

**Memorandum
Community and Economic Development**



To: Randall Tweet, Interim City Manager

Subject: Environmental Services

Date: February 28, 2017

Economic Development and Inspections Staff are working with EnviroNet Professional Environmental Services to further investigate the following properties for possible subsurface contaminant migration:

The Former Midway Oil Gas Station located at 2101 & 2117 11th Street, and

The Country Market Grocery Store located at 2252 24th Street.

Additionally, staff is requesting EnviroNet investigate the history of the following properties in consideration of future action (either by the City or the property owners) on these sites:

The Norcross property located 1136 2nd Street, and

Dohrn Transfer Company located at 106 4th Street.

EnviroNet has agreed to package the four projects together with a reduced rate. The total investment by the City would be Nineteen Thousand Two Hundred and Fifty Dollars (\$19,250.00) saving the City One Thousand Four Hundred Thirty Dollars (\$1,430.00).

RECOMMENDATION:

That Council approve the engagement of EnviroNet Professional Services for the scope of the above referenced projects and authorize execution of the documents by the City Manager.

Submitted by: Bret Gardella, Economic Development Manager
Chandler Poole, CED Director

Approved by: Randall Tweet, Interim City Manager



EnviroNET, Inc.
Professional Environmental Services
1225 East River Drive, Suite 130
Davenport, IA 52803
DBE / WBE Certified by DOT

Phone: 563-323-2262
www.environetmidwest.com

December 30, 2016

City of Rock Island
Community Economic Development
1528 - 3rd Avenue
Rock Island, IL 61201

**ATTN: MR. CHANDLER POOLE, COMMUNITY & ECONOMIC
DEVELOPMENT DIRECTOR
BRET GARDELLA, ECONOMIC DEVELOPMENT MANAGER**

**SUBJECT: CONTRACT FOR ENVIRONMENTAL SERVICES
LIMITED PHASE II SUBSURFACE SITE INVESTIGATION
NORTHERN BOUNDARY OF FORMER MIDWAY OIL GAS STATION
2101 & 2117 11TH STREET, ROCK ISLAND, IL**

Gentlemen:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the Subject Property at the above-referenced address. One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

PROJECT UNDERSTANDING AND HISTORICAL INFORMATION

The City of Rock Island (the **CLIENT**) desires EnviroNET to perform limited drilling and analytical evaluation of soil and groundwater along the eastern (upgradient) property boundary to determine if contamination has migrated from the adjacent auto service facility onto the former Midway Oil Gas Station site.

Underground Storage Tanks at the subject property were removed on May 5, 2016 without incident. No Leaking Underground Storage Tanks were reported. The smallest tank removed was determined to be a heating oil tank. Heating oil tanks are not regulated under the UST regulations. The heating oil tank was located on the east side of the former building foundation.

Contamination in soil was limited to benzo(a) pyrene at 0-3 feet below grade surface, upgradient of the heating oil tank. The level reported, 0.444 mg/kg, is below the Metropolitan Statistical Area (MSA remediation objective) Background of 2.1 mg/kg, and not of significant regulatory

concern. Groundwater contamination, however, was detected above Tier I Class I levels in the upgradient location. Results for benzo(a)anthracene, benzo(b)fluoranthene and lead (Pb) in the upgradient location exceeded applicable groundwater standards. These contaminants were not detected above applicable standards elsewhere on site. For that reason, the source of the groundwater contamination is evaluated at the upgradient site boundary.

The CLIENT understands that proposed boring locations may be adjusted by utility locate services or observations made in the field.

PROJECT SCOPE AND BASIC SERVICES

Proposed boring locations are based on a review of laboratory analysis of soil and groundwater samples collected before and after UST Removal operations of May 5, 2016. A full synopsis of historical documentation is available upon request. The CLIENT desires Enviro**NET** to perform the following Basic Services:

1. Mark the proposed boring locations.
2. Notify JULIE for utility location service in the public ROW.
3. Advance borings using a hydraulic push unit.
4. Utilize a photoionization detector (PID) to screen soil to determine if vapors are detected, and to confirm/ascertain the appropriate depths for analytical assessment of soils.
5. Collect a soil sample from 0-3' or from alternate depth as may be determined by field conditions.
6. Collect soil samples into laboratory-prepared containers for analysis of Polynuclear Aromatic (PNA) compounds and lead; pH and dry weight.
7. Convert boring locations into temporary groundwater monitoring points using slim 1" PVC risers, screens, bottom plugs, sieved sand, bentonite, and cap. *Temporary well nomenclature will be B-6, B-7 and B-8.*
8. Collect groundwater samples into laboratory-prepared containers using peristaltic pump or bailers. Analytical parameters will be the same as for soil samples; groundwater samples for lead will be filtered prior to preservation with nitric acid.
9. Preserve samples as appropriate and ship to an accredited laboratory under standard chain of custody methods.
10. Evaluate analytical results and prepare a Limited Phase II Report with summary narrative, map(s), tables, laboratory reports, chain of custody, and qualifications of professionals.

11. Discuss results of the investigation and consider a strategy for site clean-up and site closure with stakeholders, as directed.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall provide full information regarding its requirements for the Project including restraints and restrictions regarding access and timeline.
2. The CLIENT will identify utility locations.
3. The CLIENT shall pay all required permit, legal notice, processing and other such fees, including payments to IEPA, to be itemized by IEPA during the process of document review and closure.
4. If the CLIENT becomes aware of any fault or defect in EnviroNET's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.
5. The CLIENT shall provide access and agreements as necessary to enter upon private, public lands and structures as required for the performance of the services of EnviroNET, and pay all fees associated with local, state and federal compliance programs.

COMPENSATION AND PAYMENT

1. For the Basic Services as outlined in Tasks 1 through 9 above, EnviroNET shall be compensated \$4,080 (FOUR THOUSAND EIGHTY DOLLARS) on a Lump Sum basis, with progress reports to accompany invoices.
2. Invoices shall be submitted on a monthly basis for services performed to date. Payment for EnviroNET's services shall be made within 30 days of the date of Invoice and shall not be contingent upon receipt by the CLIENT of any reimbursement funds or correspondence from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work directed or conducted by EnviroNET.
4. Prices in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

CHANGE IN SCOPE OF WORK

If, during the course of EnviroNET's work, it becomes necessary for the CLIENT to alter the Project work in any particular way whatsoever, EnviroNET shall notify the CLIENT whether such alteration constitutes a departure from the agreed to Basic Services. The compensation shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between EnviroNET and the City of Rock Island prior to the performance of any additional work.

WARRANTS

The purpose of this Project is to address areas of environmental concern specifically listed in the Scope of Work. It is not designated either to bring the facility under compliance or to identify every violation in areas of concern. EnviroNET cannot warrant that all regulatory deficiencies at the subject property will be addressed, as this is outside the scope of work.

LIABILITY

The CLIENT agrees to limit EnviroNET 's liability to the CLIENT and to all Contractors and Sub-Contractors on the Project, due to EnviroNET 's professional negligent acts, errors or omissions, such that the total aggregate liability of EnviroNET to those named shall not exceed the contractual amount of the fee paid to EnviroNET by the CLIENT under this Proposal.

INDEMNIFICATION

EnviroNET assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, or other harmful substances. EnviroNET will utilize appropriate safety attire and follow appropriate safety procedures in limiting access to the site from passers by. EnviroNET will contract with responsible parties to treat investigation-derived wastes on site or haul such materials using permitted, licensed contractors, as appropriate. Therefore, except in claims and damages arising from negligent acts and errors of EnviroNET, the CLIENT agrees to hold harmless and indemnify EnviroNET from all claims, suits, expenses or damages arising from or alleged to arise from such existence, discharge or exposure.

SCHEDULE

EnviroNET will begin work within two weeks of authorization. EnviroNET understands that the Property will be redeveloped and occupancy cannot take place until site closure. Site closure is anticipated during the winter/ spring of 2013.

We are ready to go to work for you. Please sign your acceptance in the space provided below and return one (1) copy to us for our files. This will serve as our contract for services and authorization to proceed.

ENVIRONET, INC.

Molly E. Arp Newell

Molly E. Arp Newell, PG, CHMM
President



ENVIRONET, INC.

