

# REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 18553

Sponsor(s): Theresa Garza Ruiz

Date: June 23, 2014

<p><b>SUBJECT</b></p>	<p>Action Requested  <input type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A resolution authorizing the County Executive to enter into a Right of Entry agreement with the Union Pacific Railroad granting the County and its contractors access to the Old Rock Island Railroad Corridor for the purposes of conducting a phase II environmental site assessment.</u></p>										
<p><b>BUDGET INFORMATION</b>  <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="332 556 1209 871"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0.00</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$0.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT  TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:          Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): N/A          Prior Year Actual Amount Spent (if applicable): N/A</p>	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT  TO ACCT
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<p><b>PRIOR LEGISLATION</b></p>	<p>Prior ordinances and (date):           Prior resolutions and (date):</p>										
<p><b>CONTACT INFORMATION</b></p>	<p>Graham Renz, Special Projects Analyst, 816-332-0513</p>										
<p><b>REQUEST SUMMARY</b></p>	<p>This request authorizes the County Executive to enter into a Right of Entry agreement with the Union Pacific Railroad Company allowing the County and its contractors the right to access the Old Rock Island Railroad Corridor for the purposes of conducting a phase II environmental site assessment. This Right of Entry agreement is one of many steps necessary to assess the condition of the Rock Island Railroad Corridor, and helps move the region's vision for commuter rail and a connection to the Katy Trail State Park forward.</p>										
<p><b>CLEARANCE</b></p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Attachment A – Right of Entry Agreement	
REVIEW	Department Director: <i>[Signature]</i>	Date: 6/19/14
	Finance (Budget Approval): <i>If applicable</i>	Date:
	Division Manager: <i>Calvin Williford by [Signature]</i>	Date: 6/19/14
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**EXHIBIT A****SCOPE OF SERVICES  
ENVIRONMENTAL SITE ASSESSMENT****ROCK ISLAND RAIL CORRIDOR****June 2014****SCOPE OF SERVICES****PHASE II ESA**

The drilling, sampling and analysis will be conducted to develop information with respect to the potential presence of environmental impacts associated with the RECs, adjacent properties, and encroachments identified in the CH2MHill Phase I ESA and Tetra Tech Phase I ESA on the seventeen (17) mile stretch of former Chicago, Rock Island, & Pacific Railroad ROW.

The general scope of work will consist of the following activities: site safety and health plan preparation, drilling and soil sampling, groundwater sampling, laboratory analysis of soil and groundwater samples, data analysis and interpretation, report preparation, and other work essential to the Phase II ESA not identified herein.

Drilling and sampling operations will be directed by a contractor field supervisor, and field personnel will be OSHA trained in accordance with 29 CFR 1910.120. Prior to subsurface drilling activities, The Contractor will notify the utility service alert in accordance with local practices. Equipment decontamination, sample collection, field documentation, sample custody and laboratory analyses will be in general accordance with methods prescribed by the EPA. Drilling will be conducted by a qualified contractor, and laboratory analysis will be performed by a qualified laboratory. Investigation derived waste from the site will be returned to the site where conditions allow; otherwise, the material will be drummed and left on site for future handling by the client. Field quality control sample will not be collected and analyzed as part of the assessment, limiting the data validation process, and therefore, the data provided will be considered sufficient for preliminary evaluation purposes only.

Each of the RECs, adjacent properties, and encroachments and their associated specific scope of services (drilling, sampling and analysis) are described below.

**Railroad-Related RECs**

There were numerous RECs identified as part of Phase I ESA activities that warrant completion of Phase II ESA activities. Each REC identified is identified below with the requested SOW.

