



July 27, 2020

City of Bloomfield, Iowa
111 West Franklin Street
Bloomfield, Iowa 52537

Attn: Ms. Tammy Roberts, Community Development Director
P: (641) 664-9653
E: tammy.roberts@cityofbloomfield.org



RE: Proposal for Environmental Consulting Services
112 and 113 South Madison Street
Bloomfield, Iowa 52537
Terracon Proposal No. P06207082

Dear Ms. Roberts:

It was a pleasure to speak with you on the phone on July 22, 2020. We appreciate the opportunity to submit this proposal to the City of Bloomfield, Iowa (the City) to complete an asbestos survey of the buildings located at 112 and 113 South Madison Street in Bloomfield, Iowa. Terracon Consultants, Inc. (Terracon) understands the City has recently acquired the properties and wishes to rehabilitate the structures for future occupancy. At this time Terracon understands the City is considering utilizing TIF funds to finance the project.

The Terracon Cedar Rapids, Iowa office has extensive project experience with similar survey activities. We are currently ranked by Engineering News Record as #1 in asbestos design. Our diverse project experiences coupled with our knowledge and understanding of applicable regulations will ensure that this unique project gets started on the right track.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services to dan.green@terracon.com. Please indicate if you would like to proceed with the optional scope of services presented herein.

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112 and 113 South Madison Street ■ Bloomfield, IA

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We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have questions or comments regarding this proposal or require additional services, please give us a call at 319-366-8321.

Sincerely,

Terracon Consultants, Inc.

Daniel M. Green, CGP
Project Geologist

Cindy A. Baldwin, CIH, FAIHA
Senior Industrial Hygienist

Attachments: Detailed Scope of Services
2020 Schedule of Fees – Environmental
Roof Release
Agreement for Services

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DETAILED SCOPE OF SERVICES

1.0 BACKGROUND INFORMATION

Terracon understands the City has contracted with Tometich Engineering, Inc. (Tometich) of Urbandale, Iowa to evaluate the general condition of the buildings. Ms. Tammy Roberts provided an Engineering Analysis (the Engineering Report) prepared by Tometich dated July 6, 2020. The Engineering Report concluded that the buildings are in a state of disrepair and pose a risk of collapse with structural issues noted throughout the buildings. The Engineering Report also noted the presence of suspect asbestos-containing materials (ACMs) that should be tested and abated as necessary. We understand that the City is intending to remedy the structural issues noted in the Engineering Report and rehabilitate the buildings for future occupancy. The purpose of these services is to assist the City with identification of ACMs in support of future renovation activities. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Based on review of information on the Davis County Assessors website¹ and the Engineering Report, we understand the buildings are located at 112 and 113 South Madison Street in Bloomfield, Iowa. The buildings share a common wall.

Address	Parcel No.	Site Information
112 South Madison Street	01001270	The two-story structure was constructed circa 1889. The building is approximately 4,576 square-feet (SF) with an unfinished basement. The ground floor appears to have historically been utilized for retail, with the upper floor as apartments. The building is currently vacant. Interior walls show indications of structural instability. Floors are in poor condition, but generally appear safe to walk on. The roof appears to be intact and recently replaced.
113 South Madison Street	01001440	The two-story structure was constructed circa 1881. The building is approximately 5,436 SF with an unfinished basement. The ground floor appears to have historically been utilized for retail, with the upper floor as apartments. The building is currently vacant. Interior walls show indications of structural instability. Floors are in poor condition, but generally appear safe to walk on. The roof appears to be intact and recently replaced.

¹ Posted at: <https://beacon.schneidercorp.com/?site=DavisCountyIA>, accessed July 24, 2020.

Commitment to Safety

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 develop a safety plan for use by personnel during the field services. Prior to commencement of on-site activities, Terracon will review health and safety needs for each particular activity proposed. At this time, we anticipate performing fieldwork in personal protective equipment consisting of hard hats, safety glasses, protective gloves, high visibility clothing, and steel-toed boots. Respiratory protection will be utilized as warranted during the sampling services.

