



1420 Harbor Bay Parkway, Suite 120
Alameda, CA 94502
510 748-6700

JUN 18 2001



Facsimile Cover Sheet

TO:	Robert Mintz Name	Robert Mintz Design Studio Firm/Location	(415) 831-6162 Fax Number
FROM:	Mark Litzau Name	ENSR Alameda Division/Dept.	(510) 748-6700 Phone Number
DATE:	June 1, 2001 Date Time		
RE:	Environmental Services for the Preparation of a Work Plan for Additional Phase II Work for 819-823 East 12th Street, Oakland, California.		

NOTES:

Following is the above captioned proposal.

Please contact me at 510.748.6700 with any questions.

Mark C. Litzau
Senior Program Manager

Call (510) 748-6700 regarding
problems with this transmission.

1420 Harbor Bay Parkway, Suite 120
Alameda, CA 94502
FAX (510) 748-6799

Cover Page + 10 Pages

Accounting No: 8727-A81

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**ENSR International**

1420 Harbor Bay Parkway
Suite 120
Alameda, CA 94502-7059
(510) 748-6700
FAX (510) 748-6799
www.ensr.com

June 13, 2001

Mr. Robert Mintz
Robert Mintz Design Studio
3215 Clement Street, No. 203
San Francisco, CA 94121

RE: Environmental Services for the Preparation of a Work Plan for Additional Phase II Work for 819-823 East 12th Street, Oakland, California.

ENSR Proposal Number 8727-A81

Dear Mr. Mintz:

In response to your request, ENSR is pleased to present this proposal for environmental services at the above referenced site. Previous investigations indicate that historical use of the site included auto-dismantling activities that resulted in oil and metal contamination in the soil and groundwater. We understand that the site is intended for mixed-use development and that the Alameda County Department of Environmental Health (ACDEH) has requested delineation of the lateral and vertical extent of petroleum hydrocarbons and metals in the soil and groundwater at the site. ENSR is proposing to develop a work plan in conjunction with ACDEH approval to conduct a soil and groundwater investigation to determine the extent of contamination underlying the site.

ENSR International Inc. is a leading worldwide environmental services company with 33 years of experience. In Northern California, ENSR employs over 30 multidisciplinary personnel including engineers, scientists, and geologists. Our expertise includes initial site investigation, remedial design, and regulatory negotiations. We have successfully negotiated with ACDEH, Eva Chu in particular, and for "closure" or "no further action" at many sites in Northern California.

Technical Analysis

A previous investigation, *Phase II Environmental Site Investigation*, by Basics Environmental, September 25, 1996, indicated that total recoverable petroleum hydrocarbons and dissolved heavy metals underlie the site in the soil and groundwater. This contamination appears to be the result of past auto dismantling activities at the site. Previous data indicates that the highest concentrations of petroleum hydrocarbons and heavy metals are in the area of the former sump.

In accordance with ACDEH requests ENSR purposes to develop a work plan and conduct a Phase II investigation.

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*Emphasized sump area.
 Did not include analysis for VOCs + SVOCs
 No BSCA proposal*

Scope of Work - Work Plan

ENSR will develop a work plan detailing environmental investigation activities to be performed at the site. The work plan will indicate the approximate location of soil and groundwater borings and the laboratory analyses to be performed. The work plan will be developed under the guidance of Ms. Eva Chu, Hazardous Materials specialist for ACDEH. Prior to any field investigation, the work plan would need formal approval by the ACDEH; however, ENSR has reviewed the scope of the proposed environmental investigation with Ms. Chu, and has received preliminary approval regarding this proposal.

