



**CITY OF HAYWARD**  
**APPLICATION AND PERMIT**  
**PROPER APPROVAL HEREON CONSTITUTES PERMIT**

Taken by Kenny Date 8/3/10  
 Issued by \_\_\_\_\_ Date \_\_\_\_\_

Application No. **GR PW-2010-0004**

|  |   |                        |
|--|---|------------------------|
| APPLICANT NAME<br>Bechtel Power Corporation    | ADDRESS<br>5275 Westview Drive, Frederick MD 21703        | PHONE<br>301) 228-6043 |
| OWNER NAME<br>Russell City Energy Company, LLC | ADDRESS<br>717 Texas Avenue, Suite 1000, Houston TX 77002 | PHONE<br>(713)570-3508 |
| CONTRACTOR NAME<br>Bechtel Power Corporation   | ADDRESS<br>5275 Westview Drive, Frederick MD 21703        | PHONE<br>(301)228-6043 |

**JOB LOCATION:** 3862 DEPOT ROAD, HAYWARD, CA 94545

THE APPLICANT HEREBY APPLIES FOR PERMISSION TO PERFORM GRADING AND/OR CLEARING AT THE ABOVE JOB LOCATION SUBJECT TO THE FOLLOWING REQUIREMENTS AND CONDITIONS TO BE ATTACHED TO AND TO BECOME A PART OF THIS PERMIT:

| ATTACHMENT NUMBER | REQUIRED                            | NOT REQUIRED                        | DESCRIPTION OF PROPOSED ACTIVITIES | ACCOUNT NO:<br><b>8120</b> |
|-------------------|-------------------------------------|-------------------------------------|------------------------------------|----------------------------|
| 1_                | <input checked="" type="checkbox"/> |                                     | Work schedule                      | PERMIT EXPIRES:<br>_____   |
| 2_                | <input checked="" type="checkbox"/> |                                     | Site and grading plan              |                            |
| 3_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Interim plan                       |                            |
| 4_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final plan                         |                            |
| -                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Geological report                  |                            |
| 5_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Terrain soils report               |                            |
| 6_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final engineer's report            |                            |
| -                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Final geological report            |                            |
| -                 | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Final soils report                 |                            |
| -                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Additional deposit                 | \$ _____                   |
| 7_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other <u>SWPPP</u>                 |                            |
| 8_                | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Other <u>NOI</u>                   |                            |

REMARKS:  
See continuation of remarks

PERMIT TYPE:  ADMINISTRATIVE  COUNCIL  EMERGENCY ADMINISTRATIVE  
 ENVIRONMENTAL DOCUMENT: Type: EIR prepared for Calpine Provided by: CH2MHILL  
 SECURITY: Amount \$ 50,0000.0 Type: Bond Provided by: Applicant  
 DEPOSITS: Initial \$ 2,000 Additional \$ \_\_\_\_\_

|  |  |
|--|--|
| <b>APPROVED BY:</b> City Engineer <u>[Signature]</u> Date <u>9/2/10</u>  | Council/Mgr. _____ Date _____  |
| APPLICANT AGREES TO COMPLY WITH ALL OF THE APPLICABLE SECTIONS OF THE CITY OF HAYWARD MUNICIPAL CODE AND STANDARD SPECIFICATIONS | <b>THIS IS YOUR RECEIPT WHEN MACHINE VALIDATED</b><br><br><b>PAID \$2,000.00</b> |
| OWNER _____  | APPLICANT _____  |

In consideration of the granting of this permit and other good and valuable consideration therefor, the undersigned intending to be legally bound, does hereby for the undersigned and the heirs, executors, administrators and assigns of the undersigned agree to indemnify and hold harmless the City of Hayward, the members of the City Council and their agents, servants and employees and each of them, from and against liability for injury to or death of persons, and/or liability for damage to property arising from any and all work herein permitted or, incidental thereto or which may arise from failure of permittee to perform the obligations of permittee under this permit, with respect to maintenance.

