

ALAMEDA COUNTY  
HEALTH CARE SERVICES



AGENCY  
DAVID J. KEARS, Agency Director

ENVIRONMENTAL HEALTH SERVICES  
ENVIRONMENTAL PROTECTION  
1131 Harbor Bay Parkway, Suite 250  
Alameda, CA 94502-6577  
(510) 567-6700  
FAX (510) 337-9335

StID 6631

February 27, 2001

Mr. Jim Stich  
Greystone Homes, Inc.  
3130 Crow Canyon Place, Suite 300  
San Ramon, CA 94583

**RE: Project #7183A, Add-on  
at 103 Orchard Ave., Hayward, CA 94544**

Dear Mr. Stich:

Our records indicate the deposit/refund account for the above project has fallen below the minimum deposit amount. Enclosed is a summary of deposits and charges to the account. A total of \$1200.00 was deposited. To date, a total of \$1251.50 was charged. The account is currently in a negative balance of -\$51.50. To replenish the account, please submit an additional deposit of \$500.00, payable to Alameda County, Environmental Health Services, within two weeks of receipt of this letter.

It is expected that the amount requested will allow the project to be completed with a zero balance. Otherwise, more money will be requested, or any unused monies will be refunded to you or your designee.

The deposit/refund mechanism is authorized in Section 6.92.040L of the Alameda County Ordinance Code. Work on this project will be debited at the Ordinance specified rate, currently \$105 per hour.

Please be sure to write the following identifying information on your check:

project #1218B/ Stid #839  
type of project (site mitigation, add-on), and  
site address (107 Orchard, Hayward, kCA)

If you have any questions, please contact me at (510) 567-6762.

eva chu  
Hazardous Materials Specialist

enclosure

103orchard-1

# Alameda County Environmental Health

1131 Harbor Bay Pkwy., #250  
Alameda CA 94502-6577  
Telephone (510) 567-6700 FAX (510) 337-9335

## FACSIMILE COVER SHEET

TO: Jim Stich

FROM: Eva Chu ~~XXXXXX~~

(510) 567-6762

DATE: Feb 27, 2001

Total number of pages including cover sheet 3

-NOTES- I requested \$500<sup>00</sup> anticipating review of  
McLaren-Hart and well abandonment reports, re  
further action letter (NFA) close account ---  
Any unused \$ will be refunded.

EWZ

I'd fax draft NFA letter when I hear about  
McLaren-Hart + well abandonment

**GREYSTONE HOMES  
BAY AREA DIVISION**

3130 Crow Canyon Place, Suite 300, San Ramon, California 94583-1386

**FAX**

Date: 2-26-01  
Number of pages including cover sheet: 6

To: EVA Chu

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Phone:

Fax phone: 510-337-9335

CC:

From: ~~SUELLA PERREA~~  
AT AMERICAN COPPER

Jim Stich

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Phone: ~~(507) 235-1100~~

Fax phone: ~~(507) 235-1100~~

REMARKS:     Urgent     For your review     Reply ASAP     Please comment

Here are the copies of The permits for the work  
on the wells.

*Jim*

FROM : Dejebus Pump and Well Drilling FAX NO. : 925-634-3422

Feb. 27 2001 02:50PM P1

contact Tina Lorraine 516-1111

owner: Mr. Manning 510-715-1794  
EVA Fax 510 337-9335

SEP 27 1999 17:24

ALAMEDA COUNTY PUBLIC WORKS AGENCY

WATER RESOURCES SECTION

345 HIGHTOWER ROAD, SAN LEANDRO, CA 94576-1851

PHONE (415) 938-4344 FAX (415) 938-9202

WWW.ACPWA.CA.GOV

Marlon Magallanes (wtr. Resource Eng. Asst.)  
510-670-5248



DWELLING PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROPERTY: 1125 BERRY AVE. (1st Well)

PERMIT NUMBER: 99WR582 (99WR582)

WELL NUMBER

APN

PERMIT CONDITIONS

Certain Permit Requirements Apply

A. GENERAL

- 1. All permit applications should be submitted to the office of the ACPWA at least 30 days prior to proposed starting date.
- 2. Submit to ACPWA within 60 days of completion of permitted work the original Department of Water Resources Water Well Driller's Report or equivalent for well projects, or drilling logs and logplot sketch for geotechnical projects.
- 3. Permit is void if project not begun within 90 days of approval date.

B. WATER SUPPLY WELLS

- 1. Minimum surface seal thickness is two inches of cement grout placed by tremie.
- 2. Minimum seal depth is 30 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specifically approved.

C. GROUNDWATER MONITORING WELLS INCLUDING PIEZOMETERS

- 1. Minimum surface seal thickness is two inches of cement grout placed by tremie.
- 2. Minimum seal depth for monitoring wells is the maximum seal depth practicable or 20 feet.

D. GEOTECHNICAL

Backfill hole with noncompressible groutings or heavy concrete and upper two feet with compressed material. In areas of concern or suspected contamination, cement grout shall be used in place of noncompressible groutings.

E. CATHODIC

Fill hole above anode zone with concrete placed by tremie

F. WELL DESTRUCTION

See attached

G. SPECIAL CONDITIONS

APPLICANT'S SIGNATURE: [Signature]

Soils Description: [Blank]

Drilling Pump & Well Drilling, Inc.

