



BSK
& Associates

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July 29, 1993

BSK Proposal PR93204.3

American Brass and Iron Foundry
7825 San Leandro Street
Oakland, CA 94621

Attention: Mr. David Robinson
Environmental Engineer

Subject: Proposal/Work Plan
Contaminant Plume Characterization, and
Groundwater Well Monitoring
American Brass and Iron Foundry
7825 San Leandro Street
Oakland, California

Install 2/93
1st 8/93
2nd 12/3/93 ← need a report w/
1) cumulative data
2) GW gradient map

As requested, BSK & Associates has prepared this Proposal Work Plan for the preliminary characterization of a contaminant plume within the American Brass & Iron Foundry (AB&I) property and, for monitoring of four groundwater monitoring wells installed by BSK in February 1993.

1.0 BACKGROUND

BSK & Associates installed four shallow ground water monitoring wells in February 1993 (BSK Report P92270.3, dated April 30, 1993) to monitor the effect to groundwater and soil of four Underground Storage Tanks (USTs) removed from the AB&I facility in 1992. As reported by BSK, a significant impact to soil and groundwater was apparent at two of the wells; MW-2 and MW-4. Concentrations of gasoline and chlorinated solvent constituents were detected at Well MW-2, and gasoline compounds at Well MW-4.

2.0 PURPOSE AND SCOPE

2.1 Purpose

This proposal has been prepared to address two objectives of AB&I: (1) Provide information regarding the lateral extent of soil and groundwater contamination in the area of Wells MW-2 and MW-4 and (2) Provide for quarterly monitoring of the four wells installed to further

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assess the impact, if any, from the removed UST. These objectives are prepared to address the comments of the Alameda County Department of Environmental Health (ACDEH) in their letter of June 18, 1993 to AB&I, "Comments on April 1993 Groundwater Investigation Report for AB & I, 7825 San Leandro Street, Oakland, CA 94621.

2.2 Scope

TASK 1: CHARACTERIZATION OF GROUNDWATER CONTAMINANT PLUME

Two to three temporary shallow groundwater sample-points are proposed for the areas up- and down-gradient from the area of Wells MW-2 and MW-4. The proposed sample-point locations are shown in Figure 1, Site Plan.

The sample-points would be used to obtain soil and groundwater information up- and down-gradient of the wells. The soil and groundwater information would be used to provide definition of the lateral extent of contamination, and indicate if contamination may be contributed from an off-site source.

TASK 2: MONITORING OF GROUNDWATER MONITORING WELLS

Quarterly monitoring of the four wells installed by BSK for a period of one year, as recommended by BSK in their report, P92270.3, and affirmed by the ACDEH is proposed. Regular monitoring would provide information regarding groundwater flow and contaminant concentration at the site, and possibly verify that groundwater has not been impacted in the area of Well MW-3.

3.0 METHODOLOGY

3.1 Drilling and Installation

Drilling activities would be performed using a truck-mounted Mobile B-53 auger rig, turning 8-inch outside diameter hollow stem auger, or 4-inch solid flight auger. The borings for the sample-points would extend to a maximum depth of approximately 25 feet, depending on encountered subsurface conditions. Logging of boring samples and cuttings, and direction of site activities would be performed by a geologist/engineer, under the supervision of a Registered Geologist or Licensed Civil Engineer. Classification of subsurface materials would be performed in accordance with the Unified Soil Classification System (U.S.C.S.).

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3.2 Sampling

3.2a Sample-points

Soil samples would be obtained every five feet from surface, and as determined by field conditions, for screening by Photo-ionization Detector (PID). Soil samples would be obtained using a 2.0-inch I.D. modified California split-spoon sampler, containing three 2- x 6-inch stainless steel sample liners. The sampler holding the liners is driven by slide hammer ahead of the auger into undisturbed soil, and then withdrawn. The soil-filled liners are removed, and the selected sample(s) sealed with Teflon® sheeting and a pressure-fitted plastic cap, labeled, and refrigerated by dry- and/or water-ice for delivery to our State-certified analytical laboratory for analysis. Samples for analysis would be obtained within the capillary fringe, and as determined by subsurface conditions.

Water samples would be obtained by Teflon® or stainless steel bailer through the stainless steel Sample-point screen. Samples would be obtained in order of decreasing constituent volatility, and placed in the appropriate container, with preservative as necessary. The sample would then be labeled, sealed and refrigerated with water-ice for delivery to our laboratory.

