City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: November 6, 2017

SUBJECT: Phase II Environmental Site Assessment Proposal
627 N. Adams Street

The Phase I Environmental Site Assessment (ESA) at 627 N. Adams Street was completed by Barker Lemar Engineering Consultants in May, 2016. The entire Assessment can be made available for review. The Executive Summary is attached. The Assessment conclusion included that ". . . the ESA has provided evidence suggesting that Recognized Environmental Concerns from current and historical use/storage of hazardous substances and/or petroleum products at the site and adjacent properties exist. Additional assessment is warranted."

A Proposal for Limited Phase II Environmental Soil & Groundwater Assessment has been requested and received from Barker Lemar Engineering Consultants. The Scope of Services is detailed in the Proposal, a copy is attached, and summarized as follows:

- Drill three soil borings/monitoring wells.
- Collect and analyze soil samples from the borings.
- Collect and analyze groundwater samples from the monitoring wells.
- Properly abandon borings/monitoring wells.
- Collect and analyze floor drain sediment sample.
- Prepare a report comparing results to state and federal regulatory limits.

Compensation for performing the work included in the Scope of Services is detailed in the Proposal on a lump sum by task basis. The total lump sum is $6,083.00.

Report completion is anticipated to be three months.

This Phase II Assessment does not include addressing the asbestos containing materials found at 627 N. Adams Street or 112 E. 5th Street.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Proposal of Barker Lemar Engineering Consultants for a Limited Phase II Environmental Site Assessment at 627 N. Adams Street.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL OF BARKER LEMAR ENGINEERING CONSULTANTS FOR A LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT AT 627 N. ADAMS STREET.

WHEREAS, the City is desirous of completing a Limited Phase II Environmental Site Assessment at 627 N. Adams Street; and,

WHEREAS, a Proposal to perform the Assessment has been prepared by Barker Lemar Engineering Consultants; and,

WHEREAS, the Proposal of Barker Lemar Engineering Consultants is found to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that the Proposal of Barker Lemar Engineering Consultants for a Limited Phase II Site Assessment at 627 N. Adams Street is accepted.

Passed and approved on this 13th day of November, 2017.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By_____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

BARKER LEMAR
ENGINEERING CONSULTANTS

September 11, 2017

Eric P. Jensen
Mayor, City of Carroll
112 E. 5th Street
Carroll, IA 51401

RE: Proposal: Limited Phase II Environmental Soil & Groundwater Assessment
Commercial Savings Bank
627 N. Adams Street;
Carroll, Iowa
BARKER LEMAR Proposal No. 175092

Dear Mayor Jensen:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) appreciates the opportunity to provide environmental services described as a Limited Phase II Environmental Assessment (Phase II) to the City of Carroll for the Commercial Savings Bank (Bank) property located at 627 N. Adams Street, in Carroll, Iowa. The purpose of the proposed services is to provide soil and groundwater sampling relating to potential environmental hazards identified in the Phase I Environmental Site Assessment (ESA) completed by BARKER LEMAR in April 2016.

1.0 PROJECT UNDERSTANDING

BARKER LEMAR was contacted by Mr. Randall Krauel, Director of Public Works for the City of Carroll, to provide a proposal for Phase II Environmental Assessment activities for the Bank located at 627 N. Adams Street in Carroll, Iowa. The purpose of the Limited Phase II is to further assess potential environmental hazards identified during the Phase I ESA process via subsurface investigation of soil and groundwater. Recognized environmental concerns (RECs) were identified in the Phase I ESA regarding leaking muriatic acid containers observed in the Bank basement, and aboveground storage tanks with unknown contents observed near the Santa Maria Winery. An assessment of potential asbestos containing materials (ACMs) in the Bank and the Carroll City Hall was facilitated by BARKER LEMAR in conjunction with the April 2016 Phase I ESA, which identified ACMs within both properties. All identified ACMS will require abatement measures prior to commencement of renovation or demolition activities. The Client is planning to conduct abatement activities of the identified ACMs upon finalization of renovation/architectural plans scheduled for completion in January 2018.