542 9th Ave. San Leandro, CA 94576

WELL TYPE: [Blank]

WELL WATER USE: [Blank]

DRILLING METHOD: [Blank]

PERMIT TYPE: [Blank]

PROJECTS: [Blank]

TECHNICAL PROJECTS: [Blank]

PROPOSED STARTING DATE: [Blank]

PROPOSED COMPLETION DATE: [Blank]

APPLICANT'S SIGNATURE: [Signature]

DATE: 99-02-24

Inv. # 11078

Approved: [Signature]

FROM : Dejesus Pump and Well Drilling FAX NO. : 925-634-3422 Feb. 27 2001 02:51PM P2  
18/13/1999 08:35 9256343422 DEJESUS PUMP & WELL FULL MA

SEP 20 1999 10:45 AM

TO 915258343422 P.02-03

### ALABAMA COUNTY PUBLIC WORKS AGENCY

PERMITTING DIVISION  
151 PLUMMER COURT, SUITE 101, MOBILE, AL 36684-2651  
PHONE (904) 670-5500 FAX (904) 670-5262  
1515 PLUMMER AVENUE



## DRILLING PERMIT APPLICATION

FOR OFFICE USE  
**99WK603**  
PERMIT NUMBER  
WELL NUMBER  
APN

NAME OF PROPERTY: Dejesus Pump and Well Drilling  
ADDRESS: 1515 Plummer Ave  
CITY: Mobile  
STATE: AL  
ZIP: 36684  
COORDINATOR: [Signature]

PROJECT: Drilling  
P.O. BOX: 1515 Plummer Ave  
MOBILE, AL 36684

ISSUE TO: Dejesus Pump & Well Drilling, Inc  
1515 PLUMMER AVENUE  
MOBILE, AL 36684  
PHONE: 904-634-3422  
FAX: 904-634-3422

PROJECT LOCATION:  
Type of Construction:  Residential  Commercial  Industrial  
Purpose:  Water Supply  Sewer  Storm Drainage

WATER SUPPLY WELLS:  
Type:  Domestic  Industrial  Irrigation  
Depth:  10-20  20-30  30-40  40-50  50-60  60-70  70-80  80-90  90-100

CONSTRUCTION METHOD:  
Type:  Auger Cast  Rotary Drilled  Other

LICENSE NO: 1515

PROJECTS:  
Type:  New  Replacement  
Diameter: 4 Depth: 10  
Well Depth: 10 Number: 1

TECHNICAL PROJECTS:  
Type:  New  Replacement  
Diameter: 4 Depth: 10

START DATE: 10-7-99  
COMPLETION DATE: 10-7-99

- Ordinances Requiring Permits Apply
- A. GENERAL  
1. A permit application should be submitted 20 or to arrive at the ACPWA office five days prior to proposed starting date.  
2. Submit to ACPWA within 60 days after completion of permitted work the original Department of Water Resources Water Well Drillers Report or equivalent for well projects, or drilling logs and location sketch for geotechnical projects.  
3. Permit is void if project not begun within 90 days of approval date.
  - B. WATER SUPPLY WELLS  
1. Minimum surface seal thickness below inches of cement grout placed by tremie.  
2. Minimum seal depth is 50 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved.
  - C. GROUNDWATER MONITORING WELLS  
1. Minimum surface seal thickness is six inches of cement grout placed by tremie.  
2. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet.
  - D. GEOTECHNICAL  
1. Drill bore hole with compacted sandbags or heavy geotextile and upper five feet with compacted material. In cases of known or suspected contamination, treated cement grout shall be placed below compacted casing.  
2. Fill hole above annular zone with aggregate placed by tremie.
  - E. SPECIAL CONDITIONS  
See attached.

APPROVED: Frank L. Cobb DATE: 10-7-99

Note: We called & spoke to Marlon on 10-7-99 &

FROM : Dejesus Pump and Well Drilling FAX NO. : 925-634-3422

Feb. 27 2001 02:52PM P3

EXTRA PAGE. 001  
Note: We called & spoke to  
Marlon on 10-7-99 &  
received a verbal o.k.

SEP 22 1999 10:47 AM

TO 919256343422 P. 02/03

### ALABAMA WATERWORKS AGENCY

WATERWORKS AGENCY  
201 S. W. 10th Street, Mobile, AL 36688-2681  
PHONE (336) 670-5262 FAX (336) 670-5262

## PERMIT APPLICATION SPECIFICATION

### PERMIT INFORMATION

NAME OF PROJECT: Water Supply Well (3rd Well)

PERMIT NUMBER: 99WR002  
WELL NUMBER: \_\_\_\_\_  
APN: \_\_\_\_\_

FOR OFFICE USE

99WR002

### PERMIT CONDITIONS

Standard Permit Requirements Apply

- 1. GENERAL
  - 1. A permit application should be submitted so as to arrive at the ACPWA office five days prior to proposed starting date.
  - 2. Submit to ACPWA within 60 days after completion of submitted work the original Department of Water Resources Water Well Driller Reports or equivalent for well projects, or drilling logs and logsheet sketch for geotechnical projects.
  - 3. Permit is void if project not begun within 90 days of approval date.
- 2. WATER SUPPLY WELLS
  - 1. Minimum surface seal thickness is two inches of cement grout placed by trowel.
  - 2. Minimum seal depth is 30 feet for municipal and industrial wells or 20 feet for domestic and irrigation wells unless a lesser depth is specially approved.
- 3. GROUNDWATER MONITORING WELLS INCLUDING PIEZOMETERS
  - 1. Minimum surface seal thickness is two inches of cement grout placed by trowel.
  - 2. Minimum seal depth for monitoring wells is the maximum depth practicable or 20 feet.
- 4. GEOTECHNICAL
  - 1. Backfill bore hole with compacted fillings of heavy aggregate and upper two feet with cement grout material. In areas of known or suspected contamination, trowel cement grout shall be used in place of compacted fillings.
- 5. CATHODIC
  - 1. All holes above grade shall be with concrete placed by trowel.
- 6. WELL DESTRUCTION
  - 1. See attached.
- 7. SPECIAL CONDITIONS

