



# ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

June 26, 2023

Roger Grant, PLA  
Columbia Engineering  
2862 Buford Hwy  
Suite 200  
Duluth, GA 30096

**Subject: Phase I Environmental Site Assessment  
Parcel 194 022  
Aquatic Circle  
Cumming, Forsyth County, Georgia  
ECA Proposal Number: P23-000034**

Dear Mr. Grant:

Pursuant to your email request, Environmental Corporation of America (ECA) is pleased to submit this proposal to perform a Phase I Environmental Site Assessment (ESA) of the parcel located off Aquatic Circle, Cumming, Forsyth County, Georgia. This proposal presents our understanding of the referenced project, our proposed scope of services, and an estimated cost to complete the Phase I ESA. If you would like any changes to the scope we have proposed herein, please inform ECA prior to authorizing the work.

## **PROJECT SITE**

According to information provided by Mr. Roger Grant, the subject property consists of a subdivided parcel (194 022) with two tracts measuring 3.3028 acres and 3.527 acres in size and occupied by a wooded land. A map of the subject property is included as an attachment to this proposal.

## **PURPOSE**

The purpose of the Phase I Environmental Site Assessment is to identify environmental factors associated with the history and current use of the subject property and vicinity properties. Environmental factors are factors suggesting that regulated substances may be present on-site or in the subject property vicinity in locations and concentrations that may cause environmental liability at the site. Regulated substances are stored or waste materials that are regulated by state and federal environmental regulations. The assessment will be conducted to determine whether activities are occurring, or may have occurred on or near the subject property, that may be considered:

- Recognized environmental conditions - a *recognized environmental condition* is defined by the ASTM E1527-21 standard as (1) “the presence of hazardous substances or petroleum products in, on, or at the subject due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.”
- Controlled recognized environmental conditions - a *controlled recognized environmental condition* is defined by the ASTM E1527-21 standard as “a recognized environmental condition affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place to implementation of required controls (for example, activity and use limitations or other property use limitations).”
- Historical recognized environmental conditions - a *historical recognized environmental condition* is defined by the ASTM E1527-21 standard as “a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations).”
- De minimis conditions - a *de minimis condition* is defined by the ASTM E1527-21 standard as a condition related to a release “that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.”

## SCOPE OF SERVICES

ECA prepares all Phase I Environmental Site Assessments in general accordance with ASTM Standard E1527-21, Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process. Per the ASTM standard, a Phase I ESA is “intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the “landowner liability protections,” or “LLPs”): that is, the practice that constitutes “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary standards and practices.”

The following scope of work will be completed to fulfill the project purpose:

- **Research of Historical Records** - ECA will review client provided information and/or attempt to research the following sources to determine the past history and current use of the site: prior ownership records, historical aerial photographs, historical maps and city directories. Some sources may not be available for all project sites, depending on the nature

of historical information obtained by the county or city and depending on the rural or urban nature of the subject property. ECA will not be performing a Chain of Title for the subject property.

- **Research of Regulatory Agency Files and Databases** - ECA will review the following readily available files and databases maintained by local, State and Federal regulatory agencies: RCRA Generators, SEMS Sites, Permitted Solid Waste Facilities, NPL Sites, Underground Storage Tanks, Aboveground Storage Tanks, Leaking Underground Storage Tanks, State Priority Lists (SPL), Emergency Response Notification System (ERNS), and/or other databases.
- **Site Reconnaissance** - ECA will conduct a site visit to observe the following features and issues: topography, surface hydrology, obvious signs of past and/or current structures, obvious dumping of solid wastes or suspected toxic-hazardous materials, evidence of previous chemical spillage, underground and aboveground storage tanks, and other visual and olfactory observances which may represent recognized environmental conditions. Photographs of these observances will be taken for utilization within the final report.
- **Interviews** - Interviews will be conducted to assess the potential for recognized environmental conditions of the subject property. Parties to be interviewed include current and past owners, operators and occupants of the subject property (if any), and state or local government officials. Information will be solicited from the user (you our client) in the form of a questionnaire (verbally or in writing).
- **Reporting** - A report will be prepared to document the results of our inquiry as well as our findings, opinions, and conclusions. The appendices will contain figures, photographs, and various other supporting documentation. The final report will be prepared in accordance with the ASTM Standard 1527-21.
- **ASTM Non-Scope Considerations** - *ECA will include the following additional limited visual observations: asbestos, lead-based paint, mold, lead in drinking water, flood plains, erosion and sediment control, and wetlands.*

The following services are not included: surveying for line and grade; property appraisal services; quantity and cost estimates; detailed plans and specifications; waste characterization and treatment schemes; soil and water sampling; attendance at meetings and evaluation of the following additional ASTM non-scope considerations including, but not limited to: lead in drinking water, radon, flood plain assessments, endangered species and cultural resources investigations, indoor air quality, health and safety, industrial hygiene assessments, and regulatory compliance. This assessment also does not include investigation into all areas of local, state and federal environmental requirements. These requirements will not be addressed within this report and ECA is not responsible for other legal obligations for non-compliance with regulations not addressed specifically within the report.