The following recognized environmental issues were identified in the Phase I report:

On-Site Issues:

- The presence of muriatic acid leaking from a storage container observed in the basement of the Bank property;
- ACMs were detected in the mud fitting, 9"x9"floor tile, floor tile mastic, mastic pucks, binyl flooring, and white window caulk tested within the Bank property;
- ACMs were detected in the 12"x12" beige floor tile; black floor mastic; and white/purple sink undercoating tested in the Library property;
- The aboveground storage tanks with unknown contents located along the north and east exterior walls of the Santa Maria Winery located to the southwest of the Bank property.

2.0 SCOPE OF SERVICES

The scope includes advancing three 20-ft temporary monitoring wells to sample soil and groundwater. Analysis of collected samples will include RCRA 8 Metals by EPA Method 6010, volatile organic compounds (VOCs) by EPA Method 8260, semivolatile organic compounds (SVOCs) by EPA Method 8270, for benzene, toluene, ethylbenzene, and xylenes (BTEX) by Iowa Method OA-1, for total extractable hydrocarbons (TEH) as diesel and waste oil by Iowa Method OA-2, and for chloride by EPA Method 9056. The detailed scope includes the following:

- Project management and coordination.
- Advance three soil borings throughout the site. The borings will be advanced to below the observable impact based on field screening, to 10 feet below the apparent groundwater depth, or auger refusal, whichever occurs first. Field screening will be conducted at 1-foot intervals throughout the length of the boring.
- Collect three soil samples at the soil depth exhibiting the highest photoionization detecter (PID) reading or at the capillary fringe zone if no PIDs are observed. One sample will be submitted for laboratory analysis of RCRA 8 Metals, VOCs by EPA Method 8260, SVOCs by EPA Method 8270, BTEX by Iowa Method OA-1 analysis, and TEH as diesel and waste oil by Iowa Method OA-2. The sample collected for RCRA 8 metal analysis will be a composite sample collected from 0-2 feet below ground surface. Two samples will be submitted for laboratory analysis of BTEX by Iowa Method OA-1 analysis, TEH as diesel and waste oil by Iowa Method OA-2, and Chloride by EPA Method 9056. One sample will be submitted for laboratory analysis of Chloride by EPA Method 9056.
- Complete the borings as temporary monitoring wells.
- Three groundwater samples will be collected from the temporary monitoring wells after the wells have been purged three well volumes or until the wells are bailed dry or groundwater has recharged, and submitted for laboratory analysis. One sample will be submitted for laboratory analysis of RCRA 8 Metals, VOCs by EPA Method 8260, SVOCs by EPA Method 8270, BTEX by Iowa Method OA-1 analysis, and TEH as diesel and waste oil by Iowa Method OA-2. Two samples will be submitted for laboratory analysis of BTEX by Iowa Method OA-1 analysis, TEH as diesel and waste oil by Iowa Method OA-2, and Chloride by EPA Method 9056. One sample will be submitted for laboratory analysis of Chloride by EPA Method 9056.
- Properly abandon the temporary monitoring wells.
- Collect one sediment sample from a floor drain within the bank basement HVAC room in which muriatic acid was observed leaking from a storage container. If enough sediment can be collected from the drain, the sample will be analyzed for Chloride by EPA Method 9056.
- Prepare a report summarizing the field activities and analytical results, comparing the results to state and federal regulatory limits.

If laboratory analysis indicates the collected soil samples are contaminated, removal and disposal of said soil may be required. A landfill operator may require a toxicity characteristic leaching procedure (TCLP) analysis to be conducted on any soil to be disposed of within the landfill. TCLP analysis can be conducted on collected soil samples at the request of the client for an additional fee.

3.0 LIMITATIONS

Services not set forth in section 2.0 scope of services are excluded from this proposal. BARKER LEMAR has no responsibility to perform such excluded services and has no liability associated with the non-performance of such services.

4.0 SCHEDULE

BARKER LEMAR will begin these services subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed notice to proceed. Barring circumstances beyond BARKER LEMAR control, BARKER LEMAR anticipates completing the scope of services within three (3) months of receiving authorization from Client.