**FIXED**  
1450199

APPROVED: Frank L. Cell DATE 11-13-99

PROJECT LOCATION: \_\_\_\_\_  
COUNTY: \_\_\_\_\_  
CITY/TOWN: \_\_\_\_\_  
STATE: \_\_\_\_\_

PROJECT TYPE: \_\_\_\_\_  
WELL TYPE: \_\_\_\_\_  
WELL DEPTH: \_\_\_\_\_

WATER SUPPLY WELLS: \_\_\_\_\_  
DOMESTIC:  REPLACEMENT DOMESTIC:   
INDUSTRIAL:  IRRIGATION:   
MUNICIPAL:  OTHER: \_\_\_\_\_

WELL METHOD: \_\_\_\_\_  
DRILLING:  AIR-DRIVEN:  AUGER:   
OTHER:  \_\_\_\_\_

LICENSE NO. \_\_\_\_\_

WELL DEPTH: \_\_\_\_\_  
Diameter: \_\_\_\_\_  
Number: \_\_\_\_\_  
Well Type: \_\_\_\_\_

WELL LOCATION: \_\_\_\_\_  
County: \_\_\_\_\_  
City/Town: \_\_\_\_\_

STARTING DATE: \_\_\_\_\_  
COMPLETION DATE: \_\_\_\_\_

FROM : Dejebus Pump and Well Drilling FAX NO. : 925-634-3422

Feb. 27 2001 02:53PM P4

OCT 01 1999 16:17 FR  
09/30/1999 16:58 9256343422

10 919256343422  
DEJEBUS PUMP & WELL

P.03/05  
PAGE 02

SEP 23 1999 16:47 FR

10 919256343422 P.02/03

### ALAMEDA COUNTY PUBLIC WORKS AGENCY

WATER RESOURCES SECTION  
501 TOWN OF COVINGTON, RUTHERFORD, CALIFORNIA 94505-7051  
PHONE (916) 278-2200 FAX (916) 278-2261  
COURT ROOM 400



#### PERMIT APPLICATION

FOR APPLICANT TO COMPLETE

FOR OFFICE USE

LOCATION OF PROJECT: 147 BERRY AVE., BERKELEY, CA

PERMIT NUMBER 99WR583  
WELL NUMBER \_\_\_\_\_  
APP# \_\_\_\_\_

(99WR583)

#### PERMIT CONDITIONS

Cycled Permit Requirements Apply

##### A. GENERAL

1. A permit application should be submitted to us as soon as the ACPWA office five days prior to proposed starting date.
2. Submit to ACPWA within 60 days after completion of permitting work the original Department of Water Resources Water Well Drilled Report or equivalent for well projects, or drilling logs and location sketch for geotechnical projects.
3. Permits to void if project not begun within 90 days of approval date.

##### B. WATER SUPPLY WELL

1. Minimum surface seal thickness is two inches of cement grout placed by profile.
2. Minimum seal depth is 20 feet for municipal and industrial wells or 10 feet for domestic and irrigation wells unless a lesser depth is specifically approved.

##### C. GROUNDWATER MONITORING WELLS INCLUDING PIEZOMETERS

1. Minimum surface seal thickness is two inches of cement grout placed by means.
2. Minimum seal depth for monitoring wells is the maximum depth practicable or 30 feet.

##### D. GEOTECHNICAL

Backfill bore holes with compacted bedding or heavy bentonite and upper half-foot with compacted material. In cases of known or suspected contamination, bonded cement grout shall be used to fill compacted bedding.

##### E. CATHODIC

All hole above ground shall be protected with cathodic placed b...

##### F. WELL DESTRUCTION

See notes.

##### G. SPECIAL CONDITIONS

County of Alameda: Alameda City of Berkeley: Berkeley

Soil Characteristics: CL-1 Phone: 925-841-1111

Contractor: Dejebus Pump & Well Drilling, Inc. Phone: 925-634-3422

2692 Bollinger Ave. Phone: 925-841-3394

Berkeley, CA Zip: 94711

PROJECT: Water Supply Well

Location: Berkeley Department: Water Resources

Well Type: Water Supply Construction: Drilled

Well Diameter: 4" Well Depth: 20'

Well Seal: Cement Well Construction: Drilled

WATER SUPPLY WELL USE

Domestic: 0 Public or Semi-Domestic: 0

Industrial: 0 Irrigation: 0

Other: 0

CONNECTIONS

Water Meter: 0 Maximum Depth: 20'

Well Diameter: 4" Well Number: 140718

Well Seal Depth: 20'

TECHNICAL PROJECTS

Construction: Drilled Maximum Depth: 20'

Well Diameter: 4" Well Number: 140718

WELL STARTING DATE: 10-07-99

WELL COMPLETION DATE: 10-07-99

INV # 140718

APPROVED: Frank C. Codd DATE: \_\_\_\_\_

**HARZA** Engineering Company

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**FAX**

To: *Eva Chui*  
Co: *Alameda County Board of Health*  
Fax: *510/337-9335*

From: *MARK LITZAU*  
Tel: *510/636-2140*  
Re: *Meek Orchard Plot Plan*  
Pages: 2 including cover page

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Please contact me if you have any questions or need additional information.

*EVA,*  
Following is the plot plan for  
Meek Orchard. Call me with questions.  
As I indicated, the developer is anxious  
to move forward with this project.

*- Mark Litzau*





May 23, 2000

00 MAY 25 AM 10:14

Ms. Eva Chu  
Alameda County Health Agency  
1131 Harbor Parkway, 2<sup>nd</sup> Floor  
Alameda, CA 94502

Re: Confirmation Soil Sampling Results  
147 Berry Avenue  
Hayward, CA 94502  
Harza Project No.: M174EC

*Joe* a should resample for chlordane  
at west quadrant <sup>where Greenhouse</sup> <sup>2, 4 and 5 were</sup> <sup>in 1985</sup>  
6: into 1 sample had 0.63 ppm  
chlordane.  $6 \times 0.63 > PRC$

Dear Ms. Chu:

Attached is the report and laboratory analysis for confirmation soil sampling at the former Meek Orchard in Hayward, California. Based on the results of this recent sampling event, it is our opinion that no further action is necessary at this site.

