



May 22, 2020

City of Lafayette - Economic Development Department
515 Columbia Street
Lafayette, Indiana 47901
Attn: Mr. Dennis Carson

**Proposal for
Phase I Environmental Site Assessment and Comfort Letter Request
Proposed Police Station Property
625-639 Columbia Street/10 North Seventh Street, Lafayette, Tippecanoe County, Indiana**

Dear Mr. Carson:

IWM Consulting Group, LLC (IWM Consulting) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) and complete a Comfort Letter Request for the commercial lots that are the Proposed Police Station Property located at 625-639 Columbia Street/10 North Seventh Street in Lafayette, Indiana (hereinafter referred to as the site). IWM Consulting understands the site consists of a total of approximately 0.89-acres of commercial property on five (5) land parcels identified as Parcel Nos.:

- 79-07-20-488-014.000-004,
- 79-07-20-488-013.000-004,
- 79-07-20-488-012.000-004,
- 79-07-20-488-011.000-004, and
- 79-07-20-488-010.000-004.

The parcels are currently owned by 625 Midtown LLC (western portion) and Scheumann Properties LLC (eastern portion) and are improved with three (3) commercial buildings. The 625 Midtown LLC building is a single-story building on a partial basement with a building footprint of approximately 11,340 square feet that was constructed circa 1927, the Scheumann Properties LLC north building is a single-story building on a slab foundation with a building footprint of approximately 4,050 square feet that was constructed circa 1955, and the Scheumann Properties LLC south building is a single-story building on a partial basement with a building footprint of approximately 5,104 square feet, 3,264 square feet of which was constructed in 1955 and 1,840 square feet of which was constructed in 1989. The purpose of the Phase I ESA is to ascertain if areas of *recognized environmental conditions (RECs)* are present on the property. It is our understanding that the Phase I ESA will be conducted for the benefit of the **City of Lafayette Redevelopment Commission**. If a different entity is required as the report beneficiary, please advise at the time of proposal authorization.

The Phase I ESA will be performed in accordance with ASTM E1527-13, *Standard Practice for Environmental Site Assessments* (hereinafter referred to as E1527-13). The site assessment and inspection will be conducted by IWM Consulting employees that fully qualify as *Environmental Professionals (EPs)* as defined in §312.10 of 40 CFR 312.

WORK SCOPE

The E1527-13 Standard satisfies one (1) of the requirements for All Appropriate Inquiry (AAI) into the previous ownership and uses of the site that will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the *landowner liability protections* to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) liability. Other CERCLA requirements beyond an AAI-compliant Phase I regarding continuing obligations for environmental agreements and site remediation may be required for CERCLA liability protection and are not included in the E1527-13 standard practice.

In accordance with E1527-13, IWM Consulting's Phase I ESA will include a review of reasonably obtainable historical and environmental records; contact with regulatory agencies regarding environmental incidents at the sites and adjoining properties; a site visit; and interviews with person(s) familiar with the site (as available). If provided or readily available, environmental reports from prior investigations, assessments, and remedial activities will also be reviewed.

In order to evaluate the site for possible migration of hazardous substances and/or petroleum products to the site through vapors in the subsurface, a *Vapor Encroachment Screening (VES)* for the site will be conducted in accordance with guidance provided in ASTM E2600-15, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*.

AAI has placed new emphasis on "user" obligations. As specified in the E1527-13 standard, certain responsibilities lie with the "user" of the assessment, who is defined as the party that intends to use the ASTM guidance to perform an assessment. The "user" is generally the purchaser, owner, lender, property manager, or potential tenant. In order for IWM Consulting to include this information into our opinions and documentation, this information must be provided before the report is generated. The report will state which information was, or was not, provided by the user. For your convenience, a user questionnaire is attached which can be completed and returned to IWM Consulting for inclusion in the report.

The Phase I ESA as described will not include a review of land title records for environmental liens or *Activity and Use Limitations (AULs)* recorded for the site, or any evaluation of non-scope considerations as defined in E1527-13 (such as asbestos, mold, wetlands, radon, endangered species, etc.). Non-scope issues can be addressed if specifically requested by the client; however, additional fees may apply for some of the non-scope issues. The Phase I ESA will not constitute a formal audit for assessing environmental compliance or the suitability of the site for any particular purpose.

IWM Consulting will prepare a Phase I ESA report presenting our methods, observations, findings, and conclusions based on the work scope and limitations described herein. The report will include all items required by E1527-13. One (1) hard copy of the report and an electronic copy in Adobe pdf format on a compact disc (CD) or memory stick will be provided to the client. Additional copies of the report can be provided at no charge if requested prior to delivery of the report.

In order to obtain a Comfort Letter for the site, IWM Consulting will prepare and submit a Comfort Letter Request following issuance of the Phase I ESA report.

SCHEDULE AND COST

IWM Consulting will begin work on this project upon receiving authorization to proceed (see attached Authorization for IWM Consulting to Proceed). The Phase I ESA report will be issued within fifteen (15) business days after gaining access to a site. The client will be immediately informed if any delays in the

performance of the ESA are encountered. The Comfort Letter Request will be prepared upon completion of the Phase I ESA.

The lump-sum fees to complete the work outlined above are as follows:

- Phase I ESA - **\$1,800.**
- Comfort Letter Request - **\$1,200.**

As previously noted, the Phase I ESA costs do not include a review of land title records for environmental liens and *AULs* recorded for a Site, or consideration of any other non-scope Phase I ESA issues except for flood plains and wetlands. The cost for the Comfort Letter Request preparation also includes potential meetings with Indiana Department of Environmental Management (IDEM) or Indiana Brownfields Program (IBP) staff.

