

HAHN AND ASSOCIATES, INC.
CCB#71414

SERVICES AGREEMENT

Agreement No. 9128
January 12, 2017

BY AND HAHN AND ASSOCIATES, INC. ("HAI")
BETWEEN 434 NW 6th Avenue, Suite 203
Portland, Oregon 97209-3651

AND: YAMHILL COUNTY ("Client")
535 NE 5th Street
McMinnville, Oregon 97128-4276

HAI agrees to provide services and Client agrees to purchase services as follows:

A. SCOPE OF SERVICES AND PERFORMANCE SCHEDULE

1. HAI will conduct a review and inspection of the approximately 3.5-mile abandoned rail alignment property located adjacent to Highway 47, between Gaston and Cove Orchard, Oregon. The review and inspection activities will meet the requirements of the American Society for Testing and Materials (ASTM) standard E 1527-13 entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, as detailed in the attached *Scope of Work for Phase I Environmental Site Assessments* (SOW). Further, unless otherwise directed and as appropriate, HAI may include recommendations in the report to address any identified *Recognized Environmental Conditions* (RECs).

Unless specifically noted herein, the review and inspection activities will not include items that are outside the scope of ASTM standard E1527-13 ("non-scope considerations"). Non-scope considerations include, but are not limited to, the interpretation of geological or hydrogeological information, issues related to lead-based paint, lead in drinking water, electromagnetic frequencies, cultural and/or historic resources, indoor air quality (e.g. vapor intrusion), fungi (e.g. mold), radon, wetlands, ecological resources, endangered species, and the National Environmental Policy Act (NEPA). Additional non-scope considerations also include surveys for asbestos or vapor encroachment conditions (ASTM E2600-10), imported fill materials, health and safety, industrial hygiene, geotechnical features, and regulatory compliance, or a determination of the suitability of a property or its structures for any purpose.

NOTE: the preceding list of non-scope considerations is not intended to be all-inclusive. Further, no implication is intended as to the relative importance of inquiry into such non-scope considerations.

2. Upon completion of the Services or the earlier termination of this agreement, HAI shall prepare a written report documenting the Services performed, which will include copies of all laboratory analyses that are performed, if any.

3. Performance of the Services commenced on January 12, 2017 and shall be diligently continued until completed.

B. COMPENSATION

All Services shall be compensated in accordance with the terms and conditions of the attached General Terms and Conditions. The total estimated cost to complete the indicated work, on a time and materials basis (T&M), will be \$4,000.

If requested by the Client or their agent(s) to be provided, additional costs related to the following will be billed on a Time and Materials (T&M) basis:

- Title Report including the required search for recorded environmental liens and activity and use limitations (AULs)
- Report Revisions or Amendments after the report is submitted, and as a result of information not available to HAI during the project
- Surrounding Regulatory Sites, additional research beyond the scope of the Phase I ESA, such as agency file review

C. SPECIAL PROVISIONS

None

D. STANDARD TERMS AND CONDITIONS

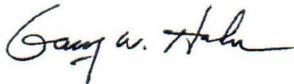
All the terms and conditions in the attached General Terms and Conditions and any attached exhibits and schedules are incorporated into this Agreement by this reference.

HAHN AND ASSOCIATES, INC.

YAMHILL COUNTY

By

By



Gary W. Hahn

Printed Name Stan Primozich

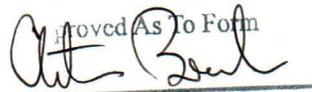
President

Title Commissioner, Chair

January 12, 2017

Date 1-19-17

(HAI 01/15)

Approved As To Form


Accepted by Yamhill County
Board of Commissioners on
1-19-17 by Board Order
17-22

Christian Boenisch
County Counsel
Yamhill County

HAHN AND ASSOCIATES, INC.
SERVICES AGREEMENT
NO. 9128

GENERAL TERMS AND CONDITIONS

1. Services Defined. HAI shall perform services for Client according to the scope of work and performance schedule described in Paragraph A of this Agreement (the "Services").