Field Investigation

The work plan will detail the final location of the proposed borings, however for the purposes of this proposal ENSR has identified several areas requiring further investigation. ENSR intends on installing 4-5 Geoprobe® borings throughout the site, primarily in the vicinity of the former sump. After reviewing the previous Phase II document, it appears that the area of the former sump has not been adequately defined for contamination. ENSR proposes to investigate the lateral extent of contamination through the addition of 3 borings to be located on the north, south, and east of the former sump area. ENSR also proposes to place one boring in the center of the property and possibly another for the southern boundary of the property. All borings will be installed using a truck mounted Geoprobe®, which will expedite the collection of soil and groundwater underlying the site, and is less intrusive to the site. Prior to installation of soil borings, an underground utility locator will need to confirm the presence or absence of underground utilities. It is ENSR's understanding that this task has been completed, therefore it is not included in this proposal. Disposal of soil cuttings will be the responsibility of the site owner.

Soil samples will be collected at six inches below ground surface and at five-foot increments thereafter to a depth of 20 feet below ground surface (bgs) or until groundwater is encountered. Previous reports indicated that the depth to groundwater was 10 to 12 feet bgs. For purposes of cost estimating, ENSR assumes that three soil samples (0.5', 5.0', 10') and one water sample will be collected from each boring. *pre-filtered*

Sample Analysis and Reporting

Samples will be analyzed for total recoverable petroleum hydrocarbons (heavy constituents) by EPA Method 418.1 and total and dissolved LUFT Metals (Cd, Cr, Ni, Pb, Zn) by EPA Method 6010. In an effort to maintain laboratory costs, initially ENSR will not have all samples analyzed (stored by laboratory) but will utilize field observations (discoloration, odors) to determine which samples to analyze. Based on these results, ENSR will determine the need to analyze the stored samples.



Mr. Robert Mintz
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Project Team

ENSR has drawn together a strong technical team to assist in achieving closure at this site. In an effort to maintain costs, ENSR is dedicated to utilizing field personnel for the majority of the work at this site, with reliance on the senior staff for guidance in achieving the task at hand.

- Mr. Mark Litzau, Senior Chemical Engineer, will be the project manager for all activities at the Site and will be the primary contact for Robert Mintz Design Studios and Eva Chu with ACDEH. Mr. Litzau has over 20 years of technical experience and has favorably negotiated closure on several sites throughout Northern California.
- Ms. Jackie House, R.G., C.E.G., Senior Project Geologist, will oversee groundwater monitoring activities, groundwater modeling, laboratory sampling activities. Ms. House has successfully managed groundwater remediation activities on numerous sites in California.

Schedule

ENSR is prepared to begin work upon receiving your written authorization to proceed. The work plan will be written and submitted within the first two weeks. Upon approval of the work plan by ACDEH, ENSR will complete the site work within two weeks. The final letter detailing the work plan, field activities, laboratory results and technical analysis will be provided within two weeks of receiving the laboratory results.

Cost Estimate

ENSR will provide the above referenced services on a time and materials basis in accordance with the attached Commercial Terms and General Conditions (Form 102, dated July 1997). The following table is a breakdown of the costs for the proposed Work Plan and additional Phase II services:

Task	Description	Cost
1	Project Management / Coordination	\$ 800
2	Work Plan Development / Regulatory Interface	2,000
3	Soil & Groundwater Investigation	2,800
4	Laboratory Analysis	2,100
5	Final Report	1,500
Total		\$ 9,200



Mr. Robert Mintz
Robert Mintz Design Studio
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We thank you for the opportunity to work with you on this project. If you have any questions or require additional information please contact us at (510) 748-6700.

Sincerely,

Cassi Stagg for

Mark C. Litzau
Senior Program Manager

A handwritten signature in black ink that reads "Peter Rasco". The signature is fluid and cursive.

Peter Rasco
General Manager

Attachments: Commercial Terms
General Conditions (Form 102)
Introduction to ENSR
Authorization Page



Commercial Terms

Time and Materials Agreement Effective April 1, 1999

SCOPE OF SERVICES - ENSR Corporation, referred to herein as "ENSR", will perform the services described in its proposal or, in the absence of a proposal, as defined in writing and approved by ENSR and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

<u>Staff Category</u>	<u>Rate/Hour</u>	<u>Staff Category</u>	<u>Rate/Hour</u>	<u>Staff Category</u>	<u>Rate/Hour</u>
P4	\$60.00	P9	\$110.00	P13	\$155.00
P5	\$70.00	P10	\$125.00	P15	\$200.00
P7	\$85.00	P11	\$135.00	CS	\$225.00
P8	\$95.00	P12	\$145.00		

All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that ENSR's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate ENSR at 150% of the Billing Rate, including preparation time, and shall reimburse ENSR for all out of pocket costs as provided herein.

