The Contractor warrants to the Arranger that all materials and equipment furnished under this Contract will be of good quality and free from faults and defects unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Construction Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Contractor shall obtain and pay for all permits, governmental fees, and licenses specified herein. The Contractor and subcontractors shall be required to obtain and pay for all municipal permit and inspection fees and for all construction permits and inspection fees. The Contractor shall obtain and pay for permits from the City of Oakland, the County of Alameda and the California Department of Transportation for use of portions of streets adjacent to the Site as necessary for Contractor's operations, as well as any other permits, fees and licenses.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes and regulations in any respect, the Contractor shall promptly notify the Construction Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Construction Manager, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.7.5 The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in the care and maintenance of public utilities which are within his influence and under his direction. The Contractor shall assume all responsibility concerning the same for which the Arranger may be liable, except for undisclosed utilities.

4.7.6 The Contractor shall pay all fees for required work to be performed on site utilities and services. These fees shall be included in the Contract sum.

4.8 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.8.1 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.8.2 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.9 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.10 POLLUTION CONTROL

The Contractor shall not, in connection with the Work, discharge any smoke, dust or other contaminants into the atmosphere or discharge any fluids or materials into any lake, river, stream, or channel as will violate any federal, state or local laws or regulations of any legally constituted authority.

4.11 SUPERINTENDENT

4.11.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each

case. Contractor shall supply the name of the Superintendent within five (5) days after the issuance of the Notice to Proceed.

4.11.2 The Construction Manager shall be supplied at all times with the names and telephone numbers of at least two persons in charge of or responsible for the Work, who can be reached for emergency work 24-hours a day, seven days a week.

4.11.3 Where the Contractor is comprised of two or more persons, co-partnerships or corporations, functioning on a joint venture basis, Contractor shall designate in writing to the Construction Manager the name of their authorized representative who will have supreme authority to direct the Work and to whom communications and directives will be given by the Construction Manager to be received and obeyed by the Contractor.

4.12 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, following issuance of the Notice to Proceed, shall prepare and submit for the Construction Manager's approval a Contractor's Construction Schedule for the Work which shall provide for expeditious and practicable execution of the Work. Contractor's Construction Schedule shall be updated weekly.

4.13 DOCUMENTS AT THE SITE

The Contractor shall maintain at the Site, on a current basis, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction. These shall be available to the Construction Manager. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction. All record drawings and documents shall be current to include all charges and classifications on a weekly basis for review by the Construction Manager and Arranger. Billing will include a certification by the Contractor that the drawings and documents record are current as a part of the complete monthly billing.

4.14 [THIS SPACE INTENTIONALLY LEFT BLANK]

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4.15 USE OF SITE

4.15.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Site with any materials or equipment. The Contractor shall provide adequate protection of all Work until final completion and acceptance. The Contractor shall take particular precautions to protect all existing items of work to remain; existing buildings and structures; underground piping and other facilities. All damaged or disturbed items shall be replaced at the expense of Contractor prior to acceptance.

4.15.2 The Contractor shall coordinate all of the Contractor's operations with, and secure approval from, the Construction Manager before using any portion of the Site. This Project may be one of several construction projects in the immediate area, including the Site. Contract work for other construction within and adjacent to the right-of-way may be in progress during the working period for this Contract. Progress schedules for such other work when available, should be inspected by the Contractor. No guarantee can be made by the Arranger that such other work will actually be performed as indicated by the schedules. The Arranger and Construction Manager will not be responsible for delay caused by the disagreement or any lack of cooperation between contractors. No additional compensation will be allowed for delay, inconvenience or interference to the Contractor's operations by reason of such other work.

4.15.3 Contractor agrees, at Arranger's election, to utilize any reserve gates set aside for use of Contractor, its suppliers and employees. Contractor agrees to perform its obligations under this Contract notwithstanding the presence of pickets at said reserve gate.

4.16 COMMUNICATIONS

The Contractor shall forward all communications to the Arranger through the Construction Manager except as otherwise provided in the Construction Documents.

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4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall fully protect, indemnify, defend and hold harmless the Arranger, and all of the respective agents, employees, successors and assigns from and against any and all liability, claim or demand, arising out of or resulting from, either directly or indirectly, the performance by Contractor of its work under the Arranger-Contractor Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act, neglect, default or omission of the Contractor, any subcontractor, any of the Contractor's or subcontractors' suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18. The Contractor at its own expense, and risk, shall defend all legal proceedings that may be brought against the Arranger, the City, the Architect, the Construction Manager, and their successors, assigns, officers and employees, on any such liability, claim or demand, and satisfy any resulting judgment that may be rendered against any of them.

4.18.2 In any and all claims against the Arranger or any of his agents, employees, successors or assigns by any employee of the Contractor, any subcontractor, any supplier of the Contractor or subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or any supplier of either of them under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Construction Manager, their agents or employees, 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 Construction Manager, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

4.18.4 [THIS SPACE LEFT INTENTIONALLY LEFT BLANK]

4.19 ADDITIONAL PROVISIONS

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil. All such materials shall become the property of the Arranger upon being so attached or affixed.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or a subcontractor's authorized representative. The term subcontractor does not include any separate contractor or any separate contractor's subcontractors.

5.1.2 A subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or an authorized representative thereof.

5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Contractor shall have submitted with execution of this Agreement for Arranger's approval, a list of all subcontractors whose work represents an excess of setting forth the name and location of the place of business of each such subcontractor and the portion of work which will be done by each such subcontractor. Before starting work under the Contract, a subcontractor must have been included in the list of subcontractors submitted by the Contractor. The Contractor shall not substitute any subcontractor in place of the subcontractors designated in such list except as permitted by the Arranger or permit any subcontract to be assigned, transferred, or performed by anyone other than the designated subcontractor.

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5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the

obligations and responsibilities which the Contractor, by these Documents, assumes toward the Arranger and the Construction Manager. Said agreement shall preserve and protect the rights of the Arranger and the Construction Manager under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Arranger. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 5.3, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such Documents available to their subcontractors.

5.3.2 The Contractor shall be fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

5.3.3 When a portion of the Work subcontracted by the Contractor is not being performed in a manner satisfactory to the Arranger, the Arranger shall notify the Contractor and shall inform him of the deficiencies in the subcontractor's execution of the Work. If the subcontractor fails to correct such deficiencies within ten (10) days after Contractor's receipt of notification from the Arranger, the Contractor shall cause the subcontractor to be removed immediately from the Work.

5.3.4 Contractor agrees to bind in writing all subcontractors and materials suppliers to the terms of the General Conditions of the Contract for Construction and to the terms of the entire agreement between Arranger and Contractor.

5.3.5 Contractor shall require each subcontractor and materials supplier to agree in writing to utilize any reserve gate set aside, at Arranger's election, for use by said subcontractor, its suppliers and employees, or said materials supplier. Contractor shall require each subcontractor and materials supplier to agree in writing to perform its obligations under this Contract notwithstanding the presence of pickets at said reserve gate.

ARTICLE 6

WORK BY ARRANGER OR BY SEPARATE CONTRACTORS

6.1 ARRANGER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Arranger reserves the right to perform work related to the Project with the Arranger's own forces, and to award separate contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage or additional cost is involved because of such action by the Arranger, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the Site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Arranger-Contractor Agreement.

6.1.3 The Arranger will provide for the coordination of the work of the Arranger's own forces with the Work of the Contractor, who shall cooperate therewith.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Arranger, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Arranger or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Arranger's or separate contractor's work as fit and proper to receive the Work.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Arranger, or to other work or property on the Site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Arranger or Construction Manager on account of any delay or damage alleged to have been caused by the Contractor, the Arranger shall notify the Contractor who shall, at the Arranger's or Construction Manager's election, defend such proceedings at the Contractor's expense. If any judgment or award against the Arranger or Construction Manager arises from any such litigation proceeding, whether defended by Arranger, Construction Manager or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the Arranger and Construction Manager for all attorneys' fees and court costs which the Arranger and Construction Manager have incurred or for which they are liable.

6.3 ARRANGER'S RIGHT TO CLEAN UP

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste, rubbish, the Contractor's tools, construction machinery, equipment, surplus materials and other property. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the Arranger may clean up and charge the cost thereof to the contractors responsible therefor as the Construction Manager shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of California.

7.1.2 Rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith and the remaining provisions of the Contract shall, nevertheless, remain in full force and effect.

7.1.3 The Contractor shall conform to and abide by all local, state and federal building, sanitary, health and safety laws, rules, and regulations, including all City of Oakland and County of

Alameda ordinances and regulations. To the best knowledge and belief of the parties, the Contract now contains no provision that is contrary to federal or state law or any ruling or any regulations of a federal or state agency. Should, however, any provisions of the Contract at any time during its term be in conflict with any such law, ruling or regulation, and such provisions of the Contract are thus held inoperative, the remaining provisions of the Contract shall, nevertheless, remain in full force and effect.

7.1.4 All Contractors and subcontractors employed upon the Work shall and will be required to conform to the provisions of the Labor Code of the State of California, and shall also comply with all rules, regulations and Labor Laws of the federal government and the various acts amendatory and supplementary thereto, and all other laws, ordinances and legal requirements.

7.1.5 Whenever the provisions of any section of the Specifications may conflict with any agreement or regulation of any kind in force among members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor must make all necessary arrangements to reconcile any such conflict without recourse to the Construction Manager or Arranger.

7.1.6 The Contractor shall protect, defend, indemnify and hold harmless the Arranger, his employees, agents, successors or assigns from any and all claims, demands, actions, loss and damage arising by reason of a breach of any of the provisions of this Article.

7.2 SUCCESSORS AND ASSIGNS

The Arranger and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by Federal Express, registered or certified mail to the last business address known to the party giving the notice.

7.4 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees, agents or others for whose acts such party is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 Within three (3) days of the execution of the Contract and prior to commencing any of the Work, the Contractor shall provide the Arranger with a \$500,000 Performance Bond and Labor and Material Payment Bond, using the bond forms provided by the Arranger or an Arranger approved similar bond. During the contract period bond amount(s) shall be increased for increased value of changes in the Work.

7.5.2 At the election of Arranger, Contractor shall provide, within ten (10) days of receipt of each progress payment and of the final payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the Arranger or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Construction Manager timely notice of its readiness so the Construction Manager may observe such inspection, testing or approval. The Construction Manager shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Arranger shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Construction Manager determines that any Work requires special inspection, testing or approval which Subparagraph 7.7.1 does not include, the Construction Manager will, upon written authorization from the Arranger, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. if such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Construction Manager's additional services made necessary by such failure; otherwise the Contractor shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Construction Manager for transmittal to the Arranger.

7.7.4 If the Construction Manager wishes to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the source of supply.

7.8 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Contract Documents, certain equipment, articles, materials, products, things, or services may be designated under a trade name or the name of a manufacturer and his catalog information, and be followed by the words 'or equal'. In such event, except in those instances where the product is designated to match others in use on a particular public improvement, either completed or in the course of completion, such equipment, articles, materials, products, things or services, shall also be designated under at least one (1) additional brand or trade name of comparable quality or utility. In cases involving a unique or novel product application required to be used in the public interest, or where only one (1) brand or trade name is known to the Arranger, only one (1) brand or trade name is listed. The use of alternative equipment or an article, material, product, thing or service which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Arranger, in accordance with the following requirements: within ten (10) days after Notice to Proceed, or as necessary so as not to delay progress of the Work, the Contractor shall submit data substantiating any request for a substitution of 'an equal' item.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles, materials, products, things, or services, shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the Arranger. The Arranger shall be the sole judge as

to the comparative quality and suitability of alternative equipment, articles, materials, products, things or services, and its decision shall be final.

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7.10 PENALTY FOR COLLUSION

If, at any time, it is determined that the person, firm or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and his sureties shall be liable for loss or damage which the Arranger may suffer thereby, and the Arranger may advertise for new bids for said work.

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7.12 DIVISION OF INDUSTRIAL SAFETY PERMITS

7.12.1 The Contractor shall, before beginning any excavation or trench work, five (5) feet or more in depth, secure, in addition to any permits required from the City, a permit "to perform Excavation or Trench work", from the State of California, Division of Industrial Safety.

7.12.2 In order to receive a permit "to perform Excavation or Trench work", the Contractor must submit a detailed plan showing his proposed design for shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. If such plan varies from the shoring system standards established by the construction safety orders, the plan shall be prepared by a registered civil or structural engineer in the State of California. The Contractor shall also submit the detailed plan to the Arranger for approval.

7.12.3 The Contractor shall file a copy of the permit "to perform excavation or trench work", with the Arranger, at least five (5) days before the beginning of any excavation or trench work.

7.13 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control or is to be paid for, in whole or in part, by another public subdivision entity or jurisdiction, including but not limited to: The City of Oakland, United States Government, State of California, County of Alameda such Work shall be subject to inspection by the proper officials of such entities or jurisdictions and it must pass inspection.

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ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is on the date specified on the Notice to Proceed issued by the Arranger.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the Arranger can occupy or utilize the Work or designated portion thereof for the use for which it was intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed in completing the Work by any act or neglect of the Arranger, the Construction Manager, any of their employees, any separate contractor employed by the Arranger, or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions as more fully set forth in Subparagraph 8.3.7 below, unavoidable casualties, any causes beyond the Contractor's control, or by any other cause which the Construction Manager determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Construction Manager may determine from a review of the critical path and the effect of the delay on the critical path. No extension of time shall be granted for delay to non-critical work.

8.3.2 Any claim for extension of time shall be made in writing to the Construction Manager not more than ten (10) days after the commencement of the delay, otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 The Contractor shall provide data showing the cause of the delay and the effect of the delay on the critical path Work. If the Contractor claims damages for any such delay, he shall notify the Construction Manager in writing not more than ten (10) days after the commencement of the delay, stating the cause of the delay and estimating the cost to the Contractor of the delay. The Contractor shall keep accurate records of all costs attributable to said delay including labor, material and other expenditures, field and home office overhead, indirect and consequential expenses, and said records shall be submitted to the Construction Manager with the Contractor's claim for damages resulting from the delay. The Contractor agrees that he shall not recover any damages for costs, losses, or consequential damages arising out of any claim not made in writing within ten (10) days after the commencement of the delay. Under no circumstance shall delays attributable to one or more of the following causes result in an adjustment to the Contract Sum or an increase in the Contractor's compensation: adverse weather conditions, labor disputes, Acts of God, fire, unavoidable casualty, or acts or neglect of the Contractor, its employees and suppliers, or any subcontractor and its employees or suppliers.

8.3.4 No claim for delay shall be allowed on account of failure to furnish interpretations as provided in Subparagraph 2.1.9 until twenty-one (21) days after the receipt of such request and not then unless such claim is reasonable.

8.3.5 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

8.3.6 No extension of time for completion or adjustments to the Contract Sum will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of, or breach of the Contract Documents by the Contractor or anyone for whose acts the Contractor is responsible.

8.3.7 No extension of time will be allowed for delays due to adverse weather conditions, unless such conditions can be shown to be abnormally severe. The Construction Manager will decide that an extension of time is justified only if the actual weather encountered is materially more severe than the normal weather conditions over the previous ten years as evidenced by official weather bureau records. Notice of apparent delays due to weather shall be made in writing, but extensions of time will not be allowed until after the overall actual weather conditions during the construction period can be evaluated. The amount of any extension will be based upon actual delays to the Critical Path Work. No other compensation will be provided beyond time extension.

8.4 HOURS OF LABOR

8.4.1 Eight (8) hours of labor shall constitute a legal day's work, and the Contractor or any subcontractor shall not require or permit more than eight (8) hours of labor in any day nor more than forty (40) hours in any calendar week from any person employed in the performance of the Work of this Contract, except as permitted by the Labor Code of the State of California.

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ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Arranger-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Arranger to the Contractor for the performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Following the issuance of the Notice to Proceed, the Contractor shall submit to the Construction Manager its Cost-Loaded Progress Schedule. The Contractor's Cost-Loaded Progress Schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. If the Cost-Loaded Progress Schedule is not favorably reviewed and

approved by the Construction Manager, a revised Cost-Loaded Progress on Schedule shall be submitted that is mutually acceptable to the Contractor and the Construction Manager. Progress Payments shall be made to the Contractor based on the Cost-Loaded Progress Schedule.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 The Contractor shall prepare an itemized Application for Payment based upon work completed by the close of the twentieth day of each month and shall submit said Application to the Construction Manager for its review and approval no later than the twenty-fifth day of each month. The Application for Payment shall be supported by such data substantiating the Contractor's right to payment as the Arranger or the Construction Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Items and values of work included in the Application for Payment shall be as detailed in the Contractor's approved Cost Loaded CPM.

9.3.2 Until the Work is complete, Arranger will pay ninety percent (90%) of amounts due Contractor on account of progress payments. Retained percentages are for the sole protection and benefit of the Arranger, and no other person, firm or corporation shall be entitled to receive any part thereof. Sums withheld as retained percentages may be expended by the Arranger to correct or remedy any of the conditions described in subparagraph 9.7.1. Except for amounts applied by Arranger to correct or remedy any such conditions, the full contract retainage will be paid to Contractor at the time of final payment. Until the time of final payment, Arranger shall remain the legal and beneficial owner of all retained percentages.

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9.3.6 Unless otherwise provided in the Contract Documents, payments will be made on account of fabricated materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance by the Arranger, payments may similarly be made for fabricated materials or equipment suitably stored at some other location agreed upon in writing. Payments for fabricated materials or equipment stored on or off the Site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Arranger to establish the Arranger's title to such fabricated materials or equipment or otherwise protect the Arranger's interest, including applicable insurance and transportation to the Site for those materials and equipment stored

off the Site. Applications for payments shall be based upon that portion of the Contract Sum properly allocable to labor, fabricated materials and equipment either incorporated in the Work or suitably stored at the Site, up to five (5) days prior to the date on which the Application for Payment is submitted. Payments for fabricated materials and equipment stored off-site within fifty (50) miles of the Project will be made, subject to Arranger's approval, if Contractor provides invoice, lien release, certificate of insurance covering stored materials, and stores material in an approved, bonded warehouse. Arranger and Arranger's representatives shall have the right of inspection of materials stored off-site.

9.3.7 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Arranger either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Manager will, within ten (10) days after the receipt of a properly-prepared Application for Payment, review the Application for Payment and either forward the Application for Payment to the Arranger with a copy to the Contractor for such amounts as the Construction Manager determines are properly due, or notify the Arranger and Contractor in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.7.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Construction Manager to the Arranger that, based on the Construction Manager's observations at the Site and the data comprising the Application for Payment, the Work has progressed to the point indicated; that, to the best of the Construction Manager's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.

9.5 PAYMENTS FOR MOBILIZATION

9.5.1 Payments for mobilization shall be made in accordance with this subparagraph. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, utilities and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the site.

9.5.2 Mobilization will be paid pursuant to Section 9.4.1. When the Contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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9.6 PROGRESS PAYMENTS

9.6.1 After the Construction Manager has issued a Certificate for Payment, the Arranger shall make payment to the Contractor.

9.6.2 The Contractor shall promptly pay each subcontractor upon receipt of payment from the Arranger, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their subcontractors in similar manner.

9.6.3 The Construction Manager may, on request and at the Construction Manager's discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Construction Manager on account of Work done by such subcontractor.

9.6.4 Neither the Arranger nor the Construction Manager shall have any obligation to pay or to see to the payment of any monies to any subcontractor.

9.6.5 No certification of a progress payment, any progress payment, or any partial or entire use or occupancy of the Project by the Arranger, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.7 PAYMENTS WITHHELD

9.7.1 The Construction Manager, following consultation with the Arranger, may decline to approve payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Arranger, if, in the Construction Manager's opinion, the Construction Manager is unable to make representations to the Arranger that the quality of work is in accordance with the Contract Documents. If the Construction Manager is unable to make said representations to the Arranger and to certify payment in the amount of the Application, the Construction Manager will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Construction Manager cannot agree on a revised amount, the Construction Manager will promptly issue a Certificate for Payment for the amount for which the Construction Manager is able to make such representations to the Arranger. The Construction Manager may also decline to approve payment or, because of subsequently discovered evidence or subsequent observations, the Construction Manager may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in the Construction Manager's opinion, to protect the Arranger from loss because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the Contractor to make payments properly to subcontractors, or for labor, materials or equipment;
4. proof that the work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Arranger or another contractor;
6. proof that the work cannot be completed within the Contract Time;
7. persistent failure to carry out the Work in accordance with the Contract Documents;

8. failure to submit an original or an updated CPM Schedule in accordance with the Contract Documents;
9. failure to submit proper shop drawings.

9.7.2 When the grounds described in Subparagraph 9.7.1 above are removed, payment shall be made for amounts withheld because of them.

9.8 TIME OF PAYMENT

9.8.1 Arranger will make Progress Payments after receipt of Certificate for Payment within a time agreed upon prior to signing of Contract, or where no prior agreement is made, within thirty (30) days of receipt of an approved Application for Payment.

9.8.2 Arranger retains right to make partial payments or reduced payment during the period of any dispute and Contractor shall be obligated to continue all Work.

9.8.3 Arranger retains the right to pay all Certificates for Payment involving solely transportation of contaminated soil to an appropriate dump-site within two (2) business days of receipt of said Certificate for Payment. Upon Arranger's election to so pay the transportation costs, and actual payment within said two (2) business days, Contractor agrees to waive its customary 15% management charge related to said transportation costs.

9.9 SUBSTANTIAL COMPLETION

9.9.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Arranger, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for the Construction Manager a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Arranger and Construction Manager shall prepare a punchlist of items to be completed pursuant to the Contract Documents. When the Construction Manager determines that the Work or designated portion thereof is substantially complete, the Construction Manager will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the Arranger and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion of

the Work shall be submitted to the Arranger and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. If desired by Arranger, portions of the work, as completed, may be placed in service. The Contractor shall give proper access to the Work for this purpose. Such use and operation shall not constitute an acceptance of the Work or that portion placed in service. Nothing in this section shall be construed as relieving the Contractor from liability for defects due to faulty construction or from its responsibility to correct defective work or materials.

9.9.2 Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Construction Manager, the Arranger shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. Retainage payments will be made concurrent with final payment.

9.9.3 Warranties required by the Contract Documents shall commence on the date of final acceptance by Arranger or from the Date of Substantial Completion of the Work or designated portion thereof, whichever is earlier, unless otherwise provided in the Certificate of Substantial Completion of the Work or designated portion thereof. Contractor shall obtain any manufacturer's extended warranties as are necessary to comply with this requirement.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Following the Construction Manager's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion or correction of the work in accordance with the requirements of the Certificate of Substantial Completion, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Application for Payment. Upon receipt, the Construction Manager will make the necessary evaluations and will promptly make such inspection. When the Construction Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager will issue a Certificate for Payment and the Construction Manager will approve the final payment due the Contractor. All prior partial estimates and payments shall be subject to correction and the final estimate and payment. No payment shall be construed to be an approval or acceptance of any defect in work or improper materials.