*What will foot print of building look like? Or what is proposed in this area.*

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Harza Engineering Company, Inc.



Mark C. Nitzau  
Regional Manager  
Environmental and Regulatory Services

*These sample look like from former Greenhouse 6, 7, 8.*

*No thing are from Greenhouse 3, 4, 5*

*510 636-2140*

*per M. Nitzau*

*Gary Reilly*

*1/12/00 Spoke w/ Bob Spore. He will check status of project*

August 9, 1999

Mr. Richard Marcoux  
Greystone Homes  
920 Hillview Court, Suite 280  
Milpitas, CA 95035-4500

Re: Site Re-inspection for Potential Asbestos Containing Material and Lead Based Paint  
103 Orchard Avenue Site, Hayward, California  
*Harza Project No.: M174-EC*

Dear Mr. Marcoux:

Harza Engineering Company is pleased to present the results of our site re-inspection and Asbestos Report Review performed at the above referenced site. The site re-inspection was performed on Monday, August 2, 1999 and consisted of a visual inspection of the property and facilities for potential asbestos containing materials and lead based paint. The purpose of this investigation was to verify the completeness of the McLaren/Hart report entitled *Non-destructive Asbestos Survey Results and Radon Survey Summary for the Property located at 103 Orchard Avenue, Hayward, California*, dated August 1, 1997. Additionally, the purpose of this investigation was to evaluate the condition of any potentially lead-based paint.

This investigation did not identify any potential asbestos containing materials (ACM) previously identified in the McLaren/Hart report. Paint conditions at the subject site were good and should not be a concern.

The findings of the McLaren/Hart report are briefly summarized below. No friable ACM were identified in the McLaren/Hart report. Approximately 18,000 square feet of roofing material was identified as non-friable ACM. These materials are not considered friable and do not have to be removed prior to demolition of the facilities; however, handling of this material must be performed by a Cal-OSHA registered asbestos contractor. Additionally approximately 17,500 of wall system were identified as containing trace amounts of asbestos. These wall systems are found in the office areas at the eastern end of the facilities. Although these materials are not regulated ACM, handling of this material must be performed by a Cal-OSHA registered asbestos contractor.

If you have any questions or require further information please feel free to contact me.

Sincerely,

**Harza Engineering Company**

Mark Litzau  
Manager of Environmental Services

CC:ll  
Copies: Addressee (1)

July 30, 1999

Mr. Rick Marcoux  
Greystone Homes  
920 Hillview Court, Suite 280  
Milpitas, CA 95035

Re: Asbestos Containing Construction Debris  
Orchard Avenue Sites  
*Harza Project No.: M174-EC*

Dear Mr. Marcoux:

Per your request Harza Engineering Company has contacted landfills in the Bay Area regarding disposal of hazardous and non-hazardous asbestos containing material (ACM). The Altamount Landfill and the Vasco Road Sanitary Landfill, both located in Livermore, California, will accept non-hazardous ACM.

Requirements for acceptance of non-hazardous ACM at Vasco Road include the completion of a waste profile form. The cost of disposal is \$40 per ton. Requirements for acceptance of non-hazardous ACM at Altamount include the completion of a waste profile form and wrapping and sealing the material in a bag of at least 6mm plastic. The rate for disposal is \$25 per cubic yard.

The Altamount Landfill also accepts regulated hazardous ACM. Requirements for acceptance of regulated ACM include the completion of a waste profile form, moistening the material, and double bagging the material in at least 6mm plastic. The cost of disposal for regulated ACM is \$25 per cubic yard.

Waste profile forms must be completed, returned to the landfill, and approved by the landfill prior to acceptance of waste. Copies of the waste profile forms for non-hazardous and hazardous ACM as well as one for construction debris can be obtain from the landfills. Harza will be happy to assist you in completing these forms if you so desire. If you have any questions or require additional information please do not hesitate to contact me.

Sincerely,

Harza Engineering Company

Mark C. Litzau  
Manager, Environmental services

CC:ll  
Copies: Addressee (1)

M174ECLT.001  
07/30/99

July 28, 1999

Ms. Sue Shaffer  
Greystone Homes  
920 Hillview Court, Suite 280  
Milpitas, California 95035

Re: Proposal for Magnetometer Survey  
Orchard Avenue Site, Hayward, California  
*Harza Project No.: M174-E*

Dear Ms. Shaffer:

Harza Engineering Company (Harza) is pleased to submit this proposal to conduct a magnetometer survey at the Orchard Avenue Site in Hayward, California. The purpose of the investigation is to determine the potential existence and location of any underground storage tanks (UST) at 112 Berry Avenue. It is our understanding that historical site activities at 112 Berry Avenue may have included the temporary storage of pesticides in USTs for distribution to local farmers.

### **SCOPE OF SERVICES**

Our scope of work will include interviews with individuals familiar with the site history in order to determine potential locations of historical USTs. Harza will coordinate with subcontractor to perform a magnetometer survey at 112 Berry Avenue. At the completion of field activities, a letter report presenting the results of our investigation will be submitted.

Preliminary conversations with the former site owner indicate that historic USTs may be located beneath the current warehouse that fronts Berry Avenue. Due to the structural nature of the warehouse floor and the inherent limitations of a magnetometer, the survey will be performed after the demolition and removal of all site buildings.

Please note that this is a preliminary study to evaluate the possible presence of USTs. If evidence of any potential USTs is found, we will contact you to discuss the need for sampling and testing of soil and/or ground water to determine the potential impact due to the USTs.

**FEE ARRANGEMENTS**

Our investigation will be performed for the fixed price of \$3,500 in accordance with the attached General Conditions and Schedule of Charges.