3.2b Groundwater Well Monitoring

Water samples from existing site wells would be obtained after purging each of three to ten casing volumes, and allowing eighty percent recovery. Observation of water level and for immiscible product would be performed using an electric sounder and point-source bailer prior to purging. The water level would be recorded to the nearest 1/100th of a foot. During the purge, the groundwater pH, temperature and conductivity would be monitored and recorded at regular intervals to assess the influx of fresh formation water. Water samples for analytical testing would be obtained by Teflon® bailer or bladder pump, and transferred to the appropriate storage container, with preservative as needed. The samples would then be labeled and refrigerated on-site using water or blue ice, to 4°C.

3.3 Chemical Testing

3.3a Sample-points

Selected soil and water samples from all sample-points (SP-1, SP-2 and SP-3) would be tested for Gasoline-type motor fuel and total lead concentrations. The down-gradient sample-point, SP-2, would be tested for contaminants previously detected at Well MW-2: Chlorinated-solvent, Motor-fuel and Oil and Grease.

Analysis for Motor-fuel and solvents would be by EPA Methods 601/8010 and 602/8020. Additional motor fuel characterization would utilize analyses for Total Petroleum Hydrocarbons as Gasoline (TPHg) and Diesel (TPHd), and Total Lead. Oil and Grease would be analyzed for total and hydrocarbon constituents.

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3.3b Groundwater Well Monitoring

Existing wells would be sampled and analyzed as initially sampled and analyzed in March 1993, BSK report P92270.3.

Well MW-1
TPHdiesel by GCFID-3510
BTEX by Method 602

Well MW-2
Chlorinated Solvent by EPA Method 601
Oil and Grease by Methods 5520 C&F
TPHgasoline by GCFID-5030
BTEX by EPA Method 602

Well MW-3
TPHgasoline by GCFID-5030
BTEX by Method 602

Well MW-4
TPHgasoline by GCFID-5030
BTEX by Method 602
Total Lead by Atomic Adsorption

3.4 Waste Handling

Soil waste generated by drilling would be stockpiled on polyethylene sheeting and covered with the same for temporary storage and ease of removal, pending contaminant concentration determination.

Water waste generated by drilling, cleaning and sampling activities would be stored in well-specific, DOT-approved 17E/H 55 gallon drums. Each drum would be labeled with the date of waste accumulation, waste type (soil or water), source and source address. The drums would be stored on-site until chemical analyses determine the character of the drum contents. Disposal of drummed and stockpiled waste is the ultimate responsibility of the client.

3.5 Decontamination

Drilling and sampling equipment would be thoroughly cleaned by hi-pressure and temperature wash and/or laboratory-grade surfactant wash and triple rinse, prior to site entry, exit, and between boring and sample locations in order to reduce the chance of cross-contamination between samples and sites.

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3.6 Reporting

3.6a Sample-points

A summary report would be prepared describing the work-performed, field observations and findings, and analytical results. Our conclusions, and recommendations for additional work, if any, would be presented as well.

3.6b Groundwater Well Monitoring

A summary report would be prepared for each sampling event. The report would describe the work performed, record groundwater flow, gradient and physical condition, and present the analytical results.

4.0 SCHEDULE AND FEES

4.1 SCHEDULE

4.1a Sample-points

BSK would begin work on this project promptly following our receipt of your signed authorization and approval to proceed. Based on ready access to the site, and receipt of the necessary permits, our report would be completed within five to six weeks of our authorization to proceed.

4.1b Groundwater Well Monitoring

Groundwater monitoring could begin upon receipt of your authorization. Monitoring would be performed quarterly, with each quarter reported within three weeks of the sample date.

4.2 FEES

Our fees for this work would be computed in accordance with our 1993 Fee Schedule. The total charges for the scope of work outlined herein for Task 1, Sample-points : is estimated to be \$7,600. The estimated charges per quarter for Task 2, Groundwater Well Monitoring: is \$2500. The estimated fees would not be exceeded without prior client notification and consent.

