



# TITAN ENVIRONMENTAL SOLUTIONS, INC.

March 31, 2008

Mr. Bill Griffin  
7803 Puritan Street  
Downey, CA 90242

**RE: PROCEDURE 5 LETTER / SITE ASSESSMENT**  
**7803 Puritan Street**  
**Downey, CA 90242**  
**Project #172408P5**

Dear Mr. Bill Griffin;

Titan Environmental Solutions, Inc. (Titan Environmental) is pleased to submit this proposal for a Procedure 5 letter for the above referenced property. We appreciate your consideration of Titan Environmental Solutions, Inc. (Titan Environmental) for the provision of professional services on the project referenced above. Per our communication on this project, we have evaluated your technical requirements and have developed the following fee proposal. Titan Environmental recognizes the scope of work to include an approved Procedure 5 letter for the above-referenced property. Work is scheduled for **1 shift**, following your commitment; the letter will be submitted to South Coast Air Quality Management District within one week of your approval. The cost of said services will be **\$900.00**. Please see cost estimate breakdown attached. Titan Environmental will provide invoices on this project based upon the following billing schedule Net 30 upon receipt of invoice.

The project, including fieldwork, shall be completed in approximately one week following approval to proceed. Should you have any questions, comments or require additional information, please feel free to call (714) 871-8711.

Sincerely,  
***Titan Environmental Solutions, Inc.***

  
Robert Menald, CAC



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## COST

Titan Environmental will perform the scope of work for the unit costs provided in Table 1:

**TABLE 1:  
APPROVED PROCEDURE 5 LETTER**

| Description                                      | No. of Units | Rate     | Subtotal        |
|--|--------------|----------|-----------------|
| <b>Procedure 5 letter<br/>Field Inspector(s)</b> | 1            | \$900.00 | <b>\$900.00</b> |
| <b>Asbestos Sample Analysis</b>                  |              |          |                 |
| Polarized Light Microscopy (24 Hour Turnaround)  | 0            | \$15.00  | <b>\$0.00</b>   |
| <b>Lead Paint Sample Analysis</b>                |              |          |                 |
| Lead Paint Chips (3 Day Turnaround)              | 0            | \$15.00  | <b>\$0.00</b>   |
| <b>Report(s)</b>                                 |              |          |                 |
| REPORT /   | 1            | \$100.00 | <b>N/C</b>      |
| <b>TOTAL PROFESSIONAL FEES</b>                   |              |          | <b>\$900.00</b> |

**N/C- No Charge / Charges Waived**



# TITAN ENVIRONMENTAL SOLUTIONS, INC.

## AUTHORIZATION AND ACCEPTANCE OF CONDITIONS

The project, including fieldwork, shall be completed in approximately one week following approval to proceed. Should you have any questions, comments or require additional information, please feel free to call me at the office number (714) 871-8711.

Sincerely,  
***Titan Environmental Solutions, Inc.***

Robert Menald, CAC

ACCEPTED By: **Mr. Bill Griffin**

**\$900.00**

BY: \_\_\_\_\_  
(PRINT NAME) (SIGNATURE)

\_\_\_\_\_  
(TITLE) (DATE) (P. O. NUMBER)

Payment Terms: Net 30 days after final invoicing

No charges will be billed beyond the scope outlined herein without prior written consent