We appreciate this opportunity to offer our services. If you have any questions regarding this proposal, please feel free to contact Ashley Pepple at (260) 702-0576 or by email at apepple@iwmconsult.com or Greg Scarpone at (317) 431-0051 or by email at gscarpone@iwmconsult.com.

Sincerely,

IWM Consulting Group, LLC



Ashley Pepple
Project Manager



Greg Scarpone, LPG
Vice President/Environmental Services

Attachments: Authorization for IWM Consulting Group to Process
User Information and Vapor Encroachment Screening Questionnaire

AUTHORIZATION FOR IWM CONSULTING GROUP TO PROCEED

Proposal Date: May 22, 2020
Client: City of Lafayette - Economic Development Department

Proposal Title: Phase I Environmental Site Assessment and
Comfort Letter Request
Proposed Police Station Property
625-639 Columbia Street/10 North Seventh Street
Lafayette, Tippecanoe County, Indiana

The undersigned hereby authorizes IWM Consulting Group (IWM Consulting) to proceed on the above-described project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that IWM Consulting's proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including but not limited to the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this Authorization for IWM Consulting to Proceed. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of IWM Consulting.


(Signature)

Dennis Carson
(Typed or Printed Name)

Director
(Title)

765/807-1093
(Telephone Number)

dcarson@lafayette.in.gov
(E-mail Address)

5-22-20
(Date)

[PLEASE RETURN THIS PAGE TO IWM CONSULTING GROUP, LLC]



ADOPTED AND PASSED by the Lafayette Redevelopment Commission this ____ day of _____, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

Jos Holman, President

Jim Terry, Vice President

T.J. Thieme, Secretary

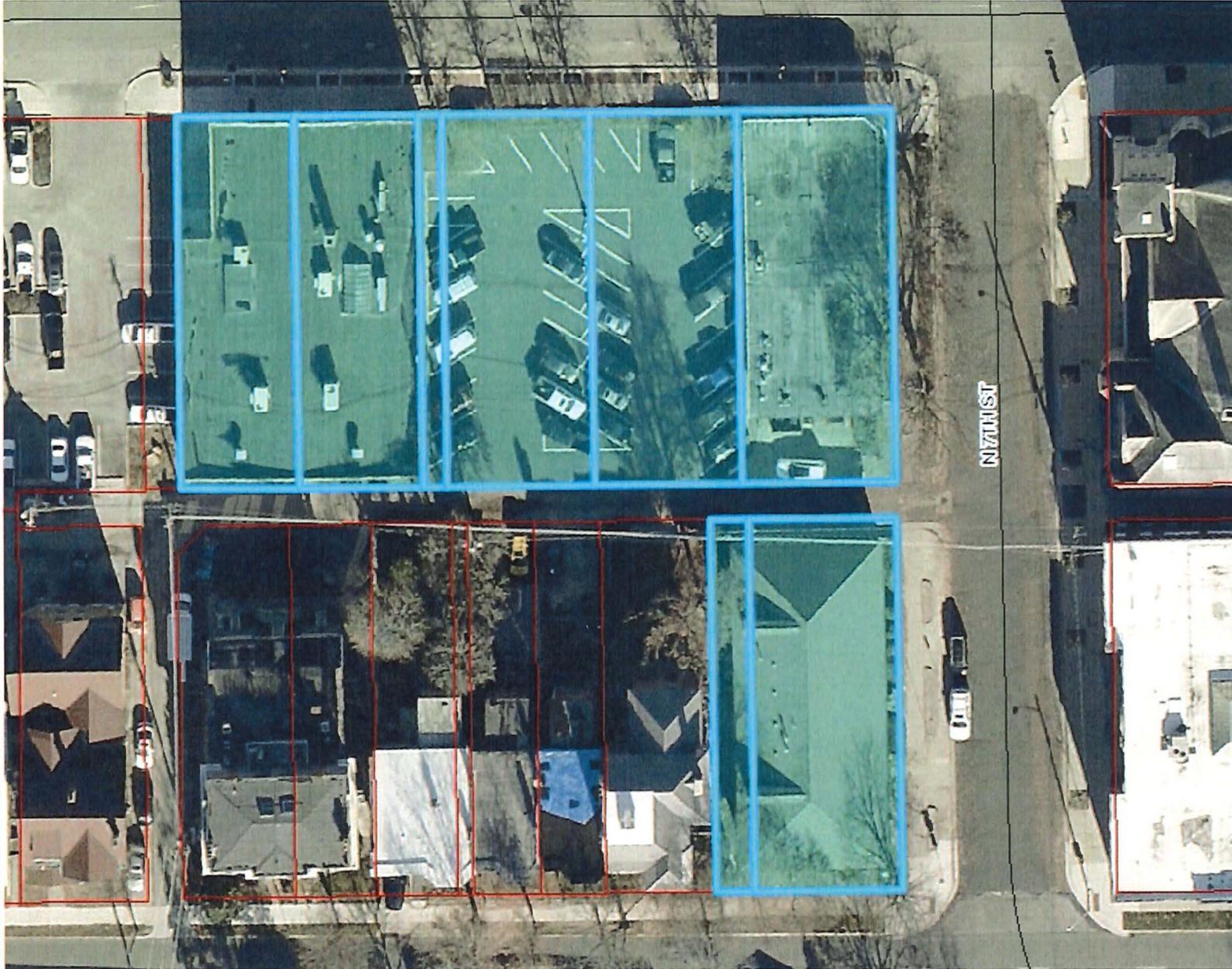
Don Teder

Shelly Henriott

ATTEST:

Dave Moulton

Randy Bond



Legend

Ownership Type

- Joint Ownership
- Condominium

Interstates and Highways

- Interstate Highway
- US Highway
- State Highway

- Major Roads
- Local Roads
- Railroads

- County Boundary
- Parcels

1: 600

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Notes

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