**Rail Bed throughout Corridor** – To assess the potential environmental impact from in-place rail ties and the track bed material, assessment for representative conditions will include obtaining soil samples from the existing track grade. Locations will be developed on

approximate 0.5 mile-centers along the entire 17 mile corridor, with the exception of where the same assessment will be conducted at five Depot and Siding locations. This would be a total of 29 soil assessment locations. The first task at each assessment location will be to screen Resource Conservation and Recovery Act (RCRA)-8 metal concentrations using a soil-capable X-Ray Fluorescence (XRF) device. One sample will be collected from the area of soil exhibiting the highest screening reading. Each sample will be collected from approximately the upper 1 foot of soil to assess the near-surface depth interval as defined in the MRBCA Guidance Document. The samples will be submitted for:

- Polyaromatic Hydrocarbons (PAH; short list) using EPA Method 8270C, and
- RCRA-8 Metals (EPA Methods 6010/7470).

In addition, if discolored soil is observed indicating a ground spill within the track bed, a soil sample will also be analyzed for Total Petroleum Hydrocarbons (TPH) Diesel- and Oil-Range (DRO/ORO) Petroleum Hydrocarbons using EPA Method 8270C (15 samples estimated). Finally, one railroad tie will be sampled at each location and analyzed for waste disposal purposes (34 samples). Testing will be for RCRA-8 metals and a Toxicity Characteristic Leaching Procedure (TCLP) analysis if the Hazardous Waste "Rule of 20" threshold concentration is exceeded.

If MRBCA Default Target Levels (DTLs) are exceeded at any of the sampling locations, a MRBCA Tier 1 Risk Assessment will be completed for the corridor to develop COC Representative Concentrations and Risk-Based Target Levels (RBTLs).

**Depot/Sidings** - Limited Phase II ESAs are requested for near surface and subsurface soils under existing track beds and along the track bed at four former depot/siding locations and one brick plant. The following approximate locations are indicated on the available railroad valuation maps:

- Former South Lee, Missouri Depot (MP 271.9) and 2 related platforms, siding, and stockyards;
- Former Vale, Missouri Depot (MP 277.6), former car body (MP 277.5) and former box car body (MP 277.6);
- Former Carroll, Mo. Depot in car body, section house, tool house and 9 panel fire deck – near MP 281.3;
- Former Raytown, Mo. Depot (MP 282.6), and
- Former Bryant Supply Co. Brick Plant and spur (MP 278.0).

The base SOW should include advancing four borings to a maximum depth of approximately 25 feet bgs at each individual location; two soil samples will be collected from each borehole (near-surface and subsurface soil). Samples will be submitted for the following analysis:

- TPH-DRO/ORO using EPA Methods 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- Herbicides using EPA Method 8151 (shallow samples only);

- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (EPA Methods 6010/7470).

At each of the five depot/siding areas, analyze soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the analyses above, if any location contains building materials that are suspect asbestos-containing, surface samples will be collected for asbestos analysis by Polarized Light Microscopy (PLM). For costing purposes, assume analysis for 15 samples.

Groundwater samples will be collected from two of the four sampling locations that have been assessed in the field as potentially the most likely areas of COC at each depot/siding. Sample collection will be performed by installing a one-inch diameter PVC temporary piezometer as field conditions require. Samples will be submitted for the following analysis:

- TPH-DRO and TPH-ORO using Methods 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Girders & Platforms** - Five girder and platform bridge structures are located within the ROW including:

- Blue Ridge Cut-Off Overpass – MP 285.1;
- 47th Street Rock Island Bridge – MP 284.9;
- Raytown Road Bridge – MP 282.6;
- Highway 350 Overpass – MP 278.8, and
- Little Blue River railroad bridge – MP 277.1.

There is the possibility that lead-based paint (LBP) could have been applied to these structures, have peeled through time and have impacted the surrounding near-surface soil. To assess this possibility, the first task at each assessment location will be to screen RCRA-8 metal concentrations using a soil-capable XRF. One sample will be collected from each area of lead concern (highest XRF readings). The samples will be collected using a hand-auger from the approximate upper 1 foot of soil to assess the near-surface depth interval as defined in the MRBCA Guidance Document. For costing purposes, a total of three samples per girder/siding location are assumed. The samples will be submitted for RCRA-8 metal analysis using EPA Method 6010/7470. If any sample exhibits a total metal concentration exceeding the Rule of 20, it shall be analyzed for TCLP (five samples assumed). In addition, each collected soil sample shall be submitted for herbicide analysis using EPA Method 8151.