J. David Wildharber

J. David Wildharber, EP

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ACCEPTED:

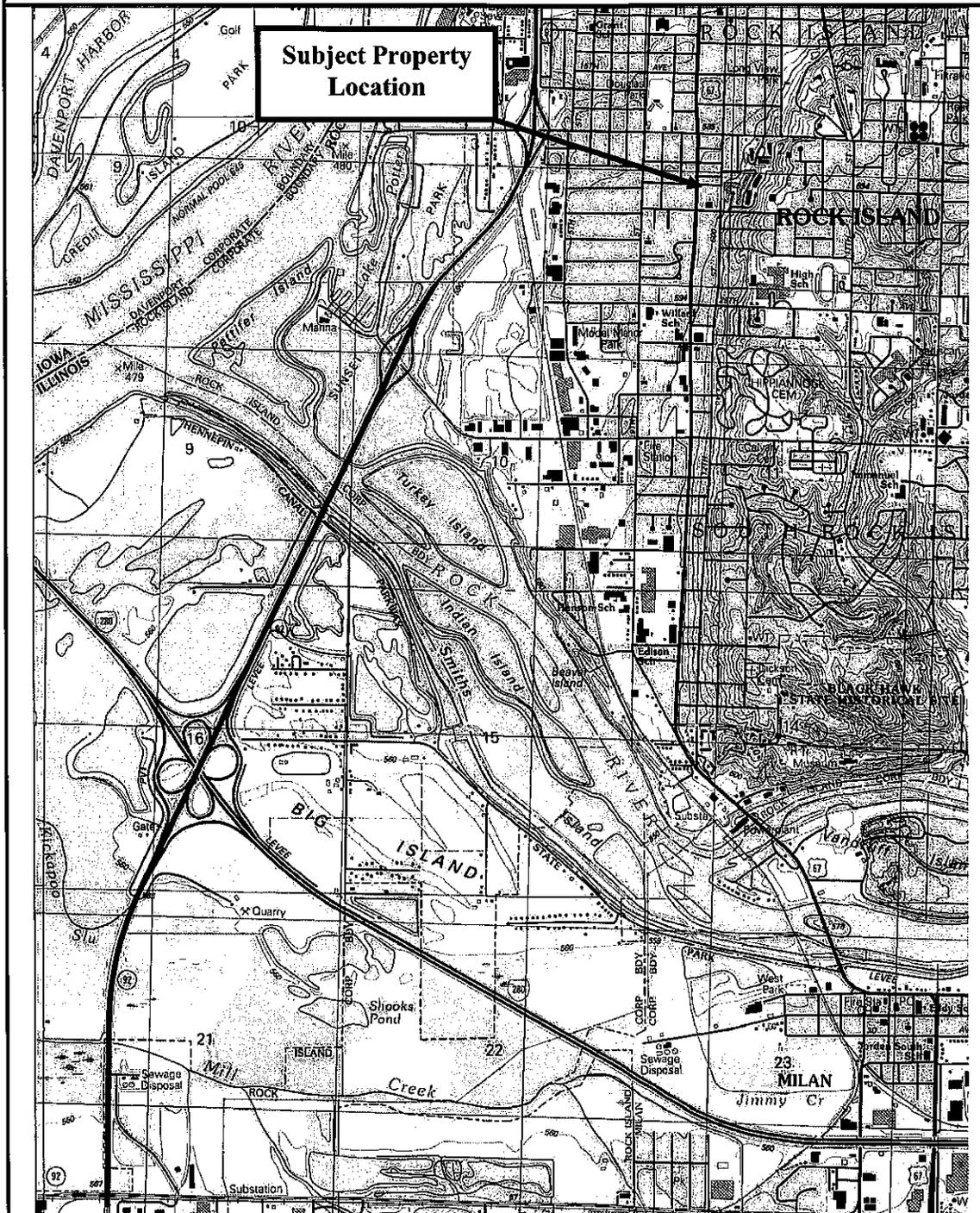
By: _____
(signature)

_____ Date

CLIENT CONTACT:

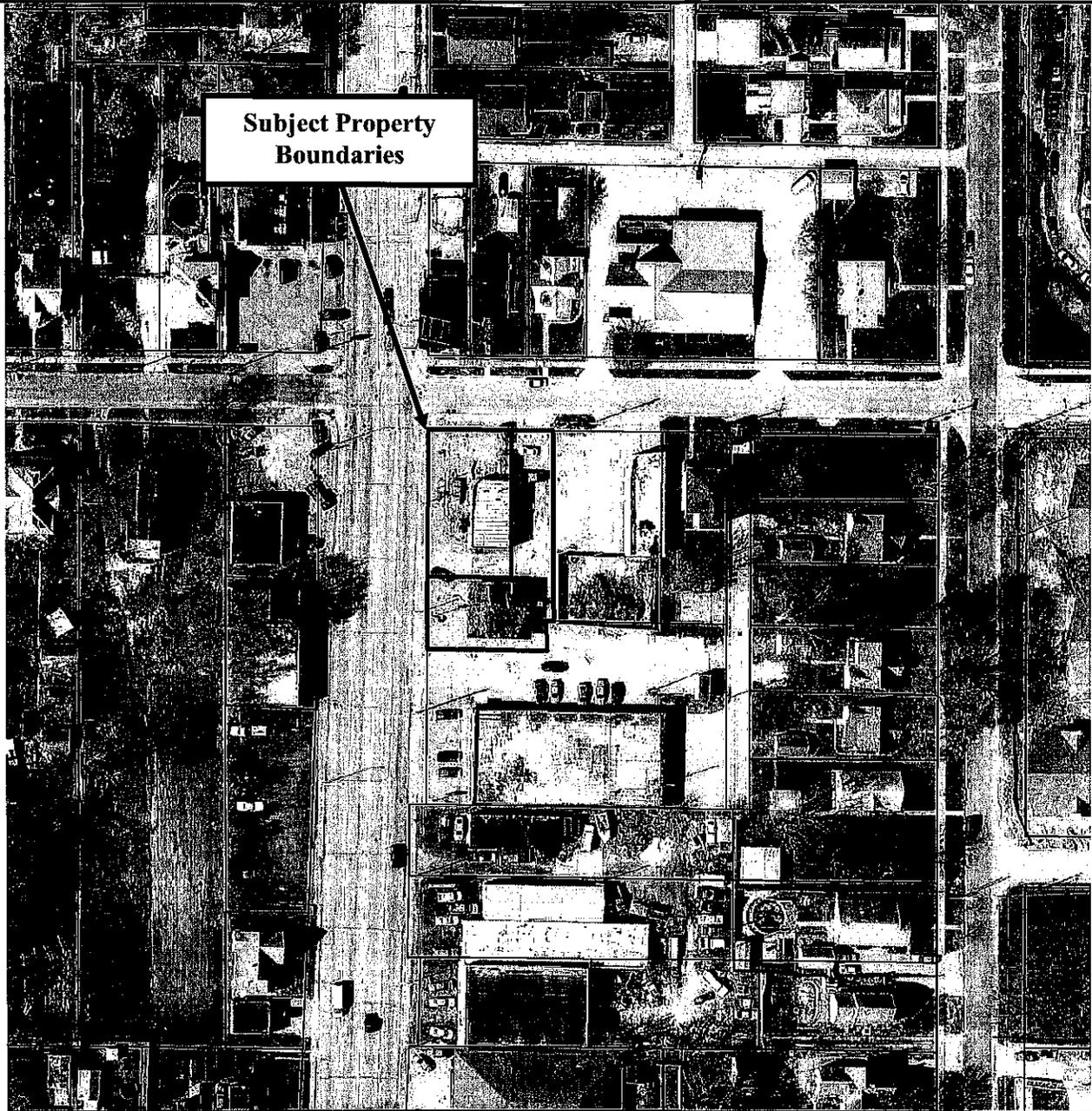
Bret Gardella, Economic Development Manager, City of Rock Island
Phone: 309-732-2930
Email: gardella.bret@rigov.org

