



P. O. Box 1064
Warrenton, VA 20188

wcslc@comcast.net

Ph. (540) 222-2888
Fax (360) 283-1115

SEPTEMBER 24, 2021

**CLEAN GREEN – DATA CENTERS LLC
39207 JOHN MOSBY HIGHWAY - P.O. BOX 58
ALDIE, VA 20105**

**ATTN: MS. ALAX VON HELL
MANAGING MEMBER**

**Re: PROPOSAL FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
GOOSE CREEK SUBSTATION
GPIN #'S 153376062, 153374519 AND 153370418
LOUDOUN COUNTY, VIRGINIA**

Dear Ms. von Hell:

Walker Consulting Services, LLC (WCS) is pleased to submit this proposal for performing a Phase I ESA for the above referenced property. This proposal is based on preliminary knowledge of the property provided by the owner's representative. The project site is located in Loudoun County, Virginia. The Phase I ESA will be completed in accordance with **ASTM Standard E 1527-013**, Standard Practice for Environmental Site Assessments.

SCOPE OF SERVICES

The Phase I ESA will be conducted to search for evidence of recognized environmental conditions on or around the property. The investigation will be performed in general accordance with the ASTM guidelines. The scope of services of the Phase I ESA will include:

- A review of information provided by the client regarding the property which may include legal descriptions, chain of title, site plans, plats, previous environmental site assessments, and other available historical documents and information.
- A review of site background and history to identify past uses of the site. Site history will be investigated based on a review of standard historical sources and interviews with persons familiar with the site. Typical records reviewed would include title searches of land record, and available aerial photographs. Actual records reviewed and interviews conducted will depend upon availability and within the cost and/or time constraints of this study.
- Interviews with past and present owners, tenants, and local government officials as appropriate to identify information which may indicate any recognized environmental conditions associated with the subject property.



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- Regulatory review of environmental database records and contact with regulatory agencies as appropriate to identify documented environmental conditions at or in the vicinity of the site. The minimum search distances will be in accordance with the applicable ASTM Standard.
- A current USGS 7.5 minute topographic map (or equivalent) and additional readily available geologic, hydrologic and hydrogeologic information will be reviewed in evaluating the physical setting of the property.
- Site reconnaissance to look for evidence of recognized environmental conditions at or near the site. The site reconnaissance will include observing existing conditions on the property and observing adjoining properties from the subject property. The site reconnaissance will be limited to those areas that are readily accessible for visual observations. Existing buildings and/or structures will be entered for reconnaissance purposes only as part of the Phase I ESA and will include readily accessible areas. The final report will note if any areas of the property had limited access or visibility. The site reconnaissance will generally include observations concerning the following:
 - Site setting including topography, geology, hydrogeology and hydrology
 - Site improvements including structures, roads, and utilities
 - Hazardous substances including petroleum products and PCB containing equipment
 - Storage tanks, vents, fill pipes, drums, containers, drains, sumps, pits, ponds, lagoons
 - Well and septic systems, waste water, solid waste and waste disposal
 - Stains, stressed vegetation, strong or noxious odors

REPORT

A report presenting the findings of the Phase I ESA will be prepared and two (2) copies of the report will be provided. The report will include research findings, observations, photographs of the site, and conclusions regarding any recognized environmental conditions as defined by the applicable ASTM Standard.

The report will not include any discussion of Non-scope ASTM items such as Asbestos Containing Materials, Radon, Lead in Drinking Water, Wetlands, and Mold. The scope of work does not include any detailed studies or investigation related to Non-scope ASTM items.



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SCHEDULE

It is anticipated that the report can be delivered in approximately one week after authorization to proceed is received. The completion may be affected by access to the property, availability of information and records, or other unforeseen factors. It is the responsibility of the client to provide available information regarding the property and to arrange for access to the property upon authorization to proceed.

FEE

Our fee to prepare the Phase I ESA for the above referenced property is \$ 1900.00.

Our fee proposal is limited to the services stated above. Our fee does not include any laboratory analysis, chain of title preparation, survey plat or plan preparation, or any other services not specifically stated herein.

Additional work beyond the scope of services indicated may be required and will be invoiced based on time and materials. The estimated cost of any additional services will be provided to the client if required and will not be performed without prior authorization.

CONDITIONS

Actual expenditures by WCS in performing work for the project will be billed at the actual cost plus fifteen percent (15%). Reimbursable expenses may include, but are not limited to, costs of items such as delivery or messenger service, blueprint or reproduction costs, permit fees, application fees, or equipment rental costs if not provided by the Owner. It is understood that this agreement is limited to the services as outlined in this agreement. Payment will be due and payable at such time as an invoice is submitted to the Owner for payment of services.

The Owner agrees that WCS's maximum obligation and/or liability for any alleged breach of this agreement shall be limited to the amount of WCS's professional liability insurance (\$1,000,000). To the fullest extent permitted by law, the Owner shall indemnify and hold WCS harmless from and against any and all third party claims, demands, losses, costs, liabilities and damages including, without limitation, reasonable attorney's fees and expenses incurred by WCS arising out of or related to the services performed by WCS within the scope of this agreement. WCS shall not be responsible for any loss, damage, or liability arising from acts by the Owner, its agents, staff, and other consultants employed by the Owner.



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WCS makes no warranties, expressed or implied, under this Agreement or otherwise in connection with these services; however, WCS will utilize a reasonable industry standard of care for services furnished under this Agreement.

This agreement is valid from the date of this proposal for the period of six (6) months at which time WCS has the right and the option to renegotiate fees and scope of work. Either party may terminate this agreement by written notice at least seven (7) days prior to the date of termination. If this agreement is terminated, the Owner agrees to pay WCS for services performed and reimbursable expenses related to this Contract incurred prior to the termination date.

This proposal becomes null and void if not executed by both parties within sixty (60) days. This agreement represents the entire agreement between the Owner and WCS and may be amended only in writing acknowledged by both parties.

If this proposal is acceptable to you, please sign the attached signature sheet as notice to proceed and return one (1) copy of this proposal to our office.

Please do not hesitate to call if you have any questions or we can be of any further assistance. Thank you for your consideration and we look forward to working with you.

Respectfully Submitted,

George E. Walker, Jr.

George E. Walker Jr.
CPG, CPSS, AOSE



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PROPOSAL ACCEPTANCE SHEET

Walker Consulting Services, LLC (WCS) is pleased to provide the services listed in this proposal. This proposal is subject to WCS's standard conditions as outlined in this proposal. The purpose of this acceptance is to obtain your authorization for the scope of work and confirm the terms and conditions under which our agreement will be predicated. If you wish to make changes to the terms and conditions of the scope of work stated in the proposal, please note these changes on the space provided below.

Project Name & Location: PROPOSAL FOR PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)
LOUDOUN WATER ASSEMBLAGE PROPERTY
GPIN #'s 153369846, 153374519 AND 153370418
LOUDOUN COUNTY, VIRGINIA

Proposed Fees: \$1900.00

PAYMENT TERMS: Client agrees to pay our invoices upon receipt. If payment is not received within 30 days from the invoice date, the Client agrees to pay a service charges on the past due balance at the rate of one (1) percent per month plus applicable collection fees.

Accepted This 27th Day of September, 2021

Work Authorized By: (Client Name) CGDG
(Client Address) 39207 John Mosby Hwy - PO Box 58
Aldie, VA 20105

I certify that I have the authority to sign this contract.

Signed by:  By: Alax von Hell Title: Managing Member
Signature Print

Changes to the Scope of Services (if any):