**Battery Boxes/Battery Wells** – A total of four areas containing battery boxes and battery wells were observed in the field and on supplied railroad valuation maps. These locations include near MP 274.1, between MP 273 and 274, between MP 277 and 278.2, and near MP 279.5. The battery boxes should be inspected by the Consultant. If any staining or corrosion is observed inside the battery wells or boxes, representative samples will be collected from near-surface soil using a hand-auger. A total of three samples will be collected surrounding each stained box or well. All samples will be and submitted for RCRA-8 metals analysis and one sample from each of the individual locations will be submitted for herbicide analysis. The samples should be retained for possible TCLP testing if the RCRA “Rule of 20” is exceeded.

When conducting the Phase I ESA update site reconnaissance, the Consultant should inspect the battery boxes and provide the County information regarding the number of batteries present.

#### Group Reporting for Railroad-Related RECs

Once the Phase II ESA field activities are complete, the Consultant will prepare a single report combining all these assessment areas. The “group report” will describe the approach and summarize field activities completed for each area. The report will also include findings and conclusions for each area comparing analytical data to MRBCA DTLs, specifying the extent of identified contamination and provide a recommendation for additional assessment work if deemed necessary to provide sufficient information to prepare a cursory estimation of subsequent remedial costs. The report will also include a review of Eco-Risk and development of a CSM for each assessed area in accordance with the MRBCA Guidance Document.

If DTLs are exceeded at any of the assessment areas, a MRBCA Tier 1 Risk Assessment will be completed for each area as necessary so that COC Representative Concentrations can be calculated and Risk-Based Target Levels (RBTLs) assessed. For costing purposes, assume that three Tier 1 reports will be prepared.

#### **Adjacent Properties**

Adjoining properties of potential concern were also identified in Phase I ESA’s. The RECs will be assessed by conducting a limited Phase II ESA at each area. The adjoining properties include:

**Lee’s Summit Block & Material** – The Phase I ESA inspection noted storage of 55-gallon drums and 5-gallon containers of presumed used oil within the ROW (MP 272.3). In addition, an approximate 100-square-foot area of petroleum soil staining was observed in the ROW. As the ROW is partially being used for storing materials and containers, there is the potential that additional areas exhibiting an environmental impact could be present once the materials are removed.

The SOW will include advancing up to six direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). One borehole will be advanced in the identified area of stained soil and one location near and outside of the stained area on the topographically downgradient direction. In addition, four additional borings are to be advanced in the area where materials are being stored. The Consultant may adjust the final

borehole locations if field observations warrant. Samples will be collected from both near-surface and subsurface soil and will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- Total Dissolved Solids (TDS) using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Summit Structural Steel Corporation** – This business is located at 100 SW Scherer Road near MP 272.2 in Lee’s Summit and operated by Taylor-Dunn. The business is listed in the CERCLIS-NFRAP database. As observed during the site reconnaissance, one large building is present and located on the Property ROW. Based on documentation provided by MDNR the facility historically disposed of waste including scrap metal, paint waste and cutting oil outside the facility on the ground.

As there are questions regarding the environmental condition of this area, a Phase II ESA will be conducted. The SOW will include advancing up to four boreholes using direct-push technology along the ROW to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Billy Goat Property** – This business is located at 100 SW Scherer Road near MP 271.9. This is a former UP lease property that is storing 55-gallon drums and 5-gallon containers of used oil on the ground within the ROW without secondary containment. Stained concrete and soils were observed during a Phase II ESA inspection. As there are questions regarding the potential impact to the Subject Property, a limited Phase II ESA will be conducted.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.