**FIGURE 1:
PROPERTY LOCATION MAP**



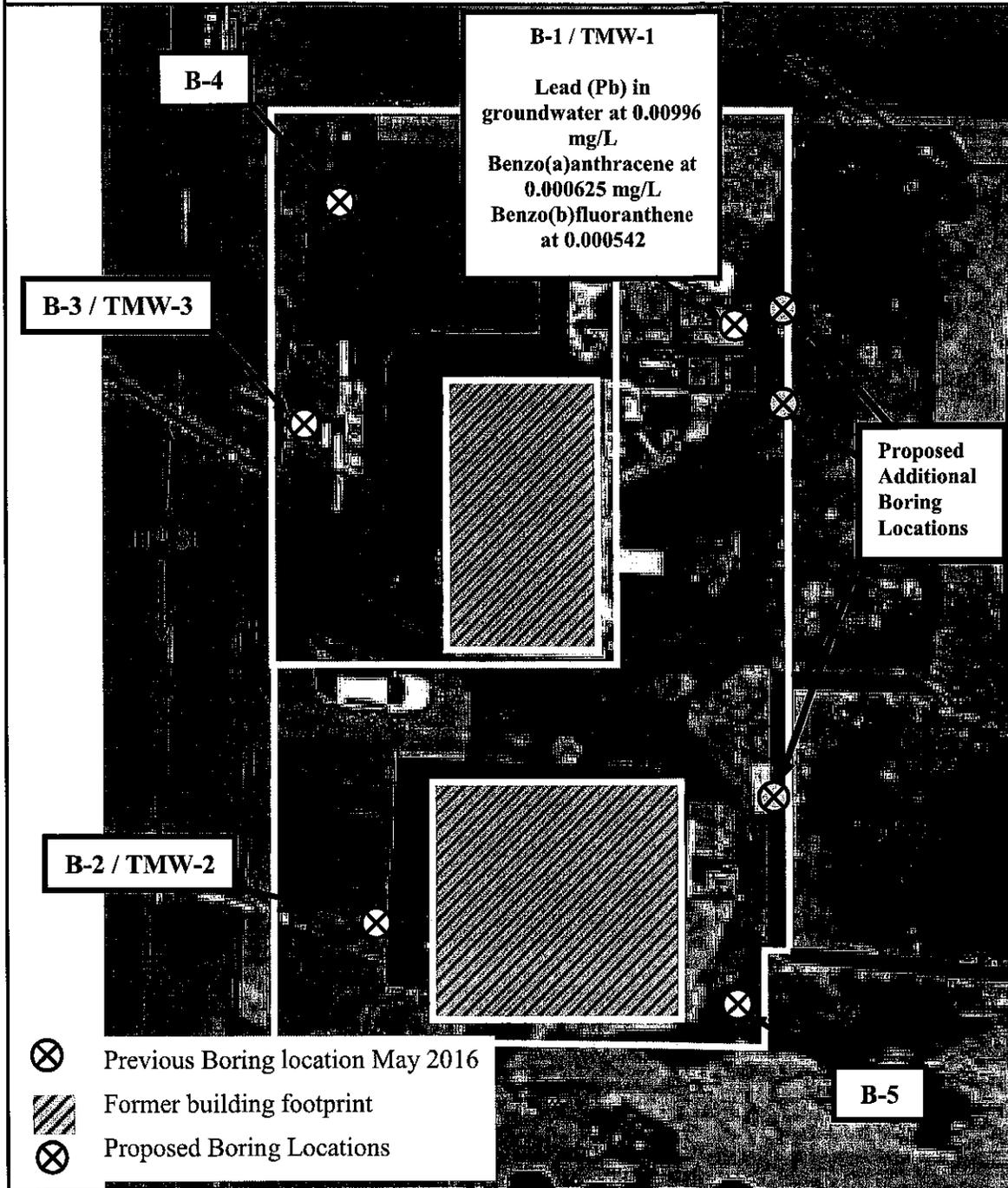
Midway Oil Properties	↑	ENET #160008	
2101 & 2117 - 11 th Street		Date: 2016	
Rock Island, IL 61201	N	Scale: digitally altered	
Data Source: US Geological Service		EnviroNET, Inc.	

**FIGURE 2:
PROPERTY VICINITY MAP**



Midway Oil Properties	↑	ENET #160008	
2101 & 2117 - 11 th Street		Date: 2016	
Rock Island, IL 61201	N	Scale: digitally altered	
Data Source: City of Rock Island GIS		EnviroNET, Inc.	

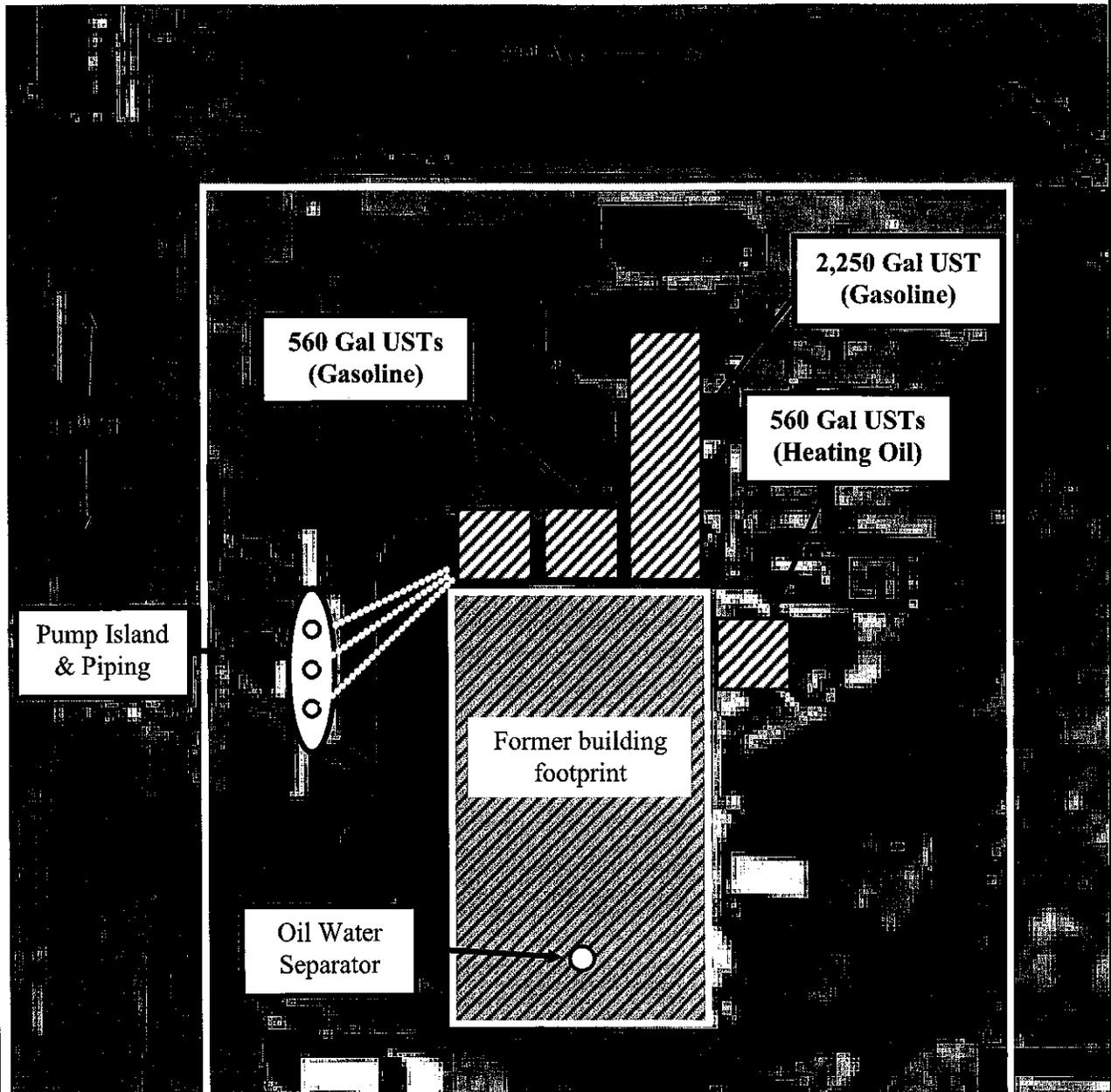
**FIGURE 3:
PROPOSED BORING LOCATION MAP: EASTERN BOUNDARY**



Midway Oil Properties	↑	ENET #160008
2101 & 2117 - 11 th Street		Date: May 2016
Rock Island, IL 61201	N	Scale: digitally altered
Data Source: City of Rock Island GIS, EnviroNET		EnviroNET, Inc.



