

EAS, INC.

ENVIRONMENTAL ASSESSMENT SERVICES, INC.

Environmental Assessment Authorization Form

Requested Service (Check Box)	RSRA _____	TSP _____	Phase I _____
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Date:

Site Information

Address:			
City:	State	Zip	
Phone	Fax		
Email Address			

Requesting Agent

Name			
Position			
Firm			
Address:			
City:	State	Zip	
Phone	Fax		
Email Address			

Site Contact

Name			
Position			
Firm			
Address:			
City:	State	Zip	
Phone	Fax		
Email Address			

Authorizing / Billing Agent

Printed Name and Signature			
Position			
Firm			
Address:			
City:	State	Zip	
Phone	Fax		
Email Address			

The attached Terms and Conditions and required initials, as well as, the attached proposal, are a portion of this document and should be considered as such.

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In order to qualify for one of the *Landowner Liability Protections (LLPs)* offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the “*Brownfields Amendments*”), the *user* must provide the following information (if available) to the *environmental professional*. Failure to provide this information could result in a determination that “*all appropriate inquiry*” is not complete. In addition, certain information should be collected, if available, and provided to the environmental professional selected to conduct the Phase I.

This information is intended to assist the *environmental professional* but is not necessarily required to qualify for one of the *LLPs*. The information includes:

- (a) the reason why the Phase I is required,
- (b) the type of *property* and type of *property* transaction, for example, sale, purchase, exchange, etc.,
- (c) the complete and correct address for the *property* (a map or other documentation showing *property* location and boundaries is helpful),
- (d) the scope of services desired for the Phase I (including whether any parties to the *property* transaction may have a required standard scope of services on whether any considerations beyond the requirements of Practice E 1527 are to be considered),
- (e) identification of all parties who will rely on the Phase I *report*,

User Provided Information	YES	NO
Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25). Are you aware of any environmental cleanup liens against the <i>property</i> that are filed or recorded under federal, tribal, state or local law?		
Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26). Are you aware of any AULs, such as <i>engineering controls</i> , land use restrictions or <i>institutional controls</i> that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?		
Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28). As the <i>user</i> of this <i>ESA</i> do you have any specialized knowledge or experience related to the <i>property</i> or nearby properties? For example, are you involved in the same line of business as the current or former <i>occupants</i> of the <i>property</i> or an adjoining <i>property</i> so that you would have specialized knowledge of the chemicals and processes used by this type of business?		
Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this <i>property</i> reasonably reflect the fair market value of the <i>property</i> ? 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 <i>property</i> ?		
Commonly known or reasonably ascertainable information about the property (40 CFR 312.30). Are you aware of commonly known or <i>reasonably ascertainable</i> information about the <i>property</i> that would help the <i>environmental professional</i> to identify conditions indicative of releases or threatened releases? For example, as <i>user</i> , (a.) Do you know the past uses of the <i>property</i> ? (b.) Do you know of specific chemicals that are present or once were present at the <i>property</i> ? (c.) Do you know of spills or other chemical releases that have taken place at the <i>property</i> ? (d.) Do you know of any environmental cleanups that have taken place at the <i>property</i> ?		
Commonly known or reasonably ascertainable information about the property (40 CFR 312.30). Are you aware of commonly known or <i>reasonably ascertainable</i> information about the <i>property</i> that would help the <i>environmental professional</i> to identify conditions indicative of releases or threatened releases? For example, as <i>user</i> , (a.) Do you know the past uses of the <i>property</i> ? (b.) Do you know of specific chemicals that are present or once were present at the <i>property</i> ? (c.) Do you know of spills or other chemical releases that have taken place at the <i>property</i> ? (d.) Do you know of any environmental cleanups that have taken place at the <i>property</i> ?		
The degree of obviousness of the presence of likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the <i>user</i> of this <i>ESA</i> , based on your knowledge and experience related to the <i>property</i> are there any <i>obvious</i> indicators that point to the presence or likely presence of contamination at the <i>property</i> ?		

Landowner Liability Protections, or *LLPs*, is the term used to describe the three types of potential defenses to Superfund liability in EPA’s *Interim Guidance Regarding Criteria Landowners Must Meet in Order to Qualify for Bona Fide Prospective Purchaser, Contiguous Property Owner, or Innocent Landowner Limitations on CERCLA Liability* (“*Common Elements*” Guide) issued on March 6, 2003. 36 P.L. 107-118.