5.0 COMPENSATION

BARKER LEMAR agrees to perform the above scope of services on a lump sum by task basis. Total compensation for scope of services proposed: $6,083. Compensation detail per task is shown in table below. Although compensation is shown by task, the compensation for individual tasks are not independent of each other, and elimination of any task or part of a task shall justify a review and potential adjustment of the compensation for the remaining scope of services. BARKER LEMAR invoices will be submitted monthly and will reflect the percentage complete of each task as of the date of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal. Payment terms are as described the attached terms and conditions. Should conditions be encountered that require a significant change in the scope of services, compensation, or schedule, BARKER LEMAR will contact Client and proceed only with Client authorization, followed by a signed change order.

6.0 HEALTH AND SAFETY

This proposal assumes that Level D safety precautions are adequate. Level D safety attire generally consists of a normal work uniform including safety shoes, hard hat where required, and appropriate eye protection. The costs will be adjusted accordingly if site specific conditions require more stringent health and safety procedures.

7.0 CONDITIONS

Items to be provided by the Client include the right-of-entry to conduct inspections, sampling operations, or other on-site activities requested by the Client. The Client is responsible for making BARKER LEMAR aware of any restrictions or special requirements regarding the site and its required activities prior to the commencement of the fieldwork. We have enclosed our Terms and Conditions that should be considered part of this proposal.

Items to be provided by Client include access to information pertinent to the reviews and reports discussed herein. The tasks in this Proposal are based on the assumption that the majority of this information is currently available.

CONFIRMATION OF NOTICE TO PROCEED

Proposal No. 175092

The above proposal and attached Terms and Conditions are understood and accepted.

BARKER LEMAR agrees to perform and complete the following services for the Client at its facilities located at 627 N. Adams Street in Carroll, Iowa.

The scope of services is described as limited phase II soil and groundwater sampling and reporting, and will include other technical and/or administrative services as outlined in this proposal.

BARKER LEMAR agrees to perform the above scope of services for a total compensation estimated to be $6,083, as shown on the table below. Client will be invoiced for the percent of project completed at the time of the invoice. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal.

If this proposal meets with your approval, sign two originals of this confirmation of notice to proceed, retain one original for Client files, and return one original or copy via email, fax to 515-256-0572, or U.S. mail to BARKER LEMAR Engineering Consultants, 1801 Industrial Circle, West Des Moines, IA 50265.

If you have questions regarding any of the information above please contact us at 515.256.8814.

BARKER LEMAR ENGINEERING CONSULTANTS

Carly RW Kalina
Senior Ecological Specialist
9/11/2017
ckalina@barkerlemar.com

for Leah Calvert
Professional Geologist/CGP
9/11/2017
lcalvert@barkerlemar.com

CITY OF CARROLL

Mayor Eric Jensen

City of Carroll Mayor

Date:

Email:

Copies: File
Addressee

TABLE 1
COMPENSATION DETAIL
LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT
COMMERCIAL SAVINGS BANK, CITY OF CARROLL
PROPOSAL NO. 174092

SCOPE ITEM	UNITS		RATE		TOTAL COMPENSATION
MOBILIZATION					
Drill Rig Mobilization	1	$	810/mob	$	810
DRILLING ACTIVIES					
Three 20' boring/temp wells	3	$	750/well	$	2,250
Decontamination & Sampling fee	3	$	195/boring	$	585
SAMPLING AND ANALYSIS					
WATER (VOC - 8260)	1	$	83/sample	$	83
SOIL (VOC - 8260)	1	$	83/sample	$	83
WATER (SVOC - 8270)	1	$	216/sample	$	216
SOIL (SVOC - 8270)	1	$	216/sample	$	216
WATER (METALS - RCRA 8 - 6010)	1	$	105/sample	$	105
SOIL (METALS -RCRA 8 - 6010)	1	$	85/sample	$	85
WATER (BTEX - OA-1)	2	$	50/sample	$	100
SOIL (BTEX - OA-1)	2	$	50/sample	$	100
WATER (TEH - OA-2)	2	$	50/sample	$	100
SOIL (TEH - OA-2)	2	$	50/sample	$	100
WATER (CHLORIDE)	2	$	50/sample	$	100
SOIL (CHLORIDE)	3	$	50/sample	$	150
TCLP Analysis*	If requested	$	- /sample	$	
REPORTING					
Project Management and Reporting	Lump Sum	$	1,000 lump sum	$	1,000
TOTAL POTENTIAL COMPENSATION:				**$**	**6,083.00**

Notes: Additional work, if needed, will be performed at above rates.
Assumes 10 working day turn around time for lab results.
48 hour rush will be 75% surcharge for lab fees.
* If TCLP analysis is requested, additional cost can be provided.

