



October 14, 2022

Mandy Owensby  
Danco Communities  
5251 Ericson Way, Suite A  
Arcata, California 95521

Re: **Proposal for Expedited Limited Phase II Subsurface Investigation**  
**Proposal Number 87633rev2**  
210 East Gobbi Street  
Ukiah, California 94582

Dear Mandy Owensby:

AEI Consultants (AEI) appreciates the opportunity to present Danco Communities (the Client) with this proposal to perform an **Expedited Limited Phase II Subsurface Investigation** at 210 East Gobbi Street in Ukiah, California 94582 (the Site). The October 10, 2022 response letter prepared by the North Coast Regional Water Quality Control Board (NCRWQCB) requested a Human health Risk Assessment (HHRA) for the Site. The purpose of this investigation is to evaluate the subsurface conditions at the Site (i.e. soil, groundwater, or soil gas) to use in preparation of the HHRA. AEI’s proposed fee, scope of work, assumptions, and schedule are provided below.

**Proposed Fees:**

AEI will complete the below stated scopes of work for the following fees:

Requested	Service(s)	Fee for Service
<input checked="" type="checkbox"/>	Expedited Limited Phase II Subsurface Investigation	\$28,800

**PROPOSED SCOPE OF WORK**

AEI prepared a *Limited Phase II Investigation* dated May 31, 2020 that identified benzene and TCE in soil vapor on the northeastern portion of the Site exceeding the residential vapor intrusion environmental screening levels (ESLs). In addition, a HHRA was recommended for the Site by the NCRWQCB.

AEI proposes to advance eight (8) exploratory borings for the collection of soil and soil vapor samples to provide data necessary to develop an HHRA for the Site. AEI proposes to execute the following tasks as part of its investigation:

- Prepare a Site-specific health and safety plan (HASP) for the project.
- Notify the Client and site contact person with the nature and schedule of the work.
- Obtain a drilling permit for the proposed exploratory borings from Mendocino County Environmental Health; Hazardous Materials.
- Notify 811 (DigAlert) who in turn, will contact subscribing utility companies to mark the locations of their underground utilities along site boundaries and near proposed investigation locations, as appropriate.
- Arrange for a private utility locating service to check planned drilling locations for possible utilities.
- AEI will contract a licensed driller to advance eight (8) soil borings at the Site with a track- or truck-mounted direct-push drilling rig depending upon access limitations. The locations of the proposed borings are shown on the attached figure. Six of the borings will be advanced to the planned depth of 5.5 feet below ground surface (bgs), or refusal, whichever is encountered first, for the collection of soil and soil vapor samples. Three of the borings will be advanced to the planned depth of 20 feet below ground surface (bgs), or refusal, whichever is encountered first, for the collection of soil, groundwater, and soil vapor samples. The groundwater borings may be extended deeper if groundwater is not encountered at 20 feet bgs and conversations with the NCRWQCB indicate deeper data is needed.
- Each boring will be logged by AEI staff, soil core will be logged and described in general accordance with the Unified Soil Classification System (USCS); soils will be screened with a portable organic vapor meter (OVM) or photoionization detector (PID) and for sensory perception. Soil samples will be collected for laboratory analyses from the intervals

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_



that represent the highest likelihood for contamination based on the field screening results. The soil samples will be collected from the 1-foot, 2.5-foot and 5-foot intervals to the total depth proposed.

