

January 12, 2018

Mr. Bob Ayers
New Hampton Community School District
710 West Main Street
New Hampton, Iowa 50659

Re: Proposal for 2017 Site Monitoring Report (SMR)

New Hampton School Property (Former IDOT Maintenance Garage)
805 East Spring Street, New Hampton, Iowa
Registration No. 198609363 LUST No. 7LTK50
Terracon Proposal No. P13187001

Dear Mr. Ayers:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to complete the 2017 Site Monitoring Report (SMR) at the above referenced site. The following sections will present Terracon's approach to meeting Iowa Department of Natural Resources (IDNR) requirements and are based on recommendations presented in the 2016 SMR.

1.0 PROJECT INFORMATION

According to the letter dated December 19, 2018 from Department of Natural Resources (DNR) records, petroleum contamination exists at the above referenced leaking underground storage tank site. The last SMR received by the DNR for the site was on November 7, 2016. The 2017 SMR has not been received and is overdue.

The 2016 SMR indicated reclassification of the site as follows:

Reclassification of the currently low risk site from 2016 SMR data is not proposed at this time. However, the following changes to risk classifications have occurred due to the overexcavation that was done in 2016.

- § *All Soil Leaching Pathways are now No Risk (although some were low risk in the previous SMRs).*
- § *All Soil Vapor to Plastic Water Line Pathways are now No Risk (although some were low risk in the 2015 SMR).*
- § *The Groundwater Source Receptor for potential confined spaces and sanitary sewers remains at Low Risk for benzene.*



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The 2016 SMR also indicated that no modifications to the June 4, 2003 groundwater monitoring plan from DNR that included groundwater sampling four (4) wells (2MWR, 23MW, 19MW, and 6BHR) and soil gas sampling at the benzene soil source (MW1) were noted in the 2016 SMR.

2.0 SCOPE OF SERVICES

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*® safety culture, Terracon will update the safety plan for use by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

The scope of services in this proposal is based upon the recommendations presented in the 2016 SMR. The following presents proposed activities for the 2017 SMR:

2.1 Base Services

- § A site specific Health and Safety Plan will be generated prior to starting field work and will be used by Terracon personnel while on site.
- § Obtain groundwater level measurements at 2MWR, 23MW, 19MW, and 6BHR.
- § Collect groundwater samples from 2MWR, 23MW, 19MW, and 6BHR according to IDNR guidance for analysis of BTEX by Iowa Method OA-1. As part of the QA/QC protocols, we will obtain duplicate samples equivalent to ten percent of the total samples per sampling event and trip/field blanks as necessary. Analysis of MTBE and OA-2 and soil gas sampling does not appear necessary based on the 2015 and 2016 SMR sample data; however, the conclusions and recommendations presented in the 2016 SMR have not been reviewed or approved by the IDNR at this time.
- § Prepare a SMR for submittal to the client, the IDNR, and copy to PMMIC for reimbursement review.

2.2 Additional Services Beyond Base Services

Fees for additional services not included in this proposal are listed in Table 1. Please note that the table is not all-inclusive. Some services will require additional units based on site specific

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circumstances. Should additional services be required beyond those outlined in the Table 1, a supplemental scope and fee will be developed for client approval. A copy of this proposal has been submitted to PMMIC for reimbursement budget review.

2.3 Schedule

Services will be initiated upon receipt of the written notice to proceed.

In order to comply with the proposed schedule, the following items are **required** to be provided by the client at the time of notification to proceed in order to meet the client's required project completion date. Please include the following requested items along with the notification to proceed:

- n Right of entry to conduct the field services.
- n Notification of any restrictions or special requirements (such as safety) regarding accessing the site
- n Locations of any buried tanks or other subsurface structures known to exist in the area.
- n A signed Agreement for Services (Agreement) evidencing acceptance of this scope of services.

2.4 Scope and Report Limitations

An on-site source of water shall be provided, if possible, for cleaning purposes. Purged groundwater will be thin spread on site.

The findings and conclusions presented in the final report will be based on the site's current utilization and the information collected as discussed in this proposal. Please note that we do not warrant database or third party information or regulatory agency information used in the compilation of reports.

This evaluation will make use of Iowa-specific risk-based corrective action (RBCA) protocols to evaluate the nature of adverse environmental impact associated with the identified chemical release under 1996 changes to Iowa Administrative Code 455B, Chapter 135. The evaluation does not constitute a complete risk assessment consistent with the definitions and protocols of CERCLA. The client should recognize that no guarantee can be made that the RBCA evaluation will result in either a no action or reduced remedial recommendation.

The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

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3.0 COMPENSATION

Fees for services specific to this site are **\$1,741.78** and are detailed in the attached Table 1. Interim invoices will be submitted regularly and are due upon receipt. Invoices will reflect the units performed in accordance with the above discussion and expressed in Table 1.

The fee is valid for 180 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be required by Terracon personnel to conduct the drilling, sampling, and information gathering. If these assumptions are not valid, there will be additional charges.

4.0 AUTHORIZATION

This proposal may be accepted by executing both originals of the attached Agreement and returning one copy to Terracon. Services will be initiated upon receipt of the signed Agreement.

The terms, conditions and limitations stated in the Agreement, and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project. This proposal is valid only if authorized within ninety days from the proposal date.

We appreciate the opportunity to continue our working relationship. If you have any questions or comments regarding this proposal or require additional services, please contact Dave Cleary at (319) 277-4016 or via email at dccleary@terracon.com.

Sincerely,
Terracon Consultants, Inc.

Dave C. Cleary, REM
Environmental Department Manager



Dennis R. Sensenbrenner, CGP
Senior Associate

Attachments: Table 1
Agreement for Services

Copies to: Addressee (2)
PMMIC (emailed)

Table 1: Services and Fees
Terracon Proposal Number: P13187001
Site Name: Former IDOT Maintenance Garage
Address: 805 East Spring Street
City, State: New Hampton, Iowa
LUST Number: 7LTK50
Registration Number: 198609363
Date: 1/12/2017



Task	Cost per Unit	Unit Type	No. of Units	Total
Engineering Services				
Site Monitoring Report	\$ 750	lump sum	1	\$ 750
Subtotal				\$ 750
Field Services				
Mobilization (1 hour pretask/unload, 2 hours travel and 106 miles)	\$291.78	/mobilization	1	\$ 291.78
Field personnel / equipment per sample	\$ 80	/sample	4	\$ 320
Subtotal				\$ 611.78
Sample preparation and laboratory analysis:				
Groundwater: OA-1 (BTEX) and 10% duplicate	\$ 50	/sample	5	\$ 250
Groundwater: QA/QC (trip blank)	\$ 130	/sample	1	\$ 130
Subtotal				\$ 380
Total				\$1,741.78

AGREEMENT FOR SERVICES

This AGREEMENT is between New Hampton Community School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the New Hampton School Property (Former IDOT Maintenance Garage) project ("Project"), as described in the Project Information section of Consultant's Proposal dated 01/12/2018 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 1/12/2018
Name/Title: Dave C. Cleary, REM / Environmental
Department Manager
Address: 3105 Capital Way Ste 5
Cedar Falls, IA 50613-7030
Phone: (319) 277-4016 Fax: (319) 277-4320
Email: Dave.Cleary@terracon.com

Client: New Hampton Community School District
By: _____ Date: _____
Name/Title: Bob Ayers / Purchasing Agent and Board
Secretary
Address: 710 West Main St
New Hampton, IA 50659
Phone: (641) 394-2134 Fax: _____
Email: b_ayers@new-hampton.k12.ia.us