9.10.2 Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Construction Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Arranger or the Arranger's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Arranger, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Arranger. If any subcontractor refuses to furnish a release or waiver required by the Arranger, the Contractor may furnish a bond satisfactory to the Arranger to indemnify the Arranger against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Arranger all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Except for those claims previously, made by the Contractor in writing and identified by the Contractor as unsettled at the time of final Application for Payment, acceptance by the Contractor of final payment shall be and shall operate as a release to Arranger, its successors, assigns, officers and employees of and from any and all other claims, demands, causes of action, obligations, damages or liabilities, whether or not known or suspected, which Contractor ever had or claims to have had as of or prior to the acceptance of final payment arising directly or indirectly out of, or in any way connected with any of the transactions, series of transactions or matters in connection with the Work and every act and neglect of the Arranger, its officers, employees, successors and assigns relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract for the Contractor's bond for faithful performance and Contractor's payment bond.

9.10.4 All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment prior to the Date of Substantial Completion of the Work.

9.10.5 Final payment shall be made to Contractor no earlier than thirty (30) days after acceptance of the Work by the Arranger, which acceptance shall be evidenced by the recordation of a Notice of Completion of the work in the Office of the County Recorder. However, the Arranger may accept Completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the Construction Manager and the Arranger, except for minor corrective items, as distinguished from incomplete items. If the Contractor fails to correct all such items prior to the expiration of the thirty (30) day period, immediately following acceptance of completion, the

Arranger shall withhold from the final payment an amount equal to twice the estimated cost of correction of all such items until the last of the items have been corrected. At the end of the thirty (30) day period, if there are items remaining to be corrected, the Arranger may request the Contractor in writing to make immediate correction of said items; and if the Contractor fails to make such correction within ten (10) days of the date of the written notice, the Arranger may make the correction and deduct the costs from the amount withheld therefore.

9.11 LIQUIDATED DAMAGES

9.11.1 Due to the impracticability and extreme difficulty of determining the actual damage to the Arranger for loss of use of the Work if the Work is not Substantially Completed on the date set forth in the Contract, plus any approved extensions of time, Contractor shall be liable for and shall pay to Arranger as liquidated damages the amount of One Thousand Dollars (\$1,000.00) per day for each calendar day of delay beyond the Substantial Completion Date. The payment of liquidated damages shall not relieve the Contractor or its Surety from any other obligations under this Contract. Contractor agrees to pay said liquidated damages and in case the same are not paid, agrees that the Arranger may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract. If time extensions are required due to the fault of the Contractor, the Arranger shall further have the right to charge the Contractor and to deduct from the final payment for the work, the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrued during the period of such extension.

9.11.2 The Date for Substantial Completion of the Work shall not be extended except in accordance with the provisions of Paragraph 8.3 above ("Delays and Extensions of Time"). Notwithstanding anything to the contrary contained in said Paragraph 8.3, as a condition to any entitlement of Contractor to an extension of the Date for Substantial Completion or for any other claim of delay, Contractor shall deliver to Arranger and Construction Manager a written notice of the circumstances justifying his claim for delay, stating the nature thereof, as soon as practicable, but in no event more than ten (10) days following the commencement of the event giving rise to such claim. Failure to deliver any such notice or request within the required period shall constitute an irrevocable waiver of any extension of the scheduled completion date, or any other claim for delay, by reason of the cause in respect of which such notice was required. In the case of a continuing cause of delay of a particular nature, Contractor shall be required to give one such notice with respect thereto.

9.11.3 In the event that a suspension of the Work is ordered by the Arranger due to failure on the part of the Contractor to perform any provision of the Contract, the days on which the suspension of the Work is in effect shall be considered calendar days and the time of Substantial Completion shall not be extended and the Contractor shall not be relieved of any claim for liquidated damages, engineering or inspection charges or any other charges which the Arranger may have.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor is warned that the Work herein involves the handling, remediation and removal from the Site of hazardous substances known to pose serious personal health and other related dangers. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Reference is called to the Health and Safety Plan governing the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damages, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of the Contractor's subcontractors or subcontractors;
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities most designated for removal, relocation or replacement in the course of construction; and
4. the work of the Arranger or other separate contractors.

Contractor shall take all reasonable precautions to protect the work from vandalism or other abuse.

Contractor, not Arranger or Construction Manager, shall remain fully responsible for the disposition and the exposure to persons of materials, whether or not hazardous. Contractor remains fully responsible for the handling of and the removal of products and systems and shall take necessary measures to protect employees, subcontractors, general public, design consultants and others. If temporary removal is required of any of the items referred in Subparagraph 10.2.1.3 above, or if damage occurs thereto, the Contractor shall restore or replace same at his own expense. Items replaced shall be of the same kind, quality and size.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Arrangers and users of adjacent utilities.

10.2.4 When the use or storage of explosive or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel within the guidelines of all appropriate state, federal and local regulatory agencies.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible under Subparagraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Arranger the Construction Manager or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Arranger and the Construction Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.8 The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of Work than he can prosecute properly with due regard to the rights of the public. Unless otherwise provided elsewhere in the Contract Documents, all traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Spillage resulting from hauling operations along or across the traveled way shall be removed immediately at the Contractor's expense.

10.2.8.1 Existing traffic signal and right-of-way lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work, and City forces may continue routine maintenance of existing systems.

10.2.8.2 Convenience of abutting owners along the right-of-way shall be provided for as far as practicable. Convenient access to driveways, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting right-of-ways shall be provided and kept in good condition. When the abutting property Arranger's access across the right-of-way line is to be eliminated, or to be replaced under the contract or by other access facilities, the existing access shall not be closed until the replacement facilities have been completed.

10.2.8.3 In order to expedite the passage of public traffic through or around the Work or where ordered by the Arranger, the Contractor shall install signs, lights, flares, barricades and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Arranger, he shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work.

10.2.8.4 The Contractor shall be required to pay the cost of replacing or repairing all facilities installed for the convenience of direction or warning of public traffic, that are lost or damaged by reason of his operations to such an extent as to require replacement or repair.

10.2.8.5 Except as otherwise provided elsewhere in the Contract Documents, full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made therefor.

10.2.8 It is the Contractor's responsibility to provide for the safety of the public during construction.

10.2.9.1 Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish at his own expense, and without cost to the Arranger, such flagpersons and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

10.2.9.2 All traffic control signs, barricades, lights and other warning and safety devices shall conform to the current "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways," issued by the State of California Business and Transportation Agency, Department of Transportation.

10.2.9.3 Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures, as above provided, the Arranger may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed by the Contractor at his expense. Should the Arranger point out the inadequacy of warning devices and protective measures, such action on the part of the Arranger shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

10.2.9.4 The installation of general right-of-way illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any of the protective facilities hereinbefore specified.

10.2.9.5 Should the Contractor fail to, be neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, the Arranger may furnish and/or maintain such facilities and charge Contractor therefor by deducting the cost thereof from periodic progress payments due the Contractor as such costs are incurred by the Arranger.

10.2.9.6 In the event the Contractor does not provide such flagpersons and guards as are required by this section, the Arranger may request the City Police Department to do the job and the cost to the Arranger for providing flagpersons and guards shall be deducted from any periodic progress payments due the Contractor.

10.2.9.7 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the right-of-way open for use by public traffic.

10.2.9.8 Full compensation for conforming to all of the provisions of this Section shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made therefor.

10.2.10 Due care shall be exercised to avoid injury to existing right-of-way improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed.

10.2.10.1 Roadside trees and shrubbery that are not to be removed and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all right-of-way facilities, and any other improvements or facilities within or adjacent to the Work, shall be protected from injury or damage, and if ordered by the Arranger, the Contractor shall provide and install suitable safeguards, approved by the Arranger, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the Work, or as good as required by the Contract Documents, if any such objects are a part of the Work being performed under the Contract.

10.2.10.2 The Contractor shall examine all bridges, culverts and other structures on or near the Work, over which he will move his materials and equipment and before using them, he shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by reason of his operations.

10.2.10.3 The fact that any underground non-utility facility or any existing service lateral or appurtenances, wherever the presence of such lateral or appurtenances can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes on or adjacent to the construction site, are not shown upon the Plans shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements, except for unmarked existing main and truckline utility facilities, which may be subject to damage by reason of his operations.

10.2.10.4 Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in protecting property as above specified, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be made therefor.

10.2.11 As between the Arranger and the Contractor, the Arranger shall assume responsibility for the timely removal, relocation or protection of existing main or mota utility facilities located on

the Site, unless such utility facilities are identified in the Plans and Specifications. The Contractor shall be compensated under the provisions of Article 12 for any costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delaying completion of the Project when such delay was caused by the failure of the Arranger or the Arranger of the utility to provide for removal or relocation of such utility facilities. If the Contractor, while performing the Work, discovers utility facilities not identified by the Arranger, the Contractor shall immediately notify the Arranger and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or to permit the Contractor to perform repairs or relocation work at a reasonable price.

10.3 EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall immediately notify the Arranger in writing of such actions. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in California, insurance for protection from the claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.17.

11.1.4 Certificates of Insurance on AIA Document G705 (1978) or other Arranger-approved form, shall be submitted to the Construction Manager for transmittal to the Arranger prior to commencement of the Work. Contractor shall provide one copy of each required Certificate of Insurance for each copy of the Arranger-Contractor Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Arranger. Contractor agrees to furnish promptly to Arranger copies of any endorsements issued after execution of the Contract amending Contractor's coverage or limits. Contractor further agrees that, upon receipt of any notice of cancellation or alteration, Contractor shall procure, within five (5) days, other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. If Contractor fails to provide acceptable policies of insurance, Arranger may obtain such insurance at the cost and expense of Contractor.

11.1.5 Surety companies shall familiarize themselves with all of the conditions and provisions of this Contract, and they waive the right of special notification of any change or modification of this Contract or of decreased or increased work or of the cancellation of the Contract, or of any other acts by the Arranger or its authorized agents, under the terms of this Contract. Notwithstanding the provisions of any other contract or agreement,

the failure of any surety company or insurance company to receive notification of any of the aforesaid changes shall in no way relieve said surety company of its obligations under this Contract.

11.1.6 Notwithstanding any other provisions of the Contract Documents inconsistent with the provisions of this Subparagraph, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work caused by an Act or Acts of God occurring after the Contract for the Work is entered into. For the purpose of this Subparagraph, Acts of God shall include only earthquakes and tidal waves, when such occurrences or conditions and effects have been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States.

11.1.7 Contractor agrees to assist in every manner possible in the reporting and investigation of any accident and, upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for the resolution of any claim or lawsuit.

11.1.8 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's Proposal.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Comprehensive General Liability covering Broad Form Comprehensive General Liability naming Owner as an additional insured;
- b. Broad Form General Automobile Liability Insurance naming Owner as an additional insured;
- c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$100,000 per accident.

11.1.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Arranger. At the option of the Arranger, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Arranger, the Redevelopment Agency, their officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Arranger.

11.1.10 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Arranger, employees, agents and contractors are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Arranger, its, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Arranger, his employees, agents and contractors. Any insurance or self-insurance maintained by the Arranger, his officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Arranger, his employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Arranger.

11.1.11 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers acceptable to the Arranger's Risk Manager.

11.1.12 VERIFICATION OF COVERAGE

Contractor shall furnish the Arranger with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of Insurance shall then be mailed to: Mr. Albert Wong, 400 Oyster Point Blvd., Ste. 415, South San Francisco, California 94080.

11.1.13 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

11.1.14 BAILEE DISCLAIMER

It is hereby understood and agreed that the Arranger in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of others including, but not limited to, the property of Contractor, the Contractor's contractor, or their respective agents, employees and invitees.

11.2 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until completion of the contract and final acceptance of the Work by the Arranger, the Contractor shall have the charge and care of and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, or from any other cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in subparagraph 11.1.6.

In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work as above specified and he shall also be responsible for all materials delivered to the Work or materials which have been furnished by the Arranger. If ordered by the Arranger, the Contractor shall at Contractor's own expense, properly store materials which have been furnished by the Arranger. Such storage by the Contractor shall be on behalf of the Arranger, and the Arranger shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Arranger.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a signed written order to the Contractor showing the recommendation of the Construction Manager and the authorization of the Arranger, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Prices, Contract Quantities and/or the Contract Time. The Contract Prices, Contract Quantities and/or the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Prices, Contract Quantities and/or the Contract Time. Adjustments of Contract Time, Work or Sum may be issued without notice to Sureties, and absence of such notice shall not relieve the Sureties of any responsibilities (See Subparagraph 11.1.5). No Change Order shall operate to authorize a time extension, unless such Change Order specifies such extension. If no time extension has been granted in such Change Order, Contractor agrees that in no event shall Contractor make any subsequent claim relating to the items covered by such Change Order.

12.1.2 The Arranger, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract and the Contract Time being adjusted accordingly. All such Prices, Contract Quantities changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A contract Change Order will not become effective until approved by the Arranger.

12.1.3 The cost or credit to the Arranger resulting from a change in the Work shall be determined by the Change Order.

Should the Contractor disagree with any terms or conditions set forth in an approved Change Order which Contractor has not executed, Contractor shall submit a written protest to the Construction Manager, with a copy to the Arranger, within ten (10) days after receipt of said approved Change Order. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved Change Orders will be considered as executed Change Orders.

12.1.4 The Contractor, provided a written order signed by the Arranger is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager, if necessary, on the basis of the actual and reasonable expenditures and savings of those performing the Work attributable to the change, including in the case of an increase in the Contract Price or Contract Quantity, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Arranger or the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Material charges shall be substantiated by valid copies of vendor's invoices. Contractor shall keep full and complete records of the cost of such work and shall permit the Construction Manager and Arranger to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery, except that if Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site; actual cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's: compensation insurance; bond premiums; actual rental value of equipment and machinery,

except that in no case shall such rental value exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication and field repairs and maintenance; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Arranger, payments on account shall be made on the Construction Manager's approval of a Certificate for Payment.

12.1.5 The amount of credit to be allowed by the Contractor to the Arranger for any deletion or change which results in a net decrease in the Contract Price or Contract Quantities will be the amount of the actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. If the price change is in addition to the Contract Price and/or Contract Quantity, it shall include the Contractor's and subcontractor's overhead and profit. On any change which involves a net credit to the Arranger, no allowance for overhead shall be figured, but profit shall be figured. Under no circumstances shall the total Change Order overhead of Contractor and all subcontractors exceeds ten percent (10%) maximum and total Change Order profit of Contractor and all subcontractors exceed five percent (5%) maximum.

12.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Arranger or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

The contractor shall promptly and before the following conditions are disturbed, notify the Construction Manager in writing of any:

1. Material that was not previously identified in the Construction Manual and that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Construction Manager shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Arranger and the Contractor over whether or not the conditions materially differ, or involve hazardous waste not previously identified, or cause a decrease of increase in the Contractor's cost of, or time required for, performance of any part of work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Price and/or Contract Quantities, the Contractor shall give the Construction Manager written notice thereof within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Arranger and the Contractor cannot agree on the amount of the adjustment in the Contract Price and/or Contract Quantities, it shall be determined by the Construction Manager. Any change in the Contract Price and/or Contract Quantity resulting from such claim shall be authorized by Change Order. The expense or responsibility for any change or damage incurred or caused by Contractor for additional work performed without an authorized Change Order shall rest entirely with the Contractor.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.1.9, (2) any order by the Arranger to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or any such order by the Construction Manager as the Arranger's representative, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) delay in payment by the Arranger, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

The Construction Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Price and/or Contract Quantity or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the Construction Manager, and shall be binding on the Arranger and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Construction Manager, or to requirements specifically expressed in the Contract Documents, it must be uncovered for Arranger's and/or Construction Manager's observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Construction Manager has not specifically requested to observe prior to its being covered, either may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Arranger. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Arranger or a separate contractor as provided in Article 6, in which event the Arranger shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Construction Manager as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion of the Project and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Construction Manager's additional services made necessary thereby.

13.2.2 If, within one year after the Arranger's recordation of the Notice of Completion of the Work, or within one year after acceptance by the Arranger of designated equipment, or within such longer period of time as may be prescribed by law or by the terms

of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Arranger to do so unless the Arranger has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The Arranger shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or nonconforming and which have not been corrected under Paragraph 4.5 or Subparagraphs 13.2.1 and 13.2.2, unless removal is waived by the Arranger.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Paragraph 4.5 or Subparagraphs 13.2.1 and 13.2.2, the Arranger may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice issued by the Construction Manager, the Arranger may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Arranger may, upon ten (10) additional days' written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Construction Manager's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Arranger.

13.2.6 The Contractor shall bear the cost of making good all work of the Arranger or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time periods noted in Subparagraph 13.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to

be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.2.8 Where special warranties are required under various sections of the Specifications, they are to be considered a part of the Contract and shall be subject to the terms of this Article for the time stated in the special warranties.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

If the Arranger prefers to accept defective or non-conforming Work, the Arranger may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Price where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Arranger the Construction Manager, terminate the Contract and recover from the Arranger payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages; provided, however, that Arranger may, in Arranger's sole discretion, within seven (7) days after receipt of such written notice of termination of the Contract, declare its election to maintain the Contract in full force and effect; and provided, further, that if Arranger exercises said option Arranger shall compensate Contractor, in an amount to be agreed upon by the parties for the fair and reasonable value, including Contractor's reasonable overhead and profit, of maintaining said Contract in full force and effect.

14.2 TERMINATION FOR DEFAULT

14.2.1 If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Arranger, after consultation with the Construction Manager that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Arranger may have, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Arranger may deem expedient.

14.2.2 If the costs of finishing the Work, including compensation for Construction Manager's additional services made necessary by the Contractor's default, exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Arranger. The amount to be paid to the Arranger shall be certified by the Construction Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

14.3 TERMINATION FOR CONVENIENCE

The performance of the Work may be terminated by the Arranger in accordance with this clause in whole, or from time to time in part, whenever the Arranger shall determine that such termination is in the best interests of the Arranger. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Arranger, the Contractor shall:

(a) stop work under the Contract on the date to the extent specified in the notice of termination;

(b) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of the portion of the Work terminated by the notice of termination;

(d) assign to the Arranger in the manner, at the times and to the extent directed by the Arranger, all of the right, title, and interest of the Contractor under the orders and subcontractors so terminated, in which case the Arranger shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Arranger, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the owner and deliver in the manner, at the times, and to the extent, if any, directed by the Arranger the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the portion of the Work terminated, and the completed or partially completed Plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Arranger;

(f) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Arranger, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Arranger, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Arranger to the cost of the work covered by this contract or paid in such other manner as the Arranger may direct; and

(g) complete performance of such part of the Work as shall not have been terminated by the notice of termination and take such action as may be necessary, or as the Arranger may

direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Arranger has or may acquire an interest.

DATED: October __, 1991

CONTRACTOR

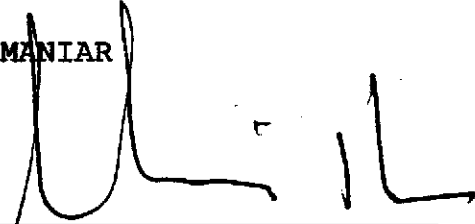
SCRIVNER ENVIRONMENTAL
SERVICES

By: _____
Mr. Chris Hess
Vice President

DATED: October __, 1991

ARRANGER

DINESH MANIAR

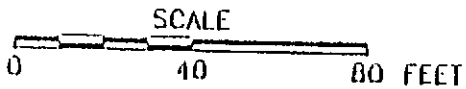
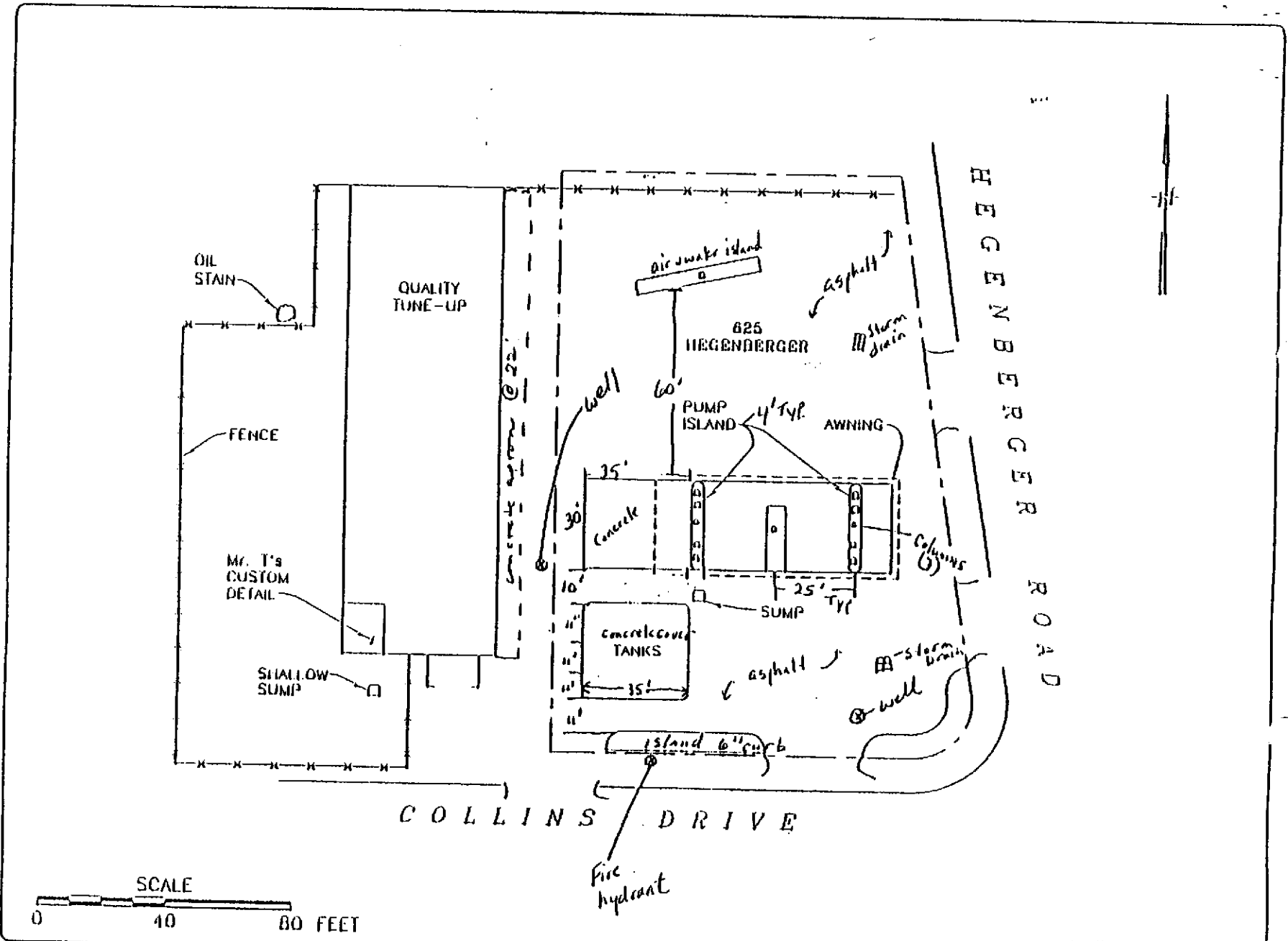
By: _____

Dinesh Maniar

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11. State Of California Water Quality Rule 40 - Organic Compounds
12. Health and Safety Plan dated July 10, 1991

SITE PLAN



USE REFERENCE.
SUBSURFACE CONSULTANTS, INC. 5/3/90

Environmental
Health Consultants, Inc.

PREPARED FOR
DINESH MANIAR

SITE PLAN
COLLINS & HEGENBERGER - OAKLAND, CA.

