



Engineering and Environmental Consultants, Inc.

7740 N. 16th Street, Suite 135 | Phoenix, Arizona 85020 | Tel 602.248.7702 | Fax 602.248.7851

Revised May 5, 2015

Via email to: Ed@z-vantage.com

Original is NOT being mailed

C/O Ron Ziebart
Villas Plus by Mary T., LLC
1900 Hines St. SE, Suite 190
Salem, Oregon 97302

Re: Proposal to Conduct a Phase I Environmental Site Assessment for 11.32 Acres Located On the East Side of Peart Road, Approximately 800 Feet North of the Intersection of Peart Road and Cottonwood Lane in Casa Grande, Arizona
Project Title: Villas Plus by Mary T
EEC Proposal No. 1014-26

Dear Mr. Ziebart:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to present this proposal to Link Development, LLC to conduct a Phase I Environmental Site Assessment (ESA) for 11.32 acres located in Casa Grande, Arizona. The Phase I ESA will be performed in general accordance with the American Society of Testing and Materials (ASTM) E1527 - 13, *Standard Practice for Environmental Site Assessments*. Included in this proposal is a project understanding, a scope of work, and estimated cost and schedule to complete the Phase I ESA.

PROJECT UNDERSTANDING

This project consists of conducting a Phase I ESA for the proposed Villas Plus by Mary T. EEC understands the site consists of 11.32 acres of vacant undeveloped land located on the east side of Peart Road, approximately 800 feet north of the intersection of Peart Road and Cottonwood Lane in Casa Grande, Arizona. The purpose of the Phase I ESA is to identify recognized environmental conditions. A recognized environmental condition is defined by the ASTM standard as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions." The term includes hazardous substances or petroleum products even under conditions in compliance with laws.

SCOPE OF WORK

The Phase I ESA will be performed in general accordance with ASTM E1527-13 Standard Practice for ESAs, which incorporates the EPA's November 1, 2005 *Standards and Practices for All Appropriate Inquiries* (40 CFR Part 312).

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Task 1 Records Review

EEC will review published lists of federal, state, and local regulatory agency investigations and/or enforcement actions within the following distances of the site as per the ASTM standard, including:

Standard Environmental Records			
National Priorities List (CERCLA)	1 mile	Registered UST	¼ mile
Delisted NPL	½ mile	Registered LUST	½ mile
Federal CERCLIS-NFRAP	½ mile	RCRA Compliance	¼ mile
RCRA Generators	¼ mile	HazMat Incidents	¼ mile
RCRA Correction Actions TSDF	1 mile	ADEQ Dry Wells	¼ mile
RCRA Non-Corrective Action/TSD	½ mile	Environmental Permits	Site Only
Emergency Response	¼ mile	Fire Insurance Maps	Site & Adjoining
State WQARF Sites	1 mile	USGS Map	Site & Adjoining
State Superfund Sites	½ mile	Aerials	Site & Adjoining
State Landfill	½ mile	VEMUR/DEUR/Liens	Site Only
State Control Registries	Site & Adjoining	Dry Cleaner	¼ mile
State VRP & Brownfields	½ mile	ADWR Well Records	Site & Adjoining

Review of environmental record sources will also include:

- Available and accessible local, state, and federal regulatory agency records pertaining to documented enforcement actions and facilities subject to the Superfund Amendments and Reauthorization Act (SARA Title III) or any other environmental regulatory or liability law for the subject site and facilities within one-half mile of the site.
- Available and accessible local regulatory agency records pertaining to environmental permits, site investigations, documented enforcement actions and information regarding use, storage, and disposal of petroleum products or hazardous chemicals for the subject site, if warranted by site conditions, at the following agencies: the local fire department, the local planning department, the local zoning and land use department, the governing air quality regulatory agency, and/or the local utility company.
- Readily obtainable Sanborn Fire Insurance Company Maps and city directories to gain knowledge of possible past operations, facilities, or activities of environmental concern for the subject site.
- Readily obtainable aerial photographs of the site for discernible physical features regarding past operations, facilities, and activities of potential environmental concern for the subject site and adjacent properties.
- Historical chain-of-title (if provided) which lists easements and prior site ownership. The proposed Phase I ESA cost does not include this purchase.
- Available geological and hydrogeological information and the United States Geological Survey Topographic Map for the area in which the site is located.
- Previous environmental reports (closure reports, previous Phase I ESAs, etc.), if provided.

