

**SITE INC.**

**PROJECT CONTRACT**

**AT**

**CUROCO STEEL SYSTEMS  
536 CLEVELAND AVENUE  
ALBANY, CA. 94710**

**FOR**

**ENVIRON  
MARKETPLACE TOWER  
5820 SHELLMOUND STREET, SUITE 700  
EMERYVILLE, CA. 94608**

**PREPARED**

**BY**

**SITE INC.  
1240 BAYSHORE HWY., #305  
BURLINGAME, CALIFORNIA 94010  
(415) 348-5505**

**SUBCONTRACTOR: ENSOTECH INC.**

**OCTOBER 24, 1990**

**SHAWN SABHARWAL  
Preparer's Name**

## SCOPE OF WORK

1. Prepare a Remedial Action Plan and a Site Safety Plan for submittal to ENVIRON for information purposes only
2. Coordinate with ENVIRON regarding the treatment procedure. Soil treatment levels will be determined by landfill acceptance criteria. The majority of the soil will be treated and sent to a Class III landfill, though a highly contaminated portion will be sent to a Class I landfill with no pretreatment.
3. Perform on-site treatment of soil contaminated with Cr, Pb, and Zn using Ensotech's LANDTREAT/ENSOL process.
4. Composite soil samples will be taken for each fifty cubic yards of soil treated and will be analyzed using EPA Methods 3050, 6010, and the California WET test (metals analysis). Analysis will be performed by Ensotech's California State Certified Hazardous Waste Analytical Laboratory (License No. 1239).
5. Following complete treatment, the soil will be stockpiled on the property. After sampling and analysis the soil will be transported to an appropriate landfill (Class I or Class III). The site will then be backfilled with clean imported soil and compacted to 90% ASTM. Equipment and supplies will be decontaminated and removed promptly.
6. A written Final Project Report summarizing implementation of the scope of work and available site data will be prepared and submitted to ENVIRON and CUROCO.

## COST OF WORK

It is estimated that approximately \_\_\_\_\_ cubic yards of soil contaminated with Cr, Pb, and Zn and \_\_\_\_\_ cubic yards of soil contaminated with Petroleum Hydrocarbons will require treatment.

The project will be undertaken on a per cubic yard basis using Ensotech's LANDTREAT/ENSOL process in conjunction with the Mobile Environmental Treatment System (METS). The cost will be \$145 per cubic yard for treatment of metals contamination and \$75 for hydrocarbon treatment. The client will be billed for the actual amount treated. The actual volume to be treated will be determined by pretreated stockpile geometry. The volume will be agreed upon with the client's representative prior to starting remediation. Other contractual costs associated with this project appear in Appendix A.

## **PAYMENT SCHEDULE**

30% of the total project cost is required in advance.

50% of the total cost after completion of the work.

20% of the total project cost will be due upon submission of the Final Report.

Unless otherwise indicated, the sum(s) billed shall become past due fifteen (15) days from date of invoice and a finance charge of 1.5% per month (18% annual percentage rate) shall be charged from the date of invoice. Reasonable attorney and court fees shall be charged in the event any legal action or proceeding for collection is instituted by Ensotech, Inc.

## **CONDITIONS OF WORK**

Ensotech, Inc. will furnish all chemicals, equipment, and labor required to undertake the work as described in the scope of work. Client will be responsible for providing safe access to the site, an unobstructed treatment area, parking and storage areas for Ensotech equipment and materials, and utilities. Additionally, client will be responsible for securing the premises, installing safety fencing, and restricting access, if required. Ensotech will not be responsible for any asphalt repair or damage resulting from the use of heavy equipment.

## TREATMENT PROCEDURE

The Site Supervisor will delineate the treatment area, decontamination area, treated and untreated soil storage areas and chemical and equipment storage areas. The treatment area and hydrogen peroxide storage area will each be bermed to prevent any chemical constituents, liquid or soil from migrating off site. The perimeter fence will be covered with plastic and safety placards where found necessary.

A plastic overlay will be placed over the treatment area to protect any underlying pavement and soil. Sand bags will be placed on top of visqueen around the treatment area to prevent run-off.