BARKER LEMAR

ENGINEERING CONSULTANTS

TERMS AND CONDITIONS

PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of 1 ½% per month. If 1 ½% per month exceeds the maximum allowed by law; the charge shall automatically be reduced to the maximum legally allowable. In the event the Client requests termination of the services prior to completion, a termination charge in an amount not to exceed 30% of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Barker, Lemar & Associates, Inc., be made. If during the execution of the services, Barker, Lemar & Associates, Inc., is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable. Client is responsible for all cost of the collection of unpaid accounts, including reasonable attorney fees.

INSURANCE

Barker, Lemar & Associates, Inc. maintains Workers' Compensation and Employers Liability Insurance in conformance with applicable state law. In addition, we maintain Commercial General Liability Insurance with combined Single Bodily Injury and property damage limits of $1,000,000 and Automobile Liability Insurance with combined Single Bodily Injury and property damage limits of $1,000,000. A certificate of insurance can be supplied evidencing such coverage, which contains a clause providing that 10 days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Barker, Lemar & Associates, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Barker, Lemar & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the applicable insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Client agrees that Barker, Lemar & Associates, Inc.'s liability for any damage on account of any error, omission, or other professional negligence by Barker, Lemar & Associates, Inc. will be limited to a sum not to exceed $50,000 or the amount presently due Barker, Lemar & Associates, Inc. for services rendered hereunder, whichever is greater.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Barker, Lemar & Associates, Inc., their respective officers, directors, partners, employees, contractor or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. The mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Barker, Lemar & Associates, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project. Barker, Lemar & Associates, Inc. is not liable for consequential damages.

Barker, Lemar & Associates, Inc. shall not be responsible for any acts or omissions of the Contractor, any sub contractor, any entity performing any portions of the Work or any agents or employees of any of them. Barker, Lemar & Associates, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

POLLUTION CLAIMS

Client hereby understands and agrees that Barker, Lemar & Associates, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Barker, Lemar & Associates, Inc. has been retained to provide professional engineering services. Barker, Lemar & Associates, Inc.'s total liability to Client resulting from any release or threatened release of any hazardous waste, substance, pollutant or contaminant, whether or not directly or indirectly generated by Barker, Lemar & Associates, Inc.'s performance of the work hereunder (including any injury to persons or property or death resulting there from), shall not exceed the amount due Barker, Lemar and Associates, Inc. for services rendered hereunder. This limitation applies to all liabilities, including indemnification liabilities, whether based on contract, tort (including negligence), and strict liability or otherwise. This limitation of liability does not in any way limit or affect Client's obligations to indemnify and hold Barker, Lemar & Associates, Inc., its owners, officers, directors, and employees harmless. This limitation of liability shall not apply to the extent it is held that the loss or damage arose from Barker, Lemar & Associates, Inc.'s gross negligence or intentional misconduct. In addition, Client agrees to limit Barker, Lemar & Associates, Inc.'s liability to the same extent that Client's liability is limited pursuant to its contract with its client (if one exists).

DOCUMENTS

Barker, Lemar & Associates, Inc.'s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. Barker, Lemar & Associates, Inc. makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Barker, Lemar & Associates, Inc. under this Agreement. In no event shall Barker, Lemar & Associates, Inc., its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

STANDARD OF CARE

In providing services under this Agreement, Barker, Lemar & Associates, Inc. shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same or similar locality. Barker, Lemar & Associates, Inc. makes no warranty, express or implied, as to its professional services rendered under this Agreement.