- The eight (8) soil borings will be converted to temporary soil vapor probes to collect soil vapor samples at approximately 5-feet bgs, or one-foot above first-encountered groundwater. Sampling of soil vapor will be conducted by vacuum testing and purging the wells and by using helium as a tracer compound. The soil vapor samples will be collected through a calibrated flow controller and into one-liter laboratory-supplied evacuated Summa canisters.
- After drilling, a temporary well will be constructed in the two (2) deeper borings using well materials consisting of 1-inch diameter, 0.010 slotted, poly vinyl chloride piping installed in the borehole to facilitate collection of a groundwater sample. It is anticipated that one (1) groundwater sample will be collected from each boring and will be selected for analysis. If no groundwater is encountered or is not readily available for collection of a groundwater sample; a soil sample will be collected (in place of a groundwater sample) from the boring and analyzed for the same parameters as listed above.
- Samples collected for potential laboratory analysis will be sealed, labeled, and entered onto chain-of-custody documentation for transportation for analysis to a state-certified laboratory.
- The following types and number of soil analyses are included:
  - Total Petroleum Hydrocarbons (TPH) ranges as gasoline (C<sub>6</sub>-C<sub>10</sub>), diesel (C<sub>10</sub>-C<sub>22</sub>), and oil (C<sub>22</sub>-C<sub>32</sub>) using EPA Testing Method 8015B .....8 samples
  - VOCs using US EPA Testing Method 8260B .....8 samples
  - Resource Recovery and Conservation Act (RCRA) 8 metals using US EPA Testing Method 6010 B .....8 samples
- The following types and number of groundwater analyses are included:
  - TPH ranges as gasoline, diesel, and oil using US EPA Testing Method 8015M .....3 samples
  - VOCs using US EPA Testing Method 8260B .....3 samples
- The following types and number of soil gas analyses are included:
  - VOCs using US EPA Testing Method TO-15 .....8 samples
  - Helium and fixed gases oxygen and carbon dioxide using ASTM D-1946-90.....8 samples
- Backfill borings per applicable regulations.
- Prepare a final technical report detailing methods and results of the investigation, including tables, figures, and appendices. Analytical results generated during the investigation will be evaluated using Revision 2 of the July 2019 ESLs for residential use issued by the San Francisco Bay Regional Water Quality Control Board.

**Assumptions:**

Proposed fees are based on the following assumptions:

- One day in the field for sampling activities and the work will occur during normal business hours (7:00 am - 5:30 pm) Monday through Friday.
- Requests for insurance certificates, access agreements, and other site-specific documentation required by Client or Site owner/tenant must be provided to AEI at the time of authorization to avoid delays in execution of the field work.
- A minimum fee of \$1,000 will be assessed for cancellation of the project by the Client after authorization has been received.
- A minimum fee of \$2,500 will be assessed for cancellation of the project or rescheduling of field activities by the Client with less than two business days' notice.
- Client is responsible for subcontractor mobilization fee (\$1,250) if the field work is re-scheduled by the Client within 2 days of the originally scheduled date.
- This contract includes up to one hour of consultation after the final report has been submitted to the Client. Additional time requested by the Client for consultation services will be billed under this same contract at a rate of \$200 per hour.
- All work will commence on private property. If the Client is not the owner of the property, the Client will obtain written authorization from the property owner to perform this project. Client is responsible for providing access to the Site and notification/coordination with on-site tenant(s). Access delays on the day of field work may result in additional costs.
- AEI will have clear access to the sampling locations with necessary equipment. AEI is not responsible for clearing drilling areas for access.
- The presence of drilling equipment on landscaped areas may be needed in order to collect the samples proposed. AEI is not responsible for damage to landscaping (plants, grass, or trees) or damage to irrigation lines. AEI is not responsible for repairs due to ruts in the surface.