FIGURE
1
PROJECT
913201

CONSTRUCTION SPECIFICATIONS
UNDERGROUND TANK REMOVAL
625 HEGENBERGER ROAD
OAKLAND, CALIFORNIA

1. Contractor shall comply with all applicable federal, state, county and local regulations regarding construction, health and safety, and environmental requirements related to this project.
2. Contractor shall be subject to the direction of Owner and its consultant, Environmental Health Consultants, Inc., and shall comply with the Site Health and Safety Plan written for the project.
3. Contractor shall remove three underground gasoline tanks and one vertical sump containing waste oil.
4. All tank and sump contents must be removed and transported by a licensed hazardous waste hauler, and disposed at a permitted treatment/storage/disposal (TSD) facility.
5. All tanks, associated piping and the vertical sump must be transported and disposed as hazardous waste. Transportation shall be by a licensed hauler and disposal shall be at a permitted TSD facility.
6. Contractor shall flush all accessible piping with water, into the tanks, prior to removal of the piping. Any accessible piping must be removed. Any non-accessible piping must be plugged.
7. Contractor shall make all arrangements for pumping and disposal of liquids, and transportation and disposal of all tanks, sump, piping, demolished concrete and associated structures designated by Owner for removal.
8. All soil shall be stockpiled in locations designated by Owner or Consultant. Stockpiled locations shall provide for drainage of free liquids back into the tank excavation. NO LIQUIDS SHALL BE ALLOWED TO DRAIN TO THE STORM SEWER. Contractor shall protect any storm drains present in the stockpile area to prevent drainage of liquids from stockpiled soils into the storm drains.
9. All backfill materials used to fill excavated areas shall be clean fill material from a verifiable source.
10. Contractor shall provide all facilities and utilities necessary to complete the work. Such items shall include decontamination and dust suppression water, portable toilet facilities and power generation equipment. Existing site utilities shall not be available for use during construction activities.

11. All stockpiled soils must be underlaid and covered with visqueen, and bermed to prevent migration of soils and infiltration of rainwater. The plastic covering the piles shall be fully secured to prevent wind removal or tearing of the plastic.
12. Contractor shall remove and dispose all fuel dispensers, associated concrete islands, retail building and aluminum overhang.
13. Contractor shall remove all concrete slab associated with the dispenser islands and the tanks.
14. If piping is determined to be associated with the vertical sump, Owner or Consultant shall specify excavation and/or cutoff and grouting of such piping, in accordance with Alameda County requirements.
15. All of the tanks shall be inerted with dry ice subsequent to removal of free liquids from the tanks. Contractor shall test the atmosphere of each tank using an explosion proof combustible gas meter which shall be calibrated immediately prior to testing of the tank.
16. Contractor shall remove and dispose the air and water island located immediately north of the fuel islands.
17. Contractor shall provide for profiling of all tank and sump contents prior to removal and disposal. Owner or Consultant shall provide copies of analytical reports for these materials.
18. During removal of the tanks and sump, Contractor shall remove only that quantity of soil necessary to release the containers. Subsequent soil removal shall proceed as directed by Consultant.
19. The tank and sump excavation area will be backfilled with uniform rock (nominal 3/4 inch) to the water table and Class II 3/4 inch base rock, to grade. Base rock shall be placed in 6 - 8 inch lifts, and compacted with at least four passes of a piece of compaction equipment approved by Consultant.

Contractor shall restore all excavated areas to grade consistent with adjacent pavement sections. Surface grade shall be finished in asphalt.
20. Any damage to the concrete apron in front of Quality Tune-up must be restored to prior dimensions. All concrete curb adjacent to the tank excavation must be restored to its prior configuration.
21. The entire work area including stockpiles shall be fenced to prevent unauthorized access.

22. Contractor shall notify Underground Service Alert prior to any excavation at the site. In addition, Contractor shall assure adequate protection of all buried utilities and shall employ a locating service to assist in locating all site utilities.
23. Contractor shall provide a steam cleaner/pressure washer for decontamination of construction and sampling equipment.
24. Contractor shall provide copies of its current CAL-OSHA excavation permit, training and medical monitoring documentation, insurance certificates, and Contractor's license (including hazardous materials certificate) prior to the start of the project.
25. Contractor shall provide all necessary protective equipment for employee safety, and shall provide all necessary materials for personnel and equipment decontamination.
26. Contractor shall obtain any applicable City permits and demolition permits which may be necessary for the project.

GENERAL CONDITIONS OF THE CONTRACT

ARRANGER

DINESH MANIAR

CONTRACTOR

SCRIVNER ENVIRONMENTAL SERVICES, INC.

Dated: October 30, 1991

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CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Arranger-Contractor Agreement ("Agreement") including all documents set forth in Exhibit B that Agreement, the General Conditions of the Contract, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Construction Manager pursuant to Subparagraph 2.1.9, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement or Invitation to Bid or any other documents unless specifically enumerated in Exhibit B to the Arranger-Contract Agreement.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect and the Contractor, between the Construction Manager and the Contractor or between the Architect and the Construction Manager, but the Architect and the Construction Manager shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Arranger, the Construction Manager or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required of the Contractor by the Contract Documents, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project, as defined in the Arranger-Contractor Agreement, is the total construction of which the Work performed under the Contract Documents is a part.

1.1.5 THE ARRANGER

The Arranger of the Project ("Arranger" or "Agency") is Dinesh Maniar.

1.1.6 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.7 THE CONSTRUCTION MANAGER

The Construction Manager ("Construction Manager") is Environmental Health Consultants and its designated representatives or such other construction manager as may be designated by the Arranger.

1.1.8 THE SITE

The Site ("Site") is the property depicted on Exhibit A to the Agreement.

1.1.9 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.10 THE CONSTRUCTION MANUAL

The Construction Manual ("Construction Manual") includes all bidding documents and contract documents.

1.1.11 [THIS SPACE INTENTIONALLY LEFT BLANK]

1.1.12 NOTICE TO PROCEED

The Notice to Proceed ("Notice to Proceed") is the written notice given by the Arranger to the Contractor with a copy to the Construction Manager fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.1.13 EQUAL OR APPROVED EQUAL

The terms "equal" or "approved equal" shall mean Substitutions approved by the Architect.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Agreement shall be signed in not less than duplicate by the Arranger and the Contractor.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, reviewed the Contract Documents, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. All work that is consistent with the Contract Documents and is reasonably inferable therefrom as being necessary to produce the intended results is required. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 The intent of the Contract Documents is to prescribe the details for construction and completion of the Work in accordance with the terms of the Contract. Where Contract Documents describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

1.2.6 Any discrepancies between Contract Documents and conditions of the Site, or in the layout given by stakes, points or instructions, discovered by the Contractor shall be promptly brought to the attention of the Construction Manager by written notice. Work done after such discovery, until authorized by the Construction Manager, will be done at the Contractor's risk.

1.2.7 In general, Specifications indicate qualities of materials and workmanship and Drawings indicate dimensions, locations, quantities and details of construction. Quantities indicated are estimates only. Figured dimensions take precedence over scaled measurements. Detailed Drawings and Specifications take precedence over general Drawings and Specifications. Supplementary details and instructions, approved revisions of later date, and addenda take precedence over original documents, information, and earlier addenda. In the event of ambiguity in quantity or in quality, the greater quantity and the better quality shall govern. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

1.3 OWNERSHIP AND USE OF DOCUMENTS

All Drawings, Specifications and copies furnished by the Construction Manager are and shall remain the property of the Arranger. They are to be used only with respect to the Work and are not to be used in any other project. With the exception of the contract set for each party to the Contract such documents are to

be returned or suitably accounted for to the Arranger on request at the completion of the Work.

ARTICLE 2

ADMINISTRATION OF THE CONTRACT

2.1 ADMINISTRATION OF THE CONTRACT

2.1.1 The Construction Manager will administer the Contract as hereinafter described.

2.1.2 The Construction Manager will be the Arranger's representative during construction and until final payment to all contractors is approved. The Construction Manager will advise and consult with the Arranger. All instructions to the Contractor, and all communications from the Contractor to the Arranger shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the Arranger only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with Subparagraph 2.1.17.

2.1.3 The Construction Manager will determine in general that the Work of the Contractor is being performed in accordance with the Contract Documents and will endeavor to guard the Arranger against defects and deficiencies in the Work of the Contractor.

2.1.4 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.5 Except as provided elsewhere in the Contract Documents, neither the Arranger nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the Architect nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Contractor, with due diligence shall provide competent quality assurance and inspection of all phases of the Work prior to a formal request by the Contractor to have the Construction Manager review the Work for completion.

2.1.6 The Arranger and the Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities and/or equipment for such access so that the Arranger and the Construction Manager may perform their functions under the Contract Documents.

2.1.7 The Construction Manager will review and approve the Contractor's Progress Schedules and will keep the Contractor informed of the Arranger's Construction Schedule.

2.1.8 The Construction Manager will review and approve all Applications for Payment by the Contractor, including final payment. Based upon its observations of the Work, the Construction Manager will confirm the amount owing to the Contractor and will issue a Certificate for Payment incorporating such amount, as provided in Paragraph 9.4.

2.1.9 Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the Arranger, any Work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to Arranger.

2.1.10 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.11 The Construction Manager will have authority to reject work which does not conform to the Contract Documents, and to require special inspection or testing, but will take such action only after consultation with the Arranger. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Construction Manager will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, the Construction Manager's authority to act under this Subparagraph 2.1.11, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.1.12 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.13 [THIS SPACE INTENTIONALLY LEFT BLANK]

2.1.14 Following consultation with the Arranger, the Construction Manager will take appropriate action on Change orders in accordance with Article 12, and will have authority to issue minor changes in the Work as provided in Paragraph 12.4.

2.1.15 The Construction Manager will maintain at the Project Site one record copy of all Contracts, Drawings, Specifications, Addenda, Change Orders and other Modifications pertaining to the

Project, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to the Arranger upon completion of the Project.

2.1.16 The Construction Manager will conduct inspections to determine the dates of Substantial Completion of the Work and Final Completion of the Work, and will receive and forward to the Arranger for the Arranger's review written warranties and related documents required by the Contract and assembled by the Contractor. The Construction Manager will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.10.

2.1.17 The duties, responsibilities and limitations of authority of the Construction Manager as the Arranger's representative during construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the Arranger.

2.1.18 In case of the termination of the employment of the Construction Manager, the Arranger shall appoint a construction manager whose status under the Contract Documents shall be that of the former construction manager.

2.2 CONFERENCES

At any time during progress of the Work, the Arranger shall have authority to require the Contractor and any subcontractors to attend a job-site conference. Any notice of such conference shall be duly observed and complied with by the Contractor and Subcontractors. These conferences may be held on a weekly basis.

ARTICLE 3

ARRANGER

3.1 DEFINITION

The Arranger is the person or entity identified as such in the Arranger-Contractor Agreement and in Paragraph 1.1.5 above. The term Arranger means the Arranger or the Arranger's authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE ARRANGER

3.2.1 The Arranger shall make available to Contractor, as necessary, all surveys and documents, in the Arranger's possession, relied upon in the Contract Documents to describe the physical characteristics, legal limitations and utility locations for the Site of the Project.

3.2.2 Contractor will be furnished free of charge the two (2) copies of the Plans, Specifications, Contracts and Exhibit "B" Documents for execution of the Work.

3.2.3 The foregoing are in addition to other duties and responsibilities of the Arranger enumerated herein and especially those in respect to Work By Arranger or By Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11, respectively.

3.3 ARRANGER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work as required by Paragraph 13.2, or fails to carry out the Work in accordance with the Contract Documents, the Arranger, by a written order signed personally or by an agent specifically so empowered by the Arranger in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Arranger to stop the Work shall not give rise to any duty on the part of the Arranger to exercise this right for the benefit of the Contractor or any other person or entity.

3.4 ARRANGER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within seven (7) days after receipt of written notice from the Arranger to commence and continue correction of such default or neglect with diligence and promptness, the Arranger may, and without prejudice to any other remedy the Arranger may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor any and all costs of correcting such deficiencies, including but not limited to, compensation for the Construction Manager's additional services made necessary by such default, neglect or failure. Such action by the Arranger and the amount charged to the Contractor shall be based on the recommendation of the Construction Manager. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Arranger.

3.5 ARRANGER'S RIGHT TO USE OR POSSESS

3.5.1 The Arranger reserves the right, prior to Substantial Completion, to possess, or use, any completed part or parts of the Work. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the Arranger to the Contractor or in any way prejudice the Arranger's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only

when all the Work contracted has been duly and properly performed and accepted by the Arranger.

3.5.2 In exercising the right to possess or use completed parts of the Work prior to the Substantial Completion thereof, the Arranger shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Sum, nor materially delay the completion of the Contract, without extending the time for completion.

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Arranger-Contractor Agreement. The term "Contractor" means the Contractor or the Contractor's authorized representative.

4.1.2 The Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters and other articles of communication.

4.1.3 Before submitting bids, contractors and subcontractors shall be properly licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code.

4.2 REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall at once report in writing to the Arranger any error, inconsistency, omission or lack of coordination that may be discovered. The Contractor shall not be liable to the Arranger or the Construction Manager for any damage resulting from any such errors, inconsistencies or omissions or lack of coordination in the Contract Documents, unless the Contractor recognized such error, inconsistency or omission and failed to report it to the Arranger. The Contractor shall perform no portion of the Work at any time without executed Contract Documents.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and shall coordinate all portions of the Work under the Contract, including the relations of the various trades to the progress of the Work, and other contractors who may be working at the Project site pursuant to other prime contracts,

subject to the overall review of the Construction Manager and in accordance with the provisions of the Contract Documents.

4.3.2 The Contractor shall be responsible to the Arranger for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Construction Manager or the Architect in their administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.3.4 Nothing in the Contract Documents shall be interpreted to make the Contractor an agent of the Arranger.

4.4 LABOR, MATERIALS & EQUIPMENT

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among the Contractor's employees, including, but not limited to, appropriate public behavior and decorum, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them.

4.4.3 Each machine or unit of equipment shall be operated by an experienced operator skilled in handling the particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

4.4.4 Equipment not suitable to produce the quality of work required will not be permitted to operate on the Project. The Contractor shall provide adequate and suitable equipment to meet the above requirements and, when ordered by the Arranger, shall remove unsuitable equipment from the Work.

4.4.5 All vehicles used to haul materials over existing traveled ways shall be equipped with pneumatic tires and legal wheel loads.

4.4.6 The Contractor shall use only such equipment on the work and in such state of repair, that the emission of sound therefrom

is within the noise tolerant level of that equipment, as established by accepted standards of the industry.

4.4.7 Should the Arranger determine that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry is exceeded, such equipment shall not, after such determination by the Arranger, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

4.4.8 The mention of any specific duty or liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this Contract. Such references to specific duties and liabilities are made for the purpose of explanation.

4.5 WARRANTY

The Contractor warrants to the Arranger that all materials and equipment furnished under this Contract will be of good quality and free from faults and defects unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Construction Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Contractor shall obtain and pay for all permits, governmental fees, and licenses specified herein. The Contractor and subcontractors shall be required to obtain and pay for all municipal permit and inspection fees and for all construction permits and inspection fees. The Contractor shall obtain and pay for permits from the City of Oakland, the County of Alameda and the California Department of Transportation for use of portions of streets adjacent to the Site as necessary for Contractor's operations, as well as any other permits, fees and licenses.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes and regulations in any respect, the Contractor shall promptly notify the Construction Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Construction Manager, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.7.5 The Contractor shall send proper notices, make all necessary arrangements, and perform all other services required in the care and maintenance of public utilities which are within his influence and under his direction. The Contractor shall assume all responsibility concerning the same for which the Arranger may be liable, except for undisclosed utilities.

4.7.6 The Contractor shall pay all fees for required work to be performed on site utilities and services. These fees shall be included in the Contract sum.

4.8 [THIS SPACE INTENTIONALLY LEFT BLANK]

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4.8.2 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.9 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.10 POLLUTION CONTROL

The Contractor shall not, in connection with the Work, discharge any smoke, dust or other contaminants into the atmosphere or discharge any fluids or materials into any lake, river, stream, or channel as will violate any federal, state or local laws or regulations of any legally constituted authority.

4.11 SUPERINTENDENT

4.11.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each

case. Contractor shall supply the name of the Superintendent within five (5) days after the issuance of the Notice to Proceed.

4.11.2 The Construction Manager shall be supplied at all times with the names and telephone numbers of at least two persons in charge of or responsible for the Work, who can be reached for emergency work 24-hours a day, seven days a week.

4.11.3 Where the Contractor is comprised of two or more persons, co-partnerships or corporations, functioning on a joint venture basis, Contractor shall designate in writing to the Construction Manager the name of their authorized representative who will have supreme authority to direct the Work and to whom communications and directives will be given by the Construction Manager to be received and obeyed by the Contractor.

4.12 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, following issuance of the Notice to Proceed, shall prepare and submit for the Construction Manager's approval a Contractor's Construction Schedule for the Work which shall provide for expeditious and practicable execution of the Work. Contractor's Construction Schedule shall be updated weekly.

4.13 DOCUMENTS AT THE SITE

The Contractor shall maintain at the Site, on a current basis, one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction. These shall be available to the Construction Manager. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction. All record drawings and documents shall be current to include all charges and classifications on a weekly basis for review by the Construction Manager and Arranger. Billing will include a certification by the Contractor that the drawings and documents record are current as a part of the complete monthly billing.

4.14 [THIS SPACE INTENTIONALLY LEFT BLANK]

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4.15 USE OF SITE

4.15.1 The Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the Site with any materials or equipment. The Contractor shall provide adequate protection of all Work until final completion and acceptance. The Contractor shall take particular precautions to protect all existing items of work to remain; existing buildings and structures; underground piping and other facilities. All damaged or disturbed items shall be replaced at the expense of Contractor prior to acceptance.

4.15.2 The Contractor shall coordinate all of the Contractor's operations with, and secure approval from, the Construction Manager before using any portion of the Site. This Project may be one of several construction projects in the immediate area, including the Site. Contract work for other construction within and adjacent to the right-of-way may be in progress during the working period for this Contract. Progress schedules for such other work when available, should be inspected by the Contractor. No guarantee can be made by the Arranger that such other work will actually be performed as indicated by the schedules. The Arranger and Construction Manager will not be responsible for delay caused by the disagreement or any lack of cooperation between contractors. No additional compensation will be allowed for delay, inconvenience or interference to the Contractor's operations by reason of such other work.

4.15.3 Contractor agrees, at Arranger's election, to utilize any reserve gates set aside for use of Contractor, its suppliers and employees. Contractor agrees to perform its obligations under this Contract notwithstanding the presence of pickets at said reserve gate.

4.16 COMMUNICATIONS

The Contractor shall forward all communications to the Arranger through the Construction Manager except as otherwise provided in the Construction Documents.

4.17 [THIS SPACE INTENTIONALLY LEFT BLANK]

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall fully protect, indemnify, defend and hold harmless the Arranger, and all of the respective agents, employees, successors and assigns from and against any and all liability, claim or demand, arising out of or resulting from, either directly or indirectly, the performance by Contractor of its work under the Arranger-Contractor Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act, neglect, default or omission of the Contractor, any subcontractor, any of the Contractor's or subcontractors' suppliers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18. The Contractor at its own expense, and risk, shall defend all legal proceedings that may be brought against the Arranger, the City, the Architect, the Construction Manager, and their successors, assigns, officers and employees, on any such liability, claim or demand, and satisfy any resulting judgment that may be rendered against any of them.

4.18.2 In any and all claims against the Arranger or any of his agents, employees, successors or assigns by any employee of the Contractor, any subcontractor, any supplier of the Contractor or subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or any supplier of either of them under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Construction Manager, their agents or employees, 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 Construction Manager, their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

4.18.4 [THIS SPACE LEFT INTENTIONALLY LEFT BLANK]

4.19 ADDITIONAL PROVISIONS

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil. All such materials shall become the property of the Arranger upon being so attached or affixed.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or a subcontractor's authorized representative. The term subcontractor does not include any separate contractor or any separate contractor's subcontractors.

5.1.2 A subcontractor is a person or entity who has a direct or indirect contract with a subcontractor to perform any of the Work at the Site. The term subcontractor means a subcontractor or an authorized representative thereof.

5.2 AWARDS OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Contractor shall have submitted with execution of this Agreement for Arranger's approval, a list of all subcontractors whose work represents an excess of setting forth the name and location of the place of business of each such subcontractor and the portion of work which will be done by each such subcontractor. Before starting work under the Contract, a subcontractor must have been included in the list of subcontractors submitted by the Contractor. The Contractor shall not substitute any subcontractor in place of the subcontractors designated in such list except as permitted by the Arranger or permit any subcontract to be assigned, transferred, or performed by anyone other than the designated subcontractor.

5.2.2 [THIS SPACE INTENTIONALLY LEFT BLANK]

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the

obligations and responsibilities which the Contractor, by these Documents, assumes toward the Arranger and the Construction Manager. Said agreement shall preserve and protect the rights of the Arranger and the Construction Manager under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Arranger. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with their subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Paragraph 5.3, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such Documents available to their subcontractors.

5.3.2 The Contractor shall be fully responsible for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

5.3.3 When a portion of the Work subcontracted by the Contractor is not being performed in a manner satisfactory to the Arranger, the Arranger shall notify the Contractor and shall inform him of the deficiencies in the subcontractor's execution of the Work. If the subcontractor fails to correct such deficiencies within ten (10) days after Contractor's receipt of notification from the Arranger, the Contractor shall cause the subcontractor to be removed immediately from the Work.

5.3.4 Contractor agrees to bind in writing all subcontractors and materials suppliers to the terms of the General Conditions of the Contract for Construction and to the terms of the entire agreement between Arranger and Contractor.

5.3.5 Contractor shall require each subcontractor and materials supplier to agree in writing to utilize any reserve gate set aside, at Arranger's election, for use by said subcontractor, its suppliers and employees, or said materials supplier. Contractor shall require each subcontractor and materials supplier to agree in writing to perform its obligations under this Contract notwithstanding the presence of pickets at said reserve gate.

ARTICLE 6

WORK BY ARRANGER OR BY SEPARATE CONTRACTORS

6.1 ARRANGER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Arranger reserves the right to perform work related to the Project with the Arranger's own forces, and to award separate contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage or additional cost is involved because of such action by the Arranger, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the Site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Arranger-Contractor Agreement.

6.1.3 The Arranger will provide for the coordination of the work of the Arranger's own forces with the Work of the Contractor, who shall cooperate therewith.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Arranger, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Arranger or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Arranger's or separate contractor's work as fit and proper to receive the Work.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Arranger, or to other work or property on the Site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Arranger or Construction Manager on account of any delay or damage alleged to have been caused by the Contractor, the Arranger shall notify the Contractor who shall, at the Arranger's or Construction Manager's election, defend such proceedings at the Contractor's expense. If any judgment or award against the Arranger or Construction Manager arises from any such litigation proceeding, whether defended by Arranger, Construction Manager or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the Arranger and Construction Manager for all attorneys' fees and court costs which the Arranger and Construction Manager have incurred or for which they are liable.

6.3 ARRANGER'S RIGHT TO CLEAN UP

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste, rubbish, the Contractor's tools, construction machinery, equipment, surplus materials and other property. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the Arranger may clean up and charge the cost thereof to the contractors responsible therefor as the Construction Manager shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the State of California.

