E & J AUTO WRECKERS

28C1 W WINTON AVE. HAYWARD, CA 94545 (510) 785-7244





PAX COLUMN CHECK

1.11- 4-16-97

THE 2:30pm

OF PAGE: CONTROL SHOLD

10: Dave Lanterman

FIRM: Lauterman, Fisher + Hashunots

CITY: Fremont

HROM: EXT AWAS Wreekers

drum and tank comovals, please look over and forward to Ron Okners for his approved.

THE WHELLO MOST RECEIVE ALL OF THIS PAGES, PLEASE CALL US AS SOON AS POSSIBLE.

OUR OFF TO THE DEPHONE NUMBER (C. (510) 785-1854 / 785-7289
OUR LAX DUNDER IS (510) 785-1936

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ENVIRONMENTAL PROTECTION

Contractor's License ≠599864

All Chemical Disposal, Inc.

97 FEB 32 AM 8: 55

941 Berryessa Road, Suite D. • San Jose, CA 95133 Tet: 408-453-1880. • Fax: 408-453-3087

February 26, 1997

Daniel Wheat Hayward RV Storage 3636 Depot Road Hayward, CA 94545

Dear Mr. Wheat.

Re: Proposal No. 96-128

All Chemical Disposal, Inc. is pleased to submit this proposal for your review and approval. This proposal is for the removal and disposal of 3 storage tanks. The proposed project site is located at 3636 Depot Road, Hayward. Two of the tanks are 550 gallon and one tank is 1,000 gallon, they are believed to have contained diesel. The tanks were never in the ground at the above listed address.

Scope of Work

The scope of work is based on information provided by the client and/or collected during a site visit. The tanks which are above ground and empty will be properly manifested and disposed of in accordance with all applicable regulatory requirements. The tanks will be loaded by the generator using the generator's forklift.

In order to properly inert the tanks, less than one-inch of product should remain in the tanks. In the event fluid remains, the client can authorize All Chemical Disposal, Inc. to coordinate product removal. Any costs associated with product removal will be negotiated prior to commencement.

<u>Permits</u>

All Chemical Disposal, Inc. will obtain the required permits from the appropriate agencies and will coordinate the site inspection requirements. At this time the County of Alameda has not stated that a permit is required since the tanks were not underground at this site.

EPA Identification Number

The Department of Toxic Substances Control (DTSC) requires the owner/client call the DTSC office at 1-800-618-6942 in order to obtain an EPA Generator's Identification Number. Your EPA Identification Number may be obtained through the DTSC office Monday through Friday, from 8 a.m. to noon and 1 p.m. to 5 p.m.

Tank Removal and Disposal

In order to properly inert the tanks prior to removal, the tanks must contain less than one inch of product. The tanks will then be inerted with carbon dioxide using dry ice. Prior to tank removal, a combustible gasmeter (Gastech) will be used to verify the concentration of organic vapors is less than 10% of the Lower Explosive Limit for the product previously stored in the tanks.

Once the tanks has/have met requirements and passes any applicable inspections from local agencies if needed, All Chemical Disposal, Inc. will load the tanks for disposal on a registered waste hauling vehicle and provide shipping documents to client. A certificate of destruction will be sent to client with a signed-off manifest within 30 days of shipment.

After removal, the tanks will be triple rinsed, the rinseate treated and the tanks cut up for recycling at a designated TSDF permitted facility.

Compensation

Sincerely,

CAC/cla

Compensation for the removal and disposal of the tanks is estimated to be \$2,700. The services included are listed below.

- o Operations
- o Obtain Appropriate Permits/Coordinate Site Inspection
- o Prepare Shipping Documents
- o Final Report if Requested

In the event a change in the scope of work is negotiated, a corresponding change in the project cost will be negotiated. All Chemical Disposal, Inc.will invoice as each stage of the project is completed. All invoices offer a 1% discount for payment within 10 days of invoice receipt and are due net (30) days upon credit approval. All Chemical Disposal, Inc. reserves the right to add 1 1/2% finance charge per month for past balances due over 30 days.

A company purchase order must be received before work will be scheduled. The pricing in this proposal will be good for 30 days from proposal date.

All Chemical Disposal, Inc. appreciates your confidence in our abilities. If you have any questions or if we can be of further service, please do not hesitate to contact me.

ALL CHEMICAL DISPOSAL, INC.

Accepted

Dated

P.O. #_

PROPOSAL 97-128



All Chemical Discosal, Inc.

