



Division of Public Works .
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689
Fax: (563) 263-9689

MEMORANDUM

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: David Popp, Solid Waste Manager

Date: July 16, 2018

Re: proposal # 185458 From Barker Lemar Engineering Consultants.

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

Introduction:

The City of Muscatine owns and operates the Muscatine County Sanitary Landfill. The City and Barker Lemar have installed five new wells at the Landfill in April and May of 2018. These wells were installed under the direction of the Iowa DNR to provide additional monitoring of ground water at the landfill.

Background:

The Iowa DNR requires that the five new monitoring wells be sampled five times in the first year of installation, two of these will be during the annual spring and fall sampling normally performed on all of the wells. Three additional sampling trips will need to be made on the new wells. In addition, low flow sampling apparatuses will need to be installed in each of the new wells.

Recommendation/Rationale:

Staff recommends that the council approve proposal # 185458 from Barker Lemar Engineer Consultants for the estimated total of \$6,058.10 for the low-flow installation and ground water sampling quote. This expense will be taken out of the FY19 landfill operating budget.

June 11, 2018

Dave Popp, Solid Waste Manager
Muscatine County Area Solid Waste Agency
1000 S. Houser St.
Muscatine, IA 52761

**Re: Background Sampling
Muscatine County Sanitary Landfill
Permit No. 70-SDP-02-75P
Proposal No. 185458**

Dear Dave:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) appreciates the opportunity to provide consulting services to the Muscatine County Solid Waste Agency (Client) for the Muscatine County Sanitary Landfill (Landfill).

1.0 PROJECT UNDERSTANDING

Three bedrock monitoring wells and two shallow monitoring wells were installed in April and May 2018 as required in Iowa Department of Natural Resources (DNR) correspondence dated April 21, 2016 (Doc No. 86038). Two of newly installed wells will be utilized as background monitoring wells and are required to have five samples collected in the first year following installation. Background sampling for the two background wells is included in this proposal. Additionally, low-flow sampling apparatuses will need to be installed in each of the five new monitoring wells.

2.0 SCOPE OF SERVICES

Based on the above information, BARKER LEMAR proposes the following scope of services by task:

1. Low-Flow Installation
2. Background Sampling

Each task is further detailed below.

Task 1 –Low-Flow Equipment Installation

BARKER LEMAR staff will perform the following subtasks:

- Mobilize to site including mileage, travel time, and expenses to install low-flow sampling apparatuses.
- Low-flow sampling apparatuses need to be installed in the five new monitoring wells prior to the 2nd 2018 semi-annual sampling event. Based on groundwater elevations measured in the wells, it is likely that well tubing to accommodate groundwater sampling via peristaltic pump will be installed in monitoring wells MW-47, MW-50BG, and MW-51 and dedicated submersible pumps will be required for monitoring wells MW-48 and MW-49BG.

Note: The fee for this task is estimated based on recent groundwater levels taken by EB Solutions staff during well development activities. The actual fee invoiced to the Client will be based on the groundwater level at the time of installation in accordance with the fee schedule included in Attachment A.

Modifications will not be performed on wells determined to be dry at the time of performing this work. Low-flow equipment may be required to be installed at a later date if well conditions change.

Task 2 – Background Sampling

BARKER LEMAR staff will perform the following subtasks:

- Mobilize to site including mileage, travel time, expenses, and field services administrations for three (3) events (background sampling will be completed during other mobilizations (semi-annual groundwater sampling) to the Landfill for two (2) of the five (5) required background sampling events).
- Two (2) monitoring wells (MW-49BG and MW-50BG) will be sampled for Appendix I parameters three (3) times, in addition to the semi-annual sampling events.

Please note that there will be additional analytical costs associated with this sampling. The Landfill will be billed by the laboratory directly for these fees.

3.0 LIMITATIONS

Services not set forth in Section 2.0, Scope of Services, are excluded from this proposal. BARKER LEMAR has no responsibility to perform such excluded services and has no liability associated with the non-performance of such services.