7.1.2 Rules of law shall prevail over any provision contained in any of the Contract Documents which may be in conflict thereto or inconsistent therewith and the remaining provisions of the Contract shall, nevertheless, remain in full force and effect.

7.1.3 The Contractor shall conform to and abide by all local, state and federal building, sanitary, health and safety laws, rules, and regulations, including all City of Oakland and County of

Alameda ordinances and regulations. To the best knowledge and belief of the parties, the Contract now contains no provision that is contrary to federal or state law or any ruling or any regulations of a federal or state agency. Should, however, any provisions of the Contract at any time during its term be in conflict with any such law, ruling or regulation, and such provisions of the Contract are thus held inoperative, the remaining provisions of the Contract shall, nevertheless, remain in full force and effect.

7.1.4 All Contractors and subcontractors employed upon the Work shall and will be required to conform to the provisions of the Labor Code of the State of California, and shall also comply with all rules, regulations and Labor Laws of the federal government and the various acts amendatory and supplementary thereto, and all other laws, ordinances and legal requirements.

7.1.5 Whenever the provisions of any section of the Specifications may conflict with any agreement or regulation of any kind in force among members of any trade association, union or council which regulates or distinguishes what work shall or shall not be included in the work of any particular trade, the Contractor must make all necessary arrangements to reconcile any such conflict without recourse to the Construction Manager or Arranger.

7.1.6 The Contractor shall protect, defend, indemnify and hold harmless the Arranger, his employees, agents, successors or assigns from any and all claims, demands, actions, loss and damage arising by reason of a breach of any of the provisions of this Article.

7.2 SUCCESSORS AND ASSIGNS

The Arranger and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by Federal Express, registered or certified mail to the last business address known to the party giving the notice.

7.4 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of the other party's employees, agents or others for whose acts such party is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 Within three (3) days of the execution of the Contract and prior to commencing any of the Work, the Contractor shall provide the Arranger with a \$500,000 Performance Bond and Labor and Material Payment Bond, using the bond forms provided by the Arranger or an Arranger approved similar bond. During the contract period bond amount(s) shall be increased for increased value of changes in the Work.

7.5.2 At the election of Arranger, Contractor shall provide, within ten (10) days of receipt of each progress payment and of the final payment, unconditional waivers and release of lien rights, signed by Contractor and each of its subcontractors and materials suppliers, in the form established therefor by Section 3262 of the Civil Code of the State of California.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the Arranger or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Construction Manager timely notice of its readiness so the Construction Manager may observe such inspection, testing or approval. The Construction Manager shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Arranger shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Construction Manager determines that any Work requires special inspection, testing or approval which Subparagraph 7.7.1 does not include, the Construction Manager will, upon written authorization from the Arranger, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. if such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Construction Manager's additional services made necessary by such failure; otherwise the Contractor shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Construction Manager for transmittal to the Arranger.

7.7.4 If the Construction Manager wishes to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the source of supply.

7.8 TRADE NAMES AND ALTERNATIVES

For convenience in designation on the Contract Documents, certain equipment, articles, materials, products, things, or services may be designated under a trade name or the name of a manufacturer and his catalog information, and be followed by the words 'or equal'. In such event, except in those instances where the product is designated to match others in use on a particular public improvement, either completed or in the course of completion, such equipment, articles, materials, products, things or services, shall also be designated under at least one (1) additional brand or trade name of comparable quality or utility. In cases involving a unique or novel product application required to be used in the public interest, or where only one (1) brand or trade name is known to the Arranger, only one (1) brand or trade name is listed. The use of alternative equipment or an article, material, product, thing or service which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the Arranger, in accordance with the following requirements: within ten (10) days after Notice to Proceed, or as necessary so as not to delay progress of the Work, the Contractor shall submit data substantiating any request for a substitution of 'an equal' item.

The burden of proof as to the comparative quality and suitability of alternative equipment or articles, materials, products, things, or services, shall be upon the Contractor and he shall furnish, at his own expense, all information necessary or related thereto as required by the Arranger. The Arranger shall be the sole judge as

to the comparative quality and suitability of alternative equipment, articles, materials, products, things or services, and its decision shall be final.

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7.10 PENALTY FOR COLLUSION

If, at any time, it is determined that the person, firm or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and his sureties shall be liable for loss or damage which the Arranger may suffer thereby, and the Arranger may advertise for new bids for said work.

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7.12 DIVISION OF INDUSTRIAL SAFETY PERMITS

7.12.1 The Contractor shall, before beginning any excavation or trench work, five (5) feet or more in depth, secure, in addition to any permits required from the City, a permit "to perform Excavation or Trench work", from the State of California, Division of Industrial Safety.

7.12.2 In order to receive a permit "to perform Excavation or Trench work", the Contractor must submit a detailed plan showing his proposed design for shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. If such plan varies from the shoring system standards established by the construction safety orders, the plan shall be prepared by a registered civil or structural engineer in the State of California. The Contractor shall also submit the detailed plan to the Arranger for approval.

7.12.3 The Contractor shall file a copy of the permit "to perform excavation or trench work", with the Arranger, at least five (5) days before the beginning of any excavation or trench work.

7.13 INSPECTION BY OTHER JURISDICTIONS

Whenever any part of the Work to be performed is under the jurisdiction or control or is to be paid for, in whole or in part, by another public subdivision entity or jurisdiction, including but not limited to: The City of Oakland, United States Government, State of California, County of Alameda such Work shall be subject to inspection by the proper officials of such entities or jurisdictions and it must pass inspection.

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ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is on the date specified on the Notice to Proceed issued by the Arranger.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so that the Arranger can occupy or utilize the Work or designated portion thereof for the use for which it was intended.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed in completing the Work by any act or neglect of the Arranger, the Construction Manager, any of their employees, any separate contractor employed by the Arranger, or by changes ordered in the Work, fire, unusual delay in transportation, adverse weather conditions as more fully set forth in Subparagraph 8.3.7 below, unavoidable casualties, any causes beyond the Contractor's control, or by any other cause which the Construction Manager determines may justify the delay, then the Contract Time may be extended by Change Order for such reasonable time as the Construction Manager may determine from a review of the critical path and the effect of the delay on the critical path. No extension of time shall be granted for delay to non-critical work.

8.3.2 Any claim for extension of time shall be made in writing to the Construction Manager not more than ten (10) days after the commencement of the delay, otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 The Contractor shall provide data showing the cause of the delay and the effect of the delay on the critical path Work. If the Contractor claims damages for any such delay, he shall notify the Construction Manager in writing not more than ten (10) days after the commencement of the delay, stating the cause of the delay and estimating the cost to the Contractor of the delay. The Contractor shall keep accurate records of all costs attributable to said delay including labor, material and other expenditures, field and home office overhead, indirect and consequential expenses, and said records shall be submitted to the Construction Manager with the Contractor's claim for damages resulting from the delay. The Contractor agrees that he shall not recover any damages for costs, losses, or consequential damages arising out of any claim not made in writing within ten (10) days after the commencement of the delay. Under no circumstance shall delays attributable to one or more of the following causes result in an adjustment to the Contract Sum or an increase in the Contractor's compensation: adverse weather conditions, labor disputes, Acts of God, fire, unavoidable casualty, or acts or neglect of the Contractor, its employees and suppliers, or any subcontractor and its employees or suppliers.

8.3.4 No claim for delay shall be allowed on account of failure to furnish interpretations as provided in Subparagraph 2.1.9 until twenty-one (21) days after the receipt of such request and not then unless such claim is reasonable.

8.3.5 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

8.3.6 No extension of time for completion or adjustments to the Contract Sum will be allowed for delays or suspensions caused by or contributed to by the fault or negligence of, or breach of the Contract Documents by the Contractor or anyone for whose acts the Contractor is responsible.

8.3.7 No extension of time will be allowed for delays due to adverse weather conditions, unless such conditions can be shown to be abnormally severe. The Construction Manager will decide that an extension of time is justified only if the actual weather encountered is materially more severe than the normal weather conditions over the previous ten years as evidenced by official weather bureau records. Notice of apparent delays due to weather shall be made in writing, but extensions of time will not be allowed until after the overall actual weather conditions during the construction period can be evaluated. The amount of any extension will be based upon actual delays to the Critical Path Work. No other compensation will be provided beyond time extension.

8.4 HOURS OF LABOR

8.4.1 Eight (8) hours of labor shall constitute a legal day's work, and the Contractor or any subcontractor shall not require or permit more than eight (8) hours of labor in any day nor more than forty (40) hours in any calendar week from any person employed in the performance of the Work of this Contract, except as permitted by the Labor Code of the State of California.

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ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Arranger-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Arranger to the Contractor for the performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Following the issuance of the Notice to Proceed, the Contractor shall submit to the Construction Manager its Cost-Loaded Progress Schedule. The Contractor's Cost-Loaded Progress Schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager may require. If the Cost-Loaded Progress Schedule is not favorably reviewed and

approved by the Construction Manager, a revised Cost-Loaded Progress on Schedule shall be submitted that is mutually acceptable to the Contractor and the Construction Manager. Progress Payments shall be made to the Contractor based on the Cost-Loaded Progress Schedule.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 The Contractor shall prepare an itemized Application for Payment based upon work completed by the close of the twentieth day of each month and shall submit said Application to the Construction Manager for its review and approval no later than the twenty-fifth day of each month. The Application for Payment shall be supported by such data substantiating the Contractor's right to payment as the Arranger or the Construction Manager may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Items and values of work included in the Application for Payment shall be as detailed in the Contractor's approved Cost Loaded CPM.

9.3.2 Until the Work is complete, Arranger will pay ninety percent (90%) of amounts due Contractor on account of progress payments. Retained percentages are for the sole protection and benefit of the Arranger, and no other person, firm or corporation shall be entitled to receive any part thereof. Sums withheld as retained percentages may be expended by the Arranger to correct or remedy any of the conditions described in subparagraph 9.7.1. Except for amounts applied by Arranger to correct or remedy any such conditions, the full contract retainage will be paid to Contractor at the time of final payment. Until the time of final payment, Arranger shall remain the legal and beneficial owner of all retained percentages.

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9.3.6 Unless otherwise provided in the Contract Documents, payments will be made on account of fabricated materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance by the Arranger, payments may similarly be made for fabricated materials or equipment suitably stored at some other location agreed upon in writing. Payments for fabricated materials or equipment stored on or off the Site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Arranger to establish the Arranger's title to such fabricated materials or equipment or otherwise protect the Arranger's interest, including applicable insurance and transportation to the Site for those materials and equipment stored

off the Site. Applications for payments shall be based upon that portion of the Contract Sum properly allocable to labor, fabricated materials and equipment either incorporated in the Work or suitably stored at the Site, up to five (5) days prior to the date on which the Application for Payment is submitted. Payments for fabricated materials and equipment stored off-site within fifty (50) miles of the Project will be made, subject to Arranger's approval, if Contractor provides invoice, lien release, certificate of insurance covering stored materials, and stores material in an approved, bonded warehouse. Arranger and Arranger's representatives shall have the right of inspection of materials stored off-site.

9.3.7 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Arranger either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Construction Manager will, within ten (10) days after the receipt of a properly-prepared Application for Payment, review the Application for Payment and either forward the Application for Payment to the Arranger with a copy to the Contractor for such amounts as the Construction Manager determines are properly due, or notify the Arranger and Contractor in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.7.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Construction Manager to the Arranger that, based on the Construction Manager's observations at the Site and the data comprising the Application for Payment, the Work has progressed to the point indicated; that, to the best of the Construction Manager's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that the Contractor is entitled to payment in the amount certified.

9.5 PAYMENTS FOR MOBILIZATION

9.5.1 Payments for mobilization shall be made in accordance with this subparagraph. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, utilities and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the site.

9.5.2 Mobilization will be paid pursuant to Section 9.4.1. When the Contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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9.6 PROGRESS PAYMENTS

9.6.1 After the Construction Manager has issued a Certificate for Payment, the Arranger shall make payment to the Contractor.

9.6.2 The Contractor shall promptly pay each subcontractor upon receipt of payment from the Arranger, out of the amount paid to the Contractor on account of such subcontractor's Work, the amount to which said subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such subcontractor's Work. The Contractor shall, by an appropriate agreement with each subcontractor, require each subcontractor to make payments to their subcontractors in similar manner.

9.6.3 The Construction Manager may, on request and at the Construction Manager's discretion, furnish to any subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Construction Manager on account of Work done by such subcontractor.

9.6.4 Neither the Arranger nor the Construction Manager shall have any obligation to pay or to see to the payment of any monies to any subcontractor.

9.6.5 No certification of a progress payment, any progress payment, or any partial or entire use or occupancy of the Project by the Arranger, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.7 PAYMENTS WITHHELD

9.7.1 The Construction Manager, following consultation with the Arranger, may decline to approve payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Arranger, if, in the Construction Manager's opinion, the Construction Manager is unable to make representations to the Arranger that the quality of work is in accordance with the Contract Documents. If the Construction Manager is unable to make said representations to the Arranger and to certify payment in the amount of the Application, the Construction Manager will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Construction Manager cannot agree on a revised amount, the Construction Manager will promptly issue a Certificate for Payment for the amount for which the Construction Manager is able to make such representations to the Arranger. The Construction Manager may also decline to approve payment or, because of subsequently discovered evidence or subsequent observations, the Construction Manager may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary, in the Construction Manager's opinion, to protect the Arranger from loss because of:

1. defective Work not remedied;
2. third party claims filed or reasonable evidence indicating probable filing of such claims;
3. failure of the Contractor to make payments properly to subcontractors, or for labor, materials or equipment;
4. proof that the work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Arranger or another contractor;
6. proof that the work cannot be completed within the Contract Time;
7. persistent failure to carry out the Work in accordance with the Contract Documents;

8. failure to submit an original or an updated CPM Schedule in accordance with the Contract Documents;
9. failure to submit proper shop drawings.

9.7.2 When the grounds described in Subparagraph 9.7.1 above are removed, payment shall be made for amounts withheld because of them.

9.8 TIME OF PAYMENT

9.8.1 Arranger will make Progress Payments after receipt of Certificate for Payment within a time agreed upon prior to signing of Contract, or where no prior agreement is made, within thirty (30) days of receipt of an approved Application for Payment.

9.8.2 Arranger retains right to make partial payments or reduced payment during the period of any dispute and Contractor shall be obligated to continue all Work.

9.8.3 Arranger retains the right to pay all Certificates for Payment involving solely transportation of contaminated soil to an appropriate dump-site within two (2) business days of receipt of said Certificate for Payment. Upon Arranger's election to so pay the transportation costs, and actual payment within said two (2) business days, Contractor agrees to waive its customary 15% management charge related to said transportation costs.

9.9 SUBSTANTIAL COMPLETION

9.9.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Arranger, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for the Construction Manager a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Arranger and Construction Manager shall prepare a punchlist of items to be completed pursuant to the Contract Documents. When the Construction Manager determines that the Work or designated portion thereof is substantially complete, the Construction Manager will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the Arranger and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion of

the Work shall be submitted to the Arranger and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. If desired by Arranger, portions of the work, as completed, may be placed in service. The Contractor shall give proper access to the Work for this purpose. Such use and operation shall not constitute an acceptance of the Work or that portion placed in service. Nothing in this section shall be construed as relieving the Contractor from liability for defects due to faulty construction or from its responsibility to correct defective work or materials.

9.9.2 Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Construction Manager, the Arranger shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents. Retainage payments will be made concurrent with final payment.

9.9.3 Warranties required by the Contract Documents shall commence on the date of final acceptance by Arranger or from the Date of Substantial Completion of the Work or designated portion thereof, whichever is earlier, unless otherwise provided in the Certificate of Substantial Completion of the Work or designated portion thereof. Contractor shall obtain any manufacturer's extended warranties as are necessary to comply with this requirement.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Following the Construction Manager's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion or correction of the work in accordance with the requirements of the Certificate of Substantial Completion, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Construction Manager a final Application for Payment. Upon receipt, the Construction Manager will make the necessary evaluations and will promptly make such inspection. When the Construction Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager will issue a Certificate for Payment and the Construction Manager will approve the final payment due the Contractor. All prior partial estimates and payments shall be subject to correction and the final estimate and payment. No payment shall be construed to be an approval or acceptance of any defect in work or improper materials.

9.10.2 Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Construction Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Arranger or the Arranger's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Arranger, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Arranger. If any subcontractor refuses to furnish a release or waiver required by the Arranger, the Contractor may furnish a bond satisfactory to the Arranger to indemnify the Arranger against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Arranger all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Except for those claims previously, made by the Contractor in writing and identified by the Contractor as unsettled at the time of final Application for Payment, acceptance by the Contractor of final payment shall be and shall operate as a release to Arranger, its successors, assigns, officers and employees of and from any and all other claims, demands, causes of action, obligations, damages or liabilities, whether or not known or suspected, which Contractor ever had or claims to have had as of or prior to the acceptance of final payment arising directly or indirectly out of, or in any way connected with any of the transactions, series of transactions or matters in connection with the Work and every act and neglect of the Arranger, its officers, employees, successors and assigns relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract for the Contractor's bond for faithful performance and Contractor's payment bond.

9.10.4 All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment prior to the Date of Substantial Completion of the Work.

9.10.5 Final payment shall be made to Contractor no earlier than thirty (30) days after acceptance of the Work by the Arranger, which acceptance shall be evidenced by the recordation of a Notice of Completion of the work in the Office of the County Recorder. However, the Arranger may accept Completion of the Contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the Construction Manager and the Arranger, except for minor corrective items, as distinguished from incomplete items. If the Contractor fails to correct all such items prior to the expiration of the thirty (30) day period, immediately following acceptance of completion, the

Arranger shall withhold from the final payment an amount equal to twice the estimated cost of correction of all such items until the last of the items have been corrected. At the end of the thirty (30) day period, if there are items remaining to be corrected, the Arranger may request the Contractor in writing to make immediate correction of said items; and if the Contractor fails to make such correction within ten (10) days of the date of the written notice, the Arranger may make the correction and deduct the costs from the amount withheld therefore.

9.11 LIQUIDATED DAMAGES

9.11.1 Due to the impracticability and extreme difficulty of determining the actual damage to the Arranger for loss of use of the Work if the Work is not Substantially Completed on the date set forth in the Contract, plus any approved extensions of time, Contractor shall be liable for and shall pay to Arranger as liquidated damages the amount of One Thousand Dollars (\$1,000.00) per day for each calendar day of delay beyond the Substantial Completion Date. The payment of liquidated damages shall not relieve the Contractor or its Surety from any other obligations under this Contract. Contractor agrees to pay said liquidated damages and in case the same are not paid, agrees that the Arranger may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract. If time extensions are required due to the fault of the Contractor, the Arranger shall further have the right to charge the Contractor and to deduct from the final payment for the work, the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrued during the period of such extension.

9.11.2 The Date for Substantial Completion of the Work shall not be extended except in accordance with the provisions of Paragraph 8.3 above ("Delays and Extensions of Time"). Notwithstanding anything to the contrary contained in said Paragraph 8.3, as a condition to any entitlement of Contractor to an extension of the Date for Substantial Completion or for any other claim of delay, Contractor shall deliver to Arranger and Construction Manager a written notice of the circumstances justifying his claim for delay, stating the nature thereof, as soon as practicable, but in no event more than ten (10) days following the commencement of the event giving rise to such claim. Failure to deliver any such notice or request within the required period shall constitute an irrevocable waiver of any extension of the scheduled completion date, or any other claim for delay, by reason of the cause in respect of which such notice was required. In the case of a continuing cause of delay of a particular nature, Contractor shall be required to give one such notice with respect thereto.

9.11.3 In the event that a suspension of the Work is ordered by the Arranger due to failure on the part of the Contractor to perform any provision of the Contract, the days on which the suspension of the Work is in effect shall be considered calendar days and the time of Substantial Completion shall not be extended and the Contractor shall not be relieved of any claim for liquidated damages, engineering or inspection charges or any other charges which the Arranger may have.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor is warned that the Work herein involves the handling, remediation and removal from the Site of hazardous substances known to pose serious personal health and other related dangers. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Reference is called to the Health and Safety Plan governing the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damages, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody or control of the Contractor or any of the Contractor's subcontractors or subcontractors;
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities most designated for removal, relocation or replacement in the course of construction; and
4. the work of the Arranger or other separate contractors.

Contractor shall take all reasonable precautions to protect the work from vandalism or other abuse.

Contractor, not Arranger or Construction Manager, shall remain fully responsible for the disposition and the exposure to persons of materials, whether or not hazardous. Contractor remains fully responsible for the handling of and the removal of products and systems and shall take necessary measures to protect employees, subcontractors, general public, design consultants and others. If temporary removal is required of any of the items referred in Subparagraph 10.2.1.3 above, or if damage occurs thereto, the Contractor shall restore or replace same at his own expense. Items replaced shall be of the same kind, quality and size.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Arrangers and users of adjacent utilities.

10.2.4 When the use or storage of explosive or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel within the guidelines of all appropriate state, federal and local regulatory agencies.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any subcontractor, any subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible under Subparagraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Arranger the Construction Manager or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 4.18.

10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Arranger and the Construction Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.8 The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of Work than he can prosecute properly with due regard to the rights of the public. Unless otherwise provided elsewhere in the Contract Documents, all traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Spillage resulting from hauling operations along or across the traveled way shall be removed immediately at the Contractor's expense.

10.2.8.1 Existing traffic signal and right-of-way lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work, and City forces may continue routine maintenance of existing systems.

10.2.8.2 Convenience of abutting owners along the right-of-way shall be provided for as far as practicable. Convenient access to driveways, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting right-of-ways shall be provided and kept in good condition. When the abutting property Arranger's access across the right-of-way line is to be eliminated, or to be replaced under the contract or by other access facilities, the existing access shall not be closed until the replacement facilities have been completed.

10.2.8.3 In order to expedite the passage of public traffic through or around the Work or where ordered by the Arranger, the Contractor shall install signs, lights, flares, barricades and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Arranger, he shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work.

10.2.8.4 The Contractor shall be required to pay the cost of replacing or repairing all facilities installed for the convenience of direction or warning of public traffic, that are lost or damaged by reason of his operations to such an extent as to require replacement or repair.

10.2.8.5 Except as otherwise provided elsewhere in the Contract Documents, full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made therefor.

10.2.8 It is the Contractor's responsibility to provide for the safety of the public during construction.

10.2.9.1 Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish at his own expense, and without cost to the Arranger, such flagpersons and guards as are necessary to give adequate warning to the public of any dangerous conditions to be encountered and he shall furnish, erect, and maintain such fences, barricades, lights, signs, and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

10.2.9.2 All traffic control signs, barricades, lights and other warning and safety devices shall conform to the current "Manual of Warning Signs, Lights, and Devices for Use in Performance of Work upon Highways," issued by the State of California Business and Transportation Agency, Department of Transportation.

10.2.9.3 Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures, as above provided, the Arranger may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed by the Contractor at his expense. Should the Arranger point out the inadequacy of warning devices and protective measures, such action on the part of the Arranger shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices and measures.

10.2.9.4 The installation of general right-of-way illumination shall not relieve the Contractor of his responsibility for furnishing and maintaining any of the protective facilities hereinbefore specified.

10.2.9.5 Should the Contractor fail to, be neglectful, or negligent in furnishing and/or maintaining warning and protective facilities as required herein, the Arranger may furnish and/or maintain such facilities and charge Contractor therefor by deducting the cost thereof from periodic progress payments due the Contractor as such costs are incurred by the Arranger.

