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Muscatine IA 52761-5040
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Public Works

City Transit
263-8152

MEMORANDUM

Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering

To: Brian Stineman, Public Works Director
FROM: Jim Edgmond, City Engineer
DATE: March. 13, 2018
RE: Phase 1 ESA and Asbestos Inspection and Abatement Proposal

INTRODUCTION:

The City is currently in final negotiations for the two properties at 507 and 515 East 2nd Street. As part of this the two adjacent properties need a phase 1 Environmental Site Assessment and evaluation for asbestos. Impact 7G was requested to provide a proposal for this work due to their extensive experience with this project and the defederalization of this intersection. A fee has been negotiated with them for the work. This fee is \$15,800.00.

BACKGROUND:

The city requested Impact 7G submit a proposal for this work and negotiated a fee acceptable to the city. This was done because time of this scheduled construction is on a very aggressive schedule and the city cannot afford to have any days slip by. Impact 7G was selected because of their commitment to get the work done as quickly as possible.

RECOMMENDATION/RATIONALE:

Recommend city council accept and approve this proposal so a purchase order can be issued for the work.. The amount of this purchase order is \$15,800.00.

BACKUP INFORMATION:

1. Impact 7G Proposal



Supplemental Professional Services Agreement

Project:	Muscatine, 2 nd & Mulberry Reconstruction, Property Right-of-Way (ROW) Phase I Environmental Site Assessments, Asbestos Containing Material Inspections, and Abatement and Demolition Specifications: 507 2nd St. East and 515 2nd St. East	Location:	Muscatine, Iowa
		Date:	03/09/2018

Client:	City of Muscatine
Contact:	Jim Edgmond, City Engineer
Address:	1459 Washington Street
City/State/Zip:	Muscatine, IA 52761
Phone:	(563) 260-5724

This SUPPLEMENTAL AGREEMENT amends the AGREEMENT made the 19th of January 2017, amended 29th day of August 2017 and 2nd of February 2018, by and between the service provider, Impact7G, Inc. ("Provider"), and the Client, City of Muscatine ("Client.");

WHEREAS, the Client intends to engage the services of Impact7G to complete a Phase I Environmental Site Assessment (ESA) and Asbestos Containing Material (ACM) Inspections, and an Abatement and Demolition Bid Package for the properties identified as;

1. 507 2nd Street East
2. 515 2nd Street East

WHEREAS, this SUPPLEMENTAL AGREEMENT applies to non-federal aid intersection improvements within the Mississippi Drive Corridor;

WHEREAS, the Provider agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. Project

Impact7G agrees to complete one area-wide Phase I ESA for the properties identified as 507 2nd St. East and 515 2nd St. East, Muscatine, Iowa. For these same properties, Impact7G agrees to complete a ACM survey for each property compliant with state and federal regulations. In addition, Impact7G will prepare one abatement and demolition bid package that includes both properties.

2. Scope of Services

Area Wide Phase I ESA (Two Properties)

Impact7G uses standard methods to research the environmental condition of properties, coupled with professional judgment on research needs to meet the guidelines outlined in the American Society for Testing and Materials (ASTM) E1527-13, *Standard Practice for Environmental Site Assessments* coupled with EPA's *Rule: Standards and Practices for All Appropriate Inquiries (AAI)*. The initial part of the Phase I ESA will be a document review of each property to determine the site history. Documents reviewed will include previous ESAs, DNR records, land use and zoning information, aerial photographs, Sanborn



maps, city directory, plat maps, index of deeds data, and abstracts of title, if available. Reports will also be ordered from a federal and state database "records review" information provider. These reports will provide an up-to-date regulatory status of the site and map risk sites within the ASTM search distance parameters.

Where available, interviews will be conducted with the Fire Marshall, City and/or county health department officials, and property owners to compile information regarding past and current environmental conditions. A visit will be made to the subject properties to investigate the following, as required:

- Location of any known aboveground or underground fuel or bulk chemical storage tanks.
- On-site waste disposal practices.
- Evidence of unreported or unpermitted activities that are presently covered under local, state, or federal regulations.
- Location and description of existing structures.
- Photographs of selected areas.
- Use and management of hazardous and petroleum material.
- On-site presence of PCB-containing equipment.
- Location of buried septic systems, cesspool, evaporation pond, or other waste treatment units.
- Location of existing monitoring wells, drinking water wells, stock wells, and irrigation wells.
- Evidence of vegetative distress, soil discoloration, surface subsidence, or other environmental damage, if seasonal conditions permit such observations.
- Conduct an inspection of surrounding area.
- Identify possible sampling/analytical needs for Phase II assessment.