- Groundwater is expected at approximately 10 feet below ground surface (bgs) according to a source on the GeoTracker website maintained by the California State Water Resources Control Board (SWRCB) and groundwater is expected to flow east. Groundwater is anticipated to be encountered within the scope of this investigation.
- Refusal is not encountered prior to the target depth. Subsurface conditions can vary unexpectedly; and AEI provides no guarantee that a depth proposed will be reached.
- After deployment by AEI, sampling equipment is not to be disturbed or tampered with for the duration of the investigation.
- No or low-flow conditions are not encountered during soil gas sampling; if so, soil samples maybe analyzed in lieu of soil gas samples.
- No concrete coring is required (typically not necessary for surfacing less than 6 inches thick).
- Level D personal protective equipment (PPE) is the maximum necessary.
- AEI will restore the boring location surfaces with fast-setting concrete or asphalt patch.
- AEI is not responsible for damages to underground or aboveground utilities, for unmarked or mismarked utilities or other features, or for damage that occurs to such utilities or features. The Client is responsible for providing information to AEI regarding the location of intra-site utilities.
- AEI is not responsible for delays or scope limitations caused by property access issues; equipment, or analytical unavailability or delays; regulatory or permitting agencies; difficult subsurface conditions; weather; or other acts or conditions outside of AEI's control.
- Investigation derived waste, if generated, will remain onsite. AEI will utilize techniques that limit the wastes generated to a minimum. Disposal costs are not included. Upon receipt of analytical data, and Client request, AEI can provide waste profiling assistance and disposal estimates.
- This contract includes drilling a total of 85 feet. If additional drilling is requested over this amount in order to collect additional sample(s), a fee of \$300 will be charged for each additional 10 feet of drilling, or portion thereof, within the allotted time.
- The samples will be analyzed with a standard 5 to 7 business day turnaround time (TAT), unless otherwise selected by the Client above.
- Upon receipt of laboratory data, additional samples may be analyzed, if collected and placed on hold, at the request of the Client for additional fees. This project has been designed to investigate whether a release of the specified materials has occurred in the areas to be investigated; it has not been designed to determine the extent of such a release, (if one exists), nor to investigate areas or contaminants other than those specified. If impacts are identified, the investigative scope described herein may not be sufficient to evaluate the extent and magnitude of environmental impacts. Additional sampling and/or laboratory analysis beyond the proposed scope may be required to characterize the extent and magnitude of environmental impacts.
- This proposal is valid for 60 days from the date of issuance.

#### Schedule:

The tentative project schedule will be communicated to the Client within two days following authorization. Analytical results may be verbally reported to the Client approximately 2-3 days following sampling activities, and the final report will be issued promptly upon receipt of all necessary documentation. Provided the contract is initiated by October 12<sup>th</sup>, 2022, AEI anticipates the report will be produced by October 31<sup>st</sup>, 2022, pending subcontractor availability, permit issuance, and laboratory schedules. The Client will be notified of any delays.

#### Terms and Conditions:

Work under this proposal shall be governed by the attached Terms and Conditions or other mutually acceptable terms and conditions received and negotiated to our mutual satisfaction prior to initiation of these services. In the event of the latter, this proposal will be considered governed by such other Terms and Conditions accordingly.

#### Payment Terms and Deliverables:

Fifty percent (50%) of the contract amount will be due prior to project initiation, plus any and all past due invoices for work performed for the Client by AEI at the property. The remaining fifty percent (50%) of the contract amount plus other contract fees, if any, will be due the day following the date of field work, prior to the verbal, written, or electronic distribution of any analytical data or report(s). The Client may opt for full prepayment to avoid delays in the release of data and work product. AEI accepts credit card payments; please contact our corporate office to arrange credit card payments. For purchase orders or to establish an account, AEI may require additional information to establish and account.



Upon receipt of payment in accordance with the contract, AEI will deliver one electronic final copy of the report. A hard copy of the report will be provided upon request.

In the event that the Client cancels the contract, then the Client will be responsible for payment of incurred costs up to the cancellation notice date. If the project is placed on hold for longer than a 90-day period, AEI will cancel the project and the Client will be responsible for incurred costs up to the hold date. Hold projects may be re-indicated at any time, and additional fees may apply.

Approval:

If our proposal is acceptable as presented, please validate this contract by signing the Authorization to Proceed, initialing and dating each page, and returning a copy to AEI.

Closing:

AEI appreciates the opportunity to be of service. If you have any questions or comments, please do not hesitate to contact Mr. Gary Reynolds at (970) 568-2596, [greynolds@aeiconsultants.com](mailto:greynolds@aeiconsultants.com), or the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read "CK", with a long horizontal flourish extending to the right.