4.0 SCHEDULE

BARKER LEMAR will begin these services upon receiving the signed Confirmation of Notice to Proceed, or the Client's verbal authorization followed by the signed Notice to Proceed. Barring circumstances beyond BARKER LEMAR's control, BARKER LEMAR anticipates completing the scope of services no later than June 30, 2019.

5.0 COMPENSATION

The fees for the proposed scope of services are shown in the Table 1 are valid for 60 days following the date of this proposal. Although fees are shown by task, the compensation for individual tasks are not independent of each other, and elimination of any task or part of a task shall justify a review and potential adjustment of the compensation for the remaining scope of services. Our invoices will be submitted monthly and will reflect the percentage complete of each task for lump sum items, actual quantities for unit priced items, and actual labor and expense for other items as of the date of the invoice.

**Table 1
Cost Estimate**

Task Number	Scope of Services Task	Unit Price	Unit	Fee
Task 1	Low Flow Installation⁽¹⁾			
	Mobilization and Expenses	\$920/Event	1	\$920
	Dedicated Submersible Pump (50')	\$200/Pump	1	\$200
	Dedicated Submersible Pump (90')	\$325/Pump	1	\$325
	Submersible Pump Well Tubing	\$0.30/Foot	192	\$57.60
	Peristaltic Well Tubing	\$0.25/Foot	98	\$24.50
	Wellhead Assembly and Identification Tags	\$65/Well	5	\$325
	Task 1 Total			1,852.10
Task 2	Background Sampling			
	Mobilization and Expenses	\$920/Event	3	\$2,760
	Background Sampling	\$482/Event	3	\$1,446
	Task 2 Total			\$4,206
Total				\$6,058.10

Notes:

(1) Task 1 will be billed based on actual quantities installed.

Payment terms are as described in the attached Terms and Conditions. Should conditions be encountered that require a change in the scope of services, compensation, or schedule, BARKER LEMAR will contact Client and proceed only with Client authorization and a signed contract.

6.0 CONDITIONS

Items to be provided by Client include access to information pertinent to the reviews and reports discussed herein. The scope of services in this proposal is based on the assumption that the permit-related information is currently available. We have enclosed our Terms and Conditions that should be considered part of this proposal.

CONFIRMATION OF NOTICE TO PROCEED

Proposal No. 185458

The above proposal and attached Terms and Conditions are understood and accepted.

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) agrees to perform and complete the following Scope of Services for the Client at its facility located near Muscatine, Iowa.

The scope of services is described as low-flow installation and groundwater sampling and will include other technical and/or administrative services as outlined in this proposal.

BARKER LEMAR agrees to perform the above scope of services for an estimated total compensation of \$6,058.10. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal.

If this proposal meets with your approval, sign two originals of this Confirmation of Notice to Proceed, retain one original for Client files, and return one original or copy via email, fax to 515.256.0572, or U.S. mail to BARKER LEMAR ENGINEERING CONSULTANTS, 1801 Industrial Circle, West Des Moines, IA 50265.

If you have questions regarding any of the information above, please contact one of the authorized signers below at 515.256.8814, or 800.707.4248.

FOR: BARKER LEMAR ENGINEERING CONSULTANTS

FOR: CITY OF MUSCATINE



Leah Calvert, PG
Professional Geologist
Date: 06/11/18
Email: lcalvert@barkerlemar.com

Diana L. Broderson
dbroderson@muscatineiowa.gov
Date:



Dan Jensen
Project Engineer
Date: 06/11/2018
Email: djensen@barkerlemar.com

Copies: e-delivery
File

P:\2018 Proposals\MCSWA\Drilling Observation\185458 Background Sampling.docx

ATTACHMENT A

Table A
Fiscal Year 2018 Groundwater Monitoring Fee Schedule

Item	Unit	Price
Field services administration	Per mob	\$ 240.00
Mobilization	Round trip	\$ 605.00
Daily Per Diem	Each	\$ 25.00
Overnight Perdiem	Each	\$ 125.00
Sample collection	Per point	\$ 100.00
Sample collection with non-dedicated submersible pump (Add'tl)	Per point	\$ 50.00
Sample collection (duplicate)	Per point	\$ 16.25
Dissolved Oxygen/ORP	Per measurement	\$ 15.00
Water level measurements	Per well	\$ 25.00
Leachate level measurements	Per point	\$ 25.00
Methane monitoring	Per point	\$ 15.00
Dedicated Submersible Pump (Up to 50')	Each	\$ 200.00
Dedicated Submersible Pump (Up to 90')	Each	\$ 325.00
Dedicated Submersible Pump (Up to 100')	Each	\$ 510.00
Dedicated Submersible Pump (Up to 130')	Each	\$ 570.00
Submersible Pump Well Tubing	Per foot	\$ 0.30
Peristaltic Pump Well Tubing	Per foot	\$ 0.25
Wellhead Assembly	Each	\$ 50.00
Disposable bailer	Each	\$ 10.00
Disposable filter	Each	\$ 15.00
Packing Ice	Per point	\$ 1.00
Well Identification Tags	Per point	\$ 15.00
Peristaltic Pump and Sample Collection Controls & Appurtenances	Per day	\$ 50.00
Water level indicator	Per day	\$ 30.00
Leachate level indicator	Per day	\$ 30.00
pH/temperature/conductivity meter	Per day	\$ 30.00
Methane meter	Per day	\$ 30.00
All terrain vehicle	Per day	\$ 30.00
Well padlock	Each	\$ 28.75

TERMS AND CONDITIONS

PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of 1 1/2% per month. If 1 1/2% per month exceeds the maximum allowed by law; the charge shall automatically be reduced to the maximum legally allowable. In the event the Client requests termination of the services prior to completion, a termination charge in an amount not to exceed 30% of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Barker, Lemar & Associates, Inc., be made. If during the execution of the services, Barker, Lemar & Associates, Inc., is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable. Client is responsible for all cost of the collection of unpaid accounts, including reasonable attorney fees.

INSURANCE

Barker, Lemar & Associates, Inc. maintains Workers' Compensation and Employers Liability Insurance in conformance with applicable state law. In addition, we maintain Commercial General Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000 and Automobile Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage, which contains a clause providing that 10 days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Barker, Lemar & Associates, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Barker, Lemar & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the applicable insurance coverage available at the time of settlement or judgment. 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.

Client agrees that Barker, Lemar & Associates, Inc.'s liability for any damage on account of any error, omission, or other professional negligence by Barker, Lemar & Associates, Inc. will be limited to a sum not to exceed \$50,000 or the amount presently due Barker, Lemar & Associates, Inc. for services rendered hereunder, whichever is greater.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Barker, Lemar & Associates, Inc., their respective officers, directors, partners, employees, contractor or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. The mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Barker, Lemar & Associates, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project. Barker, Lemar & Associates, Inc. is not liable for consequential damages.

Barker, Lemar & Associates, Inc. shall not be responsible for any acts or omissions of the Contractor, any sub contractor, any entity performing any portions of the Work or any agents or employees of any of them. Barker, Lemar & Associates, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

POLLUTION CLAIMS

Client hereby understands and agrees that Barker, Lemar & Associates, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Barker, Lemar & Associates, Inc. has been retained to provide professional engineering services. Barker, Lemar & Associates, Inc.'s total liability to Client resulting from any release or threatened release of any hazardous waste, substance, pollutant or contaminant, whether or not directly or indirectly generated by Barker, Lemar & Associates, Inc.'s performance of the work hereunder (including any injury to persons or property or death resulting there from), shall not exceed the amount due Barker, Lemar & Associates, Inc. for services rendered hereunder. This limitation applies to all liabilities, including indemnification liabilities, whether based on contract, tort (including negligence), and strict liability or otherwise. This limitation of liability does not in any way limit or affect Client's obligations to indemnify and hold Barker, Lemar & Associates, Inc., its owners, officers, directors, and employees harmless. This limitation of liability shall not apply to the extent it is held that the loss or damage arose from Barker, Lemar & Associates, Inc.'s gross negligence or intentional misconduct. In addition, Client agrees to limit Barker, Lemar & Associates, Inc.'s liability to the same extent that Client's liability is limited pursuant to its contract with its client (if one exists).