In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Sexton Metal Craft, Inc.** – This former business is located at 9700 East 56<sup>th</sup> Street near MP 283.8 with the western property boundary adjacent to the ROW. The former operation had an ERNS database listing noting historical spills. According to the ERNS inspection report, the business was disposing of waste lacquer and lacquer thinner into the facility storm drain causing it to clog. This reportedly caused the storm water to flood the facility and create an offsite spill. A Phase II ESA is required to assess the potential impact to the ROW in this area.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC; the spacing should be approximately triangular in shape to provide adequate groundwater assessment coverage, as feasible. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;

- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Residential/Commercial Property with Auto Repair** – This residential/commercial property is located immediately south of the 75<sup>th</sup> Street intersection near MP 280.6. The property has been reportedly used for automotive repair activities. The CH2M Hill Phase I ESA noted that dumping of automotive debris and automotive parts should be considered a REC to the ROW; therefore, a Phase II ESA is requested to assess the potential impact.

The SOW will include advancing up to four direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Conoco Short Stop** – This retail gasoline station is located at 6509 Raytown Road near MP 282.7. The eastern edge of the facility is located adjacent to the ROW and has been noted as extending approximately 50 feet into the ROW. Environmental database reports have shown this facility as being a LUST site. The status of the LUST case is closed following a remedial action. However, due to the encroachment into the ROW and the understanding that currently unidentified subsurface impacts may be present, a Phase II ESA will be conducted.

The SOW will include advancing up to four direct-push technology boreholes along the ROW to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- 
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from two sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Automatic Systems, Inc.** – This facility is located at 9230 East 47<sup>th</sup> Street near MP 284.8. The business reportedly specializes in manufacturing products for the automotive industry, baggage handling systems, bulk material handling, steel mill and foundry systems. Phase I ESA environmental database records exhibited numerous listings including RCRA-SQG, FTTS, FTTS/HIST, FINDS, UST and NPDES. There were RCRA-SQG inspection violations noted

between 1993 and 2007; waste streams were indicated as including chromium and spent non-halogenated solvents. A Phase II ESA is requested to assess the potential impact to the ROW in this area.

The SOW will include advancing up to six direct-push technology boreholes to the first occurrence of groundwater (maximum drilling depth of 25 feet bgs). The Consultant will determine the final borehole locations based on Phase I ESA update field observations. Samples will be collected from both near-surface and subsurface soil. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and
- RCRA-8 Metals (near surface sample only) using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

Analyze representative soil for SCS Classification, average porosity and average water content to determine the soil classification as specified in the MRBCA Technical Guidance – Appendix O.

In addition to the soil assessment, groundwater samples will be collected from three sampling locations that have been assessed in the field as potentially the most likely areas of COC. Sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C;
- RCRA-8 Metals (total and dissolved) using EPA Methods 6010/7470, and
- TDS using Method 2540C.

In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

**Raytown VIP Cleaners** – This business is located at 6448 Raytown Trafficway at MP 282.6 and adjoins the Subject Property ROW. The facility is listed in the Missouri DRYCLEANERS database. The database notes that chlorinated solvents were not used; however, it is reasonable to assume that PCE has been used at some time in the past. The facility is located approximately 120 feet topographically upgradient of the subject property. Therefore, the requested SOW includes advancing two boreholes along the ROW to the first occurrence of groundwater. No soil samples will be collected as the potential impact to the ROW is through the groundwater pathway.

Groundwater sample collection should be performed by installing a one-inch diameter PVC temporary piezometer. Samples will be submitted for Full Scan VOC and TPH-GRO analysis using EPA Method 8260B. In addition, analyze the water-bearing unit for hydraulic conductivity and total dissolved solids to assess if the water-bearing unit is an aquifer as defined according to MRBCA Technical Guidance - Appendix G.

