



June 8, 2007

Proposal # 7494

Michael Korman
Korman & Ng Real Estate Services
2025 Rose Street
Berkeley, California 94709

**RE: UNDERGROUND STORAGE TANK LOCATED AT
2530 SHATTUCK AVE, BERKELEY, CALIFORNIA**

Dear Mr. Korman:

Thank you for the opportunity to bid on the removal of one underground petroleum fuel tank located at 2530 Shattuck Ave, Berkeley, California. I would like to submit this proposal for your consideration.

Golden Gate Tank Removal, Inc. is a Licensed "A" General Engineering Contractor, Licensed Concrete Contractor, Licensed Hazardous Substance Removal and Remedial Actions Contractor. Our California contractor's license number is 616521. Golden Gate Tank Removal, Inc. carries Worker's Compensation Insurance and \$2 million dollars of Liability and Pollution Insurance and Professional Errors and Omission Insurance. Insurance certificates can be provided upon request.

Here is our proposal for your review. Please sign and date one copy and return it to my attention.

If you have any questions please call me at (415) 512-1555

Sincerely,

Tim Hallen
Golden Gate Tank Removal, Inc.

SCOPE OF WORK

Golden Gate Tank Removal, Inc. will perform the following tasks according to all applicable Federal, State and Local regulations.

1. We will notify Underground Services Alert (USA) that a tank removal is planned. USA will contact and instruct the utility companies to come out and mark the major utilities in the area of the tank.
2. Prepare and submit an Underground Storage Tank Modification Application to the Berkeley Fire Department and schedule for site inspection of the tank removal and sampling procedures.
3. Prepare a site specific Health and Safety Plan as required by OSHA 29 CFR 1910.120. A copy of this safety plan will be kept on-site and one copy will be submitted to the Alameda Department of Public Health, Bureau of Toxic Health and Safety Services.
4. Prepare and submit a letter to the State of California, Department of Industrial Relations, Division of Occupational Safety and Health (OSHA) for all excavations in excess of five feet in depth in accordance with Safety Order 3203. Golden Gate Tank Removal, Inc. maintains an annual permit for excavations.
5. Submit an application to the Bay Area Air Quality Management District, when required, with at least five days written notice before tank removal begins as per Regulation 8, Rule 40 of the BAAQMD.
6. Notify the Berkeley Fire Department Bureau of Fire Prevention for an on-site inspection to witness proper displacement of combustible and/or flammable vapors and/or the cutting of any tank. Golden Gate Tank Removal, Inc. maintains an annual permit for welding and cutting.
7. Prepare and submit an application to the Berkeley Department of Public Works to obtain a street space permit in order to utilize the parking lane for tank removal related purposes. This street space permit must first be obtained before posting any "NO PARKING", "NO STOPPING" or "TOW AWAY" signs.
8. Obtain prior approval from the Berkeley Police Department at least 72 hours in advance of the effective date and time to establish a tow away zone.
9. Prepare and submit an application for an Underground Tank Removal Excavation Permit from Berkeley Department of Public Works, Bureau of Engineering. Schedule the site inspection for the tank removal and verification of proper shoring, concrete work, and traffic control.
10. Prepare and submit an application to the Berkeley Department of Parking and Traffic, Traffic Engineering Division. This permit is required for any tank removal where traffic flow may be obstructed on public streets and sidewalks.
11. Our Registered Engineer will provide shoring calculations showing the location and depth of the excavation and a copy of the shoring calculations will be submitted to the Berkeley Department of Public Works, Bureau of Engineering.
12. Prepare and provide plans, diagrams and a letter of intent as required by the Berkeley Department of Public Works, Bureau of Engineering for specific identification of the tank removal site.