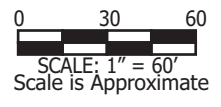
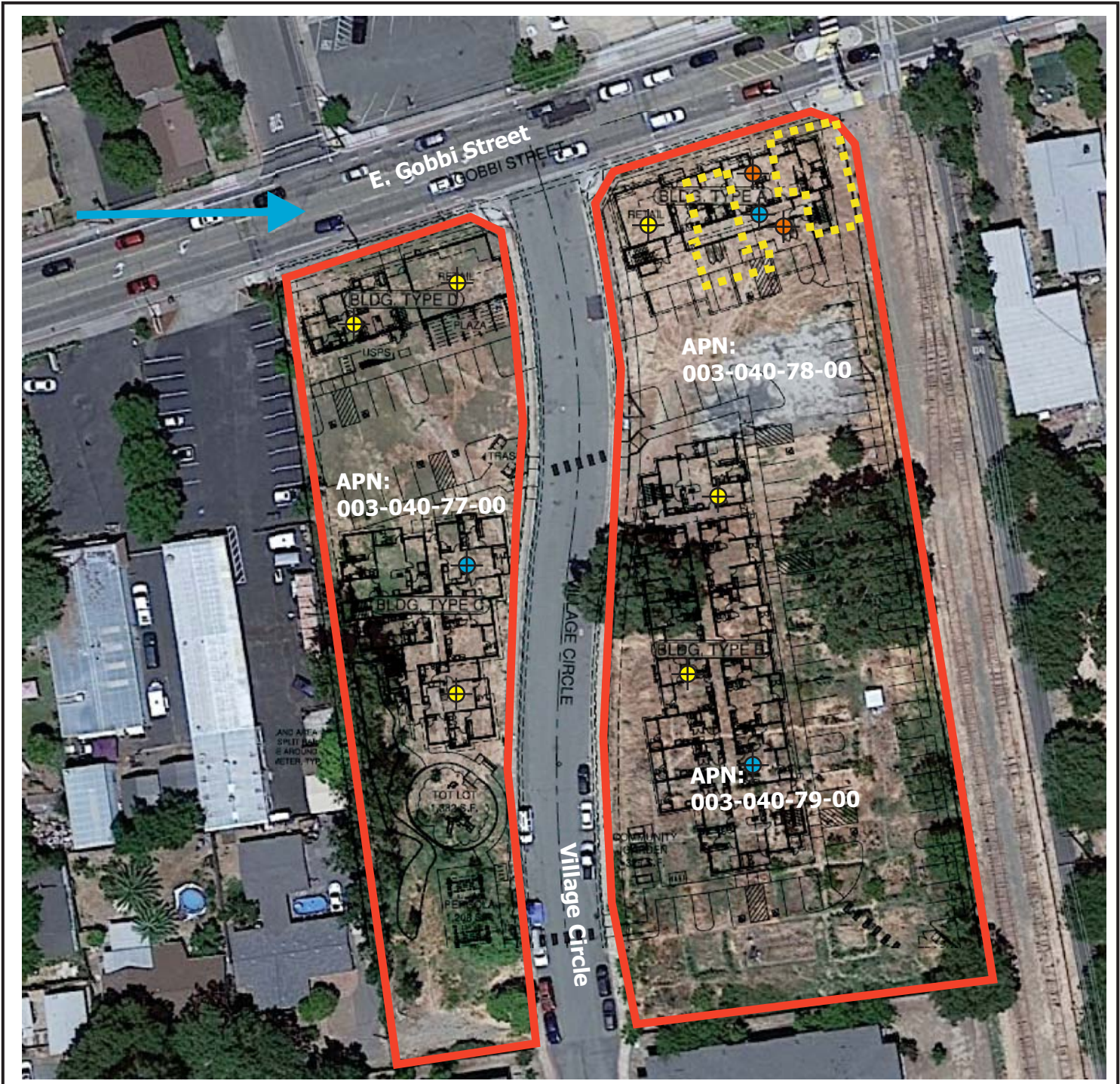
Cade Klock, P.G. (9833)  
Senior Geologist

A handwritten signature in blue ink, appearing to read "Jeremy Smith", with a long horizontal flourish extending to the right.