## Terms and Conditions

1. **Parties:** Client agrees to retain the services of Titan Environmental Solutions, Inc. (Titan Environmental) under the terms and conditions set forth in this agreement.
2. **Term:** The term Client shall mean the individual, individuals, or entity, described in the Work Authorization.  
The term Site shall mean the real property described in the Work Authorization.  
The term Work shall mean all work, including labor, materials, and equipment, to be performed by Titan Environmental Solutions, Inc. as described more particularly in the Work Authorization.  
The term investigation shall mean the gathering of relevant information.  
The term assessment shall mean the process of evaluating relevant investigation information.  
The term consulting shall mean offering opinions and advice for the exclusive purpose of aiding the client in their decision making process.  
The term testing shall mean the process of taking samples and having those samples analyzed by the laboratory.
3. **Scope of Work:** Titan Environmental shall conduct environmental investigation and assessment of the site to assess and determine the potential existence of toxic materials at the Site and provide Client, for its sole benefit and exclusive use, with the environmental consulting and testing services set forth in the accompanying Work Authorization.
4. **Purpose:** Titan Environmental shall conduct an environmental assessment and investigation of the Site to assess and determine the potential existence of toxic materials at the Site as more particularly described in the scope of work outlined in the accompanying Work Authorization.
5. **Payment Terms:** Titan Environmental will bill the Client on a monthly or per-project basis for all services performed pursuant to this Agreement, including, but not limited to, fees for labor, and costs for materials, equipment, etc.  
**Invoices are due upon receipt.** Client agrees to promptly advise Titan Environmental of any questions about or objectives to, an invoice. Client further agrees that if he/ she/ it have not informed Titan Environmental of questions or objections within thirty (60) calendar days after the date of a statement, that the statement will be conclusively regarded as accepted and approved by Client, and thereafter Client will not be entitled to object to that statement.
6. **Disclosure:** Upon execution of this Agreement, Client agrees to provide Titan Environmental with all information in its possession which may be pertinent to the scope of work including all information concerning the actual or possible presence of hazardous materials, substance or conditions existing in, on, or near the Site which present a potential danger to human health, the environment, or Titan Environmental and its equipment, Client further agrees to update Titan Environmental, on an ongoing basis, and provide additional information concerning Site conditions as soon as practicable after discover by Client.
7. **Site Access and Conditions:** Client shall grant or obtain free access to the Site for all Titan Environmental personnel and equipment required to perform the work. Titan Environmental will take reasonable precautions to minimize damage to the Site. Client is responsible for identifying and assisting Titan Environmental in identifying the locations for inspection, unless otherwise set forth in the contract.
8. **Unforeseen Conditions or Occurrences:** Client acknowledges that during the course of Titan Environmental's work it may discover the existence of unanticipated conditions or hazardous materials which substantially alters the necessary services or risks involved in completing its services. This shall be referred to as a "changed condition(s)". Titan Environmental shall promptly notify and consult with Client upon the discovery of such changed condition(s). Client agrees that the discovery of changed conditions mandates a re-negotiation of the scope of work or termination of services. Client agrees to compensate Titan Environmental for all costs incident to the discovery of such unanticipated materials or conditions.
9. **Warranty of Expertise:** Titan Environmental warrants that it possesses the degree of skill necessary to conduct the assessment and tests required under this Agreement.
10. **Standard of Care:** Titan Environmental agrees to provide technical and professional advice regarding environmental conditions and to use its professional judgment and perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable environmental consulting professionals, in California at the time of service. Client acknowledges that the identification of environmental conditions and the prediction of future or concealed conditions is an inexact scientific endeavor.

11. **Compliance with Law:** In performing the assessment required under this Agreement, Titan Environmental shall comply with all applicable federal, state, and local laws, regulations, and ordinances.
12. **Limitation on Liability:** Client agrees that Titan Environmental's liability to Client, or any third party, for any claims and/or suits, including negligence, errors and omissions, strict liability, or breach of contract, whether arising out of, or in any way related to the project, the Site, or this Agreement, shall not exceed the amount paid by Client to Titan Environmental under this contract.
13. **Third Party Indemnity:** Client shall, to the fullest extent permitted by law, defend, indemnify, protect and hold harmless, Titan Environmental, its partners, all subsidiary or affiliated companies of Titan Environmental, and assigns from and against any and all claims, demands, debts, causes of action, liabilities, losses, damages, costs, expenses, including actual attorney fees, costs, penalties, fines, or judgments arising out of the performance of Titan Environmental's work, except for such damages which are the result of the sole negligence or willful misconduct of the party to be indemnified.
14. **Entire Agreement:** This Agreement, including any attachments and schedules attached hereto, constitutes the entire and fully integrated agreement between the parties concerning the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties relating to the subject Katter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed implied or statutory, between the parties other than  
  
as expressly set forth in this Agreement. Any changes, additions, deletions, amendments or addenda to or modifications or corrections of this Agreement shall be null and void unless the same be in writing and signed by Client and Titan Environmental.
15. **Attorneys Fees and Costs:** In the event any action is brought concerning this Agreement, or the enforcement thereof, the prevailing party in such action shall be entitled to recover, in addition to other damages, his/her/its reasonable attorney's fees and costs, including expert witness fees.
16. **Governing Law:** This Agreement shall be governed by the laws of the State of California. Any action to enforce this Agreement shall be commenced in the California Superior Court, for the County of Orange.
17. **Termination:** Upon default or breach by a party to this Agreement, Titan Environmental may by notice to Client elect to terminate this Agreement. Such termination shall be effective as of the date of such notice, unless Titan Environmental specifies a later date, in which case the termination date shall be such later specified date. Such election of terminate shall be in addition to any other rights and remedies which Titan Environmental may have under this Agreement or otherwise.  
  
An event of default occurs if Client fails to abide by the terms of this Agreement, follow Titan Environmental's recommendations, fails or refuses to comply with his / her / its materials duties and obligations under this Agreement, and/or fails to cooperate with Titan Environmental.