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry on the property for Barker, Lemar & Associates Inc. to make the planned borings, surveys, tests, and/or explorations. Barker, Lemar & Associates Inc. will take reasonable precautions to limit damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage that may result. If Client desires Barker, Lemar & Associates Inc. to restore the property to its former condition, we will accomplish this, to the extent reasonably possible, and add the cost to the proposed fee.

SITE VISITS

Barker, Lemar & Associates, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Barker, Lemar & Associates, Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Barker, Lemar & Associates, Inc.'s work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Barker, Lemar & Associates, Inc. shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by Barker, Lemar & Associates, Inc. as Additional Services in accordance with the terms of this Agreement.

Barker, Lemar & Associates, Inc. shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SAMPLING OR TESTING OF LOCATION

The fees do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests, unless otherwise specifically agreed to by the parties. Field test or boring locations described in Barker, Lemar & Associates, Inc.'s report contemplated by these Terms and Conditions or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the reports contemplated by these Terms and Conditions.

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Barker, Lemar & Associates, Inc. may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Barker, Lemar & Associates, Inc. shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

SAMPLE DISPOSAL AGREEMENT

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests unless otherwise regulatory required. Upon written request, Barker, Lemar & Associates, Inc. will retain test specimens or drilling samples for mutually acceptable storage charge and period of time.

DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects and underground utilities relative to field tests or boring locations. Barker, Lemar & Associates, Inc.'s field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instruction to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If Barker, Lemar & Associates, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or over ground obstructions, such as utilities, Barker, Lemar & Associates, Inc. will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death, and property liability resulting from unusual subsurface conditions or damages to subsurface structures, including utility lines, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and, exact locations were not revealed to Barker, Lemar, & Associates, Inc. in writing, and to reimburse Barker, Lemar & Associates, Inc. for expenses in connection with any such claims or suits, including reasonable attorney fees.

DISPOSAL

Barker, Lemar & Associates, Inc. is not, and has no authority to act as, a handler, generator, operator, treated, storer, transporter or disposer of hazardous waste, substances, pollutants or contaminates found or identified at the site. Barker, Lemar & Associates, Inc. shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind, which are directly or indirectly generated from Barker, Lemar & Associates, Inc.'s performance of the work in accordance with these Terms and Conditions. Client shall be responsible for the disposal of any such waste materials.

SAFETY

Should Barker, Lemar & Associates, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Barker, Lemar & Associates, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

CONSTRUCTION COST OPINIONS

Opinions of probable cost for the facilities considered and designed under this Agreement are prepared by Barker, Lemar & Associates, Inc. through exercise of its experience and judgment in applying presently available cost data, but it is recognized that Barker, Lemar & Associates, Inc. has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that Barker, Lemar & Associates, Inc. cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from Barker, Lemar & Associates, Inc.'s opinion of probable construction costs.

OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by Barker, Lemar & Associates, Inc., are instruments of service pursuant to these Terms and Conditions and shall be the sole property of Barker, Lemar & Associates, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned to Barker, Lemar & Associates Inc. 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 Barker, Lemar & Associates Inc., pursuant to these Terms and Conditions, be used at any location or for any project not expressly provided for in these Terms and Conditions without the written permission of Barker, Lemar & Associates, Inc. At the request and expense of Client, Barker, Lemar & Associates, Inc. will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by these Terms and Conditions.

SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties of this Agreement.

SEVERABILITY

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

WAIVER

Barker, Lemar & Associates, Inc.'s waiver of any term, condition, or breach of any term, condition, covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

GOVERNING LAW

These Terms and Conditions shall be governed in all respects by the laws of the State of Iowa. Any litigation to be filed by either party to the contract shall be filed in Polk County, Iowa District Court or Federal Court for the Southern District of Iowa.

ENTIRE AGREEMENT

This Agreement, and its attachments, contains the entire understanding between Owner and Barker, Lemar & Associates, Inc. relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.

EXECUTIVE SUMMARY

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) was contracted by the City of Carroll to complete a Phase I Environmental Site Assessment (ESA) for a parcel located at 627 North Adams Street, Carroll, Iowa, (hereinafter "the subject site"). The subject site parcel is legally described per the Carroll County Assessor's Office as: ORIGINAL TOWN BLOCK 8 LOT 1 & N 52 FT OF LOT 2.