RETAINER - ENSR may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, ENSR and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by ENSR directly attributable to the performance of Services together with a twenty percent (20%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a ten percent (10%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as a percentage of labor cost, or as quoted.

INVOICING AND PAYMENT - Invoices will be issued monthly itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Original receipts will be available for review at ENSR's Acton, MA office, but will not be released. Payments are due at the address appearing on the invoice within thirty (30) days of invoice date. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, ENSR may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due ENSR on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that ENSR places Client's account in the hands of an attorney for collection, Client agrees to pay ENSR all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES - ENSR's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on ENSR's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. ENSR will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall ENSR's estimate be interpreted as a not-to-exceed or fixed price. In the event ENSR is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, ENSR will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, ENSR shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by ENSR, or in the event that the assumptions underlying ENSR's proposal prove to be different from the facts actually encountered by ENSR during the performance of the Services.

AGREEMENT - These Commercial Terms and the attached General Conditions ENSR Form 102 (7/97) govern the performance of the Services and rights and obligations of the parties.



ENSR Corporation

General Conditions

1. **ACCESS.** Client grants or shall obtain for ENSR Corporation ("ENSR") and its subcontractors authority to enter the property upon which ENSR's Services are to be performed ("Site"), at Client's expense.
2. **CLIENT INFORMATION.** Client understands that ENSR is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise ENSR of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.
3. **STANDARD OF SERVICES AND WARRANTY.** ENSR agrees to perform its Services in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by ENSR are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by ENSR's investigation and the portions of the Site actually investigated, sampled or tested by ENSR. ENSR shall, for the protection of Client, request from all vendors and subcontractors from which ENSR procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. ENSR's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, ENSR warrants that, if any of its completed Services fail to conform to the above standard, ENSR will, at its expense and provided ENSR is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to ENSR for the defective Services. Except as provided in this Section, ENSR makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.
4. **CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding ENSR's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that ENSR may use and publish Client's name and a general description of the Services provided to Client in describing ENSR's experience and qualifications to other clients and potential clients.
5. **WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by ENSR for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, ENSR shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold ENSR harmless from any and all such claims or damages.
6. **INSURANCE.** ENSR shall maintain Workers' Compensation and Employer's Liability Insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability Insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per occurrence and in the aggregate.
7. **INDEMNITY BY ENSR.** ENSR shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including attorneys fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of ENSR. ENSR's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify ENSR from and against all further liability under the above indemnity arising from such Services.

8. CHANGES. Notwithstanding any other provisions of the Agreement to the contrary, ENSR shall be entitled to additional compensation for work in the event that ENSR experiences any increases in costs due to changes in ENSR's scope of work from that included in ENSR's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by ENSR. ENSR shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with ENSR's then current standard commercial rates.

9. REMEDIES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) ENSR with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against ENSR and to indemnify, defend and hold ENSR harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend ENSR from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of ENSR; it being the intention of the Client to assume any liability alleged to have resulted from ENSR's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. ENSR's Services are performed as an independent contractor.

12. FORCE MAJEURE. ENSR shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.

13. LIMITATIONS OF LIABILITY. Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Client agrees that ENSR's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by ENSR hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, ENSR reserves the right to suspend its Services hereunder and shall so timely notify Company.

14. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, ENSR shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow ENSR to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall ENSR take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes.

15. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) ENSR's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of ENSR. ENSR hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or ENSR. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the ENSR office that issued the proposal is located.