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A summary breakdown of the fees for the work described is provided below:

TASK 1: SAMPLE-POINTS

Temporary Sample-points - Materials & Installation	4,000
Chemical Analyses	2,000
Report Preparation	<u>1,600</u>
TOTAL:	\$7,600

TASK 2: QUARTERLY GROUNDWATER MONITORING

Field Work and Supplies	\$830
Chemical Analyses	745
Report Preparation	<u>935</u>
TOTAL:	\$2,500

* * * * *

The General Conditions and Terms are presented on the attached BSK & Associates' Terms for Agreement for Environmental Consulting Services, which is part of this Proposal PR93204.3.

If the proposed scope of services, fee and Terms for Agreement are acceptable, please sign the "Authorization and Acceptance" form attached after the Terms. Actual work would begin upon our receipt of a complete signed copy of this Proposal PR93204.3.

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Oakland, California

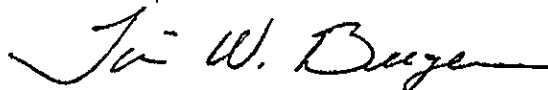
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BSK appreciates the opportunity to submit this proposal, and look forward to continuing to provide environmental consulting services for you on this project. Should you have questions regarding this submittal, please contact us.

Respectfully submitted,
BSK & Associates



Alex Y. Eskandari, P.E.
Manager - Geo-Environmental Services
C.E. 38101



Tim W. Berger, R.G.
Certified Engineering Geologist
C.E.G. 1828

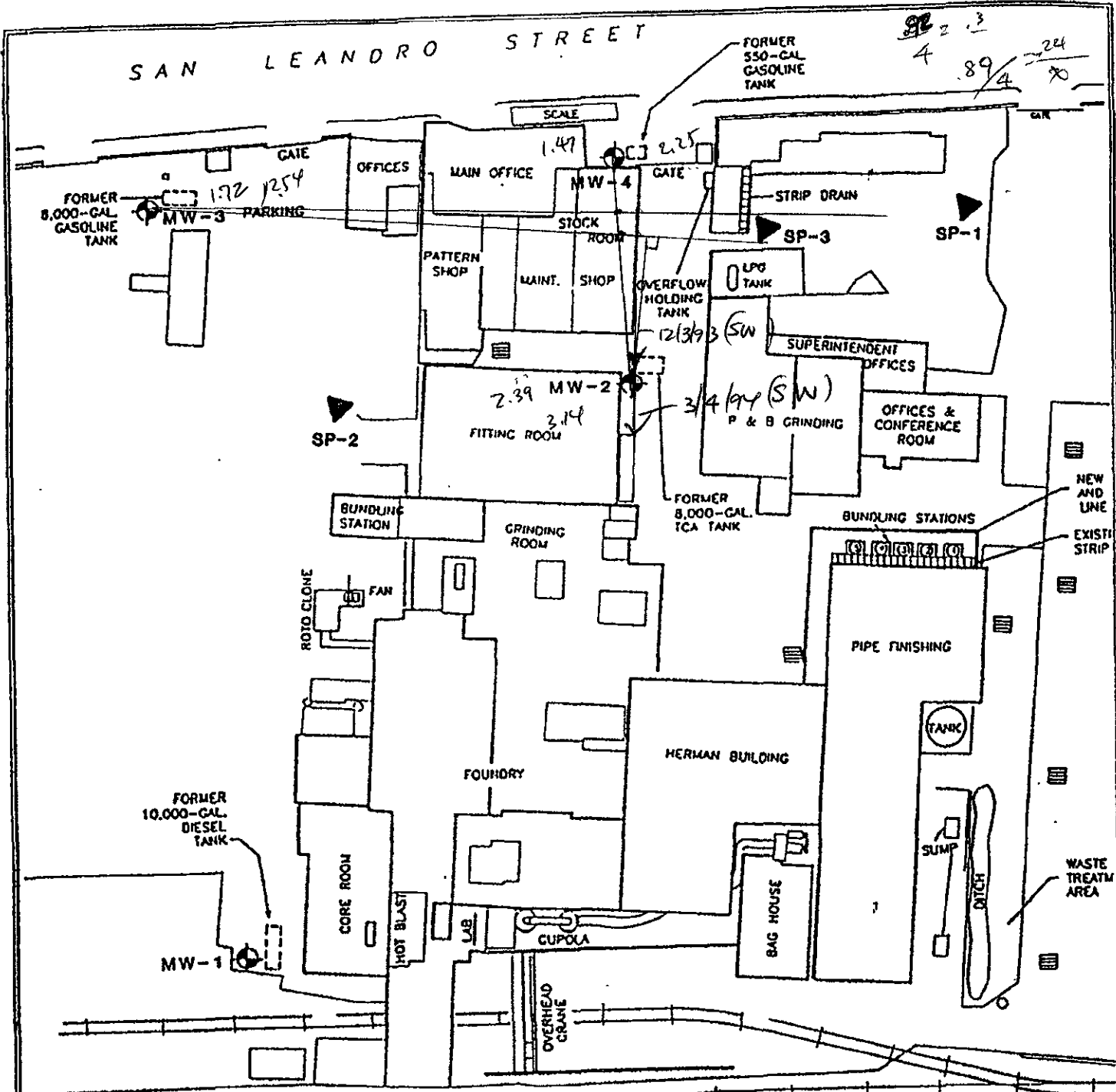
AYE/TWB:ndp/slc
(PROENV\PR93204.ABI)