2.0 BASE SCOPE OF SERVICES

2.1 Asbestos Survey

Terracon will conduct an asbestos survey of the buildings as a base service. The asbestos survey will be completed by State of Iowa licensed asbestos inspectors so that the City can satisfy the requirements of 40 Code of Federal Regulations (CFR) National Emission Standard for Hazardous Air Pollutants (NESHAP), Subpart M 61.145. Terracon will conduct a visual assessment of the buildings to identify suspect ACMs such as thermal system insulation (TSI), surfacing materials, floor tile, mastics, and other building materials that commonly contain asbestos. Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis in accordance with the sampling protocols established in United States Environmental Protection Agency (EPA) regulations under 40 CFR Part 763-Asbestos, Subpart E-Asbestos-Containing Materials in Schools (known as the Asbestos Hazard Emergency Response Act [AHERA]).

Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection and material investigation. At this time, we anticipate minor damage to flooring (various styles throughout the project areas), wallboard, plaster, ceiling tiles, wall paneling, tin ceiling panels, etc. will be required. Terracon will not be responsible for repair or touch-up of sample locations or penetrations made. If particular materials are to remain intact, a description of each item shall be provided to Terracon prior to the start of the project.

The exterior survey will include an assessment of the roofs and we have assumed access will be via an extension ladder.

We have not included costs for utilization of a lift and have assumed all other materials (caulking, window glazing, etc. can be accessed from an interior window or via a 22-foot extension ladder; additional fees will be incurred if a lift is required. The City must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling the roofing materials. Terracon will apply temporary patching to roof sample locations, but it is

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recommended that a roofing contractor be retained to repair areas damaged during the roof sampling. We have attached a roofing release, which needs to be executed prior to sampling roofing materials. Please note that if the roofs are inaccessible due to weather conditions at the time of the sampling event, Terracon will need to sample the roofing materials at a later date and additional fees will be incurred.

Based on Terracon's experience with similar buildings and a review of the Engineering Report prepared by Tometich, Terracon anticipates sampling the following suspect ACMs:

- TSI (pipe wrap and mudded joints)
- Vinyl floor tile (VFT) and associated mastic
- Cement board
- Basecove glue
- Carpet adhesive
- Sheet flooring
- Floor leveler
- Drywall systems – gypsum board, joint compound, tape, texture
- Plaster wall/ceiling systems – base coat, scratch coat, finish coat, texturing
- Acoustical ceiling tile– several types, sizes and styles
- Wood panel adhesive
- Concrete masonry unit (CMU) block fill materials – vermiculite
- Mortars/thinsets/grouts
- Various mastics, sealants
- Sink undercoating
- Window glazings
- Electrical equipment (fuse blocks and wire jacketing)
- Roofing materials (sealants, flashing, asphaltic coverings)

Additional materials may be uncovered and identified during the investigation and will be sampled appropriately. Building materials identified as plastic, glass, fiberglass, wood, metal, or rubber are not considered suspect ACM and will not be sampled. Since the buildings were constructed at different times, Terracon will treat each of the buildings separately.

Based on our review of available information, we estimate that up to 180 samples may be obtained from the structure. Please note the number of samples to be collected will depend on the number of homogeneous materials identified. Due to the number of renovations, the different additions, and variability of materials utilized in the buildings, estimating a total number of samples is extremely difficult at this time. Based on our past experiences in similar buildings that have had numerous build-outs and tenants, we have utilized this number as a placeholder.

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Additional sample collection may be warranted following the non-destructive investigation activities. Additionally, the laboratory will separate any layers they identify within a sample and this may increase the sample count. EPA regulations require that a minimum number of samples from each homogeneous area be obtained in order to characterize a material as non-ACM. Terracon will collect a minimum of two samples from each homogeneous area, except from less than (<) 3 linear feet or 3 square feet of patched thermal insulation where one sample will be collected. Terracon will follow the EPA guidance for sampling surfacing materials; it is anticipated that Terracon will collect 7 or more samples from friable surfacing materials (i.e., spray-applied fireproofing, popcorn ceiling texture, etc.) if present.

The samples collected will be analyzed for asbestos content by polarized light microscopy (PLM), using EPA's *Method for the Determination of Asbestos in Bulk Building Materials* (600/R-93/116) by a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). The percent of asbestos, if present, will be determined by visual estimation. The samples will be submitted on a standard, 5-business day turnaround time.