2. Changes to Services. The scope of work may be changed only by mutual agreement of the parties. If either party desires to change the scope of the Services or the performance schedule, the party desiring such a change shall submit a Change Order to the other party for approval pursuant to this section. A Change Order shall describe the desired change and the reason for the change. Upon execution by, and delivery to, both parties of duplicate originals of the Change Order, it shall become an amendment to this Agreement. In circumstances when both parties desire to enter into a Change Order before a written Change Order can be prepared and executed, the parties may proceed on the basis of a verbal or e-mail Change Order agreed to by both parties and to be documented in writing at the earliest time practicable.

3. Charges and Payment.

3.1 Client shall pay for all Services, inclusive of any expenses related to the Services, at the rates set forth in Paragraph B of this Agreement.

3.2 RESERVED

3.3 Invoices will be submitted once per month. All invoices shall be past due 30 days after the date of the invoice. HAI may assess to Client a late-payment charge for any invoiced amount not paid within 30 days after the date of the invoice, which charge shall be equal to 1.5 percent per month (but not exceeding the maximum allowable by law) of the unpaid amount from the date of the invoice until paid. Such late-payment charge shall be in addition to, and not in lieu of, any other rights and remedies HAI may have under applicable laws or this Agreement.

3.4 In the event of a dispute to a billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

4. Term and Termination.

4.1 This Agreement shall commence on the date it is executed by both parties and shall continue in effect until the Services have been performed and all payments received, unless sooner terminated by either party, with or without cause, by seven days written notice to the other. In the event the Services have been commenced prior to the execution of this Agreement, this Agreement shall be effective retroactively to the date the Services were commenced.

4.2 Upon termination of this Agreement, HAI shall prepare a final invoice for all Services performed to the date of termination, and Client shall pay such invoice pursuant to the terms of Section 2 above. If such termination is at the request of Client or is at the request of HAI because of Client's default, HAI may assess Client a termination charge for fees and expenses HAI incurs to effect the termination, which may include, without limitation, the cost of irretrievably committed resources, completion of documentation HAI considers necessary to protect its professional

reputation, unrecovered proposal and presentation costs and administrative and overhead costs.

5. Warranty, Limitations of Liability and Indemnity.

5.1 HAI warrants that the Services shall satisfy the standards of care, skill and diligence ordinarily provided by a professional in the performance of similar services as of the time HAI performs the Services. This warranty is in lieu of and excludes all other warranties, whether express or implied, by operation of law or otherwise. No other warranties or representations, either express or implied, are included or intended in any of HAI's brochures, proposals or reports. Environmental investigations are not exhaustive and uncertainty cannot be eliminated.

5.2 **HAI's liability with respect to this Agreement or the performance of the Services shall not exceed the amounts actually received from its professional liability insurance (limit \$1,000,000).** HAI shall not be liable for any incidental, consequential or special damages. These limitations shall apply to any liability of HAI, whether arising under contract, tort or any other legal or equitable theory.

5.3 No action relating to Services performed under this Agreement may be brought by either party more than **one year** after the date such Services are performed, except that an action for nonpayment may be brought within two years of the date of the last payment.

6. Indemnity.

6.1 HAI agrees to indemnify, save harmless and defend Client from and against any and all claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent caused by:

- (a) HAI's breach of any term or provision of this Agreement or;
- (b) any negligent or willful act or omission of HAI, its employees or subcontractors in the performance of this Agreement.

6.2 Subject to Article XI Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Client agrees to indemnify, save harmless and defend HAI from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property or property rights, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent caused by:

- (c) Client's breach of any term or provision of this Agreement or;
- (d) any negligent or willful act or omission of Client, its employees or subcontractors in the performance of this Agreement, or
- (e) any hazardous or toxic substance, waste or material on the property where the services are provided.

7. Samples; Wastes. Prior to the collection of any soil, water or other samples by HAI, HAI and Client shall discuss and agree upon the appropriate access and applicable collection process. Any soil, water and other samples, if any, shall be collected by HAI as

agent for Client, and Client shall be deemed the sample collector under 40 CFR Section 261.4(d). Any wastes (including without limitation, samples, drill cuttings, produced water, excavated material, and contaminated equipment and materials) generated in connection with the Services shall be deemed generated by Client, and Client shall be responsible for the proper disposal of such wastes, unless such disposal is specifically included in the description of the Services. Unless Client and HAI otherwise agree in writing, HAI may return all such wastes to Client at Client's expense, and Client shall reimburse HAI for the cost of all equipment or materials that becomes contaminated and must be disposed.