Task 2 Site Reconnaissance

EEC will conduct a site reconnaissance to assess the following:

- Note obvious location(s) of suspected past and present chemical or pesticide storage, application, use, and disposal areas.

- Note obvious location(s) of aboveground and underground storage tanks (USTs), pipelines, wells, and transformers. Any pertinent information that can be provided to EEC such as as-built drawings, for USTs, environmental reports or other items of potential concern, is requested to be made available for use by EEC.
- Observe surface concerns, if any, as noted in the review of the aerial photographs.
- Document conditions at the time of the site reconnaissance via digital photographs.
- Conduct a survey of the area within ¼ mile of the site to note recognized environmental conditions at adjoining properties that have a potential to affect the environmental conditions at the site.

Task 3 Interviews

EEC will interview selected individuals that may include property owners, key site managers, occupants and past operators if applicable who may have historical environmental information of the subject site. The client will be responsible for supplying the names and phone numbers of key personnel to be interviewed. EEC will not limit interviews to the names provided if there is reasonable expectation that information from other personnel associated with the parcel could provide useful information.

Task 4 Report of Findings

EEC will provide a report of the findings within approximately 12 business days from an approved contract, purchase order, or notice to proceed. The report will include the scope of services performed, an evaluation of the information obtained from the Phase I ESA and the opinion of the environmental professional relative to the impact on the property. In addition, the report shall also identify significant data gaps that may have affected the environmental professional's ability to evaluate recognized environmental conditions. The Phase I ESA report will also include illustrations, color photographs, and pertinent regulatory agency documentation regarding the site. Two hard copies and one electronic copy on CD in Adobe Pdf format will be submitted to the client.

PROJECT FEES

The following lump sum fee has been developed based upon the above scope of work:

Task	Fee
Task 1 - Records Review (includes database)	\$365.00
Task 2 - Site Reconnaissance	\$325.00
Task 3 - Interviews	\$65.00
Task 4 - Report of Findings	\$1,755.00
Total Lump Sum Fee	\$2,510.00

An EEC contract is provided in Attachment 2 to approve EEC to proceed with the scope of work.

PROJECT SCHEDULE

EEC will begin work upon receipt of a signed contract purchase order, or notice to proceed and final reports delivered within approximately 12 business days of approval to proceed. The project schedule is dependent upon receiving timely and accurate information from the client or other parties regarding pertinent information related to the site.

ASSUMPTIONS

The proposed scope of services and estimated budget are based on the following assumptions:

- The client will provide EEC with access to the site.

- Site reconnaissance will include inspection of areas reasonably accessible and safe for EEC personnel to observe and photographically document.
- EEC will use reasonable judgment to estimate the site boundaries if not clearly marked.
- The estimated cost is based on reviewing aerial photographs from one referenced source.
- A historical chain-of-title search for the site is not included in the fee. The client may provide a chain-of-title to be included in the report or provided by EEC. Please notify EEC if you wish to add this service and costs will be adjusted accordingly.
- Sampling and analysis of asbestos, lead-based paint, radon, wetlands and endangered species surveys or any other services not specified herein are not included in the scope of services. EEC can address these issues in general terms if requested.
- Two hard copies and one electronic copy of the final report on CD in Adobe pdf format will be delivered to the client. EEC will also deliver an electronic copy of the final report for immediate download via email.
- Review of regulatory agency files for off-site concerns is based on the assumption that no significant findings are discovered and the review is limited to six off-site facilities.
- The client will provide EEC with available records including (but not limited to) as-built plans (if any), hazardous waste removal/disposal records, spills and releases, clean-up of spills/releases (if any), environmental permits, and enforcement actions (if any).
- The client will provide EEC with a site contact person with historical knowledge of the subject property for interview.

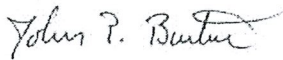
TERMS AND CONDITIONS

Should modifications to the scope be required by you, the estimated costs will be adjusted accordingly. The budget estimate does not include delays in the field not caused by EEC. Fees do not include overtime or weekend rates.