The soil brought in for treatment will be divided into 50 cubic yard piles. The same will be done with treated soil. In case of rain, all these piles will be immediately covered with plastic or visqueen.

Treated material will be stockpiled and allowed to stand for 24 hours. Samples will then be taken and the pile retreated if necessary. There is no additional charge for retreatment to meet Class III requirements for the designated portion of soil (not inclusive of top soil). Quality control during the treatment is maintained by field tests and laboratory analysis.

## SAMPLING PROCEDURES

### General Procedures

Representative soil samples will be taken during the treatment process to check remediation progress. After the treatment is completed, final samples will be taken. All samples will be labeled, duly noted on chain-of-custody forms, and kept chilled until transported to the laboratory.

### Sample Containers

Sample containers used are metal sleeves with plastic end caps and/or glass jars with teflon lined lids. After the sample is collected and the lid is on, it is sealed with silicone tape. All samples are labeled with permanent markers on plastic coated labels. Label information is as follows:

Company name and address  
Field identification number  
Lab identification number  
Date  
Time sampled  
Location  
Collectors signature

#### Chain of Custody

Chain of custody forms are filled out each day for the samples collected and given to the Ensotech laboratory with the samples. The forms include the following information:

Contact person and phone number  
Client name and address  
Site name and address  
Laboratory #  
Field #  
Date sampled  
Time sampled  
Type of sample  
Priority ranking  
Sample description and location  
Number of containers  
Analyses required  
Field observations

#### **PERSONNEL ALLOCATION**

The project manager has complete responsibility for the timely and orderly

completion of the project. A health and safety officer would also conduct frequent surprise visits to the site to ensure that the crew is in complete compliance with the CAL/OSHA requirements. All on-site personnel have received 40 Hour OSHA Hazardous Materials Training. A Site Foreman will supervise a field crew, and will be on-site at all times while the crew is working.

## **QUALITY CONTROL**

Quality control during treatment is maintained by a combination of on-site testing and laboratory analysis. The soil samples are analyzed by the appropriate EPA approved methods for the contaminants of concern. Sampling and analysis is performed by qualified employees of Ensotech, Inc. Ensotech is certified by the Department of Health Services for hazardous waste analysis (Certificate # 1 239).

## **ON SITE HEALTH AND SAFETY PROCEDURES**

### General

All substances that are known or suspect at the site will be evaluated and primary hazards of each will be identified.

### Chain of Command

Specific personnel will be designated to carry out specific job functions on site. All activities on site will be cleared through the project team leader (site foreman). All personnel arriving or departing the site will log in and out with the record keeper.

### Personnel Protection

Based on evaluation of potential hazards various levels of personal protection will be designated for the applicable work areas or tasks.

While working with LANDTREAT and ENSOL, the treatment crew in the

exclusion zone wears level C protection which consists of polyvinyl chloride lined Tyvek suits, protective eye goggles, neoprene gloves, hard hats, steel toed boots and combination chemical cartridge respirator. Caution will be taken to prevent exposure of personnel to contaminated soil, or the peroxide in either concentrated (50%) or diluted (10%) form by use of level C Personal Protective Equipment. Individuals working with concentrated peroxide will take added precautions by wearing PVC coated slicker suits and full face shields in addition to eye goggles, neoprene gloves, hard hats, steel toed rubber boots and respirators (or full face respirator in place of goggles, face shield and half face respirator).

ENSOL is not flammable but can initiate spontaneous combustion of paper, wood, cloth, and other organic materials. Berms shall be built around storage area to contain leaks or spills. Spills will be diluted and flushed with large amounts of water. All full or partial drums of hydrogen peroxide will be protected from direct solar exposure during storage. Storage containers will be vented to prevent over pressurization. The site foreman will verify safe handling and storage of hydrogen peroxide. No changes to the specified level of protection will be made without approval of site safety officer and the project manager.

### Safety Equipment

A site safety cart will be available at the site which consists of emergency eye wash, emergency shower, first aid kit, material safety data sheets (MS/DS) of all chemicals suspected or known to be on site and fire extinguishers. A list of emergency phone numbers will be prepared and will be readily available.