8. Hazardous Substances. Client represents and warrants that it has informed HAI in writing of any hazardous substances Client knows or suspects are present on the property to be addressed by the Services. Client agrees that HAI shall have no responsibility for any hazardous substances present on such property.

9. Responsibility for Access and Information. Client shall secure for HAI the right of access to the property upon which or for which the services are to be performed and shall provide HAI with copies of all plans, environmental records and reports, and other information and documentation in its possession that may be relevant to the performance of the Services.

10. Ownership of Documents. All designs, drawings, specifications, notes, data, report reproductions and other work developed by HAI shall remain HAI's property. HAI will retain all pertinent summaries and reports relating to the services performed for a period of at least two years following submission of the report, during which period the records will be made available to Client at all reasonable times. HAI reserves the right to discard at any time field notes, laboratory test sheets, calculation sheets, etc.

11. Confidentiality.

11.1 Any information disclosed under this Agreement that either party wishes to keep confidential ("Confidential Information") shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. At Client's written request, any documents, materials, information or reports collected or generated by HAI in connection with the Services shall be treated as Confidential Information.

11.2 Each party shall handle Confidential Information received from the other party in the same manner as the receiving party handles its own Confidential Information. Disclosure of Confidential Information shall be restricted to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

11.3 Neither party shall be liable for disclosure or use of Confidential Information which: (1) was known by the receiving party at the time of the disclosure due to circumstances or events unrelated to this Agreement; (2) is already part of the public domain; (3) is disclosed with the prior written approval of the disclosing party; (4) is required to be released by law or court order.

12. Conflict of Interest. Client acknowledges that HAI provides similar services for a broad range of other clients and agrees that HAI shall be free to work for other clients in matters that do not directly relate to the

specific facts or circumstances for which the Services are provided by HAI to Client under this Agreement. In providing services for other clients, HAI will not use any Confidential information of Client without Client's consent.

13. Use of Work Product for Issuance or Sale of a Security. Under no circumstances is the Client or anyone acting through, with, or on behalf of the Client, permitted to use any work product of HAI (or its employees or subconsultants under this Agreement) in connection with any sale or offering for sale of securities, including, without limitation, stock, bonds, notes, or any other instruments or transactions which call for investments, loans, or other transfers of money to Client without HAI's prior written authorization.

14. General.

14.1 HAI shall have the right to engage subcontractors (including corporations affiliated with or related to HAI) to assist it in the performance of the Services. HAI reserves the right to change at its sole discretion the personnel it assigns to the performance of the Services.

14.2 No party to this Agreement shall be considered in default in the performance of its obligations under this Agreement, except with respect to the obligations to make payments pursuant to Sections 2 and 5, to the extent that the performance of any such obligation is prevented or delayed by acts of God or a public enemy, restraints of the government, strikes or any causes of any nature, whether similar or dissimilar to the causes listed, that could not with reasonable diligence be controlled or prevented by the party whose performance is prevented or delayed.

14.3 In making and performing this Agreement, the parties are independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party without prior written consent.

14.4 All notices and payments under this Agreement shall be personally delivered or sent by first-class mail, postage prepaid, addressed to the other party at the address set forth above or as otherwise designated in writing to the other party. All notices shall be in writing. Notices shall be deemed given when received and shall be deemed received when personally delivered or 48 hours after they are postmarked, if sent by mail.

14.5 If in any judicial proceeding a court shall refuse to enforce all the provisions of this Agreement, the scope of any unenforceable provision shall be deemed modified and diminished to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not been included.

14.6 This Agreement and any referenced attachments, exhibits or schedules (which are incorporated herein by this reference) are the entire agreement between the parties and supersede all previous agreements or understandings between them. This Agreement may be modified only in writing, signed by both parties, except as described in Section 2 above.

14.7 Waiver by either party of any breach of this Agreement shall not be construed as a waiver of Hahn and Associates, Inc.

any other breach. The parties' remedies under this Agreement are not exclusive, but are in addition to all other remedies in favor of each party as provided in this Agreement or at law or equity.