EEC appreciates the opportunity to present this proposal and provide professional environmental consulting services. Should you have any questions concerning this proposal, please do not hesitate to contact this office at (602) 248-7702, ext 7319.

Sincerely,

Engineering and Environmental Consultants, Inc.



John P. Burton
Project Manager



Carrie Cote, P.E.
Phoenix Branch Manager



Agreement between Client and Consultant

This is an agreement for services to be performed. Services shall commence hereunder upon receipt by Consultant of Agreement signed by Client. One fully executed copy will be returned to Client. Should any of the provisions shown hereon not be in accordance with Client's understanding, Client should immediately advise Consultant. Unless signed and returned within 10 days from the date hereon, this Agreement shall be null and void.

EEC Office Location for this Project: ☐ Tucson 4625 E. Fort Lowell Road, Tucson, Arizona 85712
Phone: (520) 321-4625 Fax: (520) 321-0333
☒ Phoenix 7740 N. 16th Street, Suite 135, Phoenix, Arizona 85020
Phone: (602) 248-7702 Fax: (602) 248-7851

Date: May 5, 2015
Client Name: Villas Plus by Mary T., LLC
Client Contact: Mr. Ron Ziebart
Address: 1900 Hines St. SE, Suite 190
Salem, Oregon 97302
Telephone: (503) 363-4677 Fax: N/A
E-Mail: Ed@z-vantage.com

Physical Address of or Parcel No: 11.32 Acres Located on the East Side of Peart
Rd. Approximately 800' North or Peart Rd. and
Cottonwood Ln., Casa Grande, AZ

Project Name: Villas Plus by Mary T - Phase I ESA (EEC 1014-26)

In consideration of their mutual promises, Client and Consultant agree as follows per the proposal, which is attached and made a part hereof:

Client agrees to compensate Consultant for such services as follows:

- ☐ The work to be paid for at contract billing rates for actual time and materials. (Standard Rate Schedule included)
☒ The work to be completed for the lump sum of \$2,510.00
☐ The estimated amount of \$

The attached standard terms and conditions are made a part of this agreement.
Payments should be sent to EEC, 4625 E. Fort Lowell Road, Tucson, Arizona 85712

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions stated above on the day and year first above written. The undersigned guarantee(s) the complete payment and performance of all obligations of Client under or related to this Agreement and its amendments. The individual signing below on behalf of Client personally represents and warrants that he/she has full right and authority to execute this Agreement for Client and that by his/her signature Client is bound to the terms and conditions set forth in this Agreement.

CLIENT:

EEC:

By: Mary T. Jorval
Date: 5/8/10

By: _____
Date: _____

Both parties acknowledge that Faxed signature copies are acceptable record documents for this assignment.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