SCOPE OF WORK

13. Provide a cash bond in the amount of \$5,000 to the Berkeley Department of Public Works Bureau of Engineering to provide the means for Golden Gate Tank Removal, Inc. to perform work in public streets and sidewalks.
14. Provide safety equipment, traffic cones, high level flags and signs, "ROAD CONSTRUCTION AHEAD" as well as safety personnel to direct vehicle and pedestrian traffic, as needed.
15. Pay for all permits listed in this proposal and schedule all inspections listed in this proposal.
16. Provide a metal safety fence to protect pedestrians from the work area.
17. Break the concrete sidewalk over the tank area with a jackhammer and dispose of concrete debris off site at a concrete recycler.
18. Locate all underground utilities by hand before excavating.
19. Begin to excavate the soil on top of and around the underground tank.
20. If needed, install timber shoring to reduce caving during the tank excavation and soil extraction according to the direction of the Registered Engineer's shoring calculations, to a maximum depth of 10 feet.
21. The excavated soil will be stockpiled on-site for sampling and use as backfill material.
22. Empty and clean the underground tank using a steam cleaner and have a licensed hazardous waste hauler dispose of the fuel and the rinse water at a State Certified Treatment Facility for recycling. The cost of the disposal of the residual product and rinse will be billed as an additional cost.
23. To reduce the possibility of a fire, as needed, we will reduce the oxygen content of the tank by displacing the combustible vapors prior to removal of the tank. This will be completed by inserting a minimum of 3 pounds of solid carbon dioxide (dry ice) for every 100 gallons of tank volume as required by the Berkeley Fire Department.
24. We will remove exposed vent lines, fill pipes, and cut and plug product lines.
25. Remove one - 1,000 gallon or less underground fuel tank from the excavation and place on the street for inspection by the Berkeley Toxics Department.
26. Upon the approval of the Berkeley Toxics Department, we will load the tank on a licensed hazardous waste truck, have the tank transported to a state certified treatment facility for final cleaning, then transport to a metal recycler or obtain a clean rinse sample from the tank and certify it as non-hazardous. The tank would then be transported to a metal recycler.
27. At the direction of the Berkeley Toxics Department, we will take a total of three samples. Two sample extraction's two feet below the bottom of the former tank and one sample from the stockpiles as required by The Alameda Department of Public Health observing correct sampling protocol.
28. Provide for state certified laboratory analysis of required samples with a Chain of Custody record.

SCOPE OF WORK

29. As required by the Berkeley Toxics Department , the sample analysis will be for Total (Extractable) Petroleum Hydrocarbons (TPH), Benzene, Toluene, Xylene & Ethylbenzene (BTX&E).
30. Upon approval of the Berkeley Toxics Department we will backfill the excavation with the stockpiled soil that was stored on-site and with import fill sand and/or base rock and compact.
31. Prepare the area for resurfacing by saw cutting the edges of surrounding surface.
32. The sidewalk area will be resurfaced to match surrounding with structural concrete and have a minimum compressive strength (f'c) 2000 psi at 28 days.
33. The concrete sidewalk will be a minimum of 3-1/2 inches thick and comply with the applicable regulations in Berkeley Department of Public Works.
34. Provide a final report for the Berkeley Toxics Department in written narrative form to establish that procedures and regulations for Alameda have been observed during the tank removal process.
35. Provide a final report for the California Regional Water Quality Control Board, San Francisco Bay Region in written narrative form to establish that procedures and regulations for the State of California have been observed during the tank removal process.
36. Provide a final report for the owners of the property in written form that outlines the guidelines, procedures, results, and conclusions of the tank removal activities.
37. The excavation will be covered at night with 1-1/8 inch plywood and a 4-foot high metal fence will be placed around the work area.

STATE LICENSE BOARD

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 9835 Goethe Road Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

SPECIAL CONDITIONS

Owner is to furnish Golden Gate Tank Removal, Inc. with a one-time California EPA ID Waste Generator Number. This number can be obtained Free by calling **(800) 618-6942**.

The costs and schedules of this proposal are based on information provided by the owner and the assumption that soil and groundwater contamination has not occurred as a result of an unauthorized release of hydrocarbon products.