Jeremy Smith  
Senior Project Manager

AEI Consultants  
2500 Camino Diablo  
Walnut Creek, California 94597  
Phone: 925.746.6000  
Email: [cklock@aeiconsultants.com](mailto:cklock@aeiconsultants.com)

Enclosed:      Terms and Conditions  
                  Authorization to Proceed  
                  Additional Information Datasheet  
                  Figure 1 - Site Map



**LEGEND**

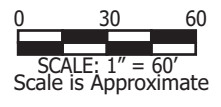
- Approximate Site Boundary
- Former Service Station Buildings
- Proposed Shallow Boring
- Proposed Deeper Boring
- Former Boring Location

**AEI Consultants**  
 2500 Camino Diablo, Walnut Creek, California 94597

**SITE MAP**

210 E. Gobbi Street  
 Ukiah, California 95482

**FIGURE 1**  
 Proposal No. 87633



**LEGEND**

- Approximate Site Boundary
- Former Service Station Buildings
- Proposed Shallow Boring
- Proposed Deeper Boring
- Former Boring Location

**AEI Consultants**  
2500 Camino Diablo, Walnut Creek, California 94597

**SITE MAP**

210 E. Gobbi Street  
Ukiah, California 95482

**FIGURE 1**  
Proposal No. 87633



## TERMS AND CONDITIONS

- 1. Billings, Payment and Credit.** The Client shall pay All Environmental Inc. d/b/a AEI Consultants (AEI) for the services (the "Services") performed in accordance with the prices set forth in the proposal to which these terms and conditions are attached (the "Proposal", and together with these terms and conditions the "Agreement"). Invoices shall be submitted in accordance with the Proposal. Payment of the AEI invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. PAYMENT IS DUE UPON RECEIPT. If AEI does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less).