ENSR INTERNATIONAL'S QUALITY ENVIRONMENTAL SERVICES



ENSR WORKS FOR YOU

Since 1968, ENSR International has assisted industrial and commercial companies and the regulated community with comprehensive money-saving solutions to air, water, waste, EH&S and real property issues. We provide fast response and consistent service from 70 worldwide locations. ENSR is known for:

- **International expertise** in air and water toxics, contaminant fate/transport, environmental and risk assessment, pollution prevention, due diligence, worker health management of asbestos, lead-based paint and other hazardous building materials.
- **Cost-effective solutions** for industry's toughest air, water, hazardous waste/contaminated sites, commercial property management and facility engineering challenges.
- **Integrated professional services** to achieve regulatory closure of contaminated properties.
- **Fast-track permitting** of industrial, hazardous waste and energy facilities, including agency negotiation and community relations.
- **Innovative project leadership**, combining existing and new technology and business approaches to remediate contaminated sites.
- **Professional engineering, architecture and consulting services** for complete facility engineering and design as well as thorough physical condition assessments of any facility type.
- **Over 200,000 air quality, RCRA, Superfund handbooks and hazardous waste guides** used widely to interpret complex regulations.
- **Leading edge environmental management consulting** that has helped clients worldwide reduce costs and liabilities, comply with ISO 14001, and improve environmental and operational performance.

SPECIALIZED EXPERTISE AND INTEGRATED SERVICES

COST-EFFECTIVE EHS MANAGEMENT & COMPLIANCE

Many companies have reduced total corporate costs and liabilities through ENSR's proactive EHS compliance programs. We offer management consulting and technical expertise in strategic planning, training, auditing, outsourcing, information tools, and EHS management systems including ISO 14001 standards. Also, our IAPC international audit protocols cover regulations in over 30 countries.

ENSR also offers expert industrial hygiene and health and safety compliance services, including on-site audits, employee exposure monitoring, indoor air quality, occupational health and safety program design and implementation, and training.

INTEGRATED REMEDIATION AND REGULATORY CLOSURE

Our integrated remediation and regulatory closure services offer proven technical and business approaches for reaching regulatory closure at contaminated properties. Combining assessment and remediation in a comprehensive site closure strategy helps our clients achieve significant cost savings and risk reduction, even for complex and difficult sites. By offering new business solutions, guaranteed fixed price and performance-based contracts, we help our clients improve their bottom line.

Our services include regulatory negotiation, preliminary assessment, site investigation, risk assessment, feasibility evaluation, design engineering, remediation, and operation and maintenance – to achieve "no further action" determinations. With a high priority on safety, ENSR has assessed and remediated 4,000 properties, including nearly 100 Superfund and over 100 RCRA sites.

EXPERT WASTE MANAGEMENT

ENSR provides monitoring and compliance solutions to manage hazardous wastes under regulations such as RCRA and TSCA, and to meet clients' needs for cost and liability reduction. Our staff includes former industrial and regulatory managers, with extensive technical and agency knowledge that sets us apart from other firms. Services include strategic waste management

ENSR
INTERNATIONAL

ENSR Services

planning, helping managers understand requirements for proper hazardous waste characterization and disposal; assisting with RCRA/TSCA and state compliance and reporting; and identifying and implementing process and facility changes to reduce the overwhelming burden for environmental staff.

WORLD-RENOWNED AIR EXPERTISE

For 30 years, ENSR has been internationally known for leading-edge air quality and air toxics expertise. We have negotiated air quality solutions for thousands of industrial facilities and secured over 1,500 air quality permits, many for projects deemed unpermissible. We are especially adept at helping industry anticipate, interpret, and comply with regulations. We offer practical advice on Title V, RMP and CAAA plans for air quality compliance.

COMPREHENSIVE PERMITTING AND COMPLIANCE

Environmental permitting is critical to the success of both new and existing projects. ENSR has permitted over 150 cogeneration and hazardous waste incinerators; hundreds of landfills and TSD facilities; thousands of new industrial and energy developments including major international power projects; EIA/Planning and mineral projects, and industrial boilers — many on the fast-track. We also help maintain ongoing compliance for all media and requirements. We speed the process in all states/EPA regions by working with agencies to identify and remove permitting obstacles.

