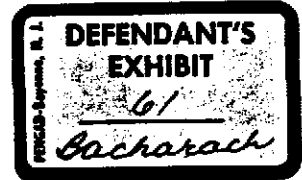


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SCS ENGINEERS

July 6, 1990
File No. 305390

Mr. Mark Borsuk
Mark Borsuk, Inc.
87 Rico Way
San Francisco, California 94123



Subject: Environmental Assessment for the Structure at
1432 Harrison Avenue, Oakland, California

Dear Mr. Borsuk:

SCS Engineers (SCS) is pleased to offer this proposal to conduct environmental work for Mark Borsuk Inc. at the site identified as 1432 Harrison Avenue in Oakland, California. This proposal contains a description of the work and cost estimate to complete the tasks as noted.

SCOPE OF WORK

The site is presently a parking facility, both short and long-term.

Seven tasks comprise the assessment of the facility.

The first task will be to conduct a complete Preliminary Site Assessment including the location of any waste handling facilities in the vicinity of the parcel. A site visit will be performed by SCS staff members with considerable experience and insight into evaluations of this nature. A records search of various governmental agencies will be performed as will a review of the files where pertinent information may be found concerning this particular parcel. The following agencies will be contacted to gain information on site contamination and possible hazardous waste site contamination in the immediate area of the parcel: The Oakland City Fire Department and Public Works, the Oakland Planning Department and Building Inspection Department, the Alameda County Health Department Hazardous Waste Management Division, the Regional Water Quality Control Board based in Oakland, California, the Department of Health Services Records from Berkeley, California and the local Water District and other agencies, as required. During the course of this data gathering and file review, other agencies, consultants and knowledgeable parties may be contacted. A complete report will include the review of all agency lists for possible toxic/hazardous activity

Mr. Mark Borsuk
July 6, 1990
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within one mile of the parcel. A review of area photographs available from a local flight company in Oakland will be interpreted to discover what historical activity at the site or vicinity has occurred.

Task two consists of a geophysical survey to determine if a sump exists in the southern extremity of the lower basement, as well as a possible fuel tank which was used originally as a source of fuel for the boiler located in the building. Further geophysical assessment will be made in the former garage area of the hydraulic lift area to determine the extent and configuration of the system.

The third task will be to remove the two gasoline storage tanks on the north sidewalk on Harrison Avenue side of the structure. These tanks' ancillary piping and dispensers as well as vent pipes shall be removed using techniques which will decrease the possibility of any contamination and reinstall concrete on sidewalk and driveway.

The fourth task will be to remove or plan for the removal of the hydraulic lifts and any other systems which are found by the geophysical survey.

The fifth task will be to remove the waste oil sump if it is still in place and to determine if there is any contamination present.

The sixth task will be the removal of the boiler fuel tank (if present) and determination of soil and/or water contamination, if any is present.

The seventh-task will be to write a complete report for Mark Borsuk Inc. discussing our summary, findings, work accomplished and recommendations if required, for further remediation of the site.

Mr. Mark Borsuk
July 6, 1990
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PRELIMINARY COSTS ESTIMATE AND SCHEDULE

In order to perform the tasks generally outlined above, we propose the following preliminary budget.

	<u>SCS</u> <u>Engineers</u>	<u>Outside</u> <u>Direct Costs</u>	<u>Total</u>
Task 1	\$4,000	-0-	\$ 4,000
Task 2	\$ 720	\$ 2,350	\$ 3,070
Task 3	\$1,000	\$23,635	\$24,635
Task 4			
Task 5			
Task 6			
Task 7			
		Total	\$31,705

This cost includes all labor, travel, reproduction costs etc. to provide the preliminary report to Mark Borsuk Inc. for Tasks 1, 2 and 3. If additional efforts for Tasks 4, 5, 6 and 7 are required; such as test borings, wells, chemical testing, asbestos sampling, etc., these will be identified in the costs estimated at a later date. Projects of this nature can be completed by our firm in a period of three to five weeks, depending upon permitting and availability of agency records. We can begin immediately upon notice to proceed with the initial preliminary assessment.

For your convenience we have enclosed a standard form of agreement for your review. We routinely use this form for projects of this type. One signed copy of this agreement shall serve as our notice to begin the work.

Mr. Mark Borsuk
July 6, 1990
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SCS ENGINEERS STATEMENT OF QUALIFICATIONS

SCS Engineers has been in the environmental consulting business for over twenty years. Our twelve offices are nationwide with the combined staff of over 250 profession, technical and support staff. We have considerable experience in performing projects related to real estate transactions, assessments, and remediations.

