

John P. Cummings & Associates

Environmental Consultants

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P.O. Box 2847
Fremont, CA 94536-2847

File No 0297003.01.
April 10, 1997

VIA FAX & U S MAIL

Michyle A. Lapedis, Esq.
LANFERMAN, FISHER & HASHIMOTO
3100 Mowry Avenue
Fremont CA 94536

Re: HAYWARD R. V. STORAGE
Soil Removal Proposal
3636 Depot Road
Hayward, CA 94545

Dear Ms Lapedis:

John P. Cummings and Associates (JPCA) is pleased to offer this proposal to conduct an environmental investigation, soil removal, for HAYWARD R. V. STORAGE, 3636 Depot Road located in Hayward, California. This letter contains a description of the work proposed and a cost estimate for this assessment.

This investigation will include the removal of soil from where a steel tank was stored at the subject site and collection of one confirmatory soil sample in the soil beneath the area of soil removal.

BACKGROUND

It was reported that a surface sample of soil was obtained, from the area where a steel tank was stored, by Ronald J. Owcarz, REHS, Hazardous Materials Specialist of the Alameda County Health Care Services (ACHCS).

The analysis of the surface soil sample reported non detection of Gasoline and Diesel fuel products. The analysis reported that the soil contained 1.6% Total Oil and Grease. This analysis was performed by the ACHCS laboratory. Based on their analytical results of that soil sample, Mr. Owcarz requested that the soil, around the former tank storage area be removed.

SCOPE OF WORK

The work proposed will include the following tasks.

Task 1

Removal of approximately 1/2 foot of soil in a 3 foot by 3 foot square, from the area in the soil at the former tank storage site, using a licensed back hoe operator. The soil will be placed in steel 55-gallon drums for disposal.

Task 2

One soil sample shall be collected from the approximate middle of the square, using pre-cleaned brass tubes to confirm removal of the contaminated soil. The soil sample collected in the brass liner will be preserved by covering both ends with Teflon tape, capping with plastic caps and sealing the caps with plastic tape. the soil sample will be labeled and logged under Chain-of-Custody (COC) control and will be stored in a cooler with ice, transported to a state certified laboratory for analysis with COC documentation.

Task 3

The soil samples collected will be analyzed for Total Oil and Grease (TOG) via SM 5520/EPA protocol 418.1 and CCR 17 Metals at a California State Certified Laboratory.

Task 4

The fourth and final task is to prepare of a report of our findings and to provide HAYWARD R-V STORAGE, through their attorney, Michyle A. Lapedis, with the results of the investigation and the laboratory analyses of the samples. The report will include a summary of the field work, COC documentation, certified analytical results, conclusions and recommendations, signed by a California Certified Engineering Geologist, regarding the potential environmental liabilities, if any, at the site. Two copies of the report will be submitted.

COST ESTIMATE AND SCHEDULE

In order to perform the Scope of Work generally outlined above, with analysis of the soil sample collected for confirmation of the removal of the contaminated soil. JPCA proposes a budget of \$1,890.00 for the environmental assessment based on the assumptions listed below.

The costs include Professional fees, travel, per diem, equipment use and chemical analyses, to provide two copies of the report to the client.

1. The depth to groundwater and the gradient are generally as assumed.

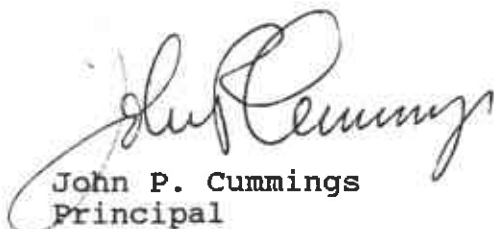
2. The soil contaminated with oil and grease and can be disposed as oil contaminated soil in a regulated landfill.
3. Laboratory analyses are conducted on a normal (10 day) turnaround schedule. Shorter turnaround time is available at a higher cost.
4. Water and electric power are available on site during the drilling.
5. The county and/or other regulatory agencies do not request data that is in addition to what is proposed here.

Projects of this nature can generally be completed by JPCA in about two weeks following the sampling. We can commence this initial assessment immediately upon notice to proceed.

For your convenience, we have enclosed a standard form of agreement we routinely use for projects of this nature. One signed copy of this agreement will serve as our notice to begin work.

I trust that you will find this proposal satisfactory to your needs. If you have any questions, please contact me at (510) 505-0722.

Sincerely,



John P. Cummings
Principal

Enclosures (Mail only)

**AGREEMENT BETWEEN JOHN P. CUMMINGS & ASSOCIATES AND CLIENT
FOR PROFESSIONAL SERVICES**

This Agreement is made on the ____ day of _____ 19____,
by and between: _____ and John P. Cummings &
Associates. (JPCA)

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. **Description of Services:** As described in the letter proposal dated 10 April 1997 to Michyle A. Lapedis, Esq. and incorporated by reference, File No. 0297003.01.
2. **Period of Performance:** Report completed two weeks after sampling.
3. **Basis of Compensation:** \$1,890.00 for soil removal, disposal, collection and analysis of one confirming soil sample.
4. **Method of Invoicing:** \$1,890.00 on completion of the report.
5. **Professional Retainer:** None required.
6. **General Conditions:**
 - a. Payments for invoices prepared by JPCA are due and payable upon receipt. Service charges of 1.5% per month may be added to amounts for which payments are not received within 30 days of invoice date.

b. This agreement may be terminated by either party upon 15 days notice in writing to the other party. Upon termination, JPCA shall prepare and submit a final invoice for services rendered to termination date together with any termination expenses occurred.

c. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in JPCA Schedule of Fees which is in effect at the time of performance of the work.

d. Any drawings and specifications developed pursuant to this Agreement are instruments of service and as such the original documents, tracings, and field notes are and remain the property of JPCA regardless of whether the work for which they prepared is executed.

e. In the event that legal action is instituted to enforce any terms of the Agreement, the party which does not prevail shall pay the legal expenses of the prevailing party, including attorney's fees.

f. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

g. If applicable (i.e., if construction at the site is performed by entities other than JPCA or JPCA's subcontractors), Client agrees that JPCA shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of JPCA or its subcontractors. The Client will either make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless JPCA from such liabilities. The provision of this Article 6g shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date first mentioned above.

JOHN P. CUMMINGS & ASSOCIATES

SIGN: 

NAME: John P. Cummings

TITLE: Principal

CLIENT:

SIGN: _____

NAME: _____

TITLE: _____

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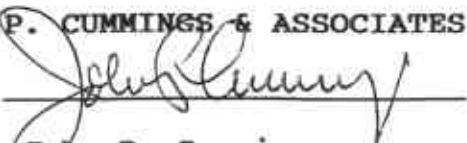
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