**FIGURE 4:
LOCATION OF FORMER USTs, PUMP ISLAND, & PIPING
AS DETERMINED BY GPR AND AS CONFIRMED BY EXCAVATION**



Midway Oil Properties	↑ N	ENET #160008	
2101 & 2117 - 11 th Street		Date: May 2016	
Rock Island, IL 61201		Scale: digitally altered	
Data Source: City of Rock Island GIS, EnviroNET		EnviroNET, Inc.	



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**ATTN: MR. CHANDLER POOLE, COMMUNITY & ECONOMIC
DEVELOPMENT DIRECTOR
BRET GARDELLA, ECONOMIC DEVELOPMENT MANAGER**

**SUBJECT: CONTRACT FOR ENVIRONMENTAL SERVICES
LIMITED PHASE II SUBSURFACE SITE INVESTIGATION
COUNTRY MARKET GROCERY STORE
2252 - 24TH STREET, ROCK ISLAND, IL**

Gentlemen:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the Subject Property at the above-referenced address. One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

PROJECT UNDERSTANDING

The City of Rock Island (the **CLIENT**) desires EnviroNET to perform limited drilling and analytical evaluation of soil and groundwater to determine if contamination has migrated from the Country Market Subject Property boundaries onto public right-of-ways (ROW). Specifically, the **CLIENT** wants to determine if contamination has reached the underground utilities located on the south side and southwest corner of the large parcel.

The proposed scope of work includes evaluation of existing soil and groundwater conditions limited to the utility ROW areas, and/or the public ROW also known as 23rd Avenue, Rock Island. An attached boring location map is provided for consideration.

The **CLIENT** understands that some of the proposed boring locations may be ruled out by utility locate services, and some borings may be advanced at alternate locations.

PROJECT SCOPE AND BASIC SERVICES

Proposed boring locations are based on a review of the Phase I ESA of 2012, and the analytical results from the investigation conducted in 2013 as directed by the CLIENT.

The CLIENT desires Enviro**NET** to perform the following Basic Services:

1. Mark the proposed boring locations.
2. Notify JULIE for utility location service in the public ROW.
3. Utilize ground penetrating radar (GPR) to confirm and further delineate utilities at proposed boring locations.
4. Advance borings using a hydraulic push unit and advance hand-held probing rod to minimize the potential for disruption of utility conduit(s).
5. Utilize a photoionization detector (PID) to screen soil to determine if vapors are detected, and to confirm/ascertain the appropriate depths for analytical assessment of soils.
6. Collect a soil sample from the interval with the highest VOC meter reading or, if no elevated readings are detected, collect a soil sample from the interval directly above the saturated zone, as observed. One soil sample will be collected from each boring and analyzed as described below.
7. Collect soil samples into laboratory-prepared containers for analysis of VOCs and naphthalene (5035 method), and a 4-ounce jar with Teflon-lined lid for pH and dry weight.
8. Convert boring locations into temporary groundwater monitoring points using slim 1” PVC risers, screens, bottom plugs, sieved sand, bentonite, and cap. *Temporary well nomenclature will be RI-SB14-2017 through RI-SB20-2017.*
9. Collect groundwater samples into laboratory-prepared containers using peristaltic pump or bailers. Analytical parameters will be the same as for soil samples, but with the addition of three filtered groundwater samples downgradient of MW-5 to be analyzed for dissolved iron.
10. Preserve samples as appropriate and ship to an accredited laboratory under standard chain of custody methods.
11. Evaluate analytical results and prepare a Utility Investigation Report with summary narrative, map(s), tables, laboratory reports, chain of custody, and qualifications of professionals.
12. Discuss results of the investigation and consider a strategy for site clean-up and site closure with stakeholders, as directed.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall provide full information regarding its requirements for the Project including restraints and restrictions regarding access and timeline.
2. The CLIENT will identify utility locations (to be confirmed on site using GPR prior to geo-probe operations).
3. The CLIENT shall pay all required permit, legal notice, processing and other such fees, including payments to IEPA, to be itemized by IEPA during the process of document review and closure.
4. If the CLIENT becomes aware of any fault or defect in EnviroNET's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.
5. The CLIENT shall provide access and agreements as necessary to enter upon private, public lands and structures as required for the performance of the services of EnviroNET, and pay all fees associated with local, state and federal compliance programs.

COMPENSATION AND PAYMENT

1. For the Basic Services as outlined in Tasks 1 through 9 above, EnviroNET shall be compensated \$12,100 (TWELVE THOUSAND 100 HUNDRED DOLLARS) on a Lump Sum basis, with progress reports to accompany invoices.
2. Invoices shall be submitted on a monthly basis for services performed to date. Payment for EnviroNET's services shall be made within 30 days of the date of Invoice and shall not be contingent upon receipt by the CLIENT of any reimbursement funds or correspondence from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work directed or conducted by EnviroNET.
4. Prices in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

CHANGE IN SCOPE OF WORK

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WARRANTS

The purpose of this Project is to address areas of environmental concern specifically listed in the Scope of Work. It is not designated either to bring the facility under compliance or to identify every violation in areas of concern. EnviroNET cannot warrant that all regulatory deficiencies at the subject property will be addressed, as this is outside the scope of work.

LIABILITY

The CLIENT agrees to limit EnviroNET's liability to the CLIENT and to all Contractors and Sub-Contractors on the Project, due to EnviroNET's professional negligent acts, errors or omissions, such that the total aggregate liability of EnviroNET to those named shall not exceed the contractual amount of the fee paid to EnviroNET by the CLIENT under this Proposal.

INDEMNIFICATION

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SCHEDULE

EnviroNET will begin work within two weeks of authorization. EnviroNET understands that the Property will be redeveloped and occupancy cannot take place until site closure. Site closure is anticipated during the winter/ spring of 2013.

We are ready to go to work for you. Please sign your acceptance in the space provided below and return one (1) copy to us for our files. This will serve as our contract for services and authorization to proceed.

ENVIRONET, INC.

Molly E. Arp Newell

Molly E. Arp Newell, PG, CHMM
President



ENVIRONET, INC.