We thank you for consideration of our firm and look forward to being of service to you on this project. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

**Harza Engineering Company**

Mark C. Litzau  
Regional Manager,  
Environmental and Regulatory Services

Patrick Stevens, P.E., G.E.  
Senior Partner

MCL\PS:sj/encl.  
Copies: Addressee (2)

**Proposal Acceptance**

*If you approve of this proposal's scope of work and cost estimate, please sign and return one copy to Harza at your earliest convenience.*

Accepted By: \_\_\_\_\_

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

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

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

*Please indicate with an "X" if you require that Harza obtain chain-of-title documents:*

GENERAL CONDITIONS - Harza Consulting Engineers and Scientists

TERMS

Invoices for services will be submitted at Harza Consulting Engineers and Scientists (Harza) option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the 10th day following the end of the month during which the invoice is dated.

SAMPLES

All geotechnical samples of soil and rock will be destroyed 30 days after issuance of our report unless CLIENT advises Harza otherwise. Upon request, Harza will deliver samples to CLIENT at CLIENT's expense, or Harza will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY

CLIENT shall provide for Harza's right to enter from time to time property owned by CLIENT and/or other(s) in order for Harza to fulfill the scope of services indicated hereunder. Harza will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If Harza is asked to restore the property, Harza will charge an additional amount to so restore the property.

BURIED UTILITIES

CLIENT will furnish to Harza information identifying the type and location of utility lines and other man-made objects beneath the site's surface. Harza will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against Harza and to defend, indemnify and hold Harza harmless from any claim or liability for injury or loss allegedly arising from Harza's damaging underground utilities or other man-made objects that were not called to Harza's attention or which were not properly located on plans furnished to Harza.

LIMITATIONS OF LIABILITY

CLIENT hereby agrees that, to the fullest extent permitted by law, Harza's total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation attorneys' fees and costs, arising out of or in any way relating to the project, the site or this agreement from any cause or causes including but not limited to Harza's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of Harza under this contract or \$50,000 whichever is greater.

NO SPECIAL OR CONSEQUENTIAL DAMAGES

CLIENT and Harza agree that, to the fullest extent permitted by law, Harza shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused by Harza's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever up to \$1,000,000 on consequential damages.

INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold Harza, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to Harza's reports or recommendations concerning this AGREEMENT, Harza's presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided that CLIENT shall not indemnify Harza against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of Harza, its agents, subcontractors or employees.



GENERAL CONDITIONS - Harza Consulting Engineers and Scientists  
(continued)

GENERAL LIABILITY INSURANCE AND LIMITATION

Harza is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance), and by Commercial General Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. Harza assumes the risk of damage to its own supplies and equipment proximately resulting from Harza's sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon Harza or requires further insurance coverage, Harza, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but Harza shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of Harza's insurance.

STANDARD OF CARE

Services performed by Harza under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

If pollutants are discovered that pose unanticipated risks while Harza is performing these services, it is hereby agreed that the scope of services, schedule and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Harza shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for Harza to take immediate measures to protect health and safety. Harza agrees to notify CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes Harza to take measures that in Harza's sole judgement are justified to preserve and protect the health and safety of Harza's personnel and the public. CLIENT agrees to compensate Harza for the additional cost of working to protect employee's and the public health and safety.

AQUIFER CONTAMINATION

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which ENGINEER will perform on CLIENT's behalf, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

DISPUTES

If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorneys' fees and other claim-related expenses.

# HARZA

## 1999 SCHEDULE OF CHARGES

### PERSONNEL CHARGES

Subject to periodic modifications.

#### HOURLY RATE SCHEDULE

		<u>Hour</u>	
<b>Professional Employees</b>	Principal Engineer		
	Engineering, Consultations	\$150.00	
	Expert Testimony, Deposition	250.00	
	Senior Geotechnical Engineering and Manager		
	Engineering Consultations	\$150.00	
	Expert Testimony, Deposition	\$250.00	
	Senior Engineering Geologist and Manager		
	Engineering Consultations	125.00	
	Expert Testimony, Deposition	250.00	
	Project Manager	110.00	
<b>Union Employees</b>	Project Engineer/Geologist/Technician Supervisor	95.00	
	Construction/Storm Water Management Specialist	85.00	
	Staff Engineer/Geologist	75.00	
	Engineering Technician		
	- Straight Time	70.00	
	- Overtime	95.00	
	<b>Support Staff</b>	<u>Office</u>	
		Technical Support	60.00
		Computer/Word Processor per hour	10.00
		CADD Operator	75.00
Computer/CADD		15.00	
<b>Field Equipment</b>	Engineers', Geologists', or Engineering Technicians' Field Vehicle, Testing Equipment per hour	12.00	

### MISCELLANEOUS CHARGES

Special and consultant fees, computer programs, permits, insurance, fares, telegrams, shipping, equipment and other similar project-related costs, drilling and analytical laboratory services performed for Harza, and special equipment such as seismograph, magnetometer, vibroground resistivity meter, slope inclinometer, photonization detector or combustible gas detector, travel expenses, meals and lodging are billed at cost plus 15 percent. Miscellaneous communication and reproduction costs are billed at a rate of 3 percent of the total charges.

November 2, 1998

Ms. Madhulla Logan  
Alameda County Health Agency  
1131 Harbor Bay Parkway, 2nd Floor  
Alameda, California 94502

Re: Meek Orchard Property  
Hayward, California  
*Project No: M174-EB*

Dear Ms. Logan:

At the request of Mr. Hugh Murphy of the Hayward Fire Department, we are submitting copies for your review of our *Phase I Preliminary Site Assessment* report and *Additional Environmental Services* letter for the above-referenced site. These documents present a summary of our investigations and conclusions regarding site development.