The Client shall be liable to AEI for all costs and expenses of collection of delinquent balances, including reasonable attorney and other fees, and court costs. Time is of the essence with respect to this provision. AEI's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude AEI from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to AEI that it is legally authorized to bind the Client to the terms of the Agreement and guarantees payment for services.
- 2. Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by AEI, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to complete the Services within the agreed scope of work. AEI may require that an authorized, knowledgeable representative of the Site owner be present at the Site as a condition of the performance of the Services and may require that Site personnel operate major building systems and equipment at the time the Services are performed. AEI's ability to comply with the schedule for performance described in the Proposal is contingent upon timely and complete Site access. AEI shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of AEI, or events that could not have been reasonably foreseen and prevented.
- 3. Documents/Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of AEI in connection with the performance of its Services (collectively, "Documents"), shall remain the sole property of AEI. All Documents prepared by AEI for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the Site. Unless otherwise agreed, AEI shall retain all Documents for three (3) years following submission of AEI's report to the Client. In its sole discretion and without prior notice to the Client, AEI may dispose of all field samples within thirty (30) calendar days after submission of AEI's report to the Client.
- 4. Matters Known to Client.** The Client, itself or through the Site owner, shall provide AEI with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) any known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) any modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by AEI in the performance of its Services.
- 5. Preliminary Findings.** Preliminary findings (often referred to as "verbals") can be provided to the Client in order to quickly apprise them of preliminary data obtained as a result of AEI's visual observations at the project Site. They are not intended to be exhaustive or conclusive or to substitute for the final written report, as they do not include information obtained from a number of other important and necessary components of the overall assessment. AEI recommends against making any decisions based upon such limited, preliminary, verbal information.
- 6. PERFORMANCE STANDARDS.** IN PERFORMING THE SERVICES, AEI SHALL EXERCISE THE DEGREE OF SKILL AND CARE NORMALLY EXERCISED BY CONSULTANTS IN THE SAME COMMUNITY PROVIDING THE SAME OR SIMILAR SERVICES FOR PROJECTS OF COMPARABLE SIZE, COMPLEXITY, BUDGET, SCHEDULE AND OTHER CHARACTERISTICS OF THE PROJECT (THE "STANDARD OF CARE"). EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, AEI MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY AEI THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) AEI'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE DERIVED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF AEI. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR OTHER DATA WHICH IS PROVIDED TO AEI BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT THE SITE), IS DEEMED BY AEI TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION. AEI ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.
- 7. INDEMNIFICATION AND LIMITATION OF LIABILITY.** AEI AGREES TO INDEMNIFY AND HOLD HARMLESS (BUT NOT DEFEND) CLIENT, ITS DIRECTORS, OFFICERS AND EMPLOYEES AGAINST ANY LOSSES, LIABILITY, DAMAGES, COSTS AND EXPENSES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF AEI, ITS EMPLOYEES, SUBCONTRACTORS OR ANYONE FOR WHOM AEI IS LEGALLY LIABLE, IN THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL AEI BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY AEI WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF AEI, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY CLAIMING BY OR THROUGH CLIENT, INCLUDING ANY COMPANY AFFILIATED WITH CLIENT, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE SUM OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). IN NO EVENT SHALL AEI BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
- 8. Dispute Resolution.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of California. Any controversy, claim or action arising out of, or related to, this Agreement, the breach thereof, or the coverage of this arbitration provision may be settled by arbitration and will be based on the rules in effect on the date of delivery of demand for arbitration. The arbitrator(s) shall apply California substantive law to the proceedings, except to the extent Federal substantive law would apply to the claim. The arbitrator(s) shall prepare in writing and provide to the parties an award including actual findings and the reasons on which their decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitration of such issues, including the determination of the amount of any damages suffered by either party hereto by reason of the acts or omissions of the other, shall be to the exclusion of any court of law except for enforcement of an arbitrated award. The decision of the arbitrators, or a majority of them, shall be final and binding on both parties and their respective successors and assigns. If the arbitrators determine that a party has initiated a recovery action on a basis inconsistent with the provisions of this Agreement, the initiating party shall, without exception, be assessed all costs incurred by the responding party. Except as identified above, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case. The costs of the arbitration, including the cost of the record or transcripts thereof, if any, administrative fees, fees of the arbitrators, and all other fees and cost shall be borne as determined by the arbitrators.
- 9. RELIANCE AND ASSIGNMENT.** AEI'S WRITTEN REPORT SHALL CONTAIN AEI'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY AEI. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY AEI MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SITE, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF AEI, AND NO OTHER THIRD PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE AGREEMENT, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF AEI. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF AEI'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO AEI. CLIENT WILL HOLD AEI HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF AEI'S WORK PRODUCT OR REPORTS. AEI SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, AEI MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO AEI TO PERFORM THE SERVICES.
- 10. Confidentiality.** AEI shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by AEI to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, AEI shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
- 11. Miscellaneous.** AEI is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of California and the parties irrevocably consent to the jurisdiction of the courts of the State of California and of the United States District Court for the District of Northern California if a basis for federal jurisdiction exists. In the event a dispute relating to an AEI report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by AEI in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.
- 12. Hazardous Waste and Reporting.** The Client understands and agrees that human health and safety is a priority in implementing any investigation or assessment. AEI and Client agree that the discovery of hazardous materials, suspect hazardous materials or petroleum products, or unexpected conditions may constitute a change in the condition of the job Site mandating a renegotiation of the scope of work or termination of the project and may make it necessary for AEI to take immediate measures to protect human health and safety. AEI agrees to notify Client as soon as practicable if such materials are encountered. Client encourages AEI to take any and all measures, that in AEI's professional opinion, are justified to protect AEI's personnel and the public. Client agrees to waive any claim against AEI and to indemnify, defend and hold harmless AEI from any and all claims arising out of AEI's encountering unanticipated hazardous materials or suspected hazardous materials. Client agrees to compensate AEI for all costs associated with such an event based upon AEI's prevailing fee schedule.
- 13. Utilities.** If AEI is expressly engaged to perform soil boring or other invasive testing, AEI shall not be responsible for damages to underground or aboveground utilities, for unmarked or mislabeled utilities or other features, or for damage that occurs to such utilities or features. The Client is responsible for providing information to AEI regarding the location of intra-Site utilities. Client recognizes that the use of exploration equipment may unavoidably affect, alter or damage existing structures, vegetation and terrain at the Site. AEI, including subcontractors, will take reasonable precautions to limit damage. However, Client recognizes that such damage is inherent in the normal course of the contracted scope of work and the cost of the repair for any damages is not part of the contracted services. In the event of damage to the property as a result of such work and specifically stated above, Client will hold harmless, AEI, including subcontractors, for damage caused during the course of the agreed upon scope of work.
- 14. Conflict of Interest.** To the best of AEI's knowledge, AEI has no actual, potential or apparent conflict of interest pertaining to this Agreement, except as has been previously disclosed to Client in writing, and AEI covenants and agrees that it shall promptly advise Client of any other actual, potential or apparent conflicts of interest, whether existing as of the execution date of this Agreement or arising in the future, upon discovering the same.