1. Consultant shall submit invoices to Client monthly as services are provided. Invoices shall be due and payable upon receipt.
2. Client shall promptly review invoices and notify Consultant of any objection thereto. Absent such objection in writing (via certified mail, return receipt requested) within ten (10) days of receipt of the invoice, the invoice shall be deemed proper and acceptable.
3. In the event any invoice is not paid within thirty (30) days of the invoice date, it shall commence bearing interest from the date of the invoice at the rate of eighteen (18) percent per annum and Client agrees to pay all accrued interest, together with the charges for services rendered.
4. In the event any invoice submitted under this Agreement or under any other Agreement between Client and Consultant is not paid in full within ninety (90) days of invoice date, Client agrees that Consultant shall have the right to consider said default a material breach of this Agreement and, in addition, Consultant may immediately and without notice, suspend the Services under this Agreement and/or retain any work product until Consultant has been paid in full all amounts due for the Services. All collection costs incurred by the Consultant to collect such unpaid invoice(s) shall be paid by the Client as well.
5. Client shall pay the cost of all reimbursable expenses; such as fees, permits, deliveries, laboratory testing, subconsultants, prints, and reproductions at the direct cost plus fifteen (15) percent.
6. Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates.
7. Client agrees to cooperate in any and every way or manner with Consultant on the project, and shall furnish to Consultant any and all information and materials necessary for Consultant to complete the work contemplated by the Agreement. Client warrants, and Consultant shall be entitled to rely without investigation upon, the accuracy and completeness of information, studies, reports and data prepared or provided by others, whether submitted to Consultant by Client, by others acting for Client, or by others at the request of Consultant. Client agrees to arrange for access to, and make all provisions for Consultant to enter upon, public and private property as required for Consultant to perform the Services.
8. All drawings, specifications and other work product of Consultant for this project are instruments of service for this project only and shall remain the property of Consultant whether the project is completed or not. Reuse of any of the instruments of service of Consultant by Client on extensions of this project or on any other project without the written permission of Consultant shall be at Client's risk; and Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use of Consultant's instruments of service by Client or by others acting through Client.
9. All agreements on Consultant's part are contingent upon, and subject to, the provision that Consultant shall not be responsible for damages, or be in default, or to be deemed to be in default by reason of delays in performance beyond Consultant's reasonable control.
10. In the event any or all portions of the work prepared or partially prepared by Consultant are suspended, abandoned or terminated, Client shall pay Consultant for the work performed on an hourly basis not to exceed any maximum contract amount. Client shall notify Consultant of termination or abandonment in writing within five working days.
11. Consultant makes no warranties, either express or implied, as to his findings, recommendations, specifications, professional advice or other work except that the work was prepared in accordance with generally accepted applicable professional practices and under the direction of a registered professional in the region in which the work was performed.
12. Consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications, drawings or estimates of quantity for materials other than that all cost figures and quantities are engineering estimates only.
13. Client shall be solely responsible for any pollutants, contaminants, toxic or hazardous wastes or materials at, on, under, above or in the vicinity of the Property, including without limitation any such pollutants, contaminants, wastes or materials discovered, identified, uncovered or revealed at the Project site by Consultant's rendering of the Services. To the maximum extent permitted by law, Client agrees to hold harmless, indemnify and defend Consultant, its directors, officers, shareholders, employees, and subconsultants, from and against any and all claims, losses, damages and liability, of whatever kind or nature, and costs, including, but not limited to, attorneys' fees and costs of defense, arising out of or in any way connected with the presence, sudden or gradual dispersal, discharge, escape, or release of contaminants of any kind, which shall include, but not be limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or pollutants, into or onto land, the atmosphere, or any water course or body of water, arising out of or in any way connected with the Project, the Property or Consultant's performance of the Services.
14. Consultant shall obtain and maintain at its own cost worker's compensation insurance in compliance with applicable law, and shall also obtain and maintain at its own cost while providing Services professional liability insurance. Client acknowledges and agrees that Consultant will not be liable to Client for any losses, damages, costs or expenses which, jointly, severally, individually or in the aggregate, which exceed the lesser of (a) the Consultant's applicable insurance coverage limits, exclusions and conditions as set forth in such policies at the time of service or (b) the amount of the Consultant's fee actually paid by Client to Consultant for the project.
15. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the other provisions of this Agreement shall be valid and binding on the parties hereto.
16. There are no understandings or agreements, except as expressly stated herein.
17. This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. In the event of any disputes or disagreements between Client and Consultant, venue shall be the applicable court having jurisdiction located in Pima County, Arizona.
18. The Client agrees that any additional work orders and/or additions to the scope of work authorized by Client, whether verbally or in writing, shall be bound by the terms and conditions of this Agreement.
19. In the event either Client or Consultant finds it necessary to bring any legal proceeding against the other party concerning the project, the party substantially prevailing in any such legal proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the substantially non-prevailing party, and in the event any award or judgment is secured by said substantially prevailing party, all such costs and attorneys' fees shall be included therein, such fees to be set by the judge or arbitrator, as applicable, and not a jury.
20. Consultant may, at its option and in its sole discretion, with or without cause, suspend or terminate this Agreement in whole or in part at any time and for any reason after seven (7) calendar day's written notice to Client. Such action by Consultant shall release Consultant from any and all duties and obligations to Client to complete the Services or for liability arising from any damages, including, but not limited to, anticipated loss of profit, caused to Client by Consultant's exercise of its rights under this Agreement. In the event of termination, Client shall, within thirty (30) days of termination, pay Consultant for all of the Services rendered and all costs incurred up to the date of termination.
21. Consultant reserves the right to perfect its lien rights by filing a preliminary lien notice for any services rendered under its agreement for services. A mechanics lien may be filed in the event Consultant does not receive timely payment for its services after completion of the work.