PRODUCT INSIDE TANK

Cost of the removal and disposal of the residual fuel and rinse water in the tank is not included in the price of the contract. The cost of the removal and disposal of these items will be billed at \$2.93 per gallon based on the Uniform Hazardous Waste Manifest.

ITEMS NOT INCLUDED IN CONTRACT PRICE

Additional charges may be billed in addition to the stated contract price. If any of the following need to be performed, a change order will be submitted for your approval. The price stated in this proposal does not include the following:

- A. Any remedial action, extra sampling, or tax assessment, which may be required by the Federal, State, or Local agencies.
- B. The relocation or repair of any utilities, sewer lines or cutting of tank, if it becomes necessary.
- C. The replacement of any trees, plants or concrete (other than sidewalk) that may need to be removed during the tank removal process.
- D. The removal of residual product, rain, ground water, gasoline, solvent, oil, sludge or chemicals outside the tank.

GENERAL CONDITIONS

TERMINATION

This agreement may be terminated by either party upon five (5) days written notice. In the event of termination, Golden Gate Tank Removal, Inc. shall be paid for services performed prior to the termination notice date. This proposal may be withdrawn if not accepted within 30 days.

DISPUTES & COLLECTIONS

If a dispute arises relating to the performance of the services or failure to remit any payment in the time otherwise agreed in this contract shall constitute default of contract. In the event of default, Golden Gate Tank Removal, Inc. shall be entitled to receive its costs in pursuing collections, including interest and reasonable attorneys' fees. Should it become necessary for either party to this contract to obtain its enforcement or interpretation in a court of law, then the prevailing party in court shall be entitled, in addition to any other relief it receives, to its costs and reasonable attorneys' fees.

COMPENSATION

The cost of the above-described work at 2530 Shattuck Ave, Berkeley, shall be in the amount of:

Tank Removal	\$11,670.00
Transport and Disposal of Tank by Others (If Req)	\$ Cost plus 15%

PAYMENT PLAN OPTIONS

- OPTION 1 10% DOWN AT START OF PROJECT AND BALANCE DUE UPON COMPLETION.
- OPTION 2 100% PAID OUT OF ESCROW ACCOUNT AT CLOSE OF ESCROW

Option 1 has been accepted unless an additional contract for option 2 has been signed.

\$1,097.00 is due upon start of project.

The balance is due upon completion of the work. A service charge of 1½% per month is charged on all delinquent accounts. The final report will be submitted to the owner and regulatory agencies upon receipt of final payment.

Date:

Acceptance

Print Name & Title

Phone

June 8, 2007
Date:

Tim Hallen
Golden Gate Tank Removal, Inc.

Contract #

7494



PAYMENT FROM ESCROW

SELLER

Name: _____

City / State: _____ Zip: _____

PROPERTY

Address: 2530 Shattuck Ave

City / State: Berkeley, CA Zip: _____

ESCROW COMPANY

Company: _____

Address: _____

City / State: _____ Zip: _____

Contact: _____

Phone: _____ Fax: _____

Escrow Number: _____ Closing Date: _____

The final invoice will be paid out of the escrow account to Golden Gate Tank Removal, Inc. after completion of the contract work at: 2530 Shattuck Ave, Berkeley

If Golden Gate Tank Removal, Inc. has not received payment in full after 30 days of the escrow closing date or after 60 days of the signing of this document, then the seller agrees to pay Golden Gate Tank Removal, Inc. in full for all work done. There will be a late charge on past due accounts of 1.5% per month. If a dispute arises relating to the payment or performance of the services covered by this agreement, and legal or other costs are incurred, it is agreed that the prevailing party in court shall be entitled to recover all costs, including reasonable attorney's fees.

Sellers Name _____ **Signature** _____ **Date:** _____

Acknowledge Golden Gate Tank Removal, Inc. By: _____ **Date:** 6/8/2007