14.8 In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

14.9 If HAI or any of its employees are subpoenaed or otherwise compelled by law to testify or produce documents in connection with the Services, Client agrees to compensate HAI for its staff time and expenses according to HAI's then current rates.

14.10 This Agreement gives no rights or benefits to parties other than HAI and Client and has no third party beneficiaries. All reports, recommendations and other documents prepared by HAI under this Agreement are intended solely for Client's use with respect to the property and matters specifically addressed by the Services. Any use by persons other than Client and any reuse by Client for purposes outside this Agreement shall be at the user's sole risk.

14.11 This Agreement shall be governed by and construed under the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding, (collectively "Claim") between Client and HAI that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be conducted solely and exclusively within the United States District Court for the District of Oregon. HAI, BY EXECUTION OF THIS AGREEMENT HEREBY CONSENTS TO THE IN PERSONUM JURISDICTION OF SAID COURTS.

14.12 In the event that groundwater monitoring wells are to be installed, altered or abandoned, that work will be completed, if within the State of Oregon, in accordance with Oregon Groundwater Law (ORS Chapter 537) and the Rules for the Construction and Maintenance of Monitoring Wells and Other Holes in Oregon (OAR Chapter 690, Division 240).

14.13 As between Client and HAI, Client shall have the primary obligation, if any, to report to the appropriate governmental authorities the presence of contamination on the subject property. Client acknowledges, however, that HAI may be required by applicable laws to report to governmental authorities contamination of which it becomes aware during the performance of the Services. Before making any such reports, HAI will notify the Client and allow the Client at least 24 hours to make the report itself, to the extent such delay is consistent with any reporting obligations and the protection of human health, welfare and the environment.

14.14 By signing this agreement HAI declares that HAI has complied with, and is in compliance with the tax laws of the State of Oregon and any applicable tax laws of a political subdivision of the State of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

14.15 In hiring employees for performance of work under this Agreement, neither HAI nor any

contractor, subcontractor or any person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap, sex or sexual orientation, discriminate against a person who is qualified and available to perform work related to these services.

15. Insurance.

15.1 HAI, at its expense, shall obtain the following insurance coverages and keep them in effect during the entire term of this Agreement:

- (a) Workers Compensation Insurance in compliance with statutory requirements;
- (b) Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$2,000,000;
- (c) Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to HAI's vehicles, whether owned, hired, or non-owned, assigned to, or used by HAI in connection with the services provided under the Agreement;

15.2 The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Client. Evidence of such insurance will be furnished to Client before commencing work under this Agreement. The certificates of insurance shall indicate

- (a) the types of insurance coverage,
- (b) the identity of all persons or entities covered,
- (c) the amounts of insurance coverage, and
- (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Client.

15.3 The Commercial General Liability and Commercial Automobile Liability shall (i) name Client, its directors, officers, and employees, as additional insured, (ii) provide that it is primary insurance with respect to the interests of Client and that any insurance maintained by Client is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause."

(HAI 09/16)

HAHN AND ASSOCIATES, INC.

ENVIRONMENTAL CONSULTANTS

Assessment Investigation Remediation

January 12, 201

Mr. Christian Boenisch
Yamhill County
535 NE 5th Street
McMinnville, Oregon 97128

**SUBJECT: Revised Proposal for Phase I Environmental Site Assessment,
Approximately 3.5-Mile Abandoned Rail Alignment,
Adjacent to Highway 47, From Gaston to Cove Orchard, Oregon**

Dear Mr. Boenisch:

At your request, Hahn and Associates, Inc. (HAI) has prepared a proposal and cost estimate for Phase I Environmental Site Assessment (ESA) activities at the above-referenced property. The purpose of a Phase I ESA is to identify environmental concerns that may present a potential liability to the current owner or to a prospective purchaser of the property. Environmental concerns identified in association with the property will be presented in the report as *Recognized Environmental Conditions* (RECs), that is the presence or likely presence of contamination resulting from hazardous materials, including petroleum products at the property. Further, unless otherwise directed and as appropriate, HAI will include recommendations in the report to address any identified RECs.