Contractor's License #599864

941 Berryessa Road, Suite D • San Jose, CA 95133 Fel: 408-453-1660 • Fax: 408-453-3087

February 21, 1997

Daniel Wheat Hayward RV Storage 3636 Depot Road Hayward, CA 94545

Dear Mr. Wheat,

Proposal/Contract No. 97-116

All Chemical Disposal, Inc. is pleased to submit this proposal for your review and approval. All Chemical Disposal, Inc. will provide remediation services including transportation and disposal. An inventory for disposal appears below.

| QTY | UNIT | WASTE PROGRAM | DESCRIPTION |
|-----|--------|---------------|-----------------------------------|
| 1 | 20 gài | Incineration | Waste Thinner Solids @ \$175/drum |
| 2 | 5 gal | Recycle | Empty Drums @ \$20/drum |
| 1 | 15 gal | Recycle | Empty Drum @ \$30/drum |
| 1 | 55 gal | Recycle | Empty Drum @ \$50/drum |

The recommended facility for the solids drum is Ensco West, located in Wilmington, CA. This is a fully licensed and permitted facility.

The empty drums will be taken to Western Drum for recycling.

Scope of Work

Scope of work will be the remediation of hazardous waste. Duties included in the remediation will be to assist generator with associated paperwork, including profiling, labeling and manifesting; transportation and disposal of the above materials.

All Chemical Disposal, Inc. will provide, or contract for, suitable transportation to remove the waste material described in the waste profile sheet and haul the waste material to the disposal location selected by the customer.

Disposal prices are estimates based on profile/waste program acceptance and the specified waste disposal programs. In the event the material is not accepted to the disposal site waste program specified, another profile will be submitted to a different program.



Compensation

The estimated cost of the project is indicated below. This project will be billed on a time and materials basis.

| Labor (1 man for 3 hours) | | \$ | 165,00 |
|---------------------------|--------|-------|--------|
| Profile Fee | | | N/C |
| Disposal | | | 295.00 |
| Transportation | | | 100.00 |
| Materials | | | 35.00 |
| Fees | , | | 24.00 |
| Taxes | • | | 2.71 |
| | | ***** | |
| | TOTAL: | \$ | 621.71 |

Terms and Conditions

All Chemical Disposal, Inc. will comply with all applicable statutes, rules, regulations and ordinances of the United States and all applicable, state and local regulations in moving, handling and transporting of such waste materials. In the transporting of the waste material, All Chemical Disposal, Inc. is acting as a common carrier and in no other capacity. All Chemical Disposal, Inc. will not accept improperly identified and/or unidentified materials for disposal without performing a hazardous categorization.

CUSTOMER warrants that it holds clear title to all the wastes to be treated, stored and/or disposed of as part of the work. CUSTOMER assumes responsibility, without limitations, as generator for compliance with the Resource Conservation and Recovery Act, 42 USCA, Section 6901, et seq., (hereinafter "RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., (hereinafter "CERCLA") and any federal, state or local statute, ordinance, treaty or regulation that apply to "Generators" or entities responsible for the creation of a hazardous waste or release thereof. Title of all personal protective equipment is transferred to customer prior to use.

CUSTOMER warrants that it is under no temporary or permanent, administrative or court order, injunction, or writ which would prohibit or constrain the transportation, treatment, storage and/or disposal of such wastes by All Chemical Disposal, Inc., in any manner whatsoever.

CUSTOMER shall indemnify, hold harmless and defend All Chemical Disposal, Inc. and its officers, directors, and employees, with counsel to the satisfaction of All Chemical Disposal, Inc. from any and all claim(s), administrative order(s), or cause(s) of action, whether brought or made through litigation or administrative action, or the threat thereof, which derive, in whole or in part, from the acts or omissions of CUSTOMER, including without limitation theories or allegations of liability based upon willful or negligent acts or omissions or strict liability.

CUSTOMER shall select the disposal facility to which the waste shall be taken. CUSTOMER agrees and covenants CUSTOMER alone has selected the place of disposal, and that All Chemical Disposal, Inc. is in no manner responsible for said selection.

Nothing contained within this proposal shall be construed or interpreted as requiring All Chemical Disposal, Inc. to assume the status of "Generator" as that term appears in RCRA, CERCLA, or any federal, state or local statute or ordinance or any treaty governing the generation, treatment, storage, transportation and disposal of waste, such as, without limitation, the Hazardous Waste Control Act and the Carpenter-Presley-Tanner Hazardous Substance Account Act.

in the event a change in the scope of work is negotiated, a corresponding change in the project cost will be negotiated. All Chemical Disposal, Inc. will invoice as each stage of the project is completed. All invoices offer a 1% discount for payment within 10 days of invoice receipt and are due net (30) days upon credit approval.

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Sincerely,

| ALL | CHEMICAL | DISPOSAL | INC |
|-----|---------------------------------|----------|-------|
| | A C C C. C. C. C. C. C. C. C. C | DIOCUBAL | I PAR |

COLLEEN CORDEIRO ACCOUNTS MANAGER

CAC/da

Accepted_____

Dated____

P.O. #____

EPA ID#____

Proposal/Contract #: 97-116