ACM Survey

Impact7G will review existing inspection reports, if available, for the existing structure and develop a sampling strategy for the subject properties. A State of Iowa licensed asbestos inspector will perform the surveys by collecting samples of all suspect materials. The sampling strategies will be consistent with appropriate OSHA Regulation 1926.1101 and 40 CFR Part 61 – National emission Standards for Hazardous Air Pollutants. The samples collected will be analyzed by a certified laboratory, for asbestos content via the polarized light microscopy method.

Sampling each structure will consist of developing a survey protocol, determining what materials will be sampled, what materials will be presumed/assumed (if any), identifying all homogeneous spaces within the structure and quantification of all asbestos containing materials. All associated field notes, chain of custody forms, and sample identification will be checked for accuracy and completeness and documented by the Impact7G Project Manager. It will also be the role of the Project Manager to inspect the data and provide final review and approval to ensure that it meets industry standard sampling requirements.

As this survey will include samples of the roof and roofing components (unless otherwise directed), Impact7G makes no guarantee of the integrity of the roofs following sampling procedures. Impact7G will patch all roof samples with roofing compound to best of our abilities. Impact7G recommends having a certified roofing contractor inspect all sample locations as a result of the survey if the structure is not scheduled for demolition.

The final reports will consist of laboratory results and sample locations. As these surveys are critical for the future steps in the abatement and demolition processes, Impact7G will place extra emphasis on providing a clear, concise and technically accurate report to the Client.

Abatement and Demolition Plans, Specifications and Contract Documents

- A. Project Design - Preparation of Plans, Specifications and Contract Documents
- B. Bidding and Contract Award

A. Project Design – Prepare Plans, Specifications & Contract Documents

Impact7G will prepare bid documents, including plans, specifications and contract documents for the abatement (if needed) and demolition of the two properties. Impact7G will require bidder must be qualified by experience, have adequate bonding capability, and have required insurance to be considered for the work. Impact7G will send out a "notice of project" to reputable bidders located throughout the region.

Included in the *Bid Documents (Project Manual)* will be:

1. Project Manual Information.
2. Engineers Certification.
3. Notice of Public Hearing.
4. Notice to Bidders.
5. Instructions to Bidders.
6. Supplemental Instructions to Bidders, if necessary.
7. Bid Form.
8. Bid Bond.
9. Tax Exempt Certificate.
10. Non-collusion Affidavit of Prime Bidder & Subcontractor.
11. Subcontractor Information.
12. Statement of Bidder(s) Qualifications.
13. Notice of Award.
14. Form of Contract.
15. Performance and Maintenance Bond.
16. Payment Bond.
17. Notice to Proceed.

Included in the *Detailed Plans and Specifications* will be:

1. Site and related layout drawings illustrating the locations to be included in the project.
2. Specifications for the abatement (if needed) and demolition work.
3. Photographic supplements as needed.
4. Provisions for base bid of work.
5. Contractor(s)' qualification and/or certification requirements.
6. Procedures for utilities terminations.
7. Clean-up & Disposal requirements.
8. Requirements for Contractor(s)' final documentation.

B. Bidding and Contract Award

Impact7G will assist the CLIENT in the solicitation and evaluation of bids and award of contract(s) for the abatement and demolition work should the CLIENT accept a bid. CLIENT will reserve the right to reject any or all bids. Sub components of this phase include:

1. Making available up to 20 electronic version pdf copies of the final plans, specifications and contract documents for distribution to prospective contractors and sub-contractors.
2. Responding to prospective bidders' questions, and preparing and distributing required addenda to the plans, specifications and contract documents.