Based on the results of our investigations, chromium was reported above the residential PRG in one sample and dieldrin was reported slightly above the residential PRG in one sample. As indicated in our *Additional Environmental Services* letter dated July 16, 1998, the low level of dieldrin reported will be dispersed with normal construction activities, and the area and shallow soils around the location of the sample containing chromium will be scraped and material properly disposed. In conclusion, other than the aforementioned chromium and its proper disposal, our investigation did not reveal the presence of any significant environmental concern that would preclude development of the site.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

**Harza Engineering Company of California**

Mark C. Litzau  
Manager, Environmental Services

TM:ch/encl.

Copies: Addressee (1)  
Mr. Tom Simonson (Greystone Homes - 1 Cover Letter Only)

M174EBLT.002  
11/02/98

July 9, 1998

Mr. Don Lapidus  
Greystone Homes  
920 Hillview Court #280  
Milpitas, California 95035

Re: Proposal For Preliminary Geotechnical Investigation  
Meek Orchard Tract, Hayward, California  
*Project No.: M174-G*

Dear Mr. Lapidus:

In accordance with your request, we are pleased to submit this cost estimate to perform a geotechnical investigation for the Meek Orchard Tract, located in Hayward, California. Our estimate is based on 1) the project information provided by you, 2) our previous work on similar projects, and 3) a cursory review of available published and unpublished soil and geologic data on the immediate site area.

#### **1.0 PROJECT DESCRIPTION**

It is our understanding that the project will consist of the development of single family one and two story homes. The proposed development will have dimensions of approximately 1200 feet by 350 feet.

#### **2.0 PRELIMINARY FEASIBILITY INVESTIGATION**

Preparation of an initial preliminary geotechnical feasibility investigation. The feasibility will include a site surficial reconnaissance, limited laboratory testing and review of available published and unpublished documentation preparation and submittal of a writing report.

#### **3.0 DETAILED GEOTECHNICAL INVESTIGATION**

We propose the following scope of work for our detailed geotechnical investigation:

- 3.1 A review of previous investigations performed for the adjacent property and other available geotechnical and geological data.

3.2 A subsurface exploration program under the direction of our geotechnical engineer who would supervise, log, and sample four borings drilled to a depths of about 15 to 40 feet. We plan to perform the borings evenly distributed throughout the site.

Standard penetration resistance would be determined at approximately 5- to 10-foot depth increments. The standard penetration resistance has the dual advantage that the blow count obtained permits a rough correlation with the relative density of sand and the shear strength of clays.

Relatively undisturbed samples will be recovered from various depths in the boring using the Modified California Sampler to help determine strength and compressibility characteristics of the subsurface materials.

3.3 Laboratory testing of selected samples recovered from the exploratory boring. These tests would include, as appropriate:

- Classification and index tests such as sieve analysis and Atterberg Limits determinations.
- Moisture content and dry density determinations to aid in the qualitative evaluation of the soil types encountered and their strength characteristics.
- Strength tests to provide data for bearing capacity analyses.
- An R-Value test would be performed on bulk samples of soils to provide data for pavement designs.
- Corrosion tests such as pH, resistivity and soluble sulfate testing to determine the corrosive characteristics of the upper 5 feet of subgrade.

3.4 Geotechnical engineering analysis and evaluation of the field and laboratory test data in order to provide earthwork and foundation recommendations for the proposed development.

3.5 Submittal of a geotechnical investigation report presenting, as applicable, but not necessarily limited to the following:

- Description of physical properties and characteristics of the subsurface soils including groundwater level.
- A discussion of the site geology, seismicity, faulting and an assessment of the liquefaction potential for the site.
- A discussion of the corrosion potential of the surficial soils.
- Recommendations for excavation and site earthwork including procedures for subgrade preparation and proper placement of fill and backfill.
- Foundation design recommendations for the proposed building addition, including applicable bearing capacities. Passive resistance of soil against the foundation and coefficient of friction between the soil and foundations for seismic design, as appropriate.
- Discussion of probable total and differential settlements of the recommended foundation type.
- Guide specifications for earthwork and asphalt concrete pavement.
- Parking and access area pavement designs for both asphalt and concrete pavement.

The above scope of service does not include plan review and earthwork and foundation observations during the construction phase of this project. However, we suggest that plan review and construction observation costs be included in the project budget.

#### **4.0 COSTS**

The fee for our initial feasibility investigation was \$ 1400. The fee for our geotechnical investigation at the site will be an additional \$ 5800 for a total cost of \$7200

Additional consultation services which are beyond the scope of this proposal will be provided on request or authorization on a "time and materials" basis.

If you approve of the scope, cost and attached General Conditions and Schedule of Charges, please sign one copy of this proposal, and return it to our office. We would start our studies within one to two days after receiving your authorization to proceed, and will require about three weeks to complete our studies. Preliminary information from the design level geotechnical investigation would be available three to four days after completion of the field portion of the studies.

We thank you for selection Harza and look forward to being of service to you in the development of the proposed project. In the meantime, should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

**Harza Engineering Company of California**

Patrick Stevens, P.E., G.E.  
Vice President

Copies: Addressee (2)  
DK/PS:mac\encl.

**Proposal Acceptance**

*If you approve of this proposal's scope of work and cost estimate, please sign and return one copy to Harza at your earliest convenience.*

Accepted By: \_\_\_\_\_

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

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

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

**Professional Liability**

\_\_\_\_\_ CLIENT requests increase of limit of professional liability to \$1,000,000 and agrees to pay the additional consideration of 5% total fee. If this item is not initialed, CLIENT agrees to limit liability to \$50,000 or fee as described in the General Conditions.

GENERAL CONDITIONS - Harza Consulting Engineers and Scientists

TERMS

Invoices for services will be submitted at Harza Consulting Engineers and Scientists (Harza) option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the 10th day following the end of the month during which the invoice is dated.