### **Encroachments**

The Phase I ESA Report identified several areas of encroachments into the Property ROW. The areas primarily of concern consist of adjoining businesses storing materials including 5- to 55-gallon containers and aboveground storage tanks (ASTs). The Consultant is requested to thoroughly document current solid waste encroachment conditions present in the ROW and provide recommendations as to the potential limitations for executing subsequent Phase II ESA activities for identified RECs.

Once the areas of staining and/or areas of potential environmental concern are identified, sampling of near surface soil will be performed using a hand-auger. The following encroachment areas are expected to be assessed:

1. MP 272.2 - Summit Structural Steel Company. Assessment requirements for this area is described earlier In Section 3.2;
2. MP 272.3 - Lee's Summit Block and Material - Concrete blocks have been positioned immediately adjacent to the remaining railroad tracks. This facility uses the subject property for storage including storage of abandoned containers and abandoned ASTs. Assessment requirements for this area is described earlier in Section 3.2;
3. MP 277.5 - Storage of abandoned 55-gallon containers and an AST and business parking for the Monier Lift Tile, LLC. The address is 12600 East 98 Street;
4. MP 279.3 - A portion of the quarry access road and stockpiles located at Quality Aggregates, LLC - 13000 East State Route 350;
5. MP 281.3 - Woodson Road where it crosses the subject property ROW in a residential area;
6. MP 282.4 - Parking and storage for the Leath and Sons Construction Company;
7. MP 283.3 - East 59th Street where it crosses the subject property ROW;
8. MP 284.0 - At East 55th Street, the east side of the facility and associated parking lot.

For costing purposes, assume that two near-surface samples will be collected from each individual area of stored materials. Samples will be submitted for the following analysis:

- TPH-GRO, TPH-DRO and TPH-ORO using Methods 8260B and 3511/8270C;
- Volatile Organic Compounds (VOCs) & TPH-GRO using EPA Method 8260B;
- PAH (short list) using EPA Method 8270C, and

- RCRA-8 Metals using EPA Methods 6010/7470.

In addition, TCLP testing will be performed if total metal concentrations exceed the Rule of 20 (assume one for costing).

In addition to the analyses above, if any location contains building materials that are suspect asbestos-containing, surface samples will be collected for asbestos analysis by Polarized Light Microscopy (PLM). For costing purposes, assume analysis for 6 samples.

#### Group Reporting for Adjoining Properties & Encroachments

Once the Phase II ESA field activities are complete, the Consultant will prepare a single report combining all these assessment areas. The “group report” will describe the approach and summarize field activities completed for each area. Likewise, the report will include findings and conclusions for each area comparing analytical data to MRBCA DTLs, specifying the extent of identified contamination and provide a recommendation for additional assessment work if deemed necessary to provide sufficient information to prepare a cursory estimation of subsequent remedial costs. The report will also include a review of Eco-Risk and development of a Conceptual Site Model (CSM) for each assessed area in accordance with the MRBCA Guidance Document.

If DTLs are exceeded at any of the four assessment areas, a MRBCA Tier 1 Risk Assessment will be completed for each area as necessary so that COC Representative Concentrations can be calculated and Risk-Based Target Levels (RBTLs) assessed.

**EXHIBIT B**

**Section 1 - LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

a. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

b. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 2 - NO INTERFERENCE WITH RAILROAD'S OPERATION.**

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad, its lessees, licensees or others, unless specifically permitted under this Agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

**Section 3 - PERMITS.**

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this Agreement.

**Section 4 - MECHANIC'S LIENS.**

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

**Section 5 - FIBER OPTIC CABLE SYSTEMS.**

In addition to other indemnity provisions in this Agreement, the Licensee shall indemnify and hold the Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of the Licensee, its contractor, agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Licensee shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential

damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6 - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost or charge, including without limitation attorneys' fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

**Section 7 - SAFETY INSTRUCTIONS.**

Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work pursuant to this Agreement. As reinforcement and in furtherance of overall safety measures to be observed by the Licensee (and not by way of limitation), the following special safety rules shall be followed:

a. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. The Licensee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work by an employee.

b. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Licensee shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations or Railroad officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

(1) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subcontractor's company logo or name.