I trust you will find this proposal satisfactory to your needs. If you have any questions, please contact myself or Mr. Kent Madenwald in our Dublin Office. We are looking forward to assisting you on this project.

Sincerely,



John P. Cummings, Ph.D., R.E.A., R.E.P.
Office Director
SCS Engineers

Kent A. Madenwald, P.E., R.G., R.E.A.
Project Manager
SCS Engineers

JPC/KAM/egh

Enclosures

cc: Robert Buchman

STANDARD SHORT FORM OF AGREEMENT

FOR PROFESSIONAL SERVICES

This Agreement is made on the 6th day of July 19 90, by and between:
Mark Borsuk, Inc. ("Client") and SCS Engineers ("SCS").

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. Description of Services:

Provide tasks as proposed in Proposal No. 305390, dated July 6, 1990.

2. Period of Performance:

Five weeks if no City of Oakland permit problems arise.

3. Basis of Compensation:

\$31,705

4. Method of Invoicing:

Completion of Preliminary report.

5. Professional Retainer:

None

6. General Conditions:

a. Payments for invoices prepared by SCS are due and payable upon receipt. Service charges of 1-1/2 percent per month may be added to amounts for which payments are not received within 30 days of invoice dates.

b. This Agreement may be terminated by either party upon 15 days notice in writing to the other party. Upon termination, SCS shall prepare and submit a final invoice for services rendered to the date of termination together with any termination expenses incurred.

c. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS' Schedule of Fees which is in effect at the time of performance of the work.

d. The parties hereto shall maintain in full force and effect comprehensive general liability insurance with coverage limits which are reasonable in light of the work to be undertaken, and workmen's compensation insurance as required by law.

e. Any drawings and specifications developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of SCS regardless of whether the work for which they were prepared is executed.

f. In the event that legal action is instituted to enforce any of the terms of this Agreement, the party which does not prevail shall pay the legal expenses of the prevailing party, including attorney's fees.

g. Each party binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect of all covenants of this Agreement.

h. SCS Engineers' liability for services to be rendered under this Agreement shall be limited to the amount, if any, covered by SCS' liability insurance then in effect, plus \$50,000 or the amount of SCS's fees (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 3 above.

i. If applicable (i.e. if construction at the site is performed by entities other than SCS or SCS' subcontractors), Client agrees that SCS will not be responsible for the specific methods of construction employed at the project site. In addition, Client agrees that SCS shall not be responsible for liability caused by the presence or release of hazardous substances at the site, unless the release results from the sole negligence of SCS or its subcontractors. The Client will either make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless SCS from such liabilities. The provisions of this Article 6i shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first mentioned above.

SCS ENGINEERS:

CLIENT:

SIGN: _____

SIGN: _____

NAME: John P. Cummings, PhD., R.E.A., R.E.P.

NAME: _____


TITLE: Office Director

TITLE: _____


SCS ENGINEERSJuly 11, 1990
File No. 035390Mark Borsuk, Incorporated
87 Rico Way
San Francisco, California 94123Subject: **TANK REMOVAL COST BREAKDOWN**
Harrison Avenue Garage

SAFETY - Sidewalk, Plan, Signs, Permits.	\$2,650.00
DEMOLITION - Sidwalk, Tank Overburden, Lines.	\$1,900.00
DISPOSAL - Concrete, Rubble, Soil.	\$675.00
CLEANING - Tank, Lines, Vents, Degassing.	\$1,100.00
REMOVAL - Dispensers, Tanks, Piping, Vents.	\$4,000.00
DISPOSAL - Tanks, Lines, Vents, Dispenser.	\$3,500.00
BACKFILL - Excavations.	\$4,150.00
CONCRETE REPLACEMENT - Restore and Finish Sidewalk, Driveway and Floor to Dispensers.	\$3,175.00
SOIL ANALYSIS - Gasoline, Volatile Organics Lead Etc..	\$1,285.00
COORDINATION - City, Utilites, P.G.E., Pac Bell, Etc..	\$1,200.00
Total	<u>\$23,635.00</u>

If any questions call (415) 829-0661



Kent A. Madenwald, P.E., R.G., R.E.P.
Project Manager
SCS Engineers



John P. Cummings, Ph.D., R.E.A., R.E.P.
Office Director
SCS Engineers

(Handwritten initials)

KAM/JPC/sar