J. David Wildharber

J. David Wildharber, EP

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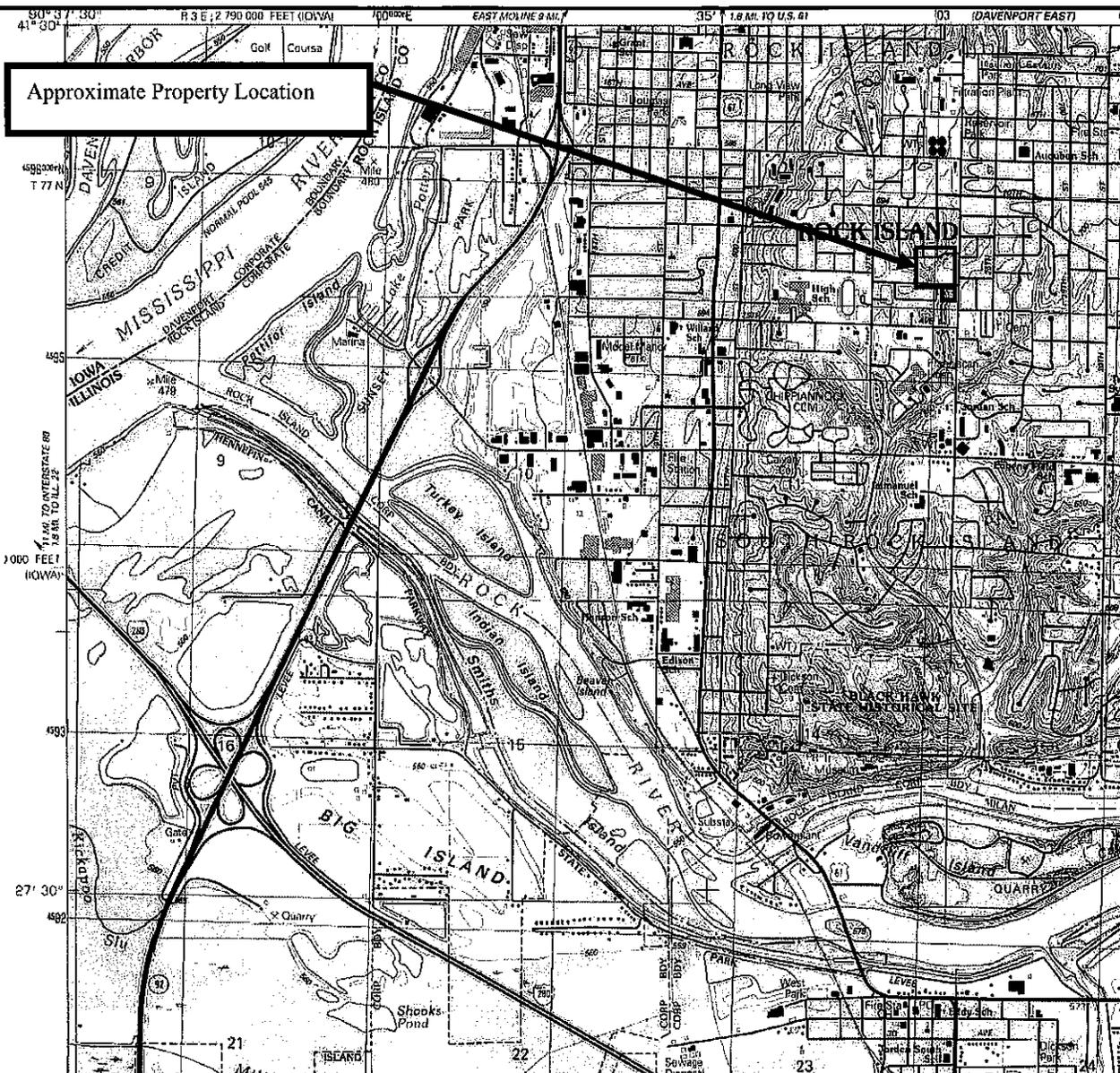
By: _____
(signature)

_____ Date

CLIENT CONTACT:

Bret Gardella, Economic Development Manager, City of Rock Island
Phone: 309-732-2930
Email: gardella.bret@rigov.org

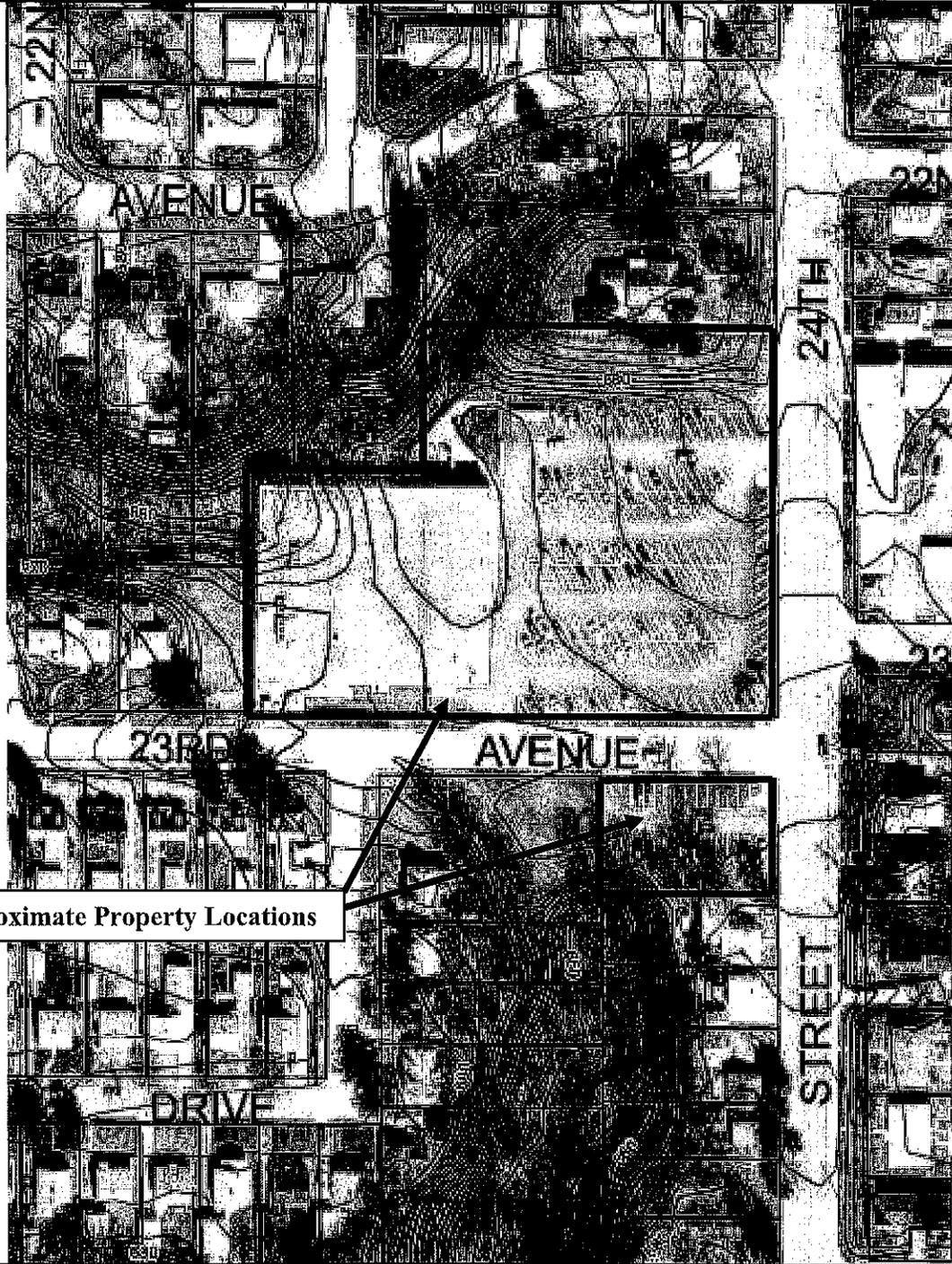
TOPOGRAPHIC MAP



The Property is located on a former drainage channel at the corner of 23rd Avenue and 24th Street in Rock Island, IL.
 Stormwater management includes the use of concrete culverts and grated stormwater inlets.

Country Market	↑	Rock Island	
2252 24 th Street		ESA Archive	
Rock Island, IL	N	Scale: Digitally Altered	
Data Source: U.S. Geological Service		EnviroNET, Inc.	