SAMPLES

All geotechnical samples of soil and rock will be destroyed 30 days after issuance of our report unless CLIENT advises Harza otherwise. Upon request, Harza will deliver samples to CLIENT at CLIENT's expense, or Harza will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY

CLIENT shall provide for Harza's right to enter from time to time property owned by CLIENT and/or other(s) in order for Harza to fulfill the scope of services indicated hereunder. Harza will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If Harza is asked to restore the property, Harza will charge an additional amount to so restore the property.

BURIED UTILITIES

CLIENT will furnish to Harza information identifying the type and location of utility lines and other man-made objects beneath the site's surface. Harza will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against Harza and to defend, indemnify and hold Harza harmless from any claim or liability for injury or loss allegedly arising from Harza's damaging underground utilities or other man-made objects that were not called to Harza's attention or which were not properly located on plans furnished to Harza.

LIMITATIONS OF LIABILITY

CLIENT hereby agrees that, to the fullest extent permitted by law, Harza's total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation attorneys' fees and costs, arising out of or in any way relating to the project, the site or this agreement from any cause or causes including but not limited to Harza's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the greater of the total amount paid by the CLIENT for the services of Harza under this contract or \$50,000 whichever is greater.

NO SPECIAL OR CONSEQUENTIAL DAMAGES

CLIENT and Harza agree that, to the fullest extent permitted by law, Harza shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused by Harza's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever up to \$1,000,000 on consequential damages.

INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold Harza, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to Harza's reports or recommendations concerning this AGREEMENT, Harza's presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided that CLIENT shall not indemnify Harza against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of Harza, its agents, subcontractors or employees.



GENERAL CONDITIONS - Harza Consulting Engineers and Scientists  
(continued)

**GENERAL LIABILITY INSURANCE AND LIMITATION**

Harza is protected by Worker's Compensation Insurance (and/or Employers' Liability Insurance), and by Commercial General Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. Harza assumes the risk of damage to its own supplies and equipment proximately resulting from Harza's sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon Harza or requires further insurance coverage, Harza, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but Harza shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of Harza's insurance.

**STANDARD OF CARE**

Services performed by Harza under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

If pollutants are discovered that pose unanticipated risks while Harza is performing these services, it is hereby agreed that the scope of services, schedule and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that Harza shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for Harza to take immediate measures to protect health and safety. Harza agrees to notify CLIENT as soon as practically possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes Harza to take measures that in Harza's sole judgement are justified to preserve and protect the health and safety of Harza's personnel and the public. CLIENT agrees to compensate Harza for the additional cost of working to protect employee's and the public health and safety.

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**DISPUTES**

If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorneys' fees and other claim-related expenses.

# HARZA

## SCHEDULE OF CHARGES

### PERSONNEL CHARGES

Subject to periodic modifications.

#### HOURLY RATE SCHEDULE

		<u>Hour</u>
<b>Professional Employees</b>	Principal Geotechnical Engineer	
	Engineering, Consultations	\$150.00
	Expert Testimony, Deposition	250.00
	Senior Geotechnical Engineer/	
	Engineering Consultations	125.00
	Expert Testimony, Deposition	250.00
	Project Manager	
	Field/Lab Services Manager	110.00
	Project Engineer/Geologist	95.00
	Construction/Storm Water Management	
Specialist	85.00	
Staff Engineer	75.00	
<b>Union Employees</b>	Engineering Technician	
	- Straight Time	70.00
	- Overtime	95.00
<b>Support Staff</b>	<u>Office</u>	
	Technical Support	60.00
	Computer/Word Processor per hour	10.00
	CADD Operator	75.00
	Computer/CADD	15.00
<b>Field Equipment</b>	Engineers' Geologist or Engineering	
	Technicians' Field Vehicle, Testing	
	Equipment per hour	12.00

### MISCELLANEOUS CHARGES

Special and consultant fees, computer programs, permits, insurance, fares, telegrams, shipping, equipment and other similar project-related costs, drilling and analytical laboratory services, performed for Harza special equipment such as seismograph, magnetometer, vibroground resistivity meter, slope inclinometer, photonization detector or combustible gas detector, travel expenses, meals and lodging are billed at cost plus 15 percent. Miscellaneous communication and reproduction costs are billed at a rate of 3 percent of the total charges.

June 3, 1998

Mr. Tom Simonson  
Greystone Homes  
920 Hillview Court, Suite 280  
Milpitas, California 95035

Re: Proposal for Phase II Site Assessment  
Proposed Residential Development between Orchard and Berry Avenues  
Hayward, California  
*Project No.: M174-E*

Dear Mr. Simonson:

Harza Engineering Company (Harza) is pleased to submit this proposal to perform a Phase II site assessment at the above-referenced site. The scope of work presented in this proposal is based on information obtained during the course of performing our Phase I preliminary site assessment (PSA) for the site.

## **BACKGROUND**

It is our understanding that Greystone Homes is planning to purchase an approximate 9.5-acre site located between Orchard Avenue and Berry Avenue in Hayward, California, for residential development and associated public streets. The northern portion of the site is currently occupied by vacant warehouse buildings, the central portion appears to be vacant and is overgrown with vegetation, and the southern portion of the site is occupied by warehouses and offices associated with a retail importing business as well as two occupied residences.

The earliest available aerial photographs from the site date back to 1947. In these photographs, an orchard occupies the northern 2/3 of the site, and a residence is visible in the northeast corner of the site. The remainder of the site is occupied by two residences and associated agricultural land in the southern portion of the site. The first industrial buildings in the northwestern portion of the site were visible in the photographs from 1954 and in the southwestern portion of the site in the photographs from 1959.

## **SCOPE OF SERVICES**

Based on preliminary results from our firm's PSA, we would recommend the following as part of a phase II investigation at the site.

### Previous Agricultural Use

To evaluate the potential impact of agricultural use of the site eight shallow soil samples will be collected in the vacant, unpaved portion of the property. The samples will be composited into two samples at the laboratory and analyzed for organochlorine pesticides.