10.2.9.6 In the event the Contractor does not provide such flagpersons and guards as are required by this section, the Arranger may request the City Police Department to do the job and the cost to the Arranger for providing flagpersons and guards shall be deducted from any periodic progress payments due the Contractor.

10.2.9.7 No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the right-of-way open for use by public traffic.

10.2.9.8 Full compensation for conforming to all of the provisions of this Section shall be considered as included in the prices paid for the various contract items of Work and no additional allowance will be made therefor.

10.2.10 Due care shall be exercised to avoid injury to existing right-of-way improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed.

10.2.10.1 Roadside trees and shrubbery that are not to be removed and pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines under or above ground, sewer and water lines, all right-of-way facilities, and any other improvements or facilities within or adjacent to the Work, shall be protected from injury or damage, and if ordered by the Arranger, the Contractor shall provide and install suitable safeguards, approved by the Arranger, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as when the Contractor entered upon the Work, or as good as required by the Contract Documents, if any such objects are a part of the Work being performed under the Contract.

10.2.10.2 The Contractor shall examine all bridges, culverts and other structures on or near the Work, over which he will move his materials and equipment and before using them, he shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by reason of his operations.

10.2.10.3 The fact that any underground non-utility facility or any existing service lateral or appurtenances, wherever the presence of such lateral or appurtenances can be inferred from the presence of other visible facilities such as buildings, meter and junction boxes on or adjacent to the construction site, are not shown upon the Plans shall not relieve the Contractor of his responsibility under this Section. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements, except for unmarked existing main and truckline utility facilities, which may be subject to damage by reason of his operations.

10.2.10.4 Full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in protecting property as above specified, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be made therefor.

10.2.11 As between the Arranger and the Contractor, the Arranger shall assume responsibility for the timely removal, relocation or protection of existing main or mota utility facilities located on

the Site, unless such utility facilities are identified in the Plans and Specifications. The Contractor shall be compensated under the provisions of Article 12 for any costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delaying completion of the Project when such delay was caused by the failure of the Arranger or the Arranger of the utility to provide for removal or relocation of such utility facilities. If the Contractor, while performing the Work, discovers utility facilities not identified by the Arranger, the Contractor shall immediately notify the Arranger and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or to permit the Contractor to perform repairs or relocation work at a reasonable price.

10.3 EMERGENCIES

In any emergency affecting the safety of persons or property the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall immediately notify the Arranger in writing of such actions. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain, in a company or companies licensed to do business in California, insurance for protection from the claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.17.

11.1.4 Certificates of Insurance on AIA Document G705 (1978) or other Arranger-approved form, shall be submitted to the Construction Manager for transmittal to the Arranger prior to commencement of the Work. Contractor shall provide one copy of each required Certificate of Insurance for each copy of the Arranger-Contractor Agreement. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the Arranger. Contractor agrees to furnish promptly to Arranger copies of any endorsements issued after execution of the Contract amending Contractor's coverage or limits. Contractor further agrees that, upon receipt of any notice of cancellation or alteration, Contractor shall procure, within five (5) days, other policies of insurance similar in all respects to the policy or policies about to be canceled or altered. If Contractor fails to provide acceptable policies of insurance, Arranger may obtain such insurance at the cost and expense of Contractor.

11.1.5 Surety companies shall familiarize themselves with all of the conditions and provisions of this Contract, and they waive the right of special notification of any change or modification of this Contract or of decreased or increased work or of the cancellation of the Contract, or of any other acts by the Arranger or its authorized agents, under the terms of this Contract. Notwithstanding the provisions of any other contract or agreement,

the failure of any surety company or insurance company to receive notification of any of the aforesaid changes shall in no way relieve said surety company of its obligations under this Contract.

11.1.6 Notwithstanding any other provisions of the Contract Documents inconsistent with the provisions of this Subparagraph, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work caused by an Act or Acts of God occurring after the Contract for the Work is entered into. For the purpose of this Subparagraph, Acts of God shall include only earthquakes and tidal waves, when such occurrences or conditions and effects have been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States.

11.1.7 Contractor agrees to assist in every manner possible in the reporting and investigation of any accident and, upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for the resolution of any claim or lawsuit.

11.1.8 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's Proposal.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Comprehensive General Liability covering Broad Form Comprehensive General Liability naming Owner as an additional insured;
- b. Broad Form General Automobile Liability Insurance naming Owner as an additional insured;
- c. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a. Comprehensive General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- b. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$100,000 per accident.

11.1.9 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Arranger. At the option of the Arranger, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Arranger, the Redevelopment Agency, their officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the Arranger.

11.1.10 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Arranger, employees, agents and contractors are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Arranger, its, employees, agents and contractors.
- b. The Contractor's insurance coverage shall be primary insurance as respects the Arranger, his employees, agents and contractors. Any insurance or self-insurance maintained by the Arranger, his officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Arranger, his employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Arranger.

11.1.11 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers acceptable to the Arranger's Risk Manager.

11.1.12 VERIFICATION OF COVERAGE

Contractor shall furnish the Arranger with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of Insurance shall then be mailed to: Mr. Albert Wong, 400 Oyster Point Blvd., Ste. 415, South San Francisco, California 94080.

11.1.13 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

11.1.14 BAILEE DISCLAIMER

It is hereby understood and agreed that the Arranger in no way purports to be a bailee, and is therefore not responsible in any way for any damage to the property of others including, but not limited to, the property of Contractor, the Contractor's contractor, or their respective agents, employees and invitees.

11.2 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until completion of the contract and final acceptance of the Work by the Arranger, the Contractor shall have the charge and care of and shall bear the risk of injury, loss, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, or from any other cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except as otherwise expressly provided in subparagraph 11.1.6.

In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work as above specified and he shall also be responsible for all materials delivered to the Work or materials which have been furnished by the Arranger. If ordered by the Arranger, the Contractor shall at Contractor's own expense, properly store materials which have been furnished by the Arranger. Such storage by the Contractor shall be on behalf of the Arranger, and the Arranger shall at all times be entitled to the possession of such materials, and the Contractor shall promptly return the same to the site when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Arranger.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a signed written order to the Contractor showing the recommendation of the Construction Manager and the authorization of the Arranger, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Prices, Contract Quantities and/or the Contract Time. The Contract Prices, Contract Quantities and/or the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in the Contract Prices, Contract Quantities and/or the Contract Time. Adjustments of Contract Time, Work or Sum may be issued without notice to Sureties, and absence of such notice shall not relieve the Sureties of any responsibilities (See Subparagraph 11.1.5). No Change Order shall operate to authorize a time extension, unless such Change Order specifies such extension. If no time extension has been granted in such Change Order, Contractor agrees that in no event shall Contractor make any subsequent claim relating to the items covered by such Change Order.

12.1.2 The Arranger, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract and the Contract Time being adjusted accordingly. All such Prices, Contract Quantities changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A contract Change Order will not become effective until approved by the Arranger.

12.1.3 The cost or credit to the Arranger resulting from a change in the Work shall be determined by the Change Order.

Should the Contractor disagree with any terms or conditions set forth in an approved Change Order which Contractor has not executed, Contractor shall submit a written protest to the Construction Manager, with a copy to the Arranger, within ten (10) days after receipt of said approved Change Order. The protest shall state the points of disagreement, and if possible, the contract specification references, quantities, and costs involved. If a written protest is not submitted, payment will be made as set forth and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved Change Orders will be considered as executed Change Orders.

12.1.4 The Contractor, provided a written order signed by the Arranger is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager, if necessary, on the basis of the actual and reasonable expenditures and savings of those performing the Work attributable to the change, including in the case of an increase in the Contract Price or Contract Quantity, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Arranger or the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Material charges shall be substantiated by valid copies of vendor's invoices. Contractor shall keep full and complete records of the cost of such work and shall permit the Construction Manager and Arranger to have such access thereto as may be necessary to assist in the determination of the compensation payable for such work. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery, except that if Contractor does not furnish satisfactory evidence of the cost of such materials, it shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site; actual cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's: compensation insurance; bond premiums; actual rental value of equipment and machinery,

Health and Safety Plan
Tank Removal Activities
625 Hegenberger Road

DRAFT

Prepared for:

Dinesh Maniar

Prepared by:

Environmental Health Consultants, Inc.

July 10, 1991

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1.0 Introduction

This Health and Safety Plan covers the activities to be carried out during the excavation and removal of underground fuel storage tanks in Oakland, California. This plan is intended as a practical approach to the activities in light of the potential occupational and public health hazards. It is expected that site conditions may vary. This plan may be upgraded/downgraded at any time, as appropriate, in light of actual site conditions, at the discretion of the site health and safety officer.

This plan covers all contractors involved in the site activities. It serves as a minimum guideline for protective measures. Individual contractors may elect to implement more stringent measures for their own workers. Each contractor will provide health and safety equipment for its employees only. All other personnel are expected to provide equal or greater levels of protection for themselves.

All on-site personnel, regulatory agency personnel, and visitors are expected to be familiar with, and comply with the provisions of this plan.

2.0 Site Background

The underground storage tanks on site were used to store gasoline and possibly diesel fuel. Pipelines carried the fuel to and from the filling islands. In addition, a sump exists on site which contains waste oils. The current work plan calls for the cleaning, excavation, removal, and disposal of the tanks and sump, and the excavation of surrounding soils where leakage has occurred. The excavated areas will then be backfilled and repaved.

3.0 Key Personnel and Responsibilities

Contractor Project Supervisor - The on-site Project Supervisor is responsible for oversight of the site activities, including handling of hazardous materials. He is directly responsible for contractor personnel compliance with the health and safety plan.

Site Health and Safety Officer (HSO) - Mr. Jeff Lott, Environmental Health Consultants. The HSO is responsible for the overall management of and decision-making regarding the health and safety plan.

4.0 Job Hazard Analysis

4.1 Physical Hazards

The major physical hazards associated with the site are expected to include:

- a. Potential heat stress
- b. Construction equipment
- c. Noise
- d. Manual material handling/demolition
- e. Buried utilities/overhead power lines
- f. Open excavations/uneven terrain
- g. Fire/explosion
- h. Tank removals
- i. Confined space entry

Personnel working most directly with the activities, such as the laborers and technicians, will have the greatest chance of encountering these hazards, however all personnel on site will have the possibility of encountering them at one time or another.

4.1.1 Heat Stress

All on-site personnel must be familiar with the symptoms of heat stress conditions. Where site conditions warrant, the site health and safety officer will monitor for heat stress and implement work/rest regimens, if necessary. Potable water will be available on-site at all times.

4.1.2 Construction Equipment

Excavation equipment, cranes, and trucks will be used at the site. On-site personnel will be made aware of the presence of this equipment and the hazards of working around such equipment. All personnel operating such equipment will be made aware of the presence of other site personnel. Communication between workers on the ground and operators will be by line-of-sight, utilizing standard construction hand signals. Backup alarms and rollover protection will be utilized, as appropriate.

4.1.3 Noise

Work around heavy equipment always entails the possibility of excessive noise. Where excessive noise may be encountered, employees will be provided with hearing protection, such as E.A.R. earplugs or earmuffs.

4.1.4 Manual Material Handling/Demolition

Wherever possible, material handling will be done mechanically. Where manual handling is absolutely necessary, personnel will be instructed in safe handling techniques, and will be instructed to use the appropriate protective gear to prevent abrasions, cuts, and

struck-by accidents. Personnel working from a manlift, such as during the demolition/removal of awnings, will be instructed in safe work practices for manlifts. Lifelines and safety belts/harnesses will be utilized as appropriate. Areas where overhead hazards may exist from falling debris will be demarcated as such, and unauthorized persons will be kept out of such areas.

4.1.5 Buried Utilities/Overhead Power Lines

Excavation areas will be examined by a locator, and utilities will be protected during excavation activities. Protection from overhead power lines will be accomplished by maintenance of safe distances of at least 10 feet at all times.

4.1.6 Open Excavations/Uneven Terrain

All open excavations and ground openings will be protected from inadvertent entry. Any openings left open will be barricaded and/or covered to prevent entry by unauthorized personnel. Although most work in excavations deeper than four and one-half feet is expected to be accomplished mechanically, from outside the excavation, any excavations deeper than four and one-half feet into which personnel will be entering will be appropriately sloped, shored, and/or benched. All excavations will be maintained with adequate means of egress for personnel working within.

Any obviously uneven terrain which poses a tripping hazard will be filled in or otherwise protected to prevent injury. Likewise, cleared walkways will be established around any debris and equipment on the ground, in order to minimize any tripping/contact hazard.

4.1.7 Fire/Explosion

The potential for fire/explosion exists while working with flammable chemicals such as gasoline. Appropriate measures will be taken to reduce this risk through proper monitoring of the tanks before excavation, washing and inerting of tanks and pipelines, bonding of equipment to the tank, and through the maintenance on-site of adequate fire-fighting equipment, including a supply of ABC fire extinguishers.

4.1.8 Tank Removals

The actual tank removal presents a combination of physical hazards, such as entry into excavations, close work with heavy equipment such as backhoes or cranes to excavate and remove the tank, and the fire/explosion hazard from the potential combustion of materials remaining inside the tank. Protective measures for excavation work, work with heavy equipment, and proper tank monitoring and purging will be implemented. All tanks will be thoroughly tested for airborne combustibles and oxygen prior to the removal process.

4.1.9 Confined Space Entry

Entry into confined spaces is not expected to take place during the on-site activities. IF CONFINED SPACE ENTRY IS REQUIRED, APPROPRIATE CONFINED SPACE ENTRY PROCEDURES, INCLUDING MONITORING PROCEDURES, MUST BE IMPLEMENTED PRIOR TO ENTRY. Entry into any excavation must be evaluated for confined space conditions, i.e., oxygen deficiency, limited egress, etc. In addition, confined space entry must only be conducted with continuous on-site supervision by the HSO.

4.2 Chemical Hazards

A summary of the characteristics of the chemicals known to be found in the tanks and soils at the site is presented in Table 1. Chemical hazards may be encountered during any of the tank excavation and removal activities. During these operations, site personnel may be exposed to any or all of the chemicals noted in the table, with the exception of 1,1,1 TCA, which is found only in the sump. Exposure to these chemicals may occur through inhalation, ingestion, or direct skin contact. Such exposure is expected to be minimized through proper work practices, personal protective equipment in accordance with ambient air monitoring, and proper personal hygiene. The primary vehicle for these materials is transport on dust and volatilization. Dust and vapor control measures will be utilized as appropriate. The potential for exposure to the public exists during the activities, however control measures taken will minimize any such exposure.

5.0 Air Monitoring Plan

Ambient airborne organic vapor levels will be measured using a photo-ionizing detector (PID) such as the Photovac MicroTIP, or a flame-ionizing detector (FID) such as the Foxboro OVA. Organic vapor levels will be monitored regularly during all intrusive activities such as excavation and sump and tank removal.

Monitoring for combustible levels of vapors and for oxygen level will be performed prior to and continuously during all activities involving contact with the tanks and sump. These levels will be monitored using an instrument such as the Gastech combustible gas meter. The instruments must be calibrated daily to ensure accurate readings. Calibration procedures will be in accordance with the manufacturers' recommendations.

Employee exposure monitoring will be accomplished during intrusive work activities. This monitoring will include time weighted average breathing zone samples. All sampling and analytical procedures will be in accordance with NIOSH standardized methods, or an equivalent. Analysis of all air samples will be performed by an American Industrial Hygiene Association (AIHA) accredited laboratory. Site personnel will be advised of the results of the monitoring. Additional sampling and monitoring will be performed at the discretion of the HSO.

6.0 Personal Protective Equipment

The minimum level of protection for exclusion area personnel includes:

- Hardhat
- Steel-toed boots
- Safety glasses
- Long-sleeved shirt

During excavation and any other activities where skin contact is a potential exposure mechanism, Tyvek coveralls and neoprene gloves and boots will be utilized.

Chemical goggles/safety glasses will be worn to prevent eye contact via splash or dust, as necessary. Spray or steam-cleaning operations may warrant the use of full-face faceshields.

Half-mask and full-face respirators will be maintained in good condition on-site. Organic vapor cartridges will be provided for use with the respirators. All respiratory protection will be NIOSH/MSHA approved equipment.

6.1 Action Levels

Use of respiratory protection will be at the direction of the HSO according to ambient monitoring readings taken in the breathing zone of the workers, or upon the request of on-site personnel. Action levels that signal an upgrade in protection are 10 parts per million (ppm) for a duration of five minutes for half-mask respirators and 50 ppm for five minutes for full-face respirators.

If ambient readings reach 100 ppm for five minutes, work will be suspended until the ambient levels can be brought down by the use of vapor suppressant. Such means may include backfill with clean soil or the use of water spray.

Eyewash bottles will be maintained in the support area, along with the site first aid kit. ABC fire extinguishers will be maintained in the support area and on each piece of heavy equipment.

7.0 Work Zones and Site Security

7.1 Exclusion Area

The active work areas during excavation and sump and tank removal activities will be considered exclusion zones. Such areas will be demarcated by barricades and warning tape, temporary construction fence, or other such measures. Access to these zones will be limited to authorized personnel with the appropriate protective equipment, who have met the training and medical requirements.

7.2 Decontamination Area

All personnel working on site must pass through the decon area before proceeding to the support area. A temporary wash pad will be constructed for equipment decon, as necessary, in order to collect the wash water for disposal. Facilities for personnel decon will be located adjacent to the active work area. Personal protective equipment cleaning and storage areas will be included in the decontamination area.

7.3 Support Area

The support zone will be located adjacent to, and upwind (if possible) of the decontamination zone. Toilet facilities for site workers will be located in this area.

7.4 Site Security

The perimeter of the will be surrounded by fencing at least six feet tall. The site will be secured in this manner for the duration of the project.

8.0 Decontamination Procedures

8.1 Personal Decontamination

All disposable clothing will be deposited in containers on-site for off-site disposal. Wash tubs with soap and water and rinse tubs will be provided for decontamination of boots and gloves to be reused. Respirators will be cleaned with sanitizing wipes unless gross contamination requires heavier cleaning in separate wash and rinse tubs.

Soap and water will be available for personnel to wash up after work or if any skin contact occurs during the work day.

8.2 Equipment Decontamination

Any equipment that comes in contact with contaminated materials will be properly cleaned before leaving the site. Heavy construction equipment will be steam cleaned on a temporary decon pad. Smaller pieces of equipment will either be steam cleaned or washed in the same manner as contaminated personal protective equipment, i.e., with a brush and soapy water and rinse water.

8.3 Decontamination Materials

All decon water will be collected for disposal to a proper disposal site.

9.0 General Site Safety Provisions

9.1 General Site Health and Safety and Work Rules

1. No drinking, gambling, or illegal drugs will be allowed on-site. Anyone reporting to work under the influence of alcohol and/or illegal drugs will be subject to disciplinary action. Any employee under a physician's care and/or taking prescribed narcotics must notify the HSO.
2. Personal protective equipment is required in designated areas. Such equipment may include, but is not limited to, respiratory protection, earplugs/earmuffs, hardhat, Tyvek coveralls, boots, gloves, chemical goggles, safety glasses, and protective faceshields.
3. Eating, drinking, smoking, and chewing gum or tobacco are allowed only in designated areas in the support zone. Smoking is strictly prohibited in the exclusion zones due to the potential flammability hazard.
4. Changes in work practices or work rules will be implemented only after approval by the project manager and the HSO.
5. Construction equipment always have the right-of-way over regular vehicles.
6. All employees entering the Exclusion Area must complete the required decontamination procedure before leaving the site.
7. All protective clothing to be worn inside the Exclusion Area will be supplied. None of this equipment will be permitted to leave the site with any employee for personal use. Also, any equipment to be used elsewhere for another project will be fully decontaminated before leaving the site.
8. Employees shall listen for warning signals on construction equipment and shall yield to construction equipment.
9. All equipment operators shall pay deliberate attention to watching for workers on the ground who may be in their path and provide these people with warning before moving.
10. All workers shall follow emergency procedures explicitly.
11. Kneeling and/or sitting directly on the ground in the exclusion area or decontamination area is prohibited.
12. All employees will utilize a buddy system while working on site.

9.2 Conditions of Site Access

1. All personnel must meet the medical monitoring requirements of

29 CFR 1910.120. Failure to submit to, or pass, any exam will be grounds for excluding the employee from the site.

2. All employees must participate in the air quality exposure monitoring program by wearing the personal monitors or sampling devices designated by the HSO. Any employee refusing to participate in the program, or tampering with a sample, will be subject to disciplinary action.
3. No beards or long sideburns will be allowed since they interfere with the seal of the respirator to the face. Trimmed sideburns and mustaches are acceptable. All employees must report to work clean shaven because of the potential need for the use of respiratory protection.
4. All employees must complete the required training program prior to starting work at the site.
5. All on-site personnel must wear the prescribed health and safety equipment, and go through the decontamination procedures prior to exiting the site.

10.0 Emergency Procedures

The local response units for fire and paramedics will be notified of site activities, and will be provided with this Site Health and Safety Plan.

The medical center will be notified of the site activities and the potential for contaminated materials being present on the clothing or body of personnel brought to the facility. The directions for the emergency route to the medical center is as follows:

INSERT HERE

Whenever possible, injured personnel will be decontaminated and/or moved to the support area as long as such procedures do not further compromise the health and safety of the individual.

On-site emergencies are expected to be restricted to potential fires and possible minor injuries to site personnel. On-site conditions are expected to be within the limits of measures which can be taken by on-site personnel. Any emergency which poses a potential threat to the public will be considered a situation requiring outside assistance from emergency response agencies. During any on-site emergency, work activities will cease until the emergency is brought under control.

11.0 Training

All on-site personnel working in the exclusion zone will have the appropriate prior experience and training, in compliance with 29 CFR 1910.120. Such training includes the 40-hour basic training, three days of supervised field experience, 8-hour update training, and 8-hour supervisory training as appropriate.

Project-specific training will be provided prior to startup of on-site activities. This training will include:

- a. Site health and safety plan
- b. Decontamination
- c. Personal protection levels
- d. Chemical hazards
- e. Physical hazards
- f. Medical monitoring
- g. Air monitoring
- h. Use and maintenance of personal protective equipment
- i. Work zones
- j. Site safety rules and conditions of employment
- k. Emergency provisions
- l. Buddy system

On-site tailgate meetings will be held as appropriate. The HSO will conduct these meetings. This training will be documented as part of the daily documentation for the site.

12.0 Medical Monitoring

All on-site personnel working in the exclusion zone will participate in a medical monitoring program.

The monitoring program will consist of either a corporate annual physical examination or a pre-employment physical (if the employee was hired specifically for this job) which includes:

- a. Medical history
- b. Physical exam
- c. Pulmonary function test
- d. EKG
- e. Audiogram
- f. Blood chemistry
- g. CBC with differential and platelets urinalysis with dipstick and microscopic morphology
- h. Chest X-rays: P/A and lateral

If the annual physical did not include blood chemistry analysis, the employee will receive one before working at the site.

Post-project exams will be conducted at the discretion of the site health and safety officer in light of actual site conditions and exposures.