AUTHORITATIVE RISK ASSESSMENT/TOXICOLOGY

ENSR's health and environmental risk assessment and toxicology experts are known for accurate and defensible assessments that pinpoint priorities, save costs, and "do it right the first time." ENSR experts have helped companies negotiate realistic cleanup plans and levels to reduce

risks from air emissions, workplace chemicals, and hazardous waste sites. We operate an advanced lab equipped to meet virtually any toxicity testing need.

RAPID DUE DILIGENCE ASSESSMENTS

ENSR has performed over 5,000 due diligence assessments nationwide, and hundreds internationally, including major multinational acquisitions of 100 individual properties. Our high-quality site assessments are quick and consistent, smoothing transactions and helping companies meet urgent closing dates.

ENSR's professional property management team evaluates the condition of real property for building components and systems, and structural and regulatory code compliance issues — information necessary to make sound financial decisions. We offer complete property management services needed to reduce potential liabilities during acquisition/divestiture of any real estate facility.

SPECIALIZED PROCESS AND FACILITY ENGINEERING SERVICES

ENSR provides optimized environmental systems designs for source minimization, segregation, recycle-reuse, by-product recovery, pretreatment and end-of-pipe treatment. After making operating and process recommendations to minimize environmental problems and associated costs, we develop detailed bid packages to ensure project scope is clearly defined and that our clients receive the most competitive equipment procurement and construction bids possible.

Our engineers have experience in manufacturing process, environmental process, and complete facility, civil, mechanical and electrical design. This includes HAZWOP reviews, operations manuals, operator training, as well as project and construction management, and start-up capabilities.

ENSR INTERNATIONAL 800-722-2440

AL, Florence (256) 767-1210	(207) 773-9501	TX, Austin (512) 336-2425
AK, Anchorage (907) 561-5700	MD, Columbia (410) 884-9280	TX, Dallas (972) 509-2250
AK, Fairbanks (907) 452-5700	MA, Acton (978) 635-9500	TX, Houston (713) 520-9900
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CA, Sacramento (916) 362-7100	NJ, Piscataway (732) 457-0500	
CO, Ft. Collins (970) 493-8878	NY, Albany (518) 453-6444	Bolivia
Ft. Collins Tox Lab (970) 416-0916	NY, Metro Area (914) 347-4990	Brazil
CT, Stamford (203) 323-6620	NY, Rochester (716) 381-2210	Bulgaria
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UNSURPASSED WATER QUALITY EXPERTISE

Our water resources capabilities are unsurpassed by any other environmental consulting and engineering firm. ENSR provides solutions to the spectrum of water issues — from design and implementation of large field data collection programs, data analysis and interpretation, computer modeling of water resources systems, and engineering design, to discharge and water resources permitting and expert witness testimony. We specialize in solving complex water quality/watershed problems and are known for negotiating realistic water quality permits. Our technical skills, combined with regulatory analysis and agency negotiation expertise, help our clients achieve and maintain regulatory compliance, reduce costs, and avoid liability.

ENSR INTERNATIONAL

Since 1968, ENSR International has been solving complex environmental problems for industrial and commercial clients and the regulated community. We provide comprehensive EHS management, air, water, hazardous waste, permitting, real property, and facilities engineering solutions. ENSR serves clients with 1,500 staff in 70 international locations.



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**ACCEPTANCE OF PROPOSAL
ENSR PROPOSAL NO. 08727-A81**

June 13, 2001

The scope of work, project team, schedule, and time and materials cost estimate of \$9,200 as presented in this proposal, are hereby accepted. ENSR is authorized to perform the services as specified in this proposal. The proposed services will be performed in accordance with the attached Commercial Terms and General Conditions (Form 102).

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

8727-A81