Asbestos concentrations less than (<) 1% but greater than (>) 0% are considered non-asbestos containing according to the National Emission Standards for Hazardous Air Pollutants (NESHAP). Analytical results >1% but <10% are considered asbestos-containing unless additional analysis is performed that proves asbestos content is <1%. In our experience, PLM results between 1% and 3% may be reduced to <1% through point counting. Point counting is an analytical technique used in conjunction with PLM to quantify asbestos concentrations with better accuracy and precision. Therefore, in an effort to reduce the quantity of ACMs, Terracon recommends conducting a 400-point count procedure for materials with results less than or equal to (\leq) 3% asbestos by normal PLM. Terracon has not included costs for point counting.

CMU block walls and attic spaces often contain vermiculite fill insulation, which can contain asbestos. We recommend analyzing vermiculite fill insulation by transmission electron microscopy by EPA 600/R-93/116, with milling prep. This analysis has not been included in this proposal and prior approval will be obtained if vermiculite materials are discovered.

Please note that our services do not include sampling of sub-surface (buried) materials such as steam piping TSI or asbestos cement piping, at this time. Based on our experience in the area, we assume that sub-surface ACMs may be present in the alley/sidewalk, with connections likely to the onsite structures.

Terracon understands that the buildings are in a state of structural disrepair, however, floors and the roof are reportedly safe for foot traffic. If the condition of the buildings proves to be unsafe to enter or Terracon feels that sampling a material may further compromise the structural integrity of the buildings. Terracon will assume these materials to be asbestos containing.

Asbestos Survey Report (the Survey Report)

Terracon will prepare a survey report that will generally include the following:

- Tables documenting the number, description, type, and location of confirmed asbestos samples, along with their quantities, and any assumed materials/inaccessible areas.
- Non-asbestos-containing sample information will be provided in the laboratory results that will be appended to the report.
- Analytical results for samples collected and submitted for laboratory analysis.
- Photographs of areas of confirmed ACMs.
- Drawings showing confirmed ACMs locations.
- The results of the LCP survey, if completed (an optional service)
- Tables with estimated quantities of mercury-containing devices, PCB-containing items, and other regulated materials, if completed (an optional service)
- The survey report will not include estimates of costs for abatement and/or removal of hazardous materials.

Terracon will submit an electronic PDF copy of the survey report to the City.

3.0 OPTIONAL SCOPE OF SERVICES

As a result of the City's planned rehabilitation of the buildings, Terracon has included the following optional services. Terracon believes these services, if authorized, will provide valuable information to the City for making decisions regarding the future of the buildings.

3.1 Lead-Containing Paint (LCP) Survey

Terracon will use an x-ray fluorescence analyzer (XRF) to screen for lead-containing coatings on painted surfaces that are readily accessible. The results are intended to assist with management of waste streams. The screening survey will target homogeneous surface coatings in the buildings to assess lead content, but for the purposes of this proposal, we do not intend to complete an exhaustive lead survey. The XRF survey will not include areas of newer drywall (or other coated surfaces) that are covered in apparent latex paint; we intend to target plaster painted surfaces and older surface coatings, with the intent of developing trends (e.g., plaster surfaces on X floor are lead containing or sprinkler piping in entire building has LCP).

Please note that XRF technology allows the detection of lead in a painted surface even several layers below the surface, without disturbing the painted surface. For inconclusive XRF readings, paint chip samples will be collected for laboratory analysis at the XRF location, where possible (some coatings are very thin, making this task nearly impossible). We have included costs for up to 10 paint chip samples (spread across the buildings) from surfaces that are already damaged

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and/or in poor condition and submit them to an independent, analytical laboratory accredited by the AIHA® Laboratory Accreditation Programs, LLC under the Environmental Lead Laboratory Accreditation Program (ELLAP) for lead analysis, using EPA SW-846 Methods 3050B *Acid Digestion of Sediments, Sludges, and Soils* and 7000B *Flame Atomic Absorption Spectrophotometry*. The samples will be submitted to the laboratory with a request for a standard turnaround time (five days). Terracon will not be responsible for repairing surfaces damaged by paint chip sampling.

Terracon cannot guarantee the buildings to be LCP-free, as the possibility exists that LCP may be hidden from sight, in inaccessible locations, locations not tested, or the testing combinations identified may not be truly homogeneous.

The findings of this task will be incorporated into the survey report, as appropriate.