- **User Responsibility** - The user is responsible for providing the following information to ECA: Chain of Title, information on environmental liens, activity and/or land use limitations, any specialized knowledge of the site, information concerning valuation reduction of the property due to environmental issues, and the current property owner, manager and occupant information (please see attached User Questionnaire). If a title search is not provided by the client, ECA will make an effort to review reasonably ascertainable online Recorded Land Title Records. ECA is not proposing to have the research performed by a legal professional, and the results should not be construed as a legal chain-of-title for the property. The ownership information will be obtained for information and historical purposes for use only in this Phase I ESA.

## **SCHEDULE**

ECA can mobilize to the site and begin work immediately upon receipt of your authorization to proceed. Completion of the final report is anticipated to be within 4 weeks upon receipt of the notice to proceed. The estimated report delivery date may be delayed if a review of reasonably ascertainable files for the project, adjacent properties and/or nearby properties is determined to be necessary and/or if notice to proceed is not promptly delivered. If the report's delivery date should become delayed, we will notify you immediately and estimate the new proposed delivery date.

## **FEE**

ECA will perform the outlined scope of work according to the following pricing schedule:

<b>Scope of Work</b>	<b>Lump Sum Fee</b>
Phase I ESA	\$2,195

A digital version (PDF format) of the final report will be delivered via email upon completion of the Phase I Environmental Site Assessment. Should any additional work beyond what is outlined above be requested, a new proposal or change order would be prepared and submitted for your approval prior to initiating the additional work.

## **ACKNOWLEDGEMENTS AND AUTHORIZATION**

If this Proposal and the attached Terms and Conditions are acceptable to you, please sign the attached proposal acceptance sheet and return a full, executed copy to our attention. The signed acceptance will serve as ECA's formal authorization to proceed.

Mr. Roger Grant  
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## CLOSURE

Thank you for this opportunity to be of service. We look forward to working with you on this project. If you have any questions about this proposal or have additional needs, please or email Eric Johnson at 404-694-4183 or [eric.johnson@eca-usa.com](mailto:eric.johnson@eca-usa.com).

Sincerely yours,

**Environmental Corporation of America**

A handwritten signature in black ink, appearing to read "Eric Johnson", with a long, sweeping horizontal line extending to the right.

Eric Johnson  
Vice President

### E1527-21 Phase I ESA User Questionnaire

<b>Site Name:</b>	
<b>Location:</b>	
<b>User Name:</b>	

- 1) Are you aware of any environmental cleanup liens against the *subject property* that are filed or recorded under federal, tribal, state or local law?
  
- 2) Are you aware of any activity and use limitations (AULs), such as engineering controls, or land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?
  
- 3) Do you have any specialized knowledge of the *subject property* and environmental conditions at the *subject property*? Do you have any specialized knowledge or experience related to the *subject property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *subject property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?
  
- 4) Does the purchase price being paid for this *subject property* reasonably reflect the fair market value of the *subject property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *subject property*?
  
- 5) Are you aware of commonly known or *reasonably ascertainable* information about the *subject property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases of hazardous substances or petroleum products? For example:
  - (a.) Do you know the past uses of the *subject property*?
  - (b.) Do you know of specific chemicals that are present/once were present at the *subject property*?
  - (c.) Do you know of spills or other chemical releases that have taken place at the *subject property*?
  - (d.) Do you know of any environmental cleanups that have taken place at the *subject property*?
  
- 6) Based on your knowledge and experience related to the *subject property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *subject property*?

**Additional Information/Documentation**

**Contacts**

Information Requested	Name	Contact Info	Available. N/A?
Point of Contact for Access			
Current Site Owner			
Current Facility Operator			
Prior Owner Contact			
Prior Occupant Contact			

**Other Information**

Information Requested	Name	Contact Info	Available, N/A?
Access Restrictions			
Confidentiality Considerations			
Legal Description / Survey / Site Plan			
Chain of Title			
Reasons for Conducting Phase I ESA			

**Helpful Documents**

- Previous Environmental Site Assessment Reports (Phase I, Phase II, Asbestos, Lead, etc.)
- Environmental compliance audit reports
- Storage tank registrations (aboveground or underground)
- Hazardous materials compliance documents (Tier II)
- Geotechnical Investigations
- Environmental permits/plans, solid waste permits, hazardous waste disposal permits, wastewater permits, NPDES Permits, underground injection permits, Spill Plans (SPCC)
- Notices or correspondence from any government agency relating to past or current violations of environmental laws or relating to environmental liens affecting the subject property

\_\_\_\_\_  
Name (Authorized User Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**ENVIRONMENTAL CORPORATION OF AMERICA**

1375 Union Hill Industrial Court, Suite A  
ALPHARETTA, GEORGIA 30004  
TEL: (770) 667-2040 FAX: (770) 667-2041

**PROPOSAL ACCEPTANCE SHEET**

Identification of Services	Phase I ESA (\$2,195)
Project Name	Parcel 194 022
Project Location	Aquatic Circle, Cumming, Forsyth County, Georgia
Proposal Date	June 26, 2023
Proposal Number	P23-000034