APPLICANT COPY      REVENUE      OFFICE COPY      ENGINEER      INSPECTOR



**CITY OF HAYWARD**  
**APPLICATION AND PERMIT**  
PROPER APPROVAL HEREON CONSTITUTES PERMIT

**Date: September 1, 2010**  
**Applicant: Bechtel Power Company**  
**APPLICATION NO. GR PW 2010-0004**

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CONTINUATION OF REMARKS

1. This permit is for **Grading, Drainage and Erosion Control** for designated City owned property only. All other areas are under the jurisdiction of California Energy Commission (CEC) and CEC requirements shall apply.
2. All grading shall be in accordance with the approved grading plan and in conformance with the Soils Report prepared by Bechtel Geotechnical and Hydraulic Engineering Services dated August '2009, under Job No. 25483.
3. The erosion and sediment control shall be in place by October 1<sup>st</sup> and/or sooner as directed by the City Engineer (prior to the onset of the first major storm of the season).
4. Positive dust-control methods approved by the City Engineer shall be utilized at all times during the grading operation, and all hauling equipment shall be muffled.
5. All graded or disturb areas that will be idle during the rainy season shall be mulched at the rate of 2 tons per acre.
6. Broom sweep the public street pavement adjoining the project site on a daily basis or as required by the City Engineer. Caked on mud or dirt shall be scraped from these areas before sweeping.
7. The owner or applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) and obtain a National Pollutant Discharge Elimination System (NPDES) permit. Copy of the NOI and NPDES permits shall be provided to the City prior to start of grading.
8. Storm Water Pollution Prevention Plan (SWPPP) shall be submitted to the City for review and approval by the City Engineer.
9. The Contractor shall strictly follow all the requirements of the Storm Water Pollution Prevention Plan.
10. A Permit from Alameda County Flood Control and Water Conservation District (ACFC & WCD) shall be obtained for discharging the project drainage to the existing County's drainage channel.
11. The Permittee, for himself, his contractors, and employees, agrees to save, indemnify, defend, and hold harmless the City of Hayward and its officers, employees, and agents from all liabilities and claims for damages by reason of injury or death to any person or persons or damage to property from any cause whatsoever while in, upon, or, in any way connected with the work covered by this grading/clearing permit.
12. No work shall commence on this permit prior to a pre-construction conference. Contact Jason Whipple at (510) 583-4755 to schedule a pre-construction conference.

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Permittee/Applicant

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Date

Bond No. DBG922637  
Premium: \$280.00

PERMIT BOND  
(Faithful Performance)  
Public Works Permit Application # GR PW 2010-004

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Hayward, a municipal corporation, hereinafter designated "Obligee," and  
----- Bechtel Power Corporation -----  
-----  
hereinafter designated "Principal," have entered into, each with the other, a permit dated  
August 30, 2010, which permit is on file in the office of the City Engineer of the City of  
Hayward, reference to which is hereby made, and which is hereby incorporated herein and made a part  
hereof, and

WHEREAS, Principal has agreed and is obligated by the terms of the permit to do and perform  
certain work and to discharge and perform and carry out certain other obligations in the permit in  
accordance with the terms and provisions of the permit, with the plans and specifications adopted therefor  
and incorporated therein and now on file with and in the office of the City Engineer of the City of  
Hayward, and with all applicable ordinances, rules, and regulations of the City of Hayward, and

WHEREAS, Principal is required under the terms of the permit to furnish a bond for faithful  
performance of the agreement.

NOW, THEREFORE, we, the Principal, as Principal, and National Union Fire Insurance  
Company of Pittsburgh, PA., a  
corporation, duly organized and existing under the laws of the State of  
New York and duly authorized to transact business in the State of California,  
as Surety, are held and firmly bound to the Obligee in the sum of Fifty Thousand Dollars - - - - -  
(\$50,000.00), lawful money of the United States of America, to be paid to the Obligee, for the payment of  
which sum well and truly to be made we and each of us bind ourselves and our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the above-bounden Principal, or  
his successors or assigns, shall in all things stand to and abide by and well and truly keep and perform  
each and all of the covenants, terms, conditions, and obligations in the permit on the Principal's part to be  
kept and performed, and any and all alterations thereof made as therein provided at the time and in the  
manner therein specified, and shall release, defend, hold harmless, and indemnify Obligee and its officers,  
employees, and agents as therein specified, then this obligation shall be become null and void. Otherwise,  
it shall be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in all wise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the permit or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by the Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Obligee, Principal, and Surety, jointly and severally, shall be liable to Obligee for court costs and for reasonable attorney's fees as an additional obligation under this bond.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on August 30, 2010.