TOPOGRAPHIC MAP
With parcels delineated



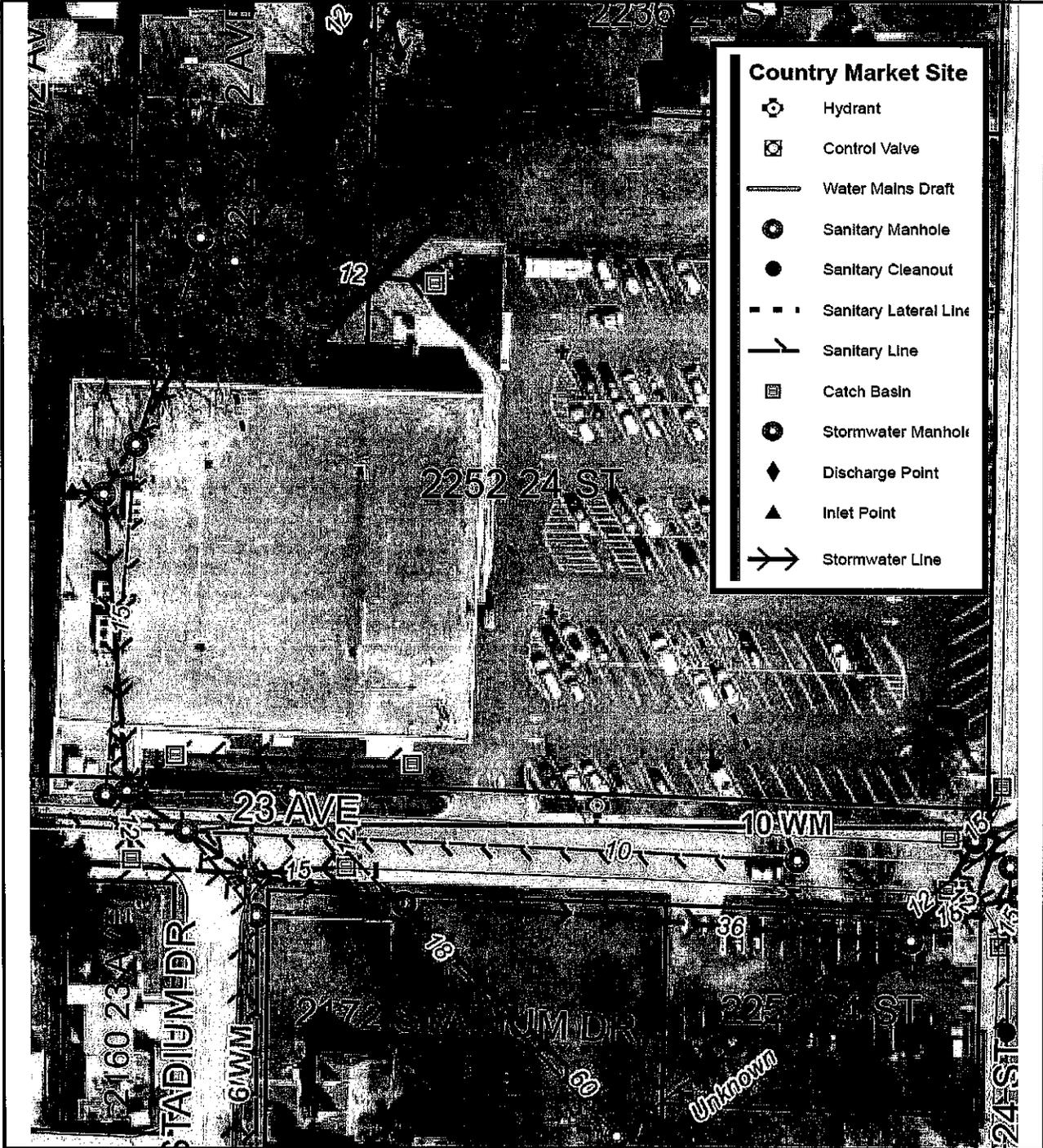
Approximate Property Locations

Country Market	 N	Rock Island
2252 24 th Street		Two foot contours
Rock Island, IL		Scale: Digitally Altered
Data Source: City of Rock Island		EnviroNET, Inc.



MUNICIPAL UTILITY AND STORMWATER DRAINAGE MAP

Drainage is channeled off site to the south, by concrete culvert. Drainage travels through ravines towards the Rock River.



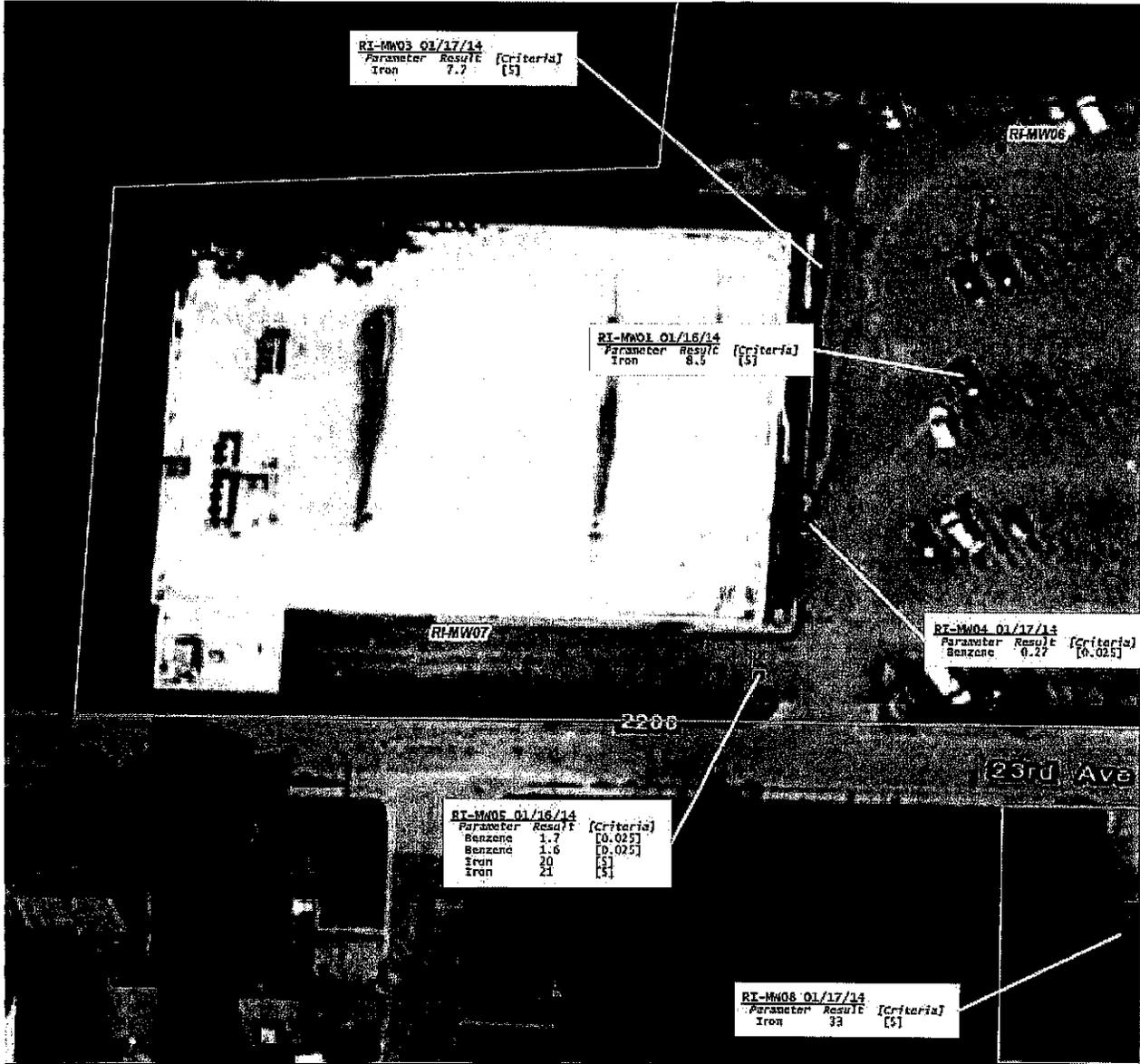
Country Market
2252 24 th Street
Rock Island, IL
Base Map Source: City of RI

↑
N

Phase I ESA 2012
Scale: Digitally Altered
EnviroNET, Inc.