Enclosures:



Figure 1: Site Plan

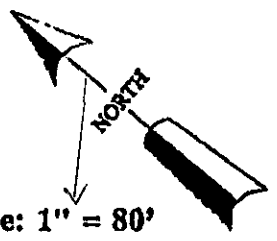
BSK Authorization and Acceptance

BSK & Associates' Terms for Environmental Consulting Services



LEGEND:

-  - Location and Designation of Existing Monitoring Well
-  - Proposed Location and Designation of Sample-point



Scale: 1" = 80'

PROPOSAL/WORK PLAN
 CONTAMINANT PLUME CHARACTERIZATION
 AMERICAN BRASS AND IRON FOUNDRY
 7825 SAN LEANDRO STREET
 OAKLAND, CALIFORNIA

SITE PLAN
 Proposal No. PR93204.3
 July 1993
 FIGURE: 1

BSK
 & ASSOCIATES

AUTHORIZATION AND ACCEPTANCE

The proposed scope of services, fee, schedule and Terms for Agreement presented in Proposal PR93204.3 are acceptable and BSK is authorized to proceed with sample-point installation and soil and water sampling, quarterly groundwater monitoring, analytical services, and report preparation for American Brass and Iron Foundry in Oakland, California.

By: _____
*Signature**

Printed

For: _____
*American Brass & Iron
Foundry*

Date

** Individual with authority and responsibility for payment of BSK & Associates' invoices.*

BSK & ASSOCIATES' TERMS FOR AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