Bechtel Power Corporation

Mary A. Quazzo  
Vice President

Principal

National Union Fire Insurance Company of Pittsburgh, PA.

William F. Ward

Surety

William F. Ward  
Attorney-in-Fact

APPROVED AS TO FORM

Michael S. Lawson  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*State of California*

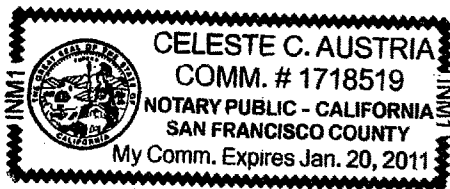
*County of San Francisco*

On ----- August 30, 2010 ----- before me, Celeste C. Austria, Notary Public

personally appeared----- William F. Ward -----

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



*Notary Seal*

WITNESS my hand and official seal.

*Celeste C. Austria*  
\_\_\_\_\_  
*Signature of Notary*

POWER OF ATTORNEY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, PA.

Principal Bond Office: 175 Water Street, New York, NY 10038

Power No. 1788

No. 03-B-01002

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, PA., a Pennsylvania corporation, does each hereby appoint

---John T. Letteri, Tom Branigan, Julia Mo, Patrick Moughan, William F. Ward, Celeste C. Austria, Eric Christopher Allen of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. have each executed these presents

this 13th day of June, 2008



[Signature of Anthony Romano]

Anthony Romano, Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

[Signature of Juliana E. Hallenbeck]

On this 13th day of June, 2008 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JULIANA E. HALLENBECK
NOTARY PUBLIC, STATE OF NEW YORK
No. 01H46125671
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES APRIL 18, 2009

CERTIFICATE

Exerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, PA. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance and other contract of indemnity and writing obligatory in the nature thereof.

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, PA. do hereby certify that the foregoing exerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation

AUG 30 2010

this day of

[Signature of Elizabeth M. Tuck]

Elizabeth M. Tuck, Secretary



# CERTIFICATE OF INSURANCE

**DATE (MM/DD/YY)**  
08/10/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                             |
|---|---|-----------------------------|
| <b>PRODUCER</b><br><b>AON RISK INSURANCE SERVICES WEST, INC.</b><br><b>199 Fremont Street, Suite 1500</b><br><b>San Francisco, CA 94105</b> | PHONE (A/C No. Ext): 415-486-7436               | FAX (A/C, No.) 415-486-7062 |
| E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #:  |   |                             |
| <b>INSURED</b><br><b>BECHTEL POWER CORPORATION</b>  | INSURER(S) AFFORDING COVERAGE                   |                             |
|   | INSURER A: INSURANCE COMPANY OF THE STATE OF PA |                             |
|   | INSURER B: UNDERWRITERS AT LLOYDS LONDON & CO.  |                             |
|   | INSURER C:                                      |                             |
|   | INSURER D:                                      |                             |
|   | INSURER E:                                      |                             |
|   | INSURER F:                                      |                             |

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS  |
|----------|---|-----------|----------|-----------------|-----------------------|-----------------------|---|
| A        | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | X         |          | GL 4376453      | 04/01/10              | 04/01/11              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS-COMP/OP AG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          | CA 8263483      | 04/01/10              | 04/01/11              | COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| B        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$  |           |          | LUS 1325        | 04/01/10              | 04/01/11              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) YES NO<br>If Yes, describe under <input type="checkbox"/> <input checked="" type="checkbox"/><br>DESCRIPTION OF OPERATIONS below  |           |          | WC 6988309 (CA) | 04/01/10              | 04/01/11              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                    |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Subject to the policy terms and conditions, City of Hayward, its officers, agents and volunteers (Permitior) is included as an additional insured under Bechtel's General Liability Policy to same extent as Bechtel's obligation to indemnify City of Hayward for Bodily injury and Third Party Property Damage under the applicable indemnification clause required under the contract (Grading/Encroachment Permit) between Bechtel and City of Hayward relating to Bechtel Job 25483 (Russell City). Additional insured status under the policy is expressly limited to the terms and conditions of said contract between Bechtel and City of Hayward.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>CITY OF HAYWARD<br>777 B Street<br>Hayward, CA 94541 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |
|---|--|