EXCERPTED MAP – (WESTON 2013) GW RESULTS (FIG 3-2)



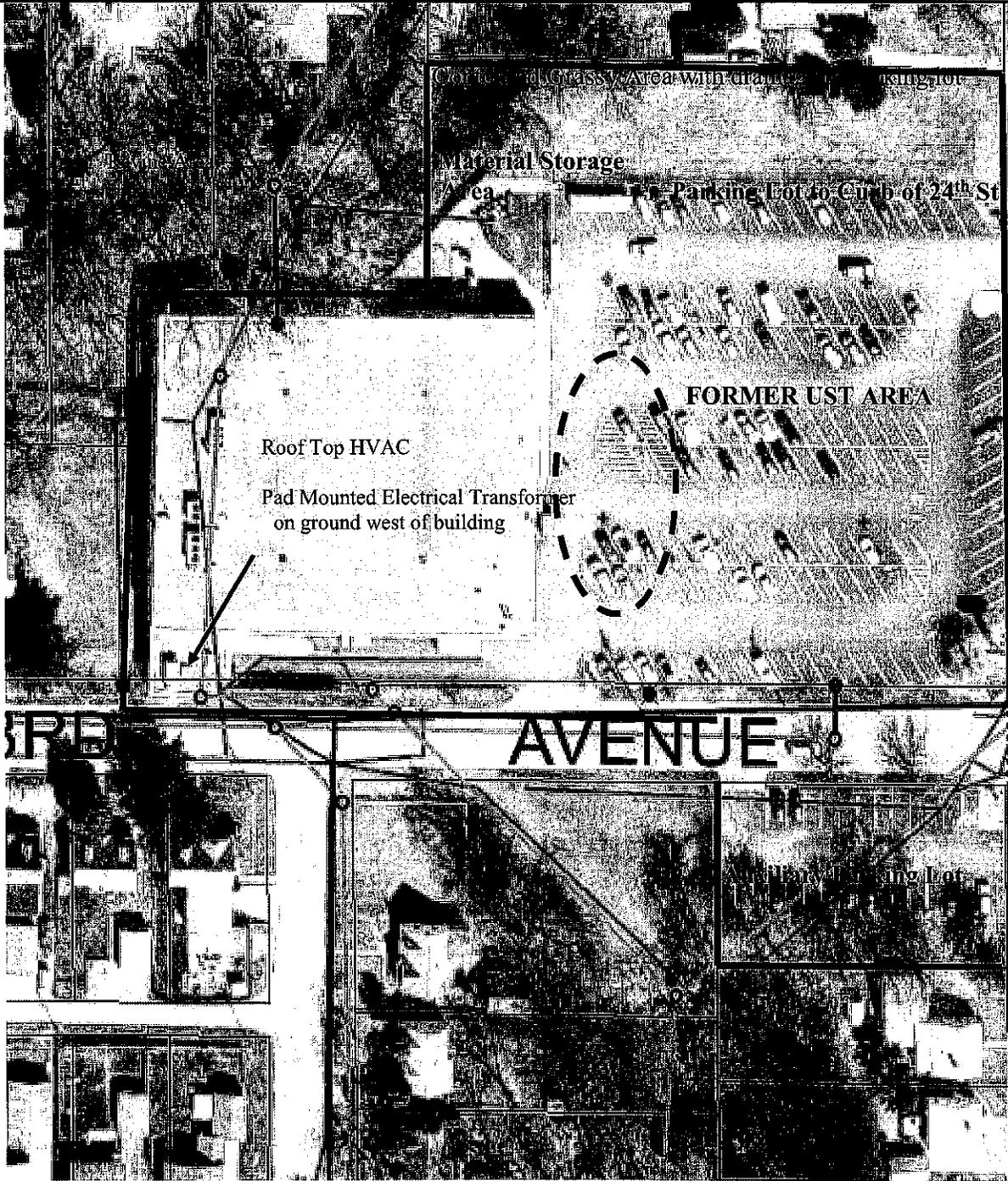
Country Market
2252 24 th Street
Rock Island, IL
Data Source: City of Rock Island

↑
N

Weston's TBA Rpt.
2013
Scale: Digitally Altered
EnviroNET, Inc.



SITE LAYOUT MAP



Country Market	↑ N	Phase I ESA 2012	
2252 24 th Street		Reference	
Rock Island, IL		Scale: Digitally Altered	
Base Map Source: City of RI		EnviroNET, Inc.	

PROPOSED BORING LOCATIONS – UTILITY SITE CHECK



Country Market	↑	Reference Phase I ESA
2252 24 th Street		2012 – Brought Fwd
Rock Island, IL	N	Scale: Digitally Altered
Data Source: City of Rock Island		EnviroNET, Inc.





Bret Gardella <gardella.bret@rigov.org>

Re: winterize the building

1 message

Dan Bono <danbonowski@gmail.com>
To: Bret Gardella <gardella.bret@rigov.org>

Wed, Dec 28, 2016 at 4:30 PM

Funny thing about that...

About 3 weeks ago having discussions with triumph, winterizing and protecting their asset came up. They had a contractor come out and make an assessment but never came back to do anything because they were waiting for a roofing estimate.

So I drained and anti-frozeed the drains and toilets before our big cold snap. Went to the building last Friday and the pipe to the water meter had burst. I had to have the fire dept come to shut it off, but had about 10 inches in 313. Everything is drained and nothing of value was lost. Just another thing, right?

But thanks for the tip.

On Dec 28, 2016 4:09 PM, "Bret Gardella" <gardella.bret@rigov.org> wrote:
Good afternoon Dan.

I know you and Josh are working quickly on seeing if a partnership can be developed and we can get your project back on track. But I happened to think if you had the building winterized? Not necessarily heat but did you ever get the water shut off and pipes filled with antifreeze? I'm thinking about the bathrooms in the commercial spaces and anything in the basement that maybe needed to have the water drained.

Just curious.

Bret



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Professional Environmental Services
1225 East River Drive, Suite 130
Davenport, IA 52803
DBE/WBE Certified

Phone: 563-323-2262
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January 13, 2017

City of Rock Island
Community Economic Development
1528 - 3rd Avenue
Rock Island, IL 61201

**ATTN: MR. CHANDLER POOLE, COMMUNITY & ECONOMIC
DEVELOPMENT DIRECTOR
BRET GARDELLA, ECONOMIC DEVELOPMENT MANAGER**

**SUBJECT: CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
OPINION REGARDING ENVIRONMENTAL LIABILITY REVIEW OF
PROPERTY-SPECIFIC HISTORICAL TECHNICAL DOCUMENTS
FORMER NORCROSS FACILITY
1136 2nd STREET AND ASSOCIATED PARCELS, RI, IL 61201**

Gentlemen:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the Subject Property at the above-referenced address. One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

PROJECT UNDERSTANDING

The City of Rock Island (the CLIENT) desires EnviroNET to review specific historical documentation and determine relevance of the reports and correspondence for the purpose of evaluating potential environmental liability and the potential for eligibility for municipal, state or federal funding to mitigate potential liability.

The CLIENT seeks EnviroNET's professional opinion regarding results of the previous on-site investigations, and the estimated environmental risk. The CLIENT understands that quantification of risk is dependent upon documents reviewed and an estimation of remediation expense based on the same. EnviroNET will prepare a summary letter with pertinent attachments if indicated to

describe risk factors and recommendations for further assessment and/or remediation. CLIENT has requested a rush turnaround time for the summary letter report.

PROJECT SCOPE AND BASIC SERVICES

1. Catalog data, reports and correspondence to and from the IEPA chronologically and describe investigative activities, conclusions, recommendations and regulatory status. Information will include but not be limited to the following:
 - 2005 SPCC Plan developed by Landmark
 - 2006 Sewer Study/ Flow Estimate prepared by Preston Eng.
 - 2007 Phase I prepared by AEI
 - 2007 SPCC plan prepared by Preston Eng.
 - 2010 Fire Documentation
 - 2011 Reconnaissance Walk by EnviroNET, Inc.
 - 2015 Correspondence by EnviroNET, Inc.
 - FOIA information to be acquired from IEPA and other sources.
2. Utilize a third party purveyor of database information, if deemed cost effective.
3. Review the Subject Property's history of aboveground and underground storage tank use; soil and groundwater sampling results; and regulatory status.
4. Prepare a summary letter report with opinion of the environmental risk going forward.
5. Provide the letter report to the CLIENT.

LIMITATIONS

The proposed environmental file review, as described above, does not include:

- An on-site inspection of the Subject Property.
- Completion of a Phase I ESA to address "all appropriate inquiry" (AAI) as defined in US Code of Federal Regulations 40 CFR Part 312 enacted and developed to provide environmental liability protection to landowners under CERCLA.
- Complete written review of all documentation potentially available.
- Opinion of Title.

We routinely recommend completion of an AAI-compliant Phase I ESA to prospective purchasers to afford the Purchaser/underwriter eligibility for liability protection under one or more of the following clauses:

- ✓ Innocent landowner defense;
- ✓ Contiguous property owner protection (protects purchaser of “clean” property from contamination that migrates from another property); and/or
- ✓ Bona fide prospective purchaser (protects owner who buys property with known contamination).