### Previous Industrial Use

One of the composite samples collected for pesticide analysis will be analyzed for additional contaminants including petroleum hydrocarbons, volatile organic compounds (VOCs), and metals to evaluate the potential impact of industrial use of the western central portion of the site.

### Etching Room

If access permits, two shallow soil samples will be collected from below the floor of what was formerly used as an etching room in the buildings located in the southwestern portion of the site. The samples will be analyzed for metals and VOCs.

### Additional Concerns

Because residential structures have been identified at the site since at least the 1940s the potential exists for heating oil or fuel underground storage tanks at the site. A magnetometer survey of the site would assist in evaluating the presence of such subsurface features. In addition, our review of historical city directories indicated that the Texas Oil Company (Texaco) was located where Orchard Avenue meets the railroad tracks. The implications of this occupancy are not known, but may promote additional research into the potential for petroleum hydrocarbon contamination in the northwest portion of the site. Finally, it has been our experience that older buildings may have asbestos-containing materials or lead-based paints. These issues may be addressed by an industrial hygienist.

## **FEE ARRANGEMENTS**

All work will be performed on a lump sum basis in accordance with the previously submitted General Conditions and Schedule of Charges. Our Phase II investigation will be performed for the fixed price of \$7,250.

## **SCHEDULE**

We will require about three weeks to complete our investigation following receipt of your authorization to proceed. We will verbally report significant findings to you as quickly as possible.

## **LIMITATIONS**

The scope of work proposed for this investigation is designed to evaluate the potential for environmental problems at the site. It should be recognized that some limitations are inherent in the evaluation of subsurface conditions, and that certain conditions may not be detected. In addition, site conditions can change rapidly due to natural occurrences or human intervention. Thus, this investigation cannot provide a guarantee that all possible on-site contamination will be discovered.

We thank you for consideration of our firm and look forward to being of service to you on this project. Should you have any questions or require additional information, please contact us.

Sincerely,

**Harza Engineering Company**

Mark C. Litzau  
Manager, Environmental Services

Patrick Stevens, P.E., G.E.  
Vice President

TM:sj\encl.  
Copies: Addressee (2)

**Proposal Acceptance**

*If you approve of this proposal's scope of work and cost estimate, please sign and return one copy to Harza at your earliest convenience.*

Accepted By: \_\_\_\_\_

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

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

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

GENERAL CONDITIONS - Harza Consulting Engineers and Scientists

**TERMS**

Invoices for services will be submitted at Harza Consulting Engineers and Scientists (Harza) option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the 10th day following the end of the month during which the invoice is dated.

**SAMPLES**

All geotechnical samples of soil and rock will be destroyed 30 days after issuance of our report unless CLIENT advises Harza otherwise. Upon request, Harza will deliver samples to CLIENT at CLIENT's expense, or Harza will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

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GENERAL CONDITIONS - Harza Consulting Engineers and Scientists  
(continued)

**GENERAL LIABILITY INSURANCE AND LIMITATION**

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# HARZA

## SCHEDULE OF CHARGES

### PERSONNEL CHARGES

Subject to periodic modifications.

#### HOURLY RATE SCHEDULE

		<u>Hour</u>
<b>Professional Employees</b>	Principal Geotechnical Engineer	
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	Senior Geotechnical Engineer/	
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	Project Manager	
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	Construction/Storm Water Management	
Specialist	85.00	
Staff Engineer	75.00	
<b>Union Employees</b>	Engineering Technician	
	- Straight Time	70.00
	- Overtime	95.00
<b>Support Staff</b>	<u>Office</u>	
	Technical Support	60.00
	Computer/Word Processor per hour	10.00
	CADD Operator	75.00
	Computer/CADD	15.00
<b>Field Equipment</b>	Engineers' Geologist or Engineering	
	Technicians' Field Vehicle, Testing	
	Equipment per hour	12.00

### MISCELLANEOUS CHARGES

Special and consultant fees, computer programs, permits, insurance, fares, telegrams, shipping, equipment and other similar project-related costs, drilling and analytical laboratory services, performed for Harza special equipment such as seismograph, magnetometer, vibroground resistivity meter, slope inclinometer, photonization detector or combustible gas detector, travel expenses, meals and lodging are billed at cost plus 15 percent. Miscellaneous communication and reproduction costs are billed at a rate of 3 percent of the total charges.



## Fire Department

September 16, 1992



Mr. Stan Naruo  
Naruo Nursery, Inc.  
147 Berry Avenue  
Hayward, CA 94544

**SUBJECT: Underground Storage Tank Removal  
Naruo Nursery  
147 Berry Avenue  
Hayward, CA 94544**

Dear Mr. Naruo:

When underground storage tanks are removed, whether for permanent site closure or tank replacement, the property owner is to demonstrate that no unauthorized release from the tank system has occurred.

KTW and Associates has submitted a tank closure report for the removal of one (1) 750 gallon and one (1) 500 gallon fuel tank from the facility listed above. The Hayward Fire Department, as agent for the San Francisco Regional Water Quality Control Board staff (RWQCB), has reviewed this report. While there were detectable levels of total petroleum hydrocarbons as diesel (THPD) in the backfill materials, no detectable levels of the constituents of concern were reported in the samples collected beneath the tanks. Therefore, based on the information available for this site, further investigation is not necessary at this time. It is important to note that additional work could be required if conditions change or a water quality threat is discovered at the site.

Thank you for your cooperation in this matter and do not hesitate to contact me at 293-8695 if additional information or clarification is necessary.

Sincerely,

A handwritten signature in black ink that reads "Jay Swardenski".

Jay Swardenski  
Hazardous Materials Investigator

cc: Eddie So, CRWQCB  
Hugh Murphy, Environmental Specialist