Table 1

Chemicals of Concern
Oakland, California

<u>Material</u>	<u>Route of Entry</u>	<u>PEL/TLV¹</u>	<u>Target Organs Toxic Effects²</u>
Benzene			
Ethylbenzene			
Gasoline			
Toluene	I, S, C, G	100 ppm	CNS, liver, kidneys, skin
1,1,1 TCA ⁴			
Xylenes	I, S, C, G	100 ppm	CNS, eyes, GI tract ³ , blood, liver, kidneys, skin

Notes:

1. PEL/TLV = The lowest of either the Federal OSHA Permissible Exposure Limit, CAL-OSHA Permissible Exposure Limit, or the Threshold Limit Value for exposure assigned by the American Conference of Governmental Hygienists (ACGIH).
2. Data taken from the NIOSH Pocket Guide to Chemical Hazards, 1985.
3. GI tract = gastrointestinal tract.
4. I = Inhalation
S = Skin contact
C = Eye/Skin absorption
G = Ingestion
5. (Skin) denotes that this chemical is absorbed directly through intact skin, as noted by the ACGIH.
6. CNS = central nervous system.

BID SHEET
TANK AND SUMP REMOVAL
625 HEGENBERGER ROAD, OAKLAND, CA

DUMP SUM ITEMS

1. Excavation, transportation and disposal of three 12,000 gallon gasoline tanks, one 260 gallon steel sump and associated piping.

\$ 16,400.00

2. Demolition and disposal of fuel island concrete, concrete slabs covering the tanks and fuel island area, air and water island and associated light pole, fuel dispensers, aluminum overhang and the small retail building.

\$ 20,500.00

3. Mobilization and demobilization including all additional items such as protective equipment, decontamination, portable toilet, temporary fencing, decontamination water, monitoring equipment, site cleanup, and any other materials/items not otherwise specified in other bid items.

\$ 15,000.00

UNIT PRICING

1. Excavation and stockpiling of up to 1000 cubic yards of soil.
1000 yards at \$ 3.60 /yard = \$ 3,600.00

2. Rinsing and grouting sump piping.
\$ 15.10 /lineal foot of pipe *Based on 50'.

3. Truck loading of 1000 yards (1500 tons) of soil.
1500 tons at \$ 5.00 /ton = \$ 7,500.00

4. Transportation and disposal of soil to Gibson oil as hazardous waste.
1500 tons at \$ * /ton = \$ _____

*Gibson Oil cannot accept California hazardous waste as described by Title 22,CCR, Article 11.

Environmental Health Consultants

5. Transportation and disposal of soil to Gibson Oil as non-hazardous waste.

1500 tons at \$ 103.04 /ton = \$ 154,560.00

6. Transportation and landfill disposal of soil as hazardous waste.* Must be non RCRA.

N/A

1500 tons at \$ 133.38 /ton = \$ ~~200,070.00~~

7. Transportation and landfill disposal of soil as non-hazardous waste.

1500 tons at \$ ~~96.03~~ /ton = \$ 144,045.00

8. Transportation and disposal of soil for quantities over 1500 tons.

Gibson Oil hazardous \$ N/A /ton up to N/A tons.

Gibson Oil non-hazardous \$ 103.04 /ton up to N/A tons.

Landfill hazardous \$ 133.38 /ton up to N/A tons.

Landfill non-hazardous \$ 96.03 /ton up to N/A tons.

*Please note that if volumes exceed 2500 ton volume discounts may be available.

9. Placement of rock backfill (incl. cost of material).

up to 500 yards at \$ 16.70 /yd. = \$ 8350.00

over 500 yards at \$ 14.70 /yd.

10. Placement and compaction of soil backfill (incl. cost of material).

up to 500 yards at \$ 15.95 /yd. = \$ 7,975.00

over 500 yards at \$ 13.95 /yd.

11. Restoration of grade to adjacent pavement.

150 yards at \$ 16.70 /yard = \$ 2,505.00 *2

*These prices are based on SES Contracting for transportation and disposal services and minimum volumes of 1,000 tons. Should the client elect to contract for transportation and disposal services direct, with SES managing these tasks, a cost savings of \$13,000.00 to \$21,000.00 would be realized.

*1 Should these soils be acceptable at a class III landfill and have less than 100PP TPH, then a rate of \$23.03 per ton would apply for transportation and disposal.

*2 Paving repair will be at \$4.00 per sq. ft.

12. Soil, excavation groundwater, tank/sump contents and tank/sump rinseate profiling (include sample collection).

Gibson Oil soils \$ N/A

Landfill Soils (hazardous) \$ N/A

Landfill Soils (non-hazardous) \$ N/A

Tank and sump contents and rinseate \$ N/A

13. Removal, transportation and disposal of excavation groundwater, tank/sump contents and tank/sump rinseate. Excavation water only. Tank & sump Rinseate included in Item #1.

Unknown gallons at \$.68 * /gallon = \$

*Based on 4500 gal. truck load

14. Shoring and de-watering of excavation (specify units and pricing)

Shoring of excavation \$300.00/lineal ft.

Dewatering \$25,000.00 (estimate only)

15. Contractor obtained permits (specify each permit and pricing).

OSHA Excavation Permit n/c (blanket)

Demolition & Citv Permit \$400.00

Water Meter \$750.00/Deposit Unit of water 748 Gals. .91c/unit

16. Restoration of damaged concrete (six inch curbing and/or concrete curtain in front of Quality Tune-Up). Specify units and pricing.

Concrete Curbing & Sidewalk \$7.00/Sq. Ft.

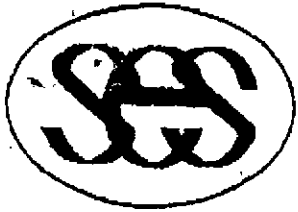
Asphalt Paving \$4.00/Sq. Ft.

Company Name Scrivner Environmental Services

Bid Prepared By Chris Hess Vice President

Signature and Date  6-6-91

	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	WEEK 7	WEEK 8	WEEK 9	WEEK 10	WEEK 11	WEEK 12
MOBILIZATION TO SITE	_____											
DEMOLITION OF CONCRETE AND METAL AWNING		_____										
SHORING FOR TANK EXCAVATION IF REQUIRED			_____									
EXCAVATION AND DISPOSAL OF TANKS AND SUMP				_____	_____							
CUT AND GROUT SUMP PIPING						_____						
PREPERATION OF SOIL STOCKPILE AREA							_____					
EXCAVATION OF 1,000 YARDS CONTAMINATED SOIL							_____					
PULL SAMPLES FOR DISPOSAL PROFILING								_____				
DEMobilize TO AWAIT DISPOSAL APPROVAL									_____	_____		
MOBILIZE TO LOAD MATERIAL FOR DISPOSAL											_____	
BACKFILL AND COMPACT EXCAVATION												_____
CLEAN UP OF SITE AND REPAVE ANY AREAS THAT WERE DISTURBED												_____
DEMobilization												_____



**Scrivner
Environmental
Services**

A Specialty Division of K.M. Scrivner, Inc.

Calif. Contractors License No. 375553

P.O. Box 1075, 256 E. Polk Street, Coalinga, CA 93210 • (209) 935-0815 • Fax (209) 935-5157

September 24, 1991

Ms. Irene Fanelli, CIH
Environmental Health Consultants, Inc.
P.O. Box 117910
Burlingame, California 94011-7910

Re: Hegenberger Road Project, Oakland, California

Dear Irene:

This letter will confirm all commitments made by SES in our meeting with your clients September 16, 1991. Lump sum Items 1, 2 and 3 will be accomplished on a time and material basis (rate sheet enclosed) with a not to exceed price of \$47,000.00, except by agreed upon change orders in writing.

Transportation and disposal of contaminated material will be billed at cost, with reimbursement from client within two working days. If money is not received within this time limit a 10% service charge will be added. The only other charge on transportation and disposal will be a one time charge of \$5,000.00 for manifesting and administrative charges. All other unit prices and bid stipulations will remain in effect.

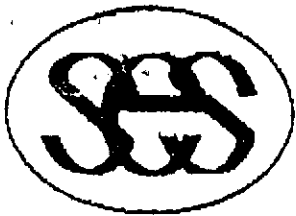
Prior to contract signing transportation and disposal prices will be checked to determine if those prices are still in effect.

If you have any further questions or comments please feel free to contact me at (209) 935-0815. SES wishes to thank you for your consideration on this project.

Sincerely,

Chris Hess
Vice President

c.c. Randy Fowler, SES



**Scrivner
Environmental
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P.O. Box 1075, 256 E. Polk Street, Coalinga, CA 93210 • (209) 935-0815 • Fax (209) 935-5157

EFFECTIVE JANUARY 1, 1991

CLASSIFICATION	STRAIGHT TIME	OVERTIME	PREMIUM
PROJECT MANAGER.....	58.00 PER HR....	69.00 PER HR....	87.00 PER HR.
FIELD FOREMAN.....	48.00 PER HR....	56.00 PER HR....	72.00 PER HR.
EQUIPMENT OPERATOR.....	39.25 PER HR....	47.00 PER HR....	61.00 PER HR.
TECHNICIAN.....	31.25 PER HR....	36.00 PER HR....	47.00 PER HR.
LABORER.....	27.25 PER HR....	30.00 PER HR....	39.00 PER HR.
CERT. IND. HYGIENIST....	73.00 PER HR....	92.00 PER HR....	120.00 PER HR.

**** MOBILIZATION OF MEN AND EQUIPMENT CHARGED ACCORDING TO GEOGRAPHIC LOCATION ** QUOTES UPON REQUEST**

- FIFTEEN PERCENT (15%) WILL BE ADDED TO COST FOR ALL OUTSIDE MATERIAL PURCHASES

- OUTSIDE RENTAL EQUIPMENT WILL BE CHARGED AT COST PLUS 15% PLUS FUEL AND MAINTENANCE

BARE RENT EQUIPMENT RATES

PICKUP TRUCK.....	72.00 PER DAY
2 TON A-FRAME TRUCK.....	96.00 PER DAY
2 AXLE DUMP TRUCK (5 YARD).....	156.00 PER DAY
CASE 580 EXTENDAHOE.....	264.00 PER DAY
CASE 580 BACKHOE W/CONCRETE BREAKER.....	400.00 PER DAY
8 TON TRUCK MOUNTED CRANE.....	320.00 PER DAY
3 AXLE 4000 GALLON WATER TRUCK.....	240.00 PER DAY
3 AXLE DUMP TRUCK 10-12 CUBIC YARD.....	240.00 PER DAY
WHEEL LOADER (3 CUBIC YARD).....	520.00 PER DAY
WHEEL LOADER (4 CUBIC YARD).....	600.00 PER DAY
TRACK EXCAVATOR (1.1 YD.CAP / 21' DIG DEPTH).....	520.00 PER DAY
TRACK EXCAVATOR (1.8 YD.CAP / 23' DIG DEPTH).....	560.00 PER DAY
TRACK EXCAVATOR (2.2 YD.CAP / 28' DIG DEPTH).....	680.00 PER DAY
CAT 815 OR EQUAL COMPACTOR.....	640.00 PER DAY
MT 60 FORKLIFT 30' REACH.....	160.00 PER DAY
185 CFM COMPRESSOR BARE.....	120.00 PER DAY
4000 WATT GENERATOR.....	60.00 PER DAY
1,500 PSI PRESSURE WASHER.....	150.00 PER DAY
2,400 PSI PRESSURE WASHER (2 GUNS).....	175.00 PER DAY
ASPHALT/CONCRETE SAW (BLADE WEAR INCLUDED).....	150.00 PER DAY
VIBRA PLATE.....	75.00 PER DAY
WACKER PACKER.....	75.00 PER DAY
PERSONNEL MONITORS.....	35.00 EACH PER DAY
PPE LEVEL A (PLUS AIR).....	150.00 PER DAY/PER MAN
PPE LEVEL B (PLUS AIR).....	75.00 PER DAY/PER MAN
PPE LEVEL C.....	45.00 PER DAY/PER MAN
PPE LEVEL D.....	5.00 PER DAY/PER MAN
DECONTAMINATION TRAILER (10 PERSON CAPACITY).....	60.00 PER DAY
DECONTAMINATION TRAILER (24 PERSON CAPACITY).....	100.00 PER DAY



UNDERGROUND STORAGE TANK REMOVAL PROCESS IN ALAMEDA COUNTY

Dear Property Owner/Contractor:

The Alameda County Department of Environmental Health, Hazardous Materials Division, requires the following steps to be taken for the removal of underground storage tanks within its jurisdiction. Each step must be completed, and in the order shown, to ensure efficient review of your closure plan. The County's enforcement authority derives from Title 23 of the California Code of Regulations (CCR), Chapter 6.7 of the Health and Safety Code, and a letter of agreement with the San Francisco Bay Regional Water Quality Control Board, and applies to underground storage tank removals within all parts of the county except for the cities of Berkeley, San Leandro, Hayward, Newark, Union City, Fremont, and Pleasanton. These cities administer their own underground storage tank programs and have their own requirements.

1. Obtain a blank Underground Tank Closure Plan from this office.
2. Complete the Underground Tank Closure Plan and attach the requested supporting documents (i.e., a site safety plan; a facility plot plan; and a copy of the contractor's worker's compensation insurance certificate with the site address and certificate expiration date typed on it). Instructions for filling out the plan are attached to the plan blank.
3. Submit three copies of both the completed plan and the attachments to this office. A deposit must also be submitted at this time. The deposit, authorized by Section 3-141.6 of the Alameda County Ordinance Code, pays for the time spent by Hazardous Materials Specialists on the tank closure project. Deposit fee schedules are available at our office. Should the project be complex and time consuming, additional deposit money will be requested. Any unused deposit money will be refunded to the property owner or his/her designee at the close of the project.

Underground Tank Removal Process

Page 2 of 3

4. We will review the Closure Plan within 30 days of plan receipt and contact you if there are deficiencies. Once the Plan is satisfactorily completed, we will stamp the plans and notify you. You may then pick up two copies of your stamped plan. We will retain the third copy for our files. All notes written on the plans by the project Specialist are conditions of plan acceptance and must be followed.
5. Present a copy of the stamped Closure Plan to the local fire department to obtain a permit. The local building department and the Bay Area Air Quality Management District (771-6000) should also be contacted concerning their permit requirements.
6. Our policy is to be present at all tank removals; contact the project Hazardous Materials Specialist at least three working days in advance to schedule the tank removal. If special arrangements are needed they must be worked out in advance with the project Hazardous Materials Specialist. All other permitting agencies' notification requirements must be met.
7. Have copies of all permits on site during the tank removal work.
8. Submit a Tank Closure Report to our office within 60 days of tank removal. The Closure Plan instructions outline the information and documents to be included in the Closure Report.

If sample analytical data or other evidence indicates the presence of any soil or groundwater contamination, you must file an Underground Storage Tank Unauthorized Release Report to this office within 5 working days of contamination discovery. Report forms are available in limited quantities from either this office or the San Francisco Bay Regional Water Quality Control Board in Oakland (415/464-1255). For large quantities of this form, contact the State Water Resources Control Board directly (916/739-2421).

If contamination is discovered, our office should be contacted for detailed directions. The following is an overview of our general clean up requirements. All site clean up work must be performed according to the Tri-Regional Board Staff Recommendations for Preliminary Evaluation and Investigation of Underground Tank Sites. Any clean up work done without our concurrence is unacceptable.

1. Determine the horizontal and vertical extent of soil contamination both on and off site.

2. Define the horizontal and vertical extent of any groundwater contamination, both on and off-site. This will include monitoring well construction and regular groundwater sampling.
3. Interpret hydrogeologic data, including characterization of the appropriate aquifer(s).
4. If groundwater is contaminated, determine the type of beneficial uses of the groundwater. The San Francisco Bay Regional Water Quality Control Board Water Quality Control Plan (Basin Plan) has defined all Bay Area water as having beneficial uses. However the types of beneficial uses vary and must be determined in order to establish appropriate cleanup levels (see the State Water Resources Control Board Sources of Drinking Water Policy, #88-63).
5. Develop a site-specific remediation plan. This plan shall include an evaluation of cleanup alternatives, a proposal for soil cleanup, a proposal for clean up of any groundwater contamination and free product, an appropriate sampling plan to determine the effectiveness of the cleanup program, and a time table for remediation plan implementation.

After the remediation program is completed and the final report is submitted, this office will review the case. If appropriate, this office will submit the case to the San Francisco Bay Regional Water Quality Control Board for final site mitigation approval and case closure. Failure to provide proper documentation of all site cleanup work could result in the requirement to conduct properly documented additional work.

If you have any questions or require further clarification regarding the underground storage closure process within Alameda County, please contact this office at 415/271-4320.

Sincerely,



Edgar B. Howell, Chief
Hazardous Materials Division

EBH:KC:mam

rev 3/91

ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH
HAZARDOUS MATERIALS DIVISION
80 SWAN WAY, ROOM 200
OAKLAND, CA 94621
PHONE NO. 415/271-4320

Project Specialist (print)

UNDERGROUND TANK CLOSURE PLAN

* * * Complete according to attached instructions * * *

1. Business Name _____
Business Owner _____
2. Site Address _____
City _____ Zip _____ Phone _____
3. Mailing Address _____
City _____ Zip _____ Phone _____
4. Land Owner _____
Address _____ City, State _____ Zip _____
5. Generator name under which tank will be manifested _____

- EPA I.D. No. under which tank will be manifested _____

6. Contractor _____
Address _____
City _____ Phone _____
License Type _____ ID# _____

7. Consultant _____
Address _____
City _____ Phone _____

8. Contact Person for Investigation
Name _____ Title _____
Phone _____

9. Number of tanks being closed under this plan _____
Length of piping being removed under this plan _____
Total number of tanks at facility _____

10. State Registered Hazardous Waste Transporters/Facilities (see instructions).

**** Underground tanks are hazardous waste and must be handled **
as hazardous waste**

a) Product/Residual Sludge/Rinsate Transporter

Name _____ EPA I.D. No. _____
Hauler License No. _____ License Exp. Date _____
Address _____
City _____ State _____ Zip _____

b) Product/Residual Sludge/Rinsate Disposal Site

Name _____ EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

c) Tank and Piping Transporter

Name _____ EPA I.D. No. _____
Hauler License No. _____ License Exp. Date _____
Address _____
City _____ State _____ Zip _____

d) Tank and Piping Disposal Site

Name _____ EPA I.D. No. _____
Address _____
City _____ State _____ Zip _____

11. Experienced Sample Collector

Name _____
Company _____
Address _____
City _____ State _____ Zip _____ Phone _____

12. Laboratory

Name _____
Address _____
City _____ State _____ Zip _____
State Certification No. _____

13. Have tanks or pipes leaked in the past? Yes [] No []

If yes, describe. _____

14. Describe methods to be used for rendering tank inert

Before tanks are pumped out and inerted, all associated piping must be flushed out into the tanks. All accessible associated piping must then be removed. Inaccessible piping must be plugged.

The Bay Area Air Quality Management District (771-6000), along with local Fire and Building Departments, must also be contacted for tank removal permits. Fire departments typically require the use of explosion proof combustible gas meters to verify tank inertness. It is the contractor's responsibility to bring a working combustible gas meter on site to verify tank inertness.

15. Tank History and Sampling Information

Tank		Material to be sampled (tank contents, soil, ground-water, etc.)	Location and Depth of Samples
Capacity	Use History (see instructions)		

One soil sample must be collected for every 20 feet of piping that is removed. A ground water sample must be collected should any ground water be present in the excavation.

Excavated/Stockpiled Soil	
Stockpiled Soil Volume (Estimated)	Sampling Plan

Stockpiled soil must be placed on bermed plastic and must be completely covered by plastic sheeting.

16. Chemical methods and associated detection limits to be used for analyzing samples

The Tri-Regional Board recommended minimum verification analyses and practical quantitation reporting limits should be followed. See attached Table 2.

Contaminant Sought	EPA, DHS, or Other Sample Preparation Method Number	EPA, DHS, or Other Analysis Method Number	Method Detection Limit

17. Submit Site Health and Safety Plan (See Instructions)

18. Submit Worker's Compensation Certificate copy

Name of Insurer _____

19. Submit Plot Plan (See Instructions)

20. Enclose Deposit (See Instructions)

21. Report any leaks or contamination to this office within 5 days of discovery. The report shall be made on an Underground Storage Tank Unauthorized Leak/Contamination Site Report form. (see Instructions)

22. Submit a closure report to this office within 60 days of the tank removal. This report must contain all the information listed in item 22 of the instructions.

I declare that to the best of my knowledge and belief the statements and information provided above are correct and true.

I understand that information in addition to that provided above may be needed in order to obtain an approval from the Department of Environmental Health and that no work is to begin on this project until this plan is approved.

I understand that any changes in design, materials or equipment will void this plan if prior approval is not obtained.

I understand that all work performed during this project will be done in compliance with all applicable OSHA (Occupational Safety and Health Administration) requirements concerning personnel health and safety. I understand that site and worker safety are solely the responsibility of the property owner or his agent and that this responsibility is not shared nor assumed by the County of Alameda.

Once I have received my stamped, accepted closure plan, I will contact the project Hazardous Materials Specialist at least three working days in advance of site work to schedule the required inspections.

Signature of Contractor

Name (please type) _____

Signature _____

Date _____

Signature of Site Owner or Operator

Name (please type) _____

Signature _____

Date _____

INSTRUCTIONS

General Instructions

- * Three (3) copies of this plan plus attachments and deposit must be submitted to this Department.
- * Any cutting into tanks requires local fire department approval.
- * One complete copy of your approved plan must be at the construction site at all times; a copy of your approved plan must also be sent to the landowner.

Item Specific Instructions

2. SITE ADDRESS
Address at which closure is taking place.
5. EPA I.D. NO. under which the tanks will be manifested
EPA I.D. numbers may be obtained from the State Department of Health Services, 916/324-1781.
6. CONTRACTOR
Prime contractor for the project.
10. STATE REGISTERED HAZARDOUS WASTE TRANSPORTERS/FACILITIES
 - a) All residual liquids and sludges are to be removed from tanks before tanks are inerted.
 - c) Tanks must be hauled as hazardous waste.
 - d) This is the place where tanks will be taken for cleaning.
15. TANK HISTORY AND SAMPLING INFORMATION
Use History - This information is essential and must be accurate. Include tank installation date, products stored in the tank, and the date when the tank was last used.

Material to be sampled - e.g. water, oil, sludge, soil, etc.

Location and depth of samples - e.g. beneath the tank a maximum of two feet below the native soil/backfill interface, side wall at the high water mark, etc.

17. SITE HEALTH AND SAFETY PLAN

A site specific Health and Safety plan must be submitted. We advocate the site health and safety plan include the following items, at a minimum:

- a) The name and responsibilities of the site health and safety officer;
- b) An outline of briefings to be held before work each day to appraise employees of site health and safety hazards;
- c) Identification of health and safety hazards of each work task. Include potential fire, explosion, physical, and chemical hazards;
- d) For each hazard, identify the action levels (contaminant concentrations in air) or physical conditions which will trigger changes in work habits to ensure workers are not exposed to unsafe chemical levels or physical conditions;
- e) Description of the work habit changes triggered by the above action levels or physical conditions;
- f) Frequency and types of air and personnel monitoring - along with the environmental sampling techniques and instrumentation - to be used to detect the above action levels. Include instrumentation maintenance and calibration methods and frequencies;
- g) Confined space entry procedures (if applicable);
- h) Decontamination procedures;
- i) Measures to be taken to secure the site, excavation and stockpiled soil during and after work hours (e.g. barricades, caution tape, fencing, trench plates, plastic sheeting, security guards, etc.);
- j) Spill containment/emergency/contingency plan. Be sure to include emergency phone numbers, the location of the phone nearest the site, and directions to the hospital nearest the site;
- k) Documentation that all site workers have received the appropriate OSHA approved trainings and participate in appropriate medical surveillance per 29 CFR 1910.120; and
- l) Page for employees to sign indicating they have read and will comply with the site health and safety plan.