AUTHORIZATION TO PROCEED

Proposal for Expedited Limited Phase II Subsurface Investigation  
 Proposal Number 87633rev2  
 210 East Gobbi Street, Ukiah, California 94582

Client Authorization and Billing Information:

I hereby accept the proposal and authorize AEI to proceed with the scope of work as described herein. AEI reserves the right to suspend or delay work for late payment. Should any project information change, I understand that additional fees may accrue and the due date may be extended. Should the agreement be terminated by either party upon written notice through no fault of the party initiating termination, compensation shall be paid for all services performed and expenses incurred to the date of termination.

Name: Mandy Osborn

Title: Project Manager

Company: Danco Communities

Address\*: 5251 Ericson Way, STE A

City, ST Zip: Arcata, CA 95521

Email: mowensby@danco-group.com

Phone: 360-627-1359

Fax: \_\_\_\_\_

Signature: *Mandy Osborn*

Date: 10/14/2022

\* Please note that AEI cannot accept a P.O. Box for a report delivery address.

Site Contact Information:

Name: same as above

Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Company: \_\_\_\_\_

Relation to Project: \_\_\_\_\_

Billing Options (please select method of payment):

- Credit Card: AEI accepts Visa and MasterCard. Payment must be received prior to the release of the report.
- Check: Check must be received prior to issuance of the report(s).
- Corporate Account: For established corporate accounts only.
- Purchase Order: For government accounts only.

Client Initials: \_\_\_\_\_ Date: \_\_\_\_\_



Additional Information Datasheet

Loan Specific Information:	
Client Reference #: _____	Project Name: _____
Report Format: _____	Purpose of Assessment: _____
Loan Term: _____	Reserve Term: _____
The below section of this table is for SBA Loans Only	
<input type="checkbox"/> 7a loan OR <input type="checkbox"/> 504 loan	
CDC Name: _____	Borrower Name: _____
CDC Address: _____	CDC Point of Contact: _____
CDC City, ST, Zip: _____	Contact Phone Number: _____
<input type="checkbox"/> Check here if Entity should also be included on the report cover	

Report Delivery (if same as billing, please leave blank):	
Contact Name: _____	Address: _____
Title: _____	City, State, Zip: _____
Company Name: _____	Phone Number: _____
Email Address: _____	

Services Offered by AEI include:



**Building Consulting**

- Building Assessment Services
- Property Condition Assessments
- Capital Planning & Facility Condition Assessments
- Seismic Risk Assessments
- Construction Risk Management Services
- Energy Efficiency Audits



**Environmental Consulting**

- Environmental Services
- Phase I & Phase II Reports
- Soil & Groundwater Investigations & Remediation
- Asbestos, Lead Mold & Moisture, and Radon Surveys
- Environmental Health & Safety (EHS)
- Compliance Services



**Land Consulting**

- ALTA Surveys
- Zoning Analysis Reports
- Natural & Cultural Resource Management
- Construction Site Services



**Sustainability Consulting**

- Environmental, Social & Governance (ESG) Services
- Climate Risk Assessments