- Scope of Services** CONSULTANT shall perform the environmental consulting services that are specified by the Agreement for the agreed upon amount of compensation. CLIENT understands that environmental investigations are performed in phases. Initial phases, such as preliminary site assessments, are intended to assist in developing alternatives and plans for further investigation and consequently do not entail the more exhaustive, and more expensive, investigations performed during later phases of investigation. CLIENT understands that later phases may lead to discovery of conditions not encountered during the initial investigative phases.
- Any increase to the scope or other modification shall be made in writing, and it is expressly understood by the parties that these Terms For Agreement For Environmental Consulting Services apply to any modification to the Agreement.
- Professional Responsibility** CONSULTANT shall perform its services consistent with that level of care and skill ordinarily exercised by other professional consultants practicing in the locality of the Project site under similar circumstances at the time the services are performed. CLIENT understands that the investigation, characterization, and assessments of hazardous or toxic material involve technologies that are rapidly evolving. Existing state of the art technologies are often new and untried; future technologies may supersede current technologies and the current standard of care. CLIENT understands that CONSULTANT's recommendations must be based upon technologies, standards, and other technical information known at the time the recommendations are made. Present recommendations may differ from recommendation that might be made at a previous or later time because of the evolving standard of care.
- No other representation, warranty or guarantee, express or implied, is included or intended by the Agreement.
- Subsurface Conditions** CONSULTANT's investigations and recommendations will be based on test borings, surveys or other investigative work. CLIENT understands that subsurface conditions elsewhere at the Project site may differ from those where test borings had been taken and further recognizes that geologic conditions may change over time.
- Certifications** CONSULTANT shall not be required to execute or supply any certification of any environmental conditions at the site unless
- 1) CONSULTANT, in its sole judgment, believes that sufficient work has been performed by CONSULTANT to provide the certification;
 - 2) CONSULTANT, in its sole judgment, believes that the site conditions investigated meet the criteria of the certification; and
 - 3) the exact form of such certification has been provided to CONSULTANT prior to the execution of the Agreement, and CONSULTANT has agreed, in writing, that the form is acceptable. Any certification supplied by CONSULTANT does not constitute a warranty or guarantee, either express or implied.
- Disclosure of Site History** CLIENT shall provide to CONSULTANT all known information regarding the current and historical past uses of the Project site. CLIENT further agrees that CONSULTANT may rely upon all such information supplied by CLIENT, and CLIENT warrants the accuracy and completeness thereof.
- Hazardous Substances** CLIENT agrees that it will supply to CONSULTANT all known information regarding the nature and existence of any hazardous, toxic or dangerous materials that exist on the Project site and that exist on any neighboring properties to the Project site. CLIENT will also inform CONSULTANT of any known leak, discharge or other release of any hazardous, toxic or dangerous materials on the Project site and on any neighboring properties of the Project site. If CLIENT subsequently becomes aware of any such information, it shall immediately inform CONSULTANT of the additional information. CLIENT further agrees that CONSULTANT may rely upon all such information supplied by CLIENT, and the CLIENT warrants the accuracy and completeness thereof.
- If CONSULTANT discovers unanticipated hazardous, toxic or dangerous materials during the performance of the Agreement, said discovery shall constitute a CHANGED CONDITION mandating re-negotiation of the scope of work to be performed by CONSULTANT and the terms under which the work is to be performed. In the event that CONSULTANT takes emergency measures to protect the health and safety of CONSULTANT personnel and/or the public, CLIENT shall compensate CONSULTANT for the cost of such emergency measures.
- Notwithstanding anything to the contrary herein, except to the extent that any claim, cost, expense, fine or penalty arises from the gross negligence or willful misconduct of CONSULTANT, its employees or agents, (for purposes of this provision, "agents" shall include CONSULTANT's suppliers or subcontractors of any tier) in CONSULTANT's performance of the Agreement, CLIENT shall remain responsible for any and all contaminants, pollutants, hazardous waste, spillage, seepage, adverse effect or environmental impairment occurring, incident to, arising out of, or in connection with any job performed or to be performed hereunder and CONSULTANT, its employees or agents shall not be responsible for any such contaminants, pollutants, hazardous waste, spillage, seepage, adverse effect or environmental impairment except to the extent that such claims, demands, costs, expenses, fines, or penalties, causes of action, suits, or other litigation arise out of the gross negligence or willful misconduct of CONSULTANT, its employees or agents. CLIENT shall protect, defend, indemnify and hold harmless CONSULTANT, its corporate affiliates and their respective officers, directors, employees and agents free and harmless from and against any and all claims, demands, cost, expense, fines or penalties, causes of action, suits or other litigation (including all costs thereof and attorneys' fees) of every kind and character on account of bodily injury, damage to property or violation of any pollution or similar law or regulation on account of, or incident to, or arising in connection with any pollution contamination, hazardous waste, spillage, seepage, adverse effect or environmental impairment arising out of or in connection with any job performed or to be performed hereunder, except to the extent that such claims, demands, cost, expense, fines, or penalties, causes of action, suits, or other litigation arise from the gross negligence or willful misconduct of CONSULTANT, its employees or agents.