### Environmental Protection

On site a safe perimeter will be established. No unauthorized person will be within this area. On site command post and staging area will be established upwind from contaminated area or hot zone or exclusion zone. Control boundaries will be established. Hot zones, hotline, contamination reduction zone and support zone (clear area) will be identified and designated. Environment monitoring will be done at specified intervals with photo

ionization detector TIP 11 or Foxboro OVA FID.

### Decontamination

Personnel and equipment leaving the exclusion zone will be thoroughly decontaminated. Standard decontamination protocol will be used. Trisodium Phosphate (TSP) solution is used to clean equipment and personnel protective clothing.

Tools (shovels etc.) will be decontaminated at the end of each working day. Major treatment equipment will be left in the treatment area until the project is completed and will then be decontaminated at the end of the job.

### Emergency Response

Emergency escape routes will be designated and if an on site emergency results in an evacuation of the exclusion zone, personnel shall not enter until the conditions causing the emergency have been corrected, hazards have been reassessed and the site safety plan has been reviewed. All site personnel will be familiar with the site safety plan and its provisions. SITE accepts no responsibility for the health and safety of ENVIRON and/or CUROCO employees.

## **WARRANTY**

Ensotech warrants that the soil treatment it undertakes as delineated in the Scope or Work and Site Remediation Plan shall meet cleanup levels required, as of the date of this proposal, by applicable laws, rules or regulation or upon due notification made by client, retreat project sites or portions or areas thereof (in reference to petroleum hydrocarbon contamination), found upon confirmed comparison of laboratory results to be in excess of the standards or specifications mandated by the appropriate governmental agency or by law, rules or regulations, provided that reference shall be made to the same batch of composite samples, and provided further that if there is no common reference sample, subsequent government sampling must be taken within a



reasonable time from submission of the Final Report to client and before any intervening contamination has taken place. Ensotech shall reimburse client the amount of any administrative fine imposed on client for any violation after a treatment subject to the instant warranty provided that Ensotech is duly notified of the administrative investigation or inspection and is allowed to contest the governmental findings and/or to put up defenses for and in behalf of client (in reference to petroleum hydrocarbon contamination). **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. ENSOTECH'S WARRANTY OBLIGATIONS AND CLIENT'S REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.**

### **CONFIDENTIALITY**

Client/ENVIRON shall keep confidential all information relative to the treatment process undertaken by Ensotech (whether or not covered by patent and including the chemicals, equipment and procedures utilized), which may be or may have been furnished by Ensotech to the Client/ENVIRON in the proposal or in the Final Report, or which may be or may have been disclosed to Client/ENVIRON in connection with or in the course of the performance of the project. Client/ENVIRON shall not divulge, use, reproduce and/or disseminate such information without Ensotech's prior written consent.

### **DISCLAIMER OF LIABILITY**

The total liability of Ensotech on any claim, whether in contract, tort or otherwise, arising out of, connected with, or resulting from the application, employment or utilization of the Ensotech soil treatment process or any other process, whether patented or not, used by Ensotech in the ordinary course of its main business, shall not exceed the price allocable to the treatment process, product or part thereof which gives rise to the claim. In no event shall Ensotech be liable for any incidental or consequential damages, including, but not limited to, damages for loss of revenue, cost of capital,

claims of customers for service interruptions or failure of supply, and costs and expenses incurred in connection with labor, overhead, transportation, installation or removal of products or substitute facilities or supply sources.

Client shall hold Ensotech free and harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees arising out of any injury (including death) or damage to property whose cause is brought about by or is traceable or related to the failure of client, by act or omission or through negligence, to provide the required access to the project site, a security fence, and utilities, or to maintain the same in proper working order.

#### **CHOICE OF LAW**

All questions concerning the validity and operation of this contract and the performance of the obligations imposed on the parties hereunder shall be governed by the laws of the State of California.

## MECHANICS LIEN

Ensotech reserves the right to file a Mechanics Lien in order to comply with certain statutes and protect its right of collection.

## ACKNOWLEDGEMENT AND ACCEPTANCE OF PROPOSAL

We have read and understand the above contract and desire to enter into the contract it represents and agree to be bound by its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SHAWN SABHARWAL  
VP, SITE Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company