



PROPOSAL PHASE I ENVIRONMENTAL SITE ASSESSMENT ASTM 1527-13

Site Information:

Portion of APN: 022-140-009
West Biggs-Gridley Road
Biggs, CA 95948

Prepared for:

City of Biggs
465 C Street
Biggs, CA 95917

Prepared by:

Chico Environmental Science & Planning
333 Main Street, Suite 260
Chico, CA 95928
(530) 899-2900

Prepared: January 30, 2018



1.0 INTRODUCTION

Chico Environmental is pleased to present this proposal to conduct a Phase I Environmental Site Assessment (ESA) for a five-acre property located in the southeast corner of APN: 022-140-009 in City of Biggs, Butte County, California. The site is situated west of West Biggs-Gridley Road and currently contains two large structures. As required, site owners and occupants will provide full access to the site for the purposes of our evaluation.

The ESA will be conducted in general conformance with the scope and limitations of American Society of Testing and Materials (ASTM) Standard E 1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".

2.0 PURPOSE AND SCOPE

The purpose of ESAs is to review past and current land uses and activities at the site and nearby properties in order to assess whether current or historical activities on or adjacent to the site may have resulted in significant contamination by hazardous materials or wastes, which is subsequently referred to in this proposal as a "Recognized Environmental Condition." A Recognized Environmental Condition is defined as: "The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water or surface water of the property." The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public 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.

Chico Environmental's assessment will be accomplished by, and limited to, a review of presently and readily available documentation of land use history at the site for evidence of the use, storage, or disposal of hazardous substances. The assessment will include a preliminary evaluation of the potential for hazardous substance contamination from past and present site activities based on available data and information reviewed from regulatory agency files. The proposed scope of services will include the following tasks:

- Review of pertinent, available documents and maps regarding local hydrogeologic conditions;
- Review of readily available historical aerial photographs of the site and surrounding area;
- Reconnaissance of the site and the developed areas within approximately one-half mile of the site to make visual observations of existing site conditions, activities and types of land use and businesses within the search area. Reconnaissance of the properties will be accomplished by a site inspection and questionnaire provided to knowledgeable site personnel. It is important that we have access to all portions of the property. If access is unavailable to any portion of the subject property, our ability to complete the scope of services described herein may be hindered;

- Obtain information on current and previous land use at the site from the owners and tenants and from available municipal, county, and state agency records and permits, and then evaluate the information for evidence of potential use, storage, or disposal of petroleum products or hazardous substances, including hazardous wastes;
- Review of county, state, and U.S. Environmental Protection Agency (EPA) lists of known hazardous substances site within 1 mile of the site;
- During and following completion of the above tasks, Chico Environmental will provide oral status reports to the client; and
- Preparation of a report to present our preliminary findings, conclusions, and recommendations. Recommendations may include additional research, sampling, and field investigations.

If made available by the client, we will review title and chain-of-title information and copies of geotechnical or geologic reports, maps, drawings, surveys, etc., (at additional cost) pertaining to the site or adjacent parcels.

This proposal does not include a limited (i.e., non-AHERA) asbestos survey, a limited radon survey, or a limited lead paint survey.

If our research indicates uncertainty regarding previous facilities and activities at the site, it may be appropriate to have a title company or attorney conduct a title and chain-of-title search for the property, if this has not already been completed. The title search is not included in our proposed scope of services. However, we can arrange for a title and chain-of-title search for an additional fee.

The proposed work will be conducted by Chico Environmental personnel with training and experience in hazardous substances investigations and will be supervised by an Environmental Professional (as defined in ASTM 1527-13) and a California Professional Geologist. It is possible that this preliminary evaluation may reveal the need to perform more detailed (Phase II) field investigations (subsurface, surface, or air) to assess the potential presence of, or demonstrate the absence of, contaminated building media, soil, or groundwater beneath the site. Such investigations are outside the scope of this proposal and are not budgeted within its scope.

The Phase I ESA is a limited and non-exhaustive survey that is intended to evaluate whether readily available information indicates that the historic or current use of the subject property resulted in contamination by hazardous substances or waste. As a result, without a comprehensive sampling and analysis program or implementation of services beyond the original scope of work, certain potential conditions, including, but not limited to those summarized below, may not be revealed:

- Naturally occurring toxic substances or elements found in the subsurface soils, rocks, or water
- Toxic substances commonly found in current habitable environments, such as stored household products, building materials, and consumables.

- Biological or infectious agents and pathogens.
- Contaminant plumes (liquid or gaseous) below the surface from a remote or unknown source.
- Inaccessible or concealed areas that may store or contain hazardous substances or wastes.
- Unknown, unreported, and not readily visible site contamination, which may have been caused by "midnight" dumping and/or accidental spillage.

3.0 SCHEDULE AND ESTIMATED CHARGES

We are prepared to commence upon authorization to proceed by the City of Biggs and can complete the proposed Phase I Environmental Site Assessment within 21 days of this proposals acceptance. This schedule is partially dependent on the availability of, and access to, agency files, data, and information. It should be noted that some regulatory agencies may not make records available within the allotted time, and as such those records will not be considered "readily available." If relevant information from agency files is received by Chico Environmental after the report is completed, it will be provided to the City of Biggs without additional cost.

We propose to provide our services on a not-to-exceed basis, in conformance with our General Conditions, which are attached. We estimate our fees for providing the scope of services outlined above will not exceed \$1,800.

Electronic copies of the report will be provided to the City of Biggs within the proposed schedule. We will notify you promptly if we encounter conditions that necessitate a modification of our scope, schedule or corresponding costs.

4.0 WARRANTY AND LIABILITY

We warrant that our services are performed within the limits prescribed in this Agreement, with the usual thoroughness and competence of the consulting engineering profession. No other warranty or representation, expressed or implied, is included or intended under this Agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

CHICO ENVIRONMENTAL SCIENCE AND PLANNING



John Lane, Principal/Environmental Professional
jlane@chicoenvironmental.com
(530) 899-2900

GENERAL CONDITIONS

1.0 BILLING

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 In the event that the Client requests termination of the work prior to completion of a report, Chico Environmental reserves the right to complete such analyses and records as necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof is an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the direction of Chico Environmental, be made.
- 1.3 Chico Environmental reserves the right to assess charges for extra copies of reports and graphics, site visit beyond those specified in our proposal, and any other work not expressly indicated in our proposal on a time and materials basis (please see our Billing Rates, below).

2.0 WARRANTY AND LIABILITY

- 2.1 Chico Environmental warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession; in accordance with the standard for professional services at the time those services are rendered. No warranty of representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 Chico Environmental's liability shall be limited to injury or loss caused by the negligence of Chico Environmental, its subcontractors, and/or agents hereunder. Chico Environmental has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 Chico Environmental's liability to the Client for injury or loss arising from (1) professional errors or omissions and/or (2) radiation, nuclear reaction, or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids or solid materials shall not exceed \$1,000,000.
- 2.4 Chico Environmental's liability to the Client for injury or loss arising from comprehensive general and automobile exposures shall not exceed \$1,000,000.
- 2.5 In the event one party makes a claim against the other, at law or otherwise, for any alleged error, omission or other set arising out of the performance of Chico Environmental's professional services, the non-prevailing party shall pay all costs, including attorney's fees, incurred by the prevailing party.