The subject site is located in the SW ¼ of the SE ¼ of Section 24, Township 84 North, and Range 35 West in Carroll County, Iowa.

This scope of work was performed in general accordance with ASTM Standards E-1527-13 for Phase I ESAs, and in the proposal and terms and conditions authorized by the City of Carroll on March 30, 2016.

Below is a summary of BARKER LEMAR'S Phase I ESA.

- The subject site is a rectangular shaped parcel located in the southwest corner of the West 7th Street and North Adams Street intersection in Carroll, Iowa. According to the Carroll County Assessor's Office, the subject site is currently owned by Commercial Savings Bank. The subject site parcel is currently occupied by a bank.
- The immediate vicinity generally consists of commercial properties to the north, east, south, and west.
- The owner questionnaire was completed by the owner representative, Mr. Paul Milligan, President of Commercial Savings Bank, on April 12, 2016. No RECs were known or identified by Mr. Milligan. Details of the interviews are discussed in Section 3.3.
- The user questionnaire was completed by Mr. Randall Krauel, Director of Public Works for the City of Carroll on May 12, 2016. Mr. Krauel indicated no activity use limitations (AUL) exist for the site to his knowledge, and requested a lien search for the property.
- A lien search of the property was completed at the Client's request. No liens or AULs regarding the subject property were found. The completed search is included in Appendix J.
- The City of Carroll Fire Department was contacted on May 6, 2016 regarding spills or other environmental issues associated with the subject site. Mr. Greg Schreck, Fire Chief of the Carroll Fire Department, stated that he did not recall any emergency responses to the subject site regarding environmental conditions or potentially hazardous materials.
- Upon review of historical aerial photographs, the subject site appears to have been initially disturbed prior to 1938, with what appears to be a residence. The residence was converted into a clinic and later was demolished and rebuilt as a commercial property prior to 1961.
- Subject site reconnaissance was conducted by BARKER LEMAR personnel on April 12, 2016. BARKER LEMAR personnel were accompanied by the site representative, Mr. Ryan Milligan, Vice President of Commercial Savings Bank, during a portion of the inspection of the subject site.
- The presence of leaking muriatic acid containers in the basement utility room of the site constitutes a recognized environmental concern (REC).
- The presence of partially full aboveground storage tanks and seemingly empty aboveground storage tanks observed along the north and east exterior wall of the Santa Maria Winery, located to the southwest of the subject site, constitutes a REC.
- PCB labeling indicating that the transformers did not contain PCBs was observed on the transformers located to the north of the site, and no labeling or indication of potential PCBs was

observed on the southern transformers. The presence of transformers without PCB labeling constitutes a REC.

- Sanborn maps were available from 1893 to 1948. The subject site was depicted as a dwelling in the 1893 map, and was converted to a clinic beginning in the 1935 map.
- According to Cole Information Services, the subject site was listed as Commercial Savings Bank in 1971, 1977, 1982, and 1987; Charlene Moehn, Commercial Savings Bank, and Moehn Family LLC in 2003; and Commercial Savings Bank in 2008 and 2013.
- The city directory listings reviewed for the immediate site vicinity suggest that a dry cleaner, printing store, auto store, and paint store have historically operated within 1.0 mile of the subject site between 1971 and 2013. The proximity of the listings to the subject site constitute a REC.
- The regulatory records reviewed for the immediate site vicinity indicate three sites that considered REC/HRECs are within a 1-mile radius of the site. These sites include Carroll Coal Gas, Kasperbauer Cleaners, and an Unnamed Cleaner located at 101 East 6th Street. Reviews of regulatory records are discussed further in Section 7.
- An asbestos inspection of property was conducted on April 12, 2016. Analytical results of samples obtained from 15 of the 64 samples collected from various building components contained asbestos. Presence of asbestos-containing materials (ACMs) on the site is considered a REC.

Based upon this assessment, the ESA has provided evidence suggesting that Recognized Environmental Concerns from current and historical use/storage of hazardous substances and/or petroleum products at the site and adjacent properties exist. Additional assessment is warranted.