(1.) Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

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Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law?

(2.) Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any AULs, such as *engineering controls*, 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.) Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4.) Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *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 *property*?

(5.) Commonly known or reasonably ascertainable information about the *property* (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*,

- (a.) Do you know the past uses of the *property*?
- (b.) Do you know of specific chemicals that are present or once were present at the *property*?
- (c.) Do you know of spills or other chemical releases that have taken place at the *property*?
- (d.) Do you know of any environmental cleanups that have taken place at the *property*?

(6.) The degree of obviousness of the presence of likely presence of contamination at the *property*, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

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Terms and Conditions Agreement for Professional Services

This agreement, made this ---- of ----- by and between Environmental Assessment Services, Inc. (Consultant) of St. Petersburg, Florida and ----- located at ----- of -----, Florida. The Consultant and the Client agree to performance of professional services in accordance with the terms and conditions set forth in the following sections and attachments referenced herein which, together with the acceptance, shall constitute the entire Agreement superseding any and all previous correspondence and arrangements. See the scope of work as defined in the attached proposal from Environmental Assessment Services, Inc. (EAS) to ----- of ----- dated -----.

- Insurance:** EAS shall provide, pay for and maintain in full force and effect at all times during the term of this agreement, the following insurance: (a) Workers Compensation Insurance as required by applicable State law; (b) Professional Liability Insurance with limits of \$1,000,000 each occurrence. EAS' liability for damages due to professional negligence shall be limited to the Insurance; (c) General Liability Insurance for bodily injury and property damage arising directly from EAS' negligent acts or omissions with limits of \$1,000,000 each occurrence. EAS agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act or omission by EAS. EAS shall not be responsible for any loss, damage or liability beyond amount limits and conditions of such insurance, and shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff, other consultants, independent contractors, third parties or other working on the project over which EAS has no supervision or control. Certifications of insurance will be provided to Client upon request.
- Performance of Work:** The Work shall be completed by the dates specified in this Agreement or in any Change Order, as the case may be. The completion date(s) referred to in this agreement are collectively referred to as the "Completion Date".
- Site Access:** The Client shall provide EAS with such access to the property as is reasonably necessary to perform the Work, including, without limitation ingress, and egress. Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The consultant will take precautions to minimize damage due to these activities, but has not included in the fee schedule the cost of restoration of any resulting damage.
- Standard of Care / Warranty:** Services performed by EAS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. EAS' interpretations will be based upon results of regulatory information, historical information and site observations and are limited to the time frame when each component was conducted. EAS will not be responsible for the interpretation or use by others of data that EAS developed pursuant to this Agreement. The Client acknowledges: (a) "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon the Consultant; and (b) the scope of a Limited Observation may not be adequate to identify recognized environmental conditions, even if performed in accordance with "current professional standards", and, therefore, the Consultant cannot guarantee the accuracy of results or conclusions relating thereto.
- Confidentiality:** All information obtained by EAS in the performance of services hereunder will be strictly confidential and will not be used for the benefit of EAS, or disclosed to any third party, either during EAS' employment or after its termination.
- Subcontractors:** EAS may engage such subcontractors as EAS in its reasonable discretion, considers necessary to perform the Agreement. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors, and agents.
- Termination:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three (3) months. In the event of termination, EAS shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultants's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- Invoices:** EAS will submit invoices upon completion of services. Each invoice is due on receipt. Thirty (30) days after invoice date, Client agrees to pay a service charge on past-due invoices, back-dated to the original invoice date, in the amount of one and one-half percent (1.5%) of the unpaid balance applied monthly, equivalent to eighteen percent (18%) per annum.
- Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- Notice:** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have sufficiently given when delivered in person or sent by telex, wire or by certified mail, return receipt requested, postage prepaid, to the signatory of this Agreement at the address of the respective party set forth on the attached Environmental Assessment Authorization Form.
- Entire Agreement:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by the Consultant and the Client and supersede any prior contract, arrangement or work order between the parties and represent their complete agreement. No alterations to or modifications of the terms and conditions of this agreement shall be effective unless such alteration or such modification is reduced to writing and properly executed by the parties hereto.