- Right of Entry** CLIENT shall grant or arrange permission for right of entry by CONSULTANT upon the Project site to provide the Services under the Agreement, whether or not the Project site is owned by CLIENT. The use of environmental equipment and practice may unavoidably alter the existing site conditions and affect the environment in the area being studied. CONSULTANT will operate with reasonable care to minimize damage to property. The cost of repairing such damage will be born by CLIENT, unless otherwise specified in the Agreement.
- Underground Utilities** Prior to the initiation of CONSULTANT's field investigation, CLIENT shall designate the location of all subsurface structures, such as pipes, underground tanks, cables and utilities, within the property lines of the Project site and shall supply to CONSULTANT any written documentation regarding same. CLIENT warrants the accuracy of any information supplied to CONSULTANT, acknowledges that CONSULTANT will not verify the accuracy of such information, and agrees that CONSULTANT is entitled to rely upon the information supplied by CLIENT. CLIENT agrees to defend, indemnify and hold harmless CONSULTANT for any claims or damages related to the location of any subsurface structures at the Project site.
- Limitation of Liability** CLIENT agrees to limit the liability of CONSULTANT and all officers, directors, agents, shareholders, employees, consultants, subcontractors, and all other representatives of CONSULTANT to CLIENT for all claims, suits, arbitrations or other proceedings, to an aggregate amount of \$50,000 or the amount of compensation received by CONSULTANT for services performed regarding the Project, whichever is greater, whether or not such claims, causes of actions, suits, arbitrations, or other proceedings are based on negligence, breach of contract, strict liability or any other theory of legal liability. This limitation of liability includes any claim for attorneys' fees due under the Agreement.
- CLIENT further agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by CONSULTANT of such limitation of liability and require as a condition precedent to their performing the work a like limitation of liability on their part as against the CONSULTANT. In the event CLIENT fails to obtain a like limitation of liability provision, any liability of CLIENT and CONSULTANT to such contractor or subcontractor shall be allocated between CLIENT and CONSULTANT in such a manner that the aggregate liability of CONSULTANT to all parties, including CLIENT, shall not exceed \$50,000 or the amount of CONSULTANT's fee, whichever is greater. This limitation includes any claim for attorneys' fees due under the Agreement.
- This limitation of liability shall survive the expiration or termination of the Agreement and shall apply to any additional services not otherwise covered under the Agreement which are provided by CONSULTANT for the Project, whether or not such services are memorialized by an amendment, addendum or other modification to the Agreement.
- Consequential Damages** To the fullest extent permitted by law, CLIENT agrees that the CONSULTANT shall not be liable for any special, indirect or consequential damages, whether or not such claims, suits, arbitrations, or other proceedings are based on negligence, breach of contract, strict liability or other theory of legal liability.
- Indemnification** CLIENT shall defend, indemnify and hold harmless CONSULTANT, its officers, directors, agents, shareholders, employees, consultants, subcontractors, and all other representatives from and against all claims, injunctions, administrative proceedings, suits, damages or liability, direct or indirect, arising out of or resulting from the CONSULTANT's performance of services under the Agreement, unless liability arises by virtue of the sole negligence or intentional wrongful acts of CONSULTANT, its officers, directors, agents, shareholders, employees, consultants, subcontractors, and other representatives.
- Samples and Cuttings** CONSULTANT shall retain any soil, rock, water and other samples obtained from the Project as it deems necessary for a period not longer than forty-five (45) days after the issuance of any documents that includes the data obtained from those samples.
- Disposal of Materials** CLIENT shall be responsible for the removal and lawful disposal of any samples, cuttings and hazardous substances.
- Job Site Safety** CONSULTANT shall not be responsible for the safety of any persons other than its own employees, nor shall it be responsible for the operations, procedures, or practices of persons or entities other than CONSULTANT, its consultants, and its subcontractors.
- Changed Conditions** If, during the course of CONSULTANT's performance under the Agreement, conditions or circumstances are discovered which were not contemplated by CONSULTANT at the commencement of the Agreement, CONSULTANT shall notify CLIENT in writing of the newly discovered conditions or circumstances, and CLIENT and CONSULTANT shall then re-negotiate in good faith the terms of the Agreement. If amended terms cannot be agreed upon within 30 days after said notice, CONSULTANT may terminate the Agreement, and CONSULTANT shall be compensated as set forth herein under TERMINATION.
- Termination** The Agreement may be terminated by either party upon seven (7) days written notice in the event of a material breach of the Agreement. CONSULTANT may terminate the Agreement if CLIENT suspends CONSULTANT's work for more than sixty (60) days. In the event of termination, CLIENT shall pay CONSULTANT for the services performed prior to the date of termination, plus actual termination expenses incurred by CONSULTANT, including, but not limited to, the cost of completing analysis, records and reports necessary to document the Project's status at the time of termination.
- CLIENT agrees that the limitation of liability and the indemnity obligations of the Agreement shall be binding notwithstanding any termination of the Agreement.
- Delays** In the event CONSULTANT's services under the Agreement are interrupted due to delays other than delays caused by CONSULTANT, CONSULTANT shall be equitably compensated (in accordance with CONSULTANT's current Schedule of Charges) for the additional charges associated with maintaining its work force for CLIENT's benefit during the delay, or at the option of CLIENT, for such similar charges that are incurred by CONSULTANT for demobilization and subsequent re-mobilization.

Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. Delays within the scope of this paragraph which cumulatively exceed forty-five (45) days are deemed a CHANGED CONDITION under the Agreement.

- Notification and Reporting** CLIENT shall be solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies of the existence of any hazardous, toxic or dangerous materials located on or in the Project site, or discovered during the performance of the Agreement.
- Use of Reports** All reports of CONSULTANT, whether written or oral, and all opinions rendered by CONSULTANT are for the sole use of CLIENT. They are not to be provided to any other person or entity without the express written consent and authorization of CONSULTANT. No other party other than CLIENT may rely upon any reports supplied by CONSULTANT under the Agreement, without the express written consent and authorization of CONSULTANT. CLIENT shall make no representations to any third party that would lead that party to rely upon any reports supplied by CONSULTANT under the Agreement, without the express written consent and authorization of CONSULTANT. Moreover, CLIENT shall not use CONSULTANT's name in any offering circular, prospectus, annual report, financial statement or other similar material. CLIENT shall defend and indemnify CONSULTANT from and against all claims, damages, liability and expenses, including attorneys' fees, arising out of any such misuse of CONSULTANT's reports and name.
- Confidentiality** Documents, reports, disclosures and other information of any nature and description which CLIENT supplies to or makes available to CONSULTANT or which CONSULTANT discovers or develops in performance of the Services under the Agreement shall be deemed confidential. CONSULTANT shall not disclose same without CLIENT's written authorization, except to the extent that information is in the public domain or is required by law or under CONSULTANT's professional obligations to be disclosed.
- Ownership and Maintenance of Documents** CLIENT acknowledges that CONSULTANT's reports, boring logs, maps, and other similar documents are instruments of CONSULTANT's professional services, and they are not products. Unless otherwise specified in the Agreement and provided that CONSULTANT has been fully paid for the services rendered, CLIENT shall have the right to use such documents for purposes reasonably contemplated by the parties. CONSULTANT shall have the right, but shall not be obligated, to retain copies of all such materials and shall have the right to use same for any purpose, unless such use would be expected to cause unreasonable harm to CLIENT. CLIENT shall specify in advance and in writing if CLIENT desires CONSULTANT to maintain such materials for an extended period, and CLIENT agrees to pay for all such extra costs. CONSULTANT retains the right of ownership regarding any patentable concepts or copyrightable materials arising from any services provided under the Agreement.
- CLIENT shall not re-use any materials prepared in connection with the Agreement for extension of this Project or for any other Project without CONSULTANT's written authorization. CLIENT shall defend and indemnify CONSULTANT from and against all claims, damages, liability and expenses, including attorneys' fees, arising out of such unauthorized re-use.
- Payment** CONSULTANT will submit invoices on a periodic basis to CLIENT, and the invoices will be due upon receipt by CLIENT. A late payment charge of 1.5% per month will apply to all invoices not paid within thirty (30) days of mailing by CONSULTANT. CLIENT agrees that untimely payment of any invoice constitutes a material breach of the Agreement.
- Notices** All notices and communications from the CLIENT shall be to CONSULTANT's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing.
- Alternative Dispute Resolution** All claims or disputes between CONSULTANT and CLIENT arising out of or in any way related to the Agreement will be submitted to "alternative dispute resolution" (ADR) such as non-binding mediation, before and as a condition precedent to other remedies provided by law. Either party may demand ADR by serving a written notice that states the essential nature of the dispute and the amount of time or money claimed. The notice shall also indicate that the dispute is to be mediated within sixty (60) days of service of the notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or lawsuit may be commenced unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to sixty (60) days after service of notice.
- Attorneys' Fees** Should CONSULTANT initiate any action under the Agreement, CLIENT shall pay, in addition to any fees and costs owed, all reasonable attorneys' fees and legal costs incurred by CONSULTANT in such action.
- Governing Law** The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.
- Entire Agreement and Modifications** The Agreement and these Terms For Agreement For Environmental Consulting Services, including attachments incorporated therein by reference, represents the entire agreement and understanding between the parties, and any negotiations or prior agreements are intended to be integrated and to be superseded by the Agreement and by these Terms For Agreement For Environmental Consulting Services, unless otherwise expressly specified by the Agreement.

Any modification to the Agreement shall be in writing and signed by authorized representatives of the parties.