Scope of Work

It is proposed that the subject property be evaluated for environmental hazards and that the Phase I ESA report be prepared for the property in accordance with the ASTM standard (E1527-13) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The U.S. Environmental Protection Agency (EPA) has stated that ASTM E1527-13 may be used to comply with meeting the objectives and performance factors of 40 CFR Part 312 Standards for All Appropriate Inquiries, Final Rule (40 CFR 312.11) which became effective November 1, 2006. For more detail, refer to the attached *Scope of Work for Phase I Environmental Site Assessments* (SOW).

Additional Environmental Concerns / Non-Scope Considerations

Beyond the Phase I ESA work, there may be additional environmental concerns that are associated with a property which may contribute to environmental risk but which are outside of the scope of the Phase I ESA ("non-scope considerations"). Non-scope considerations may include, but are not limited to, surveys for asbestos, lead-based paint, drinking water quality, indoor air quality (e.g. vapor intrusion) (including radon and urea formaldehyde), fungi (e.g. mold), occupational health and safety, wetlands and other ecological resources, electromagnetic radiation, cultural and/or historic resources, and environmental regulatory compliance generally. The Phase I ESA work activities also do not include surface or subsurface investigations, including sampling and analyses, which would be necessary to determine the actual presence of contamination

on or beneath a property. However, these environmental risk issues can be addressed separately and in addition to the Phase I ESA, at the request of the Client.

NOTE that no implication is intended as to the relative importance of inquiry into such non-scope considerations, and that the preceding list of non-scope considerations is not intended to be all-inclusive.

Fee

The indicated Phase I ESA work can be completed on a time and materials (T&M) basis, not to exceed (NTE) **\$4,000**, which includes a Reliance Letter, if requested. This fee assumes the following

- Title Report (current within the past six months) will be provided to HAI that will include the required search for recorded environmental liens and activity and use limitations (AULs). Upon request, HAI can obtain this information at a cost in addition to the flat fee
- Report Revisions or Amendments after the report is submitted, and as a result of information not available to HAI during the project, will be charged on a time and materials (T&M) basis in addition to the flat fee
- Surrounding Regulatory Sites, if any, may be noted in the report as a Recognized Environmental Condition, which may require additional research beyond the scope of the Phase I ESA

Schedule

The Phase I ESA report can be completed within approximately three weeks of the authorization to proceed, depending upon HAI's workload at the time of assignment. One (1) electronic copy (PDF) will be provided. Upon request, one (1) paper copy of the report will be submitted at no charge.

If the project is authorized and subsequently cancelled before the submission of the final report, there will be a minimum charge of \$500, and up to the full fee amount, depending on the accrued fees and expenses.

This proposal is valid for thirty (30) days from the date of this letter. At your direction, HAI is ready to proceed with the indicated work activity. If there are any comments or questions, please contact either the undersigned or Mr. Gary Hahn (garyh@hahnenv.com), President of HAI. Thank you for the opportunity to present this information.

Sincerely,



Nora Eskes, E.P.
Sr. Associate

norae@hahnenv.com

**SCOPE OF WORK FOR
PHASE I ENVIRONMENTAL SITE ASSESSMENTS**

(10/15)

Purpose

The purpose of a Phase I Environmental Site Assessment (ESA) is to identify potential *Recognized Environmental Conditions* (RECs) that could present a liability to a property owner or to a prospective purchaser of the property. The historical and current uses of a property are researched to evaluate the need for further work.

Potential RECs that may be identified during the Phase I ESA include:

- Known or suspect areas of Hazardous Substances usage
- Hazardous and non-Hazardous Waste disposal
- Evidence of Underground Storage Tanks (USTs) (current or historical)
- Evidence of Polychlorinated Biphenyls (PCBs)
- Historical practices that could result in Environmental Liability
- Areas of Potential Contamination

National Standard

The task items noted below have been designed to follow the American Society for Testing and Materials (ASTM) guideline (E1527-13) entitled *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and to meet the requirements of the federal *All Appropriate Inquiries* (AAI) rule. **NOTE:** for the purposes of Landowner Liability Protections under federal law, the Phase I ESA report is valid for a period of 180 days. For extended viability beyond 180 days, the report may be updated within one year of the initial assessment.

Report

The product of the Phase I ESA will be a written report containing maps, diagrams, photographs and descriptions of environmental conditions encountered during the Phase I ESA, along with any RECs.