**CLIENT**

Name	Columbia Engineering
Address	2862 Buford Hwy Suite 200 Duluth, GA 30096
Phone Number	
Attention:	Roger Grant, PLA

**FOR NOTICES**

Client:	Name	_____
	Address	_____
	Phone No.	_____

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL ACCEPTANCE**

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this \_\_\_\_ day of \_\_\_\_ 2023

\_\_\_\_\_  
Print or type individual, firm or corporate body name

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print or type name of authorized representative and title

## TERMS AND CONDITIONS

**SERVICES TO BE PROVIDED.** Environmental Corporation of America and/or its subsidiaries, affiliates, branches, or divisions, as an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

**DEFINITIONS.** When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it", and "its" refer to Client.

**RIGHT OF ENTRY AND RIGHT TO PROCEED.** Client grants a right of entry from time to time to Consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies, and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for continuation of its activities at the site.

**BILLING AND PAYMENT.** Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1 1/2 percent per month or 18 percent per year and the cost of collection, including reasonable attorneys' fees, if collected by law or through an attorney. If 1 1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

**DAMAGE AT SITE.** We will not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.) which are not called to our attention in writing and correctly shown on the plans furnished by the Client in connection with work performed under this Agreement. Client recognizes that the use of exploration and test equipment may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such effect, alteration, or damage.

**STANDARD OF CARE AND WARRANTY.** Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

**PUBLIC LIABILITY.** Consultant maintains workers' compensation and employer's liability for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against us alleging exposure to or damage from material, elements, or constituents at or from Client's facility before, during, or after the services of this Agreement, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or resulting in cost for remedial action, uninhabitability of the property, or other property damage, then: Client agrees to defend us in any such suit or claim and pay on our behalf any judgment resulting against us, including any interest thereon. Further, Client with our concurrence will select, hire and pay an attorney to defend any such suit or claim, will pay Court costs for which we may be liable in any such suit and will bear and pay litigation expenses Client incurs in providing a reasonable and professional defense which will be provided by Client according to prevailing local standards. Client will have the right to investigate, negotiate and settle, with our concurrence, any such suit or claim, and we will cooperate in the defense of any such suit or claim.

**PROFESSIONAL LIABILITY.** Client agrees to limit our liability to client or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability coverage, we agree, upon receipt of Client's written request at the time of accepting our Proposal, to increase the limits of liability up to a maximum of \$1,000,000, at an additional cost of 10 percent of our total fee.

**SAMPLING AND TESTING LOCATION.** The fees included in our Proposal do not include costs associated with surveying the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required, cost of surveying will be paid by Client. Field tests or boring locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations are approximations.

**SAMPLE HANDLING AND RETENTION.** Generally, test samples or specimens are consumed or substantially altered during the conduct of tests and Consultant, at our sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of tests.

**A. NON-HAZARDOUS SAMPLES.** At Client's written request, we will maintain preservable test samples and specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written

request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that it will not hold us responsible or liable for any loss of test specimens or samples retained in storage.

**B. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that samples contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, we will, after completion of testing and at Client's expense, (i) return such samples to Client, or (ii) using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

**HAZARDOUS SUBSTANCES OR CONSTITUENTS.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it comes available to the attention of Client in the future. By virtue of entering into this Agreement or of providing services hereunder, we do not assume control or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment. Client agrees to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connection with hazardous waste, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Consultant from and against any and all claims and liabilities resulting from:

(a) Client's violation of any federal, state, or local statute, regulation, or ordinance relating to the disposal of hazardous substances or constituents;

(b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transport, or disposal of hazardous substances or constituents found or identified at the site;

(c) Changed conditions or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein;

(d) Allegations that Consultant is a handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, state, or local regulations or law.

**CONTAMINATED EQUIPMENT.** All laboratory or field equipment contaminated in performing our services and which cannot be reasonably decontaminated shall become the property and responsibility of the client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

**UNFORESEEN OCCURRENCES.** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

(a) If practicable, in our sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

(b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen condition or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or

(c) Terminate the services effective on the date specified by us in writing.

**CLAIMS.** In the event that Client makes claims against us in law or otherwise, for any alleged error, omission, or act arising out of the performance of our services that cannot be mutually resolved without resort to litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including, without limitation, our personnel-related costs, attorneys' fees, court costs, and other claim-related expenses, including, without limitation, costs, fees, and expenses of experts. Client agrees that for the purposes of this Agreement it has failed to prove its claim when judgment in litigation is for a sum of money less than that sum offered by us to resolve the matter without litigation.

**DOCUMENTS.** Client will furnish or will cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project, without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to Consultant.

**FIELD REPRESENTATIVE.** The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us

shall excuse the contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Consultant shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

GOVERNING LAW. This Agreement shall be governed in all aspects by the laws of the State of Georgia.

