



July 20, 1995

ICES 2128

Ms. Lynn M. Nightingale
102 Flying Cloud Isle
Foster City, California 94404

Subject: Proposal
Preliminary Site Investigation Work
Plan
4629 Martin Luther King, Jr. Way
Oakland, California

Dear Lynn:

At your ("the Client") request, we have prepared the subject proposal for your review and consideration. This proposal describes proposed grab groundwater sampling activities at 4629 Martin Luther King, Jr. Way in Oakland, California ("the Site").

The preliminary site investigation work plan was requested by Alameda County Health Care Services Agency (ACHCSA) to assess the extent of petroleum-affected groundwater resulting from an apparent release from the former underground storage tanks (USTs) at the Site.

Innovative and Creative Environmental Solutions (ICES) will perform work for this project for a lump sum of \$2,800.00. The work estimated herein is based upon the level-of-effort deemed necessary to complete the tasks described above. The estimated budget will not be exceeded without prior authorization by the Client. Additionally, the Scope of Work as described herein will not be modified without the Client's prior approval.

Tel (510) 652-3222

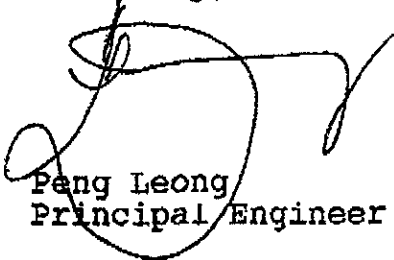
Fax (510) 652-3555

4629 Martin Luther King, Jr. Way
Preliminary Site Investigation Work Plan
July 20, 1995
Page 2

This proposal has been prepared in the form of a work order to expedite the work. Two copies of the Authorization to Proceed are attached. Please sign the Authorization to Proceed and return one copy to us.

Please do not hesitate to contact me if you have any questions or comments concerning this proposal/work order.

Sincerely,



Peng Leong
Principal Engineer

Enclosure

AUTHORIZATION TO PROCEED

**PROPOSAL
PRELIMINARY SITE INVESTIGATION WORK PLAN
4629 MARTIN LUTHER KING, JR. WAY
OAKLAND, CALIFORNIA**

Approval and acceptance of this ICES Proposal/Work Order dated July 20, 1995 and the attached General Conditions are acknowledged by the signatures of duly authorized representatives of Ms. Lynn Nightingale and ICES. ICES is authorized to proceed with the scope of services described in the ICES Proposal/Work Order (ICES 2128) dated July 20, 1995.

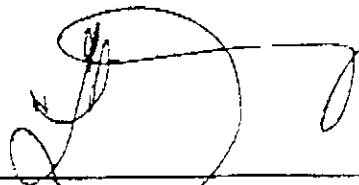
LYNN M. NIGHTINGALE

Signature

Date

Name:

Title:



Peng Leong
Principal Engineer

Jul 20/95

Date

GENERAL CONDITIONS

1.0 Billing

- 1.1 Invoices will be issued periodically at various stages of completion of the scope of work, payable within thirty (30) days of receipt, unless otherwise agreed.
- 1.2 Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amount not paid within 30 days. Payment thereafter will be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Ms. Lynn Nightingale ("the Client").
- 1.3 Client, shall be defined for the purposes of this agreement as the Business entity (or individual) set forth on the attached "Approval and Acceptance" above the signature, thereon and shall include agents, officers, directors, partners, or subsidiary companies or corporations with knowledge and/or consent of this agreement, all of whom shall be bound by the terms of this contract, acquiescence to which is presumed by virtue of the signature on the "Approval and Acceptance."
- 1.4 In the event that the Client requests termination of the work prior to completion of the work, ICES reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 35% of all charges incurred up to the date of the stoppage of the work may, at the discretion of ICES, be made.
- 1.5 ICES reserves the right to withhold the final work product in the event full payment has not been received from the Client.

2.0 Warranty and Liability

- 2.1 ICES warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 ICES's liability shall be limited to injury or loss caused by the negligence of ICES. ICES has neither created nor contributed to the creation of existence of any hazardous, toxic, irritant, pollutant, or otherwise dangerous substance or conditions at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 ICES's liability for injury or loss arising from (1) professional errors or omissions or (2) any other toxic, irritant, pollutant or waste gases, liquids or solid materials shall not exceed \$5,000.00 or our fees, whichever is greater.
- 2.4 The Client agrees to defend, indemnify, and hold ICES harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by ICES's performance or services hereunder.
- 2.5 In the event the Client makes a claim against ICES, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by ICES in defending itself against the claim.