The CLIENT recognizes that both insurance and legal issues are outside EnviroNET's areas of expertise.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall provide full information regarding its requirements for the Project, including whether additional services listed in the Limitations section are desired.
2. The CLIENT, or CLIENT's agent, shall provide EnviroNET access to the owner's “virtual data room” containing environmental records for petroleum storage at the Subject Property as described above.
3. Access to information and reports stated above shall be furnished at the CLIENT's expense and EnviroNET shall be entitled to rely upon the accuracy and completeness thereof.
4. The CLIENT shall furnish the above information as expeditiously as necessary for the orderly progress of EnviroNET's services.
5. If the CLIENT becomes aware of any fault or defect in EnviroNET's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.

COMPENSATION AND PAYMENT

1. For Basic Services 1 through 5 above, EnviroNET shall be compensated TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (**\$2,250.00**) on a lump sum basis.

2. Payment for EnviroNET's services shall be made within 15 days of the date of Invoice, *and* shall not be contingent upon receipt by the CLIENT of any reimbursement funds from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by EnviroNET.
4. Prices and schedule in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

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WARRANTS

The purpose of this Project is to address areas of environmental compliance specifically listed in the Scope of Work. It is not designated either to bring the facility under total compliance or to identify every violation in areas of concern. EnviroNET cannot warrant that all regulatory deficiencies at the Subject Property will be addressed, as this is outside the scope of work.

LIABILITY

The CLIENT agrees to limit EnviroNET's liability to the CLIENT and to all Contractors and Sub-Contractors on the Project, due to EnviroNET's professional negligent acts, errors or omissions, such that the total aggregate liability of EnviroNET to those named shall not exceed the contractual amount of the fee paid to EnviroNET by the CLIENT under this Proposal.

INDEMNIFICATION

EnviroNET assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, or other harmful substances. EnviroNET will utilize appropriate safety attire and follow appropriate safety procedures in limiting access to the site from passersby. EnviroNET will contract with responsible parties to treat investigation-derived wastes on site or haul such materials using permitted, licensed contractors, as appropriate. Therefore, except in claims and damages arising from negligent acts and errors of EnviroNET, the CLIENT agrees to

hold harmless and indemnify EnviroNET from all claims, suits, expenses or damages arising from or alleged to arise from such existence, discharge or exposure.

SCHEDULE

EnviroNET will begin work upon authorization and meet the deadlines specified in the Scope of Work.

We are ready to go to work for you. Please sign your acceptance in the space provided below and return one (1) copy to us for our files. This will serve as our contract for services and authorization to proceed.

ENVIRONET, INC.



Molly E. Arp Newell, PG,
CHMM
President



ENVIRONET, INC.



Jessica R. Flondro
Project Manager

ACCEPTED:

By: _____
(Signature)

_____ Date

CLIENT CONTACT:

Bret Gardella, Economic Development Manager, City of Rock Island

Phone: 309-732-2930

Email: gardella.bret@rigov.org



EnviroNET, Inc.
Professional Environmental Services
1225 East River Drive, Suite 130
Davenport, IA 52803
DBE/WBE Certified

Phone: 563-323-2262
www.environetmidwest.com

January 13, 2017

City of Rock Island
Community Economic Development
1528 - 3rd Avenue
Rock Island, IL 61201

**ATTN: MR. CHANDLER POOLE, COMMUNITY & ECONOMIC
DEVELOPMENT DIRECTOR
BRET GARDELLA, ECONOMIC DEVELOPMENT MANAGER**

**SUBJECT: CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES
OPINION REGARDING ENVIRONMENTAL LIABILITY REVIEW OF
PROPERTY-SPECIFIC HISTORICAL TECHNICAL DOCUMENTS
FORMER DOHRN TRANSFER COMPANY
106 4TH STREET AND ASSOCIATED PARCELS, RI, IL 61201**

Gentlemen:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the Subject Property at the above-referenced address. One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

PROJECT UNDERSTANDING

The City of Rock Island (the CLIENT) desires EnviroNET to review specific historical documentation and determine relevance of the reports and correspondence for the purpose of evaluating potential environmental liability and the potential for eligibility for municipal, state or federal funding to mitigate potential liability.

The CLIENT seeks EnviroNET's professional opinion regarding results of the previous on-site investigations, and the estimated environmental risk. The CLIENT understands that quantification of risk is dependent upon documents reviewed and an estimation of remediation expense based on the same. EnviroNET will prepare a summary letter with pertinent attachments if indicated to

describe risk factors and recommendations for further assessment and/or remediation. CLIENT has requested a rush turnaround time for the summary letter report.

PROJECT SCOPE AND BASIC SERVICES

1. Catalog data, reports and correspondence to and from the IEPA chronologically and describe investigative activities, conclusions, recommendations and regulatory status. Information will include but not be limited to the following:
 - 1997 Phase I developed by Liesch & Associates
 - 2012 09-17 Phase I developed by Missman & Assoc.
 - 2012 12-10 Phase II developed by EnviroNET, Inc.
 - 2013 10-08 Storm Water Pollution Prevention Plan developed by EnviroNET, Inc.
 - FOIA information to be acquired from IEPA and other sources.
2. Utilize a third party purveyor of database information, if deemed cost effective.
3. Review the Subject Property's history of aboveground and underground storage tank use; soil and groundwater sampling results; and regulatory status.
4. Prepare a summary letter report with opinion of the environmental risk going forward.
5. Provide the letter report to the CLIENT.

LIMITATIONS

The proposed environmental file review, as described above, does not include:

- An on-site inspection of the Subject Property.
- Completion of a Phase I ESA to address "all appropriate inquiry" (AAI) as defined in US Code of Federal Regulations 40 CFR Part 312 enacted and developed to provide environmental liability protection to landowners under CERCLA.
- Complete written review of all documentation potentially available.
- Opinion of Title.

We routinely recommend completion of an AAI-compliant Phase I ESA to prospective purchasers to afford the Purchaser/underwriter eligibility for liability protection under one or more of the following clauses:

- ✓ Innocent landowner defense;
- ✓ Contiguous property owner protection (protects purchaser of “clean” property from contamination that migrates from another property); and/or
- ✓ Bona fide prospective purchaser (protects owner who buys property with known contamination).

The CLIENT recognizes that both insurance and legal issues are outside EnviroNET's areas of expertise.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall provide full information regarding its requirements for the Project, including whether additional services listed in the Limitations section are desired.
2. The CLIENT, or CLIENT's agent, shall provide EnviroNET access to the owner's “virtual data room” containing environmental records for petroleum storage at the Subject Property as described above.
3. Access to information and reports stated above shall be furnished at the CLIENT's expense and EnviroNET shall be entitled to rely upon the accuracy and completeness thereof.
4. The CLIENT shall furnish the above information as expeditiously as necessary for the orderly progress of EnviroNET's services.
5. If the CLIENT becomes aware of any fault or defect in EnviroNET's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.

COMPENSATION AND PAYMENT

1. For Basic Services 1 through 5 above, EnviroNET shall be compensated TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (**\$2,250.00**) on a lump sum basis.
2. Payment for EnviroNET's services shall be made within 15 days of the date of Invoice, *and* shall not be contingent upon receipt by the CLIENT of any reimbursement funds from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by EnviroNET.

4. Prices and schedule in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

CHANGE IN SCOPE OF WORK

If, during the course of EnviroNET's work, it becomes necessary for the CLIENT to alter the Project work in any particular way whatsoever, EnviroNET shall notify the CLIENT whether such alteration constitutes a departure from the agreed to Basic Services. The compensation shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between EnviroNET and the CLIENT prior to the performance of any additional work.

WARRANTS

The purpose of this Project is to address areas of environmental compliance specifically listed in the Scope of Work. It is not designated either to bring the facility under total compliance or to identify every violation in areas of concern. EnviroNET cannot warrant that all regulatory deficiencies at the Subject Property will be addressed, as this is outside the scope of work.

LIABILITY

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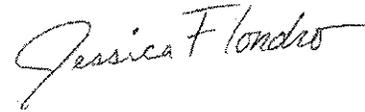
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President



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Jessica R. Flondro
Project Manager

ACCEPTED:

By: _____
(Signature)

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CLIENT CONTACT:

Bret Gardella, Economic Development Manager, City of Rock Island
Phone: 309-732-2930
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