(2) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and

(3) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

c. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices. If in the opinion of the Railroad Representative any of Licensee's or any of its subcontractors' equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.

**Section 8 - INDEMNITY.**

a. As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (i) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (ii) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

b. As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this Agreement, a breach of the Agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this Agreement; regardless of whether caused solely or contributed to in part by the negligence or fault of the Railroad.

c. Any liability of either party hereunder to one of its employees under any Workers' Compensation Act or the Federal Employers' Liability Act shall not be questioned or in any way challenged by the other party, nor shall any jury or court findings, resulting from any employee's suit against either party pursuant to any such Act(s), be relied upon or used by either party in any attempt to assert common law liability against the other.

**Section 9 - RESTORATION OF PROPERTY.**

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

**Section 10 - WAIVER OF BREACH.**

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any remedy for any subsequent breach thereof.

**Section 11 - ASSIGNMENT - SUBCONTRACTING.**

The Licensee shall not assign, sublet or subcontract this Agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this Agreement.

## EXHIBIT C

Union Pacific Railroad  
Contract Insurance Requirements

## Right of Entry Agreement

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$2,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance: Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. Pollution Liability insurance.** Pollution Liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Licensee must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **Other Requirements**

**G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed..

**I.** Licensee waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Licensee required by this agreement.

**J.** Prior to commencing the work, Licensee shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

**L.** The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**M. SELF-INSURANCE BY CONTRACTOR.** "CONTRACTOR is allowed to retain (self-insure) in whole or in part any insurance obligation under this Agreement. Any retention shall be

for the account of CONTRACTOR. If CONTRACTOR elects to retain (self-insure) any insurance required by this Agreement CONTRACTOR agrees that it shall provide Railroad with the same coverage that would have been provided to it by the required commercial insurance forms had CONTRACTOR obtained commercial insurance. For all coverage not retained (self-insured) CONTRACTOR shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement. For all coverage retained, self-insured, CONTRACTOR shall provide a letter stating that through its risk management programs it retains the balance of its insurance obligation under this agreement and that this letter is provided in lieu of a Certificate of Insurance."

**SUBMITTING REQUESTS FOR  
RAILROAD PROTECTIVE LIABILITY INSURANCE**  
(\$2,000,000 per occurrence/\$6,000,000 aggregate)

Application forms for inclusion in Union Pacific Railroad's Blanket Railroad Protective Liability Insurance Policy may be obtained by accessing the following website (includes premiums as well):

[www.uprr.com/reus/rrinsure/index.shtml](http://www.uprr.com/reus/rrinsure/index.shtml)

If you have questions regarding railroad protective liability insurance (i.e. premium quotes, application) please contact the Marsh USA Service Team, Bill Smith or Cindy Long at:

Phone: (800) 729-7001

Fax: (816) 556-4362

Email: [william.j.smith@marsh.com](mailto:william.j.smith@marsh.com)

Email: [cindy.long@marsh.com](mailto:cindy.long@marsh.com)

\*PLEASE NOTE - The RPLI application and premium check should be sent directly to Marsh, USA at the address shown below - do NOT send your check and application via overnight air, as the P.O. Box will NOT accept overnight deliveries.

If you are in a situation where you require a RUSH, please contact Bill Smith or Cindy Long and they will do their best to accommodate your needs. All checks written to Marsh, USA should reference Union Pacific Railroad in the "Memo" section of the check.

Send Checks and Applications to the following "NEW" address:

Marsh USA  
NW 8622  
PO Box 1450  
Minneapolis, MN 55485-8622