The safety plan must be distributed to all employees and contractors working in hazardous waste operations on site. A complete copy of the site health and safety plan along with any standard operating procedures shall be on site and accessible at all times.

NOTE: These requirements are excerpts from 29 CFR Part 1910.120(b)(4), Hazardous Waste Operations and Emergency Response; Final Rule, March 6, 1989. Safety plans of certain underground tank sites may need to meet the complete requirements of this Rule.

19. PLOT PLAN

The plan should consist of a scaled view of the facility at which the tank(s) are located and should include the following information:

- a) Scale;
- b) North Arrow;
- c) Property Lines;
- d) Location of all Structures;
- e) Location of all relevant existing equipment including tanks and piping to be removed and dispensers;
- f) Streets;
- g) Underground conduits, sewers, water lines, utilities;
- h) Existing wells (drinking, monitoring, etc.);
- i) Depth to ground water; and
- j) All existing tanks and piping in addition to the ones being pulled.

20. DEPOSIT

A deposit, payable to Alameda County for the amount indicated on the Alameda County Underground Storage Tank Fee Schedule, must accompany the plans.

21. Blank Unauthorized Leak/Contamination Site Report forms may be obtained in limited quantities from our office and from the San Francisco Bay Regional Water Quality Control Board (415/464-1255). Larger quantities may be obtained directly from the State Water Resources Control Board at (916) 739-2421.

22. TANK CLOSURE REPORT

The tank closure report should contain the following information:

- a) General description of the closure activities;
- b) Description of tank, fittings and piping conditions. Indicate tank size and former contents; note any corrosion, pitting, holes, etc.;

- c) Description of the excavation itself. Include the tank and excavation depth, a log of the stratigraphic units encountered within the excavation, a description of root holes or other potential contaminant pathways, the depth to any observed ground water, descriptions and locations of stained or odor-bearing soil, and descriptions of any observed free product or sheen;
- d) Description of sampling methods;
- e) Description of any remedial measures conducted at the time of tank removal;
- f) To-scale figures showing the excavation size and depth, nearby buildings, sample locations and depths, and tank and piping locations. Include a copy of the plot plan prepared for the Tank Closure Plan under item 19;
- g) Chain of custody records;
- h) Copies of signed laboratory reports;
- i) Copies of "TSDF to Generator" Manifests for all hazardous wastes hauled offsite (sludge, rinsate, tanks and piping, contaminated soil, etc.); and
- j) Tabulation of the volume and final destination of all non-manifested contaminated soil hauled offsite.

TABLE #2
RECOMMENDED MINIMUM VERIFICATION ANALYSES FOR
UNDERGROUND TANK LEAKS

<u>HYDROCARBON LEAK</u>	<u>SOIL ANALYSIS</u>		<u>WATER ANALYSIS</u>	
Unknown Fuel	TPH G	GCFID(5030)	TPH G	GCFID(5030)
	TPH D	GCFID(3550)	TPH D	GCFID(3510)
	BTX&E	8020 or 8240	BTX&E	602, 624 or 8260
	TPH AND BTX&E	8260		
Leaded Gas	TPH G	GCFID(5030)	TPH G	GCFID(5030)
	BTX&E	8020 OR 8240	BTX&E	602 or 624
	TPH AND BTX&E	8260	TOTAL LEAD AA	
	TOTAL LEAD AA			
	-----Optional-----			
	TEL	DHS-LUFT	TEL	DHS-LUFT
	EDB	DHS-AB1803	EDB	DHS-AB1803
Unleaded Gas	TPH G	GCFID(5030)	TPH G	GCFID(5030)
	BTX&E	8020 or 8240	BTX&E	602, 624 or 8260
	TPH AND BTX&E	8260		
Diesel, Jet Fuel and Kerosene	TPH D	GCFID(3550)	TPH D	GCFID(3510)
	BTX&E	8020 or 8240	BTX&E	602, 624 or 8260
	TPH AND BTX&E	8260		
Fuel/Heating Oil	TPH D	GCFID(3550)	TPH D	GCFID(3510)
	BTX&E	8020 or 8240	BTX&E	602, 624 or 8260
	TPH AND BTX&E	8260		
Chlorinated Solvents	CL HC	8010 or 8240	CL HC	601 or 624
	BTX&E	8020 or 8240	BTX&E	602 or 624
	CL HC AND BTX&E	8260	CL HC AND BTX&E	8260
Non-chlorinated Solvents	TPH D	GCFID(3550)	TPH D	GCFID(3510)
	BTX&E	8020 or 8240	BTX&E	602 or 624
	TPH AND BTX&E	8260	TPH and BTX&E	8260
Waste and Used Oil or Unknown (All analyses must be completed and submitted)	TPH G	GCFID(5030)	TPH G	GCFID(5030)
	TPH D	GCFID(3550)	TPH D	GCFID(3510)
	TPH AND BTX&E	8260		
	O & G	5520 D & F	O & G	5520 C & F
	BTX&E	8020 or 8240	BTX&E	602, 624 or 8260
	CL HC	8010 or 8240	CL HC	601 or 624
	ICAP or AA TO DETECT METALS: Cd, Cr, Pb, Zn, Ni			
	METHOD 8270 FOR SOIL OR WATER TO DETECT:			
	PCB*		PCB	
	PCP*		PCP	
	PNA		PNA	
	CREOSOTE		CREOSOTE	

* If found, analyze for dibenzofurans (PCBs) or dioxins (PCP)

Reference: Tri-Regional Board Staff Recommendations for Preliminary Evaluation and Investigation of Underground Tank Sites, 10 August 1990

EXPLANATION FOR TABLE #2: MINIMUM VERIFICATION ANALYSIS

1. OTHER METHODOLOGIES are continually being developed and as methods are accepted by EPA or DHS, they also can be used.
2. For DRINKING WATER SOURCES, EPA recommends that the 500 series for volatile organics be used in preference to the 600 series because the detection limits are lower and the QA/QC is better.
3. APPROPRIATE STANDARDS for the materials stored in the tank are to be used for all analyses on Table #2. For instance, seasonally, there may be five different jet fuel mixtures to be considered.
4. To AVOID FALSE POSITIVE detection of benzene, benzene-free solvents are to be used.
5. TOTAL PETROLEUM HYDROCARBONS (TPH) as gasoline (G) and diesel (D) ranges (volatile and extractable, respectively) are to be analyzed and characterized by GCFID with a fused capillary column and prepared by EPA method 5030 (purge and trap) for volatile hydrocarbons, or extracted by sonication using 3550 methodology for extractable hydrocarbons. Fused capillary columns are preferred to packed columns; a packed column may be used as a "first cut" with "dirty" samples or once the hydrocarbons have been characterized and proper QA/QC is followed.
6. TETRAETHYL LEAD (TEL) analysis may be required if total lead is detected unless the determination is made that the total lead concentration is geogenic (naturally occurring).
7. CHLORINATED HYDROCARBONS (CL HC) AND BENZENE, TOLUENE, XYLENE AND ETHYLBENZENE (BTX&E) are analyzed in soil by EPA methods 8010 and 8020 respectively, (or 8240) and in water, 601 and 602, respectively (or 624).
8. OIL AND GREASE (O & G) may be used when heavy, straight chain hydrocarbons may be present. Infrared analysis by method 413.1 may also be acceptable for O & G if proper standards are used. Standard Methods" 17th Edition, 1989, has changed the 503 series to 5520.
9. PRACTICAL QUANTITATION REPORTING LIMITS are influenced by matrix problems and laboratory QA/QC procedures. Following are the Practical Quantitation Reporting Limits:

	<u>SOIL PPM</u>	<u>WATER PPB</u>
TPH G	1.0	50.0
TPH D	1.0	50.0
BTX&E	0.005	0.5
O & G	50.0	5,000.0

Based upon a Regional Board survey of Department of Health Services Certified Laboratories, the Practical Quantitation Reporting Limits are attainable by a majority of laboratories with the exception of diesel fuel in soils. The Diesel Practical Quantitation Reporting Limits, shown by the survey, are:

ROUTINE	MODIFIED PROTOCOL
≤ 10 ppm (42%)	≤ 10 ppm (10%)
≤ 5 ppm (19%)	≤ 5 ppm (21%)
≤ 1 ppm (35%)	≤ 1 ppm (60%)

When the Practical Quantitation Reporting Limits are not achievable, an explanation of the problem is to be submitted on the laboratory data sheets.

- LABORATORY DATA SHEETS are to be signed and submitted and include the laboratory's assessment of the condition of the samples on receipt including temperature, suitable container type, air bubbles present/absent in VOA bottles, proper preservation, etc. The sheets are to include the dates sampled, submitted, prepared for analysis, and analyzed.
- IF PEAKS ARE FOUND, when running samples, that do not conform to the standard, laboratories are to report the peaks, including any unknown complex mixtures that elute at times varying from the standards. Recognizing that these mixtures may be contrary to the standard, they may not be readily identified; however, they are to be reported. At the discretion of the LIA or Regional Board the following information is to be contained in the laboratory report:

The relative retention time for the unknown peak(s) relative to the reference peak in the standard, copies of the chromatogram(s), the type of column used, initial temperature, temperature program is C/minute, and the final temperature.
- REPORTING LIMITS FOR TPH are: gasoline standard ≤ 20 carbon atoms, diesel and jet fuel (kerosene) standard ≤ 50 carbon atoms. It is not necessary to continue the chromatography beyond the limit, standard, or EPA/DHS method protocol (whichever time is greater).

EPILOGUE

ADDITIVES: Major oil companies are being encouraged or required by the federal government to reformulate gasoline as cleaner burning fuels to reduce air emissions. MTBE (Methyl-tertiary butyl ether), ETHANOL (ethyl alcohol), and other chemicals may be added to reformulate gasolines to increase the oxygen content in the fuel and thereby decrease undesirable emissions (about four percent with MTBE). MTBE and ethanol are, for practical purposes, soluble in water. The removal

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from the water column will be difficult. Other compounds are being added by the oil companies for various purposes. The refinements for detection and analysis for all of these additives are still being worked out. If you have any questions about the methodology, please call your Regional Board representative.

ALAMEDA COUNTY HAZARDOUS MATERIALS DIVISION
Acknowledgement of Refund Recipient for Site Account
DEPOSITOR FILLS OUT PER SITE
-- REQUIRED --

The depositor will use this form to acknowledge that the property owner or his or her designee will receive any refund due at the completion of all deposit/refund projects at the site listed below.

SITE NUMBER/ADDRESS:

REFUND RECIPIENT-PROPERTY OWNER

Site Number

Company Name

Owner's Name

Street Address

Owner's Address

City

Zip Code

Owner's City

State

Zip

I have read the description of the project Deposit/Refund Procedure, and have had an opportunity to ask questions about it. I understand that regardless of who deposits money into the site account, any deposit money remaining at the completion of all projects being conducted at this site will be refunded solely to the property owner or his or her designee.

Signature of Depositor

Date

Depositor Name

Company Name

Street Address

City / Zip

RETURN FORM TO: Alameda County, Hazardous Materials Div.
80 Swan Way, Rm 200
Oakland, CA 94621-1439
Phone: (510) 271-4320

ALAMEDA COUNTY HAZARDOUS MATERIALS DIVISION
Declaration of Site Account Refund Recipient

SITE OWNER FILLS OUT PER SITE

-- OPTIONAL --

The property owner will use this form to designate someone other than him- or her- self to receive any refund due at the completion of all deposit/refund projects at the site listed below. In the absence of this form, the property owner will receive any refund. Only one person at any one time may be designated to receive any refund.

SITE NUMBER/ADDRESS:

PROPERTY OWNER

_____		_____		
Site Number		Owner's Name		
_____		_____		
Company Name		Owner's Address		
_____		_____		
Street Address		Owner's City		
_____		State		
City	Zip Code	Zip		

I designate the following person to receive any refund due at the completion of all deposit/refund projects:

Name

Street Address

City / Zip

Property Owner Signature

Date

Property Owner Name

RETURN FORM TO: Alameda County, Hazardous Materials Div.
80 Swan Way, Rm 200
Oakland, CA 94621-1439
Phone: (510) 271-4320

DR-DECL; mfk; 8/14/91

REGULATION 8
ORGANIC COMPOUNDS
RULE 40
AERATION OF CONTAMINATED SOIL
AND
REMOVAL OF UNDERGROUND STORAGE TANKS

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- 8-40-400 ADMINISTRATIVE REQUIREMENTS
- 8-40-401 Reporting, Removal or Replacement of Tanks
- 8-40-402 Reporting, Excavation of Soil
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8-40-500 MONITORING AND RECORDS (Not Included)

8-40-600 MANUAL OF PROCEDURES

8-40-601 Soil Sampling

8-40-602 Measurement of Organic Content

8-40-603 Determination of Emissions

REGULATION 3
ORGANIC COMPOUNDS
RULE 40
AERATION OF CONTAMINATED SOIL
AND
REMOVAL OF UNDERGROUND STORAGE TANKS
(Adopted July 16, 1986)

- 8-40-100 GENERAL
- 8-40-101 **Description:** The purpose of this Rule is to limit the emission of organic compounds from soil that has been contaminated by organic chemical or petroleum chemical leaks or spills; to describe an acceptable soil aeration procedure; and to describe an acceptable procedure for controlling emissions from underground storage tanks during removal or replacement. (Amended February 15, 1989)
- 8-40-110 **Exemption, Storage Piles:** Calculations of aeration volume under Section 8-40-204 shall not include storage piles that are covered per Section 8-40-303; nor shall they include active storage piles.
- 8-40-111 **Exemption, Excavated Hole:** The exposed surfaces of an excavated hole shall not be included in calculations of aerated volume under Section 8-40-204.
- 8-40-112 **Exemption, Sampling:** Contaminated soil exposed for the sole purpose of sampling shall not be considered to be aerated. Removal of soil for sampling shall not qualify a pile as "active."
- 8-40-113 **Exemption, Non-volatile Hydrocarbons:** The requirements of all sections of this Rule shall not apply if the soil is contaminated solely by a known organic chemical or petroleum liquid, and that chemical or liquid has an initial boiling point of 302°F or higher, provided that the soil is not heated. (Amended February 15, 1989)
- 8-40-114 **Exemption, Soil Excavation During Pipeline Leak Repairs:** The requirements of Section 8-40-402 shall not apply if soil is being excavated in order to repair leaking pipelines and if no more than 5 cubic yards are generated, and provided the requirements in Section 8-40-404 are satisfied. (Adopted February 15, 1989)
- 8-40-115 **Exemption, Soil Excavation Unrelated to Underground Storage Tank Activities:** The requirements of Section 8-40-402 shall not apply where contaminated soil is discovered during excavations unrelated to underground storage tank activities, and provided the requirements in Section 8-40-405 are satisfied. (Adopted February 15, 1989)
- 8-40-200 DEFINITIONS
- 8-40-201 **Active Storage Pile:** A pile of contaminated soil to which soil is currently being added or from which soil is currently being removed. Activity must have occurred or be anticipated to occur within one hour to be current.
- 8-40-202 **Aeration:** Exposure of excavated contaminated soil to the air.
- 8-40-203 **Aeration Depth:** The smaller of the following: the actual average depth of contaminated soil; or 0.15 meters (0.5 feet) multiplied by the daily frequency with which soil is turned. (Amended February 15, 1989)
- 8-40-204 **Aeration Volume:** The volume of soil being aerated shall be calculated as follows: the exposed surface area (in square feet or square meters) shall be multiplied by the aeration depth. The exposed surface area includes the pile of excavated soil unless the pile is covered per Section 8-40-303. (Amended February 15, 1989)
- 8-40-205 **Contaminated Soil:** Soil which has an organic content, as measured using the procedure in Section 8-40-802, exceeding 50 ppm(wt).

- 8-40-206 **Organic Compound:** Any compound of carbon, excluding methane, carbon monoxide, carbon dioxide, carbonic acid, metallic carbides or carbonates and ammonium carbonate.
- 8-40-207 **Organic Content:** The concentration of organic compounds measured in the composite sample collected and analyzed using the procedures in Sections 8-40-601 and 8-40-602.
- 8-40-208 **Vapor Free:** The process of purging gases from a tank using dry ice to replace organic vapors with an inert atmosphere.
- 8-40-209 **Ventilation:** The process of purging gases from a tank by blowing or drawing another gas through the tank.
- 8-40-210 **Emergency Removal or Replacement or Excavation:** A removal or replacement of a tank or an excavation of soil carried out pursuant to an order of a state or local government agency issued because the contaminated soil poses an imminent threat to public health and safety.
(Adopted February 15, 1989)

8-40-300 **STANDARDS**

- 8-40-301 **Uncontrolled Aeration:** A person shall not aerate contaminated soil at a rate in excess of that specified in Table 1 for the degree of organic content. The limitations in Table 1 apply to the entire facility, and indicate the volume of contaminated soil that may be added, on any one day, to soil that is already aerating.

Table 1
Allowable Rate of Uncontrolled Aeration

ORGANIC CONTENT ppm(weight)	RATE OF UNCONTROLLED AERATION	
	Cubic meters/day	Cubic yards/day
<50	Exempt	Exempt
50 - 99	458.0	600
100 - 499	91.8	120
500 - 999	45.9	60
1000 - 1999	22.9	30
2000 - 2999	11.5	15
3000 - 3999	7.8	10
4000 - 4999	5.7	8
>5000	0.08	0.1

(Amended February 15, 1989)

- 8-40-302 **Controlled Aeration:** Soil may be aerated at rates exceeding the limitations of 8-40-301 provided emissions of organic compounds to the atmosphere are reduced by at least 90% by weight.
- 8-40-303 **Storage Piles:** Contaminated soil which is not being aerated shall be covered except when soil is being added or removed. Any uncovered contaminated soil will be considered to be aerated. The soil may be covered with a layer of uncontaminated soil no less than six inches deep; or it may be covered with a tarp or other covering, provided no head space where vapors may accumulate is formed and provided the covering is in good condition and is secured adequately so as to minimize emissions to the atmosphere.
(Amended February 15, 1989)
- 8-40-310 **Underground Storage Tanks - Removal or Replacement:** Any person wishing to permanently remove or replace an underground storage tank which previously contained organic compounds shall follow the following procedure:
310.1 All piping shall be drained or flushed into the tank or other container.

- 310.2 All liquids and sludges shall be removed, to the extent possible, from the tank. A hand pump shall be used to remove the bottom few inches of product, if necessary.
- 310.3 Vapors shall be removed from the tank using one of the following three methods:
 - 3.1 The tank may be filled with water, displacing vapors and hydrocarbon liquids. Water used for this purpose must be collected and/or disposed of in a manner approved by the APCO.
 - 3.2 Vapor freeing.
 - 3.3 Ventilation.

(Amended February 15, 1989)

- 8-40-311 **Vapor Freeing:** No person shall vapor free a tank containing more than 0.001 gallons of liquid organic compounds per gallon of tank capacity unless emissions of organic compounds to the atmosphere are reduced by at least 90%.
- 8-40-312 **Ventilation:** No person shall ventilate a tank containing more than 0.001 gallons of liquid organic compounds per gallon of tank capacity unless emissions of organic compounds to the atmosphere are reduced by at least 90%.

8-40-400 ADMINISTRATIVE REQUIREMENTS

- 8-40-401 **Reporting, Removal or Replacement of Tanks:** The person responsible for the removal or replacement of tanks which are subject to the provisions of Sections 8-40-310 shall provide written notice to the APCO of intention to remove or replace tanks. The written notice shall be postmarked at least 5 days prior to commencement of such removal or replacement. In the case of emergency removal or replacement of tanks, notice shall be provided as early as possible prior to the commencement of such emergency removal or replacement, to be followed by written verification. The written notice of intention shall include:

- 401.1 Names and addresses of persons performing and responsible for the tank removal or replacement
- 401.2 Location of site at which tank removal or replacement will occur
- 401.3 Scheduled starting date of tank removal or replacement. The scheduled starting date may be delayed for no more than 5 working days, provided the APCO is notified by telephone as early as possible prior to the new starting date.
- 401.4 Procedures to be employed to meet the requirements of Sections 8-40-310.
- 401.5 If applicable, name, title and authority of the state or local government representative who has ordered a tank removal or replacement which is subject to emergency procedures.

(Adopted, February 15, 1989)

- 8-40-402 **Reporting, Excavation of Soil:** The person responsible for the excavation of soil subject to the provisions of Sections 8-40-301 or 302 shall provide written notice to the APCO of intention to excavate. The written notice shall be postmarked at least 5 days prior to commencement of such excavation. In the case of emergency excavations, notice shall be provided as early as possible prior to the commencement of such emergency excavation, to be followed by written verification. Written notice of intention to excavate may be submitted to the APCO at the same time written notice of intention to remove or replace tanks is submitted provided that such notification precedes the commencement of either tank removal or replacement or soil excavation by at least 5 days as indicated by postmark. The written notice of intention shall include:

- 402.1 Names and addresses of persons performing and responsible for excavation.
- 402.2 Location of site at which excavation will occur.

- 2.3 Scheduled starting date of excavation. The scheduled starting date may be delayed for no more than 5 working days, provided the APCO is notified by telephone as early as possible prior to the new starting date.
- 402.4 Procedures to be employed to meet the requirements of Sections 8-40-301 or 302.
- 402.5 If applicable, name, title and authority of the state or local government representative who has ordered an excavation which is subject to emergency procedures. (Adopted February 15, 1989)
- 8-40-403 **Reporting, Aeration of Contaminated Soil:** The person responsible for aeration of any contaminated soil shall provide the District, by telephone, with the following information. This shall be provided no less than 24 hours prior to the spreading or heating of any contaminated soil. The District shall again be notified within 24 hours of a change in one or more of the following parameters.
- 403.1 Estimated total quantity of soil to be aerated.
- 403.2 Estimated quantity of soil to be aerated per day.
- 403.3 Estimated average degree of contamination, or total organic content of soil.
- 403.4 Chemical composition of contaminating organic compounds (i.e., gasoline, methylene chloride, etc.).
- 403.5 A description of the basis on which these estimates were derived (soil analysis test reports, etc.). (Amended, Renumbered February 15, 1989)
- 8-40-404 **Reporting, Soil Excavation During Pipeline Leak Repairs:** The person responsible for the excavation of no more than 5 cubic yards of soil generated by a pipeline leak repair shall provide written notice to the APCO as early as possible, but not later than 10 working days, after excavation is completed. The written notice shall include:
- 404.1 Names and addresses of persons performing and responsible for excavation.
- 404.2 Location of site at which excavation occurred.
- 404.3 Date of excavation.
- 404.4 Quantity of soil excavated.
- 404.5 Estimated average degree of contamination, or total organic content of soil. (Adopted February 15, 1989)
- 8-40-405 **Reporting, Soil Excavations Unrelated to Underground Storage Tank Activities:** The person responsible for soil excavations unrelated to underground storage tank activities where contaminated soil is discovered shall provide notice as early as possible upon detection of such contaminated soil, to be followed by written verification. The written verification shall include:
- 405.1 Names and addresses of persons performing and responsible for excavation.
- 405.2 Location of site at which excavation occurred.
- 405.3 Date of excavation.
- 405.4 Quantity of soil excavated.
- 405.5 Estimated average degree of contamination, or total organic content of soil. (Adopted February 15, 1989)
- 8-40-800 **MANUAL OF PROCEDURES**
- 8-40-801 **Soil Sampling:** One composite sample shall be collected and analyzed for every 50 cubic yards of excavated contaminated soil to be aerated. At least one composite sample shall be collected from each inactive, uncovered storage pile within 24 hours of excavation. Samples are not required if the soil is uncontaminated.
- 801.1 Each composite sample shall consist of four separate soil samples taken using the procedures described below. The soil samples shall remain separate until they are combined in the laboratory just prior to analysis.