3.2 Regulated Building Materials Survey

The findings of this task will be incorporated into the survey report, as appropriate.

Mercury-Containing Items

Terracon will conduct a visual assessment for potential mercury-containing items such as fluorescent light tubes, thermostats, and switches, to determine if they contain mercury. Destructive testing or laboratory analysis will not be conducted. Those items that cannot be readily accessed will be assumed to contain mercury. Terracon will quantify the number of mercury-containing items observed in the buildings.

Polychlorinated Biphenyl Oil (PCB)-Containing Items

Terracon will estimate the number of light ballasts in the buildings. Ballasts manufactured prior to 1979 will be assumed to contain PCBs unless clearly marked as containing NO PCBs. Terracon will also inventory other equipment that may contain PCB-containing oils, such as door closers, transformers, etc. Destructive testing or laboratory analysis will not be conducted.

Other Regulated/Hazardous Materials

Terracon will visually survey the buildings for other types of hazardous or regulated materials, such as, paints, solvents, aerosols, caustics, brown and white goods, chlorofluorocarbons (refrigerants), etc. so that the materials can be properly disposed or recycled.

4.0 SCHEDULE

The asbestos survey services will be initiated following receipt of an executed agreement, roofing releases, and on a date mutually agreeable between Terracon and the City. We have estimated that the field services for the asbestos and LCP/regulated materials survey will take 2 business days with two staff members. We have included costs for standard laboratory turn-around time (TAT). It is estimated that the report can be completed approximately 5 business days following receipt of the analytical results.

To comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A copy of the signed agreement.
- Executed roofing release.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- A listing of any materials that are not to be damaged as part of the survey. Depending on the extent of the list, these items may have to be further defined.
- Copies of past asbestos survey reports and/or abatement documentation for the structures.

5.0 SCOPE LIMITATIONS AND PROJECT UNDERSTANDINGS

- The fee is valid for 90 days from the date of this proposal; the fees are based on the assumptions, information gathered, and conditions provided at the time of this proposal.
- Terracon anticipates that the asbestos, LCP, and regulated materials survey will require a single mobilization to the site and require a one night stay in a hotel.
- Terracon's staff will require legal access to all areas of the buildings during normal business hours in order to conduct the survey.
- The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, and the information collected as discussed in this proposal.
- Terracon will make reasonable efforts to locate and sample regulated building materials including asbestos and lead (if authorized). However, some materials may be inaccessible or hidden and not discovered until renovation/demolition activities begin.
- Terracon understands that the buildings are in a state of structural disrepair, however, floors and the roof are reportedly safe for foot traffic. If the condition of the buildings proves to be unsafe to enter or Terracon feels that sampling a

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material may further compromise the structural integrity of the buildings. Terracon will assume these materials to be asbestos containing.

- The reports are not intended for use as a bidding document. Consultants and contractors reviewing the reports must draw their own conclusions regarding the need for further investigation, remediation, and quantities.
- This scope does not include time for conference calls or meetings regarding anticipated scope of work, aerial lift rental, or other laboratory analyses presented herein.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the report.

Any restrictions, special access requirements or known environmental conditions at the building (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

6.0 COMPENSATION

Our estimated fees are presented below:

Task	Estimated Fee	Check For Service
Base Scope of Services		
Asbestos Survey Includes the collection and analysis of up to 120 bulk material samples by PLM with standard turn-around; sampling supplies; 1 mobilization to site with various environmental staff, report preparation, and associated project management.	\$5,500 Time and materials	<input checked="" type="checkbox"/>
Optional Scope of Services²		
Lead-Containing Paint and Hazardous Materials Survey Includes XRF survey and chip samples (up to 10) for laboratory analyses of lead with standard TAT. Also includes visual inspection of possible mercury and PCB containing items, as well as any other hazardous or regulated materials.	\$1,500 Time and materials	<input type="checkbox"/>

If additional field service and/or project management time are required, or additional services are required/requested by the City, they will be billed in accordance with the attached fee schedule.

² Assumes that services are performed in conjunction with base asbestos survey

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Terracon's invoice will be submitted to the address appearing above on approximately 30-day billing cycles. If conditions are encountered that require significant changes in the Scope of Services, you will be contacted for discussion and approval of such changes before we proceed.