TASK 1 RECORDS REVIEW

Internal File Review – Pertinent Client and/or tenant records, if any and as made available, will be reviewed. In particular, the following types of records will be requested for review:

- Construction Plans
- Material Safety Data Sheets (MSDSs)
- Asbestos Surveys
- Hazardous Substance Usage, Release and Remediation Reports
- Environmental Regulatory Permits
- Waste Characterization / Disposal Records
- Geotechnical Studies

Physical Setting / Environmental Condition Sources — Documentation pertaining to the physical or environmental conditions on the property will be reviewed, as available from the U.S. Geological Survey (USGS), the Army Corps of Engineers, and/or city and county agencies.

Historical Review — A historical background search will be conducted, including a review of the readily available data on historical land use practices at the property and the surrounding area. Common sources that may be used, if readily available, include but are not limited to:

- Facility construction plans
- Land ownership maps/land use records/building permits and plans/tax record files
- Historical aerial photographs/historical topographic maps
- Records regarding UST installation or decommissioning, in particular Fire department records

Agency File Review — Readily available records at local municipal agencies and/or the local office of the state environmental agency will be reviewed, as needed, to identify inspections, permits, notifications, orders or penalties for the property.

Regulatory Database Review — Federal, state and tribal environmental databases will be reviewed for facilities listed within the ASTM-prescribed radius (1.0 mile or less) of the subject property:

- Federal National Priority List (NPL) and Delisted NPL sites lists
- Federal Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) lists
- Federal Resource Conservation Recovery Act (RCRA) list of Treatment, Storage, and Disposal (TSD) Facilities subject to corrective action under RCRA (CORRACTS)
- Federal RCRA non-CORRACTS TSD facilities and RCRA generators lists
- Federal Emergency Response Notification System (ERNS) list
- State/Tribal-equivalent NPL and CERCLIS lists; landfill/solid waste disposal sites list; Leaking Underground Storage Tank (LUST) list; registered UST list

TASK 2 SITE RECONNAISSANCE

A site reconnaissance will be conducted to identify visual indications of past or present activities which could pose a risk of contamination. The site reconnaissance will include the following:

- A physical site visit (walk-through) to identify potential on-site sources of contamination
- Visual observations of evidence of USTs, suspected PCB-contaminated equipment, waste disposal areas, surface water drainages, and potential Hazardous Substance contamination
- Review of appropriate land use maps to identify known contaminated areas and USTs in the surrounding area
- Identification of potential off-site sources of contamination from surrounding land uses
- Photography of environmental features of the property, for inclusion in the report
- Visual observations of potential Underground Injection Controls (UICs)
- Visual observations of suspect asbestos-containing materials (ACMs) at the property

TASK 3 INTERVIEWS

As available, individuals likely to have knowledge of the current and/or historical operational practices at the property will be interviewed. Such knowledgeable individuals may include some or all of the following:

- Client or "User" of the Phase I ESA
- Government Agency Personnel
- Current / Historical Owners, Tenant(s), Neighbors

TASK 4 REPORT PREPARATION

A comprehensive report will be prepared upon completion of the Site Reconnaissance, Records Review, and Interview task items. The report will serve as a consolidated gathering of the data that was obtained, and will detail the resultant findings and conclusions.

EXCLUSIONS

Unless otherwise specified or requested by the Client, the Phase I ESA activities will not include additional environmental concerns that are outside of the scope of the Phase I ESA ("non-scope considerations"). No implication is intended as to the relative importance of inquiry into such non-scope considerations, and the following list of non-scope considerations is not intended to be all-inclusive:

- Interpretation of geological or hydrogeological information
- Asbestos or lead-based paint surveys, lead in drinking water, indoor air quality, fungi (e.g. mold), industrial hygiene, health and safety issues, electromagnetic radiation, radon, geotechnical or wetland surveys
- Identification of non-native materials or imported fill on a property, unless identified via interviews, the records review, or site visit
- Regulatory compliance assessment with respect to subject property activities
- Cultural and/or Historical resources, endangered species, or National Environmental Policy Act (NEPA) issues
- Chain of Title or Title Report, nor a determination of the suitability of a property or its structures for any purpose