01.2 Each 50 cubic yard pile for which a composite sample is required shall be considered to have four equal sectors. One sample shall be taken from the center of each sector. Samples shall be taken from at least three inches below the surface of the pile. Samples shall be taken using one of the following methods:

1.1 Samples shall be taken using a driven-tube type sampler, capped and sealed with inert materials, and extruded in the lab in order to reduce the loss of volatile materials; or

1.2 Samples shall be taken using a clean brass tube (at least three inches long) driven into the soil with a suitable instrument. The ends of the brass tube shall then be covered with aluminum foil, then plastic end caps, and finally wrapped with a suitable tape. The samples shall then be immediately placed on ice, or dry ice, for transport to a laboratory.

(Amended February 15, 1989)

8-40-802 Measurement of Organic Content: Organic content of soil shall be determined by the Regional Water Quality Control Board's Revised Analytical Methods, Attachment 2, 11/8/85, any other method approved by the APCO, or EPA Reference Method 8010 or 8015.

(Amended February 15, 1989)

8-40-803 Determination of Emissions: Emissions of organic compounds as specified in Sections 8-40-302, 8-40-311 and 8-40-312, shall be measured as prescribed in the Manual of Procedures, Volume IV, ST-7.

(Amended February 15, 1989)

except that in no case shall such rental value exceed the rental rates of established distributors or equipment rental agencies serving the area, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication and field repairs and maintenance; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Arranger, payments on account shall be made on the Construction Manager's approval of a Certificate for Payment.

12.1.5 The amount of credit to be allowed by the Contractor to the Arranger for any deletion or change which results in a net decrease in the Contract Price or Contract Quantities will be the amount of the actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. If the price change is in addition to the Contract Price and/or Contract Quantity, it shall include the Contractor's and subcontractor's overhead and profit. On any change which involves a net credit to the Arranger, no allowance for overhead shall be figured, but profit shall be figured. Under no circumstances shall the total Change Order overhead of Contractor and all subcontractors exceeds ten percent (10%) maximum and total Change Order profit of Contractor and all subcontractors exceed five percent (5%) maximum.

12.1.6 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Arranger or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

The contractor shall promptly and before the following conditions are disturbed, notify the Construction Manager in writing of any:

1. Material that was not previously identified in the Construction Manual and that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Construction Manager shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the Arranger and the Contractor over whether or not the conditions materially differ, or involve hazardous waste not previously identified, or cause a decrease of increase in the Contractor's cost of, or time required for, performance of any part of work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Price and/or Contract Quantities, the Contractor shall give the Construction Manager written notice thereof within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Arranger and the Contractor cannot agree on the amount of the adjustment in the Contract Price and/or Contract Quantities, it shall be determined by the Construction Manager. Any change in the Contract Price and/or Contract Quantity resulting from such claim shall be authorized by Change Order. The expense or responsibility for any change or damage incurred or caused by Contractor for additional work performed without an authorized Change Order shall rest entirely with the Contractor.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.1.9, (2) any order by the Arranger to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, or any such order by the Construction Manager as the Arranger's representative, (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) delay in payment by the Arranger, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Arranger to do so unless the Arranger has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The Arranger shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the Site all portions of the Work which are defective or nonconforming and which have not been corrected under Paragraph 4.5 or Subparagraphs 13.2.1 and 13.2.2, unless removal is waived by the Arranger.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Paragraph 4.5 or Subparagraphs 13.2.1 and 13.2.2, the Arranger may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice issued by the Construction Manager, the Arranger may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Arranger may, upon ten (10) additional days' written notice, sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Construction Manager's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Arranger.

13.2.6 The Contractor shall bear the cost of making good all work of the Arranger or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time periods noted in Subparagraph 13.2.2, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to

be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

13.2.8 Where special warranties are required under various sections of the Specifications, they are to be considered a part of the Contract and shall be subject to the terms of this Article for the time stated in the special warranties.

13.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

If the Arranger prefers to accept defective or non-conforming Work, the Arranger may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Price where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Arranger the Construction Manager, terminate the Contract and recover from the Arranger payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages; provided, however, that Arranger may, in Arranger's sole discretion, within seven (7) days after receipt of such written notice of termination of the Contract, declare its election to maintain the Contract in full force and effect; and provided, further, that if Arranger exercises said option Arranger shall compensate Contractor, in an amount to be agreed upon by the parties for the fair and reasonable value, including Contractor's reasonable overhead and profit, of maintaining said Contract in full force and effect.

14.2 TERMINATION FOR DEFAULT

14.2.1 If the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or fails to make prompt payment to subcontractors or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Arranger, after consultation with the Construction Manager that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Arranger may have, terminate the employment of the Contractor and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Arranger may deem expedient.

14.2.2 If the costs of finishing the Work, including compensation for Construction Manager's additional services made necessary by the Contractor's default, exceed the unpaid balance of the Contract Price, the Contractor shall pay the difference to the Arranger. The amount to be paid to the Arranger shall be certified by the Construction Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

14.3 TERMINATION FOR CONVENIENCE

The performance of the Work may be terminated by the Arranger in accordance with this clause in whole, or from time to time in part, whenever the Arranger shall determine that such termination is in the best interests of the Arranger. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Arranger, the Contractor shall:

(a) stop work under the Contract on the date to the extent specified in the notice of termination;

(b) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of the portion of the Work terminated by the notice of termination;

(d) assign to the Arranger in the manner, at the times and to the extent directed by the Arranger, all of the right, title, and interest of the Contractor under the orders and subcontractors so terminated, in which case the Arranger shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Arranger, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the owner and deliver in the manner, at the times, and to the extent, if any, directed by the Arranger the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the portion of the Work terminated, and the completed or partially completed Plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Arranger;

(f) use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Arranger, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Arranger, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Arranger to the cost of the work covered by this contract or paid in such other manner as the Arranger may direct; and

(g) complete performance of such part of the Work as shall not have been terminated by the notice of termination and take such action as may be necessary, or as the Arranger may

direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the Arranger has or may acquire an interest.

DATED: October __, 1991

CONTRACTOR

SCRIVNER ENVIRONMENTAL
SERVICES

By: _____
Mr. Chris Hess
Vice President

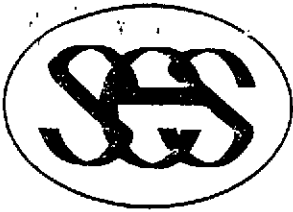
DATED: October __, 1991

ARRANGER

DINESH MANIAR

By: _____
Dinesh Maniar

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**Scrivner
Environmental
Services**

A Specialty Division of K.M. Scrivner, Inc.

Calif. Contractors License No. 575553

P.O. Box 1075, 256 E. Polk Street, Coalinga, CA 93210 • (209) 935-0815 • Fax (209) 935-5157

June 14, 1991

Mr. Jeff Lott
Environmental Health Consultants
P.O. Box 117910
Burlingame, California 94011-7910

Re: Tank Removal Project, Oakland, California

Dear Jeff:

Below please find the answers to your questions posed in your fax of June 12, 1991.

Item number one includes the following services, excavation of tanks and sump, removal of liquid in tanks using the estimates supplied by you at the bid walk, dry icing of the tanks, manifesting of tanks and associated piping, transportation to a licensed facility and disposal of tanks and sump.

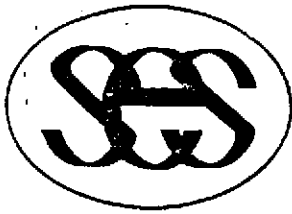
On unit pricing number thirteen the disposal cost of \$.68 per gallon is for any ground water that may have to be pumped. The contents of the tanks and sump are included in lump sum price on item number one. based upon your estimates on the day of the bid walk.

Our price for shoring will remain the same as received on our bid submitted June 6, 1991.

If you have any further comments or questions please feel free to contact me at (209) 935-0815.

Respectfully,

Chris Hess
Vice President



**Scrivner
Environmental
Services**

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P.O. Box 1075, 256 E. Polk Street, Coalinga, CA 93210 • (209) 935-0815 • Fax (209) 935-5157

June 6, 1991

Environmental Health Consultants
Attn. Mr. Jeff Lott
P.O. Box 11797
Burlingame, California 94011-9205

Re: Tank And Sump Removal, 625 Hegenberger Road, Oakland, Ca.

Dear Jeff:

Enclosed please find your bid documents for the above referenced project. SES appreciates the opportunity extended us by your firm to quote on this project. Below you will find the assumptions and exceptions concerning the attached proposal.

- * SES is not required to supply any compaction testing of backfill.
- * SES assumes no utilities run through tank excavation area.
- * SES at no time will accept ownership of hazardous or non-hazardous material.
- * SES assumes PPE level will not exceed level C
- * The estimate for de-watering of excavation is to be considered an estimate as no information concerning ground water is included in the bid specification.
- * SES assumes all aluminum and concrete from demolition work is not contaminated.
- * SES will use 3/4" rock for the backfill of the bottom of excavation and continue to grade using 3/4" Class II base rock.

Thank you for the opportunity to be of service to your firm and if you have any questions or comments please feel free to contact me at (209) 935-0815.

Respectfully,

Chris Hess
Vice President

CONSTRUCTION BID SPECIFICATIONS
TANK AND SUMP REMOVAL
625 HEGENBERGER ROAD, OAKLAND, CA

ASSUMPTIONS

1. Assume removal of a total of 1000 yards (approximately 1500 tons) of soil associated with the tanks and piping.
2. All of the soils will be transported offsite for disposal. There will be no aeration of the soils.
3. Assume import of certified clean fill material.
4. Assume the soils will need to be stockpiled long enough for drainage of free water and proper profiling for disposal. We are attempting to have the soils taken to Gibson Oil for use in production of asphalt.
5. Owner shall obtain the tank removal permit and any necessary air permits. The contractor shall obtain all necessary permits which must be obtained specifically by the contractor (grading, OSHA etc.), and shall sign all other applicable permit applications submitted by the owner.
6. Assume total import yardage of 1000 yards (@ 1500 tons).
7. Assume there will be no use of site facilities and utilities. Water is not available onsite for use during construction.

SPECIFICATIONS

1. Remove all fuel dispensers, associated islands, retail building and aluminum overhang. All of these materials shall be properly transported and disposed.
2. Remove all concrete slab associated with the dispenser islands and the tanks.
3. Remove three 12,000 gallon gasoline tanks and one vertical steel sump of approximate size of 260 gallons (tank is open top, 11 feet tall and 2 feet in diameter). Remove all associated piping. In the event there is sump piping which runs under the Quality Tune-Up Shop, the piping shall be cut

off, triple rinsed and filled with grout for closure. Provide lump sum bids for excavation, transportation and disposal of these items. The bid documents must include identification of the hauler and disposal location for these materials.

4. The contractor shall provide all preparation and testing of the tanks, piping and sump prior to removal. The tanks shall be verified to be inert prior to removal.
5. Remove the air and water island directly north of the fuel islands.
6. All stockpiled soils must be placed on plastic and bermed to prevent migration of water and soil. In addition, all stockpiled soils must be covered with plastic which is adequately anchored to prevent the plastic from blowing off of the pile.
7. Provide trucking and disposal costs for two alternative methods of handling the soils: #1 as all hazardous and #2 as all nonhazardous, to the Gibson Facility in Bakersfield, CA. Phone: 805-327-0413. Identify the haulers to be used for these materials. As an alternative, provide costs for transportation and landfill disposal as hazardous and as nonhazardous. Identify the haulers and disposal facilities. The contractor shall be responsible for profiling the stockpiled soils.
8. Provide profiling, trucking and disposal costs for all liquids removed from the tanks and sump. The owner will provide analytical data for the existing contents of the tanks and sump prior to starting construction. For bid purposes, assume the tanks contain unleaded, leaded and super unleaded gasoline, and the sump contains a mixture of waste oils and antifreeze.
9. The tank and sump will be backfilled with uniform rock (nominal 3/4 inch) to the water table and suitable random fill, as approved by the site engineer, to grade. The fill will be placed in 6 - 8 inch lifts compacted with a minimum of four passes with a piece of compaction equipment approved by the site engineer. All excavated areas will be restored to grade consistent with adjacent pavement sections. If the concrete apron near Quality Tune Up is damaged, it must be restored with concrete. Proof of clean fill will be required. Provide unit pricing for the backfill, asphalt, and any concrete replacement. Provide unit pricing for repair of any damage to the 6" curb around the planter on the south side of the tank area.

10. Provide temporary fencing to protect all excavated areas and stockpiled soil. Soil is to be stockpiled near the excavations.
11. Provide for drainage of free water back into the tank excavation. Assure proper protection of the two storm drains located on the property to prevent drainage of the water to the storm sewer.
12. The contractor shall assure adequate protection of underground utilities.
13. Provide unit pricing for shoring and/or de-watering the excavation, if these become necessary. Also provide pricing for profiling, transportation and disposal of water from the excavation.
14. All soil and water sampling for purposes other than profiling will be provided by the owner.
15. The contractor shall provide all appropriate protective equipment for its employees, including up to Level C protection.
16. The contractor shall provide appropriate air monitoring equipment for testing and inerting the tanks prior to removal. Proof of daily calibration of these instruments shall be provided to the Site Safety Officer. Ambient air monitoring instruments will be provide by the Site Safety Officer.
17. The owner will provide a site safety officer and a written health and safety plan. The contractor will adhere to the plan and provide at least as stringent protection as is called for by the SSO under the plan.
18. In accordance with Alameda County requirements, all employees working on this site must meet the requirements of 29 CFR 1910.120 for training and medical monitoring.
19. Upon award of the contract, contractor will provide proof of insurance, training and medical monitoring for site employees, copies of contractor's license including hazardous materials certificate, copies of OSHA excavation permit and written notification of this project.
20. The contractor should expect to provide portable bathroom facilities for employees and other site personnel, and any water necessary for decontamination. The contractor shall provide a steam cleaner for decontamination of construction equipment and sampling equipment. The contractor shall provide for obtaining water for decontamination of personnel and equipment.

21. The contractor shall provide all necessary materials for personnel and equipment decontamination.
22. The contractor must specify a time schedule for the work including lead time from the date of contract award.
23. The contractor must specify all exceptions and additional assumptions for the bid documents. All construction, transportation and disposal activities must be carried out in accordance with applicable regulations and standard practice in the environmental remediation industry.

BID SHEET
TANK AND SUMP REMOVAL
625 HEGENBERGER ROAD, OAKLAND, CA

LUMP SUM ITEMS

1. Excavation, transportation and disposal of three 12,000 gallon gasoline tanks, one 260 gallon steel sump and associated piping.
\$ _____

2. Demolition and disposal of fuel island concrete, concrete slabs covering the tanks and fuel island area, air and water island and associated light pole, fuel dispensers, aluminum overhang and the small retail building.
\$ _____

3. Mobilization and demobilization including all additional items such as protective equipment, decontamination, portable toilet, temporary fencing, decontamination water, monitoring equipment, site cleanup, and any other materials/items not otherwise specified in other bid items.
\$ _____

UNIT PRICING

1. Excavation and stockpiling of up to 1000 cubic yards of soil.
1000 yards at \$ _____/yard = \$ _____

2. Rinsing and grouting sump piping.
\$ _____/lineal foot of pipe

3. Truck loading of 1000 yards (1500 tons) of soil.
1500 tons at \$ _____/ton = \$ _____

4. Transportation and disposal of soil to Gibson oil as hazardous waste.
1500 tons at \$ _____/ton = \$ _____

5. Transportation and disposal of soil to Gibson Oil as non-hazardous waste.

1500 tons at \$ _____/ton = \$ _____

6. Transportation and landfill disposal of soil as hazardous waste.

1500 tons at \$ _____/ton = \$ _____

7. Transportation and landfill disposal of soil as non-hazardous waste.

1500 tons at \$ _____/ton = \$ _____

8. Transportation and disposal of soil for quantities over 1500 tons.

Gibson Oil hazardous \$ _____/ton up to _____ tons.

Gibson Oil non-hazardous \$ _____/ton up to _____ tons.

Landfill hazardous \$ _____/ton up to _____ tons.

Landfill non-hazardous \$ _____/ton up to _____ tons.

9. Placement of rock backfill (incl. cost of material).

up to 500 yards at \$ _____/yd. = \$ _____

over 500 yards at \$ _____/yd.

10. Placement and compaction of soil backfill (incl. cost of material).

up to 500 yards at \$ _____/yd. = \$ _____

over 500 yards at \$ _____/yd.

11. Restoration of grade to adjacent pavement.

_____ yards at \$ _____/yard = \$ _____

12. Soil, excavation groundwater, tank/sump contents and tank/sump rinseate profiling (include sample collection).

Gibson Oil soils \$ _____

Landfill Soils (hazardous) \$ _____

Landfill Soils (non-hazardous) \$ _____

Tank and sump contents and rinseate \$ _____

13. Removal, transportation and disposal of excavation groundwater, tank/sump contents and tank/sump rinseate.

_____ gallons at \$ _____/gallon = \$ _____

14. Shoring and de-watering of excavation (specify units and pricing)

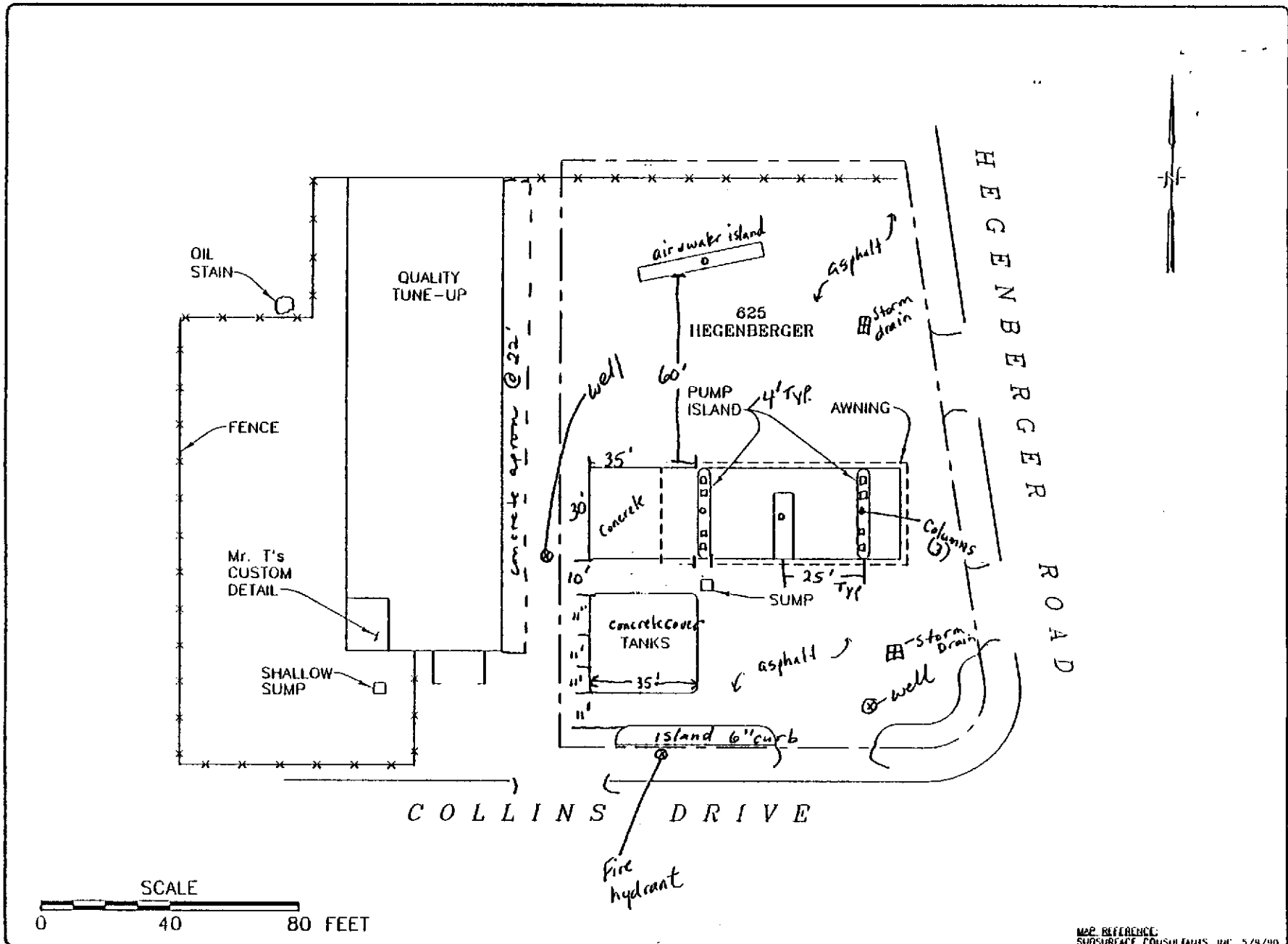
15. Contractor obtained permits (specify each permit and pricing).

16. Restoration of damaged concrete (six inch curbing and/or concrete curtain in front of Quality Tune-Up). Specify units and pricing.

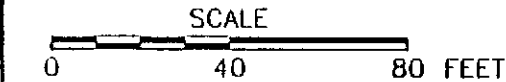
Company Name _____

Bid Prepared By _____

Signature and Date _____



Drawn By: DPH BOARDS • San Mateo, California • (415) 572-8890



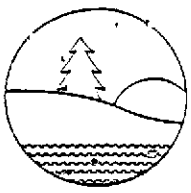
MAP REFERENCE:
SUBSURFACE CONSULTANTS, INC. 5/9/90

**Environmental
Health Consultants, Inc.**

PREPARED FOR
DINESH MANIAR

SITE PLAN
COLLINS & HEGENBERGER - OAKLAND, CA.

FIGURE
1
PROJECT
913201



Environmental Health Consultants

P.O. Box 117910 Burlingame, CA 94011-7910

(415) 347-9205

June 3, 1991

MEMORANDUM
CONSTRUCTION TECHNICAL SPECIFICATIONS
TANK AND SUMP REMOVAL
625 HEGENBERGER ROAD, OAKLAND, CA

TO: Bidding Contractors
FROM: Environmental Health Consultants, Inc.

Enclosed are the technical bid specifications for the excavation and removal of three gasoline tanks and sump, and associated demolition of structures located at the property referenced above. All contract terms and conditions will be provided under separate cover.

Please provide all final bid documents to EHCI by 5:00 P.M. on Friday June 7, 1991. This is a competitive bid and will be awarded by the project owner. All bids must be submitted on the enclosed bid forms. All bids will remain effective until July 10, 1991.

If you have any questions or require additional information, please contact Jeff Lott at 415-347-9205.

cc. J. T. Graeb