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**2020 SCHEDULE OF FEES – ENVIRONMENTAL
PROFESSIONAL SERVICES³**

Senior Project Reviewer	\$190 - \$225.00/hour
Senior Associate	\$160 - \$185.00/hour
Senior Project Manager II.....	\$137 - \$155.00/hour
Department Manager or Senior Industrial Hygienist (CIH)	\$135.00/hour
Senior Project Manager	\$130.00/hour
Project Professional or Project Geophysicist.....	\$120.00/hour
Drilling Supervisor or Project Geologist	\$115.00/hour
Field Geophysicist.....	\$105.00/hour
Staff Scientist	\$95.00/hour
Field Scientist	\$85.00/hour
Environmental Technician II.....	\$80.00/hour
Environmental Technician.....	\$75.00/hour
Draftsman/CAD Operator	\$70 - \$105.00/hour
Clerical	\$55 - \$72.00/hour

DIRECT CHARGES

Drill Rig Mobilization/Demobilization:	\$500.00/day
Support Vehicle:	\$90.00/day
Drilling and Sampling – Hollow Stem and Split Spoon:	\$22.00/foot
Temporary Well Materials (1" up to 20-foot – riser, screen, point, cap, and bentonite backfill):	\$150.00/well
(1" exceeding 20-foot):	Add \$5/linear foot
Private Utility Locates	Quotation upon request
55-gallon Drum (steel):	\$75.00/each
Field Sampling Supplies (PPE, hand tools, sample consumables: tubing, ice, packing, bags):.....	\$50.00/day
Per Diem (Hotel and Meals):	\$140/day
Mileage:	\$0.70/mile
Miscellaneous Charges, Including:	Cost + 15%
Laboratory analytical fees, postage and handling of documents, data processing and photographic production or reproduction techniques, rental equipment, outside labor, public transportation, materials, or other contracted services.	

EQUIPMENT RENTAL⁴

Air Sampling Pump Calibrator	\$20.00/day
Air Sampling Pump, High Volume (Per Pump).....	\$5.00/day
Air Sampling Pump, Personal (Set of 5).....	\$20.00/day
Air Sampling Pump, Spore Trap (Biopump, Quicktake).....	\$35.00/day
Infrared Camera.....	\$75.00/day
4 Gas Meter	\$75.00/day
Moisture Meter	\$30.00/day
Phase Contrast Microscope	\$50.00/day
HEPA Vacuum.....	\$50.00/day
Hand Auger Sampler	\$50.00/day
Peristaltic Pump.....	\$150.00/day
Disposable Bailers	\$25.00/each
Interface Probe (100-Foot).....	\$100.00/day
Water Level Indicator (100-Foot).....	\$100.00/day
Photoionization detector (PID)	\$125.00/day
GPS Unit (Submeter).....	\$100.00/day
XRF	\$400.00/day
Utility Terrain Vehicle (UTV), Including Trailer	\$300.00/day
Concrete Coring Machine and Generator	\$150.00/day
High Pressure, Hot Water Portable Washer	\$300.00/day

³ Increase hourly rates by 1.5 for Saturday, Sunday and Holiday work; minimum 4 hours. Field services provided after 6:00 PM and prior to 6:00 AM subject to surcharge rates. Deposition or court testimony at 1.75 times regular rate – minimum of \$200.00/hour. Note: This is a short list fee schedule; for project expenditures not listed above, Terracon reserves the right to invoice per other available fee schedules.

⁴ Does not include personnel time.

ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the City of Bloomfield, Iowa to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis are being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The City should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon recommends that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.
 I have read the above and will not allow sampling of the roofing materials.

112 and 113 South Madison Street

Building Name or Address

City of Bloomfield, Iowa

Building Owner Name / Entity

Printed Name of Authorized Person

Signature of Authorized Person

Date

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Bloomfield IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Madison Street Asbestos Inspection project ("Project"), as described in Consultant's Proposal dated 07/24/2020 ("Proposal"), including but not limited to the Project Information section, 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 Proposal, including but not limited to the Scope of Services section ("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 Proposal, including but not limited to the Compensation section, 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 \$25,000 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. Unless otherwise stated in the Proposal, 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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 7/27/2020
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Client: City of Bloomfield IA
By: _____ Date: _____
Name/Title: Tammy Roberts / Community Development Director
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Email: tammy.roberts@cityofbloomfield.org