3. Preparing information for and conducting a pre-bid meeting and site tour to clarify bidding procedures, and to answer technical questions posed by prospective bidders.
 4. Assisting the CLIENT in reviewing contractors'/sub-contractors' certification, qualification, evaluating the bids, and making a recommendation to the CLIENT regarding the award of contract.
 5. Assisting with the final contract documents for execution by the CLIENT and the successful bidder.
3. **Provider Responsibilities.** Impact7G hereby agrees to:
- (i) Provide the professional services as set forth in this Agreement; and
 - (i) Perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.
 - (ii) Perform project management and coordination tasks.
4. **Client Responsibilities.** Client hereby agrees to:
- (i) Provide a knowledgeable representative of the project area;
 - (ii) Serve as Professional Engineer of record for the plans and specifications;
 - (iii) Remove all hazardous materials from structures prior to demolition;
 - (iv) Provide access to the information related to the proposed project;
 - (v) Provide copies of any previously-completed reports; and
 - (vi) Provide or facilitate access to the structure.
5. **Exclusions.** The following services are excluded from this Scope of Service:
Preliminary or Final Engineering Design;
- (i) Legal review and legal advice;
 - (ii) Provide means or methods for site work;
6. **Schedule.** Project fieldwork and data acquisition can begin upon receiving a notice to proceed. Prior to documentation, Impact7G staff will arrange for access to the interior of the structures with the current property owners. We anticipate that the Phase I ESA and Asbestos Inspections can be completed within 30 days following the respective site visit for each property.
7. **Project Cost, Payment and Termination.** Impact7G will provide services as specified in Section 2, Scope of Services. The Client shall pay Impact7G per Impact7G's hourly rate schedule (Exhibit 2) on a cost-plus basis with an estimated fee of fifteen thousand eight hundred dollars (\$15,800) based on the estimates for the following requested tasks:
- | | |
|---|---------------------------|
| 1. Area Wide Phase I ESA: | \$5,000.00 |
| 2. ACM Inspection 507 2 nd St East: | \$1,500.00 |
| 3. ACM Inspection 515 2 nd St. East: | \$1,500.00 |
| 4. One Asbestos Abatement and Demolition Bid Package: | \$7,800.00 |
| | Total: \$15,800.00 |

The total project cost associated with the original Agreements for (\$65,340.00) and this Supplemental Agreement (\$15,800) is eighty thousand, one hundred forty dollars (\$81,140.00).

Invoices for Impact7G's services will be submitted monthly. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, Impact7G may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services.

Any retainer amounts shall be credited on the final invoice. Accounts that remain unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, Impact7G may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

8. **Work Product.** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by Impact7G as instruments of service shall remain the property of Impact7G.

All project documents including, but not limited to, environmental reports, maps, and documentation furnished by Impact7G under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by Impact7G, shall be at the Client's sole risk, and Client shall defend, indemnify and hold harmless Impact7G from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by Impact7G, and Impact7G makes no warranties, either express or implied, of merchantability and fitness for any purpose. In no event shall Impact7G be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, Impact7G reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. Client shall retain copies of the work performed by Impact7G in electronic form only for information and use by Client for the specific purpose for which Impact7G was engaged. Said material shall not be used by Client or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by Impact7G without Impact7G's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at Client's sole risk. Furthermore, the Client agrees to defend, indemnify, and hold Impact7G harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

8. **Project Site.** The Client agrees that it shall be solely responsible for job site safety and warrants that this intent shall be made evident in the Client's agreements with any third parties. For these same type of projects, the Client also agrees that Impact7G and Impact7G's consultants shall be indemnified and shall be made additional insureds on the Client's general liability policies on a primary and non-contributory basis.

9. **Claims and Disputes.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Impact7G. Impact7G's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Impact7G because of this Agreement or the performance or nonperformance of services hereunder. The Client and Impact7G agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Impact7G unless the Client has first provided Impact7G with a written certification executed by an independent professional currently practicing in the same discipline as Impact7G and licensed in the State in which the claim arises.

10. **Limited Liability.** The Client agrees, to the fullest extent permitted by law, to limit the liability of Impact7G and Impact7G's officers, directors, partners, employees, shareholders, owners and

subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Impact7G and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11. **Mediation.** In an effort to resolve any conflicts that arise during the planning, design or implementation of the project or following the completion of the project, the Client and Impact7G agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Impact7G further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

12. **Attorneys' Fees.** If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

13. **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Iowa.

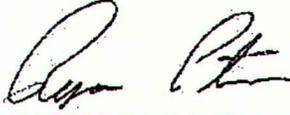
14. **Assignment.** Neither the Agreement nor any of the rights or obligations arising under the Agreement may be assigned without prior written consent.

This agreement is approved and accepted by the Client and Impact7G upon both parties signing and dating the agreement. The effective date of the agreement shall be the last date entered below.

City of Muscatine, IA

IMPACT7G, Inc.

Accepted
by: _____

President:  _____

Printed/
Typed
Name: _____

Printed/
Typed Name: Ryan Peterson

Title: _____

Date: 03-09-2018

Date: _____

Exhibit 1



2018 Billing Rate Schedule

<u>Professional Title</u>	<u>Rate</u>
Principal	\$145
Senior Project Manager	\$125
Project Manager	\$110
Drilling Services Manager	\$100
Environmental Specialist II	\$85
Environmental Specialist I	\$70
GIS Technician	\$75
Drilling Technician	\$70
Field Technician	\$55
Intern	\$50
Training Coordinator	\$85
Office Manager	\$70
Administrative	\$45
Certified Industrial Hygienist	\$150

Reimbursable Expenses

1. All materials and supplies used in the performance of work will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard IRS mileage reimbursement rate.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 15%.