DOCUMENTS

Barker, Lemar & Associates, Inc.'s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. Barker, Lemar & Associates, Inc. makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Barker, Lemar & Associates, Inc. under this Agreement. In no event shall Barker, Lemar & Associates, Inc., its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

STANDARD OF CARE

In providing services under this Agreement, Barker, Lemar & Associates, Inc. shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same or similar locality. Barker, Lemar & Associates, Inc. makes no warranty, express or implied, as to its professional services rendered under this Agreement.

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry on the property for Barker, Lemar & Associates Inc. to make the planned borings, surveys, tests, and/or explorations. Barker, Lemar & Associates Inc. will take reasonable precautions to limit damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage that may result. If Client desires Barker, Lemar & Associates Inc. to restore the property to its former condition, we will accomplish this, to the extent reasonably possible, and add the cost to the proposed fee.

SITE VISITS

Barker, Lemar & Associates, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Barker, Lemar & Associates, Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Barker, Lemar & Associates, Inc.'s work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Barker, Lemar & Associates, Inc. shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.

If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by Barker, Lemar & Associates, Inc. as Additional Services in accordance with the terms of this Agreement.

Barker, Lemar & Associates, Inc. shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected neither by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

SAMPLING OR TESTING OF LOCATION

The fees do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests, unless otherwise specifically agreed to by the parties. Field test or boring locations described in Barker, Lemar & Associates, Inc.'s report contemplated by these Terms and Conditions or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the reports contemplated by these Terms and Conditions.

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Barker, Lemar & Associates, Inc. may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Barker, Lemar & Associates, Inc. shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

SAMPLE DISPOSAL AGREEMENT

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests unless otherwise regulatory required. Upon written request, Barker, Lemar & Associates, Inc. will retain test specimens or drilling samples for mutually acceptable storage charge and period of time.

DAMAGE TO EXISTING MAN-MADE OBJECTS

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects and underground utilities relative to field tests or boring locations. Barker, Lemar & Associates, Inc.'s field personnel are trained to recognize clearly identifiable stakes or markings in the field and without special written instruction to initiate field testing drilling and/or sampling within a reasonable distance of each designated location. If Barker, Lemar & Associates, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or over ground obstructions, such as utilities, Barker, Lemar & Associates, Inc. will give special instructions to its field personnel. As evidenced by Client's acceptance of this proposal, Client agrees to indemnify and save harmless from all claims, suits, losses, personal injuries, death, and property liability resulting from unusual subsurface conditions or damages to subsurface structures, including utility lines, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and, exact locations were not revealed to Barker, Lemar, & Associates, Inc. in writing, and to reimburse Barker, Lemar & Associates, Inc. for expenses in connection with any such claims or suits, including reasonable attorney fees.

DISPOSAL

Barker, Lemar & Associates, Inc. is not, and has no authority to act as, a handler, generator, operator, treated, storer, transporter or disposer of hazardous waste, substances, pollutants or contaminants found or identified at the site. Barker, Lemar & Associates, Inc. shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind, which are directly or indirectly generated from Barker, Lemar & Associates, Inc.'s performance of the work in accordance with these Terms and Conditions. Client shall be responsible for the disposal of any such waste materials.

SAFETY

Should Barker, Lemar & Associates, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that in accordance with generally-accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Barker, Lemar & Associates, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

CONSTRUCTION COST OPINIONS

Opinions of probable cost for the facilities considered and designed under this Agreement are prepared by Barker, Lemar & Associates, Inc. through exercise of its experience and judgment in applying presently available cost data, but it is recognized that Barker, Lemar & Associates, Inc. has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that Barker, Lemar & Associates, Inc. cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from Barker, Lemar & Associates, Inc.'s opinion of probable construction costs.

OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by Barker, Lemar & Associates, Inc., are instruments of service pursuant to these Terms and Conditions and shall be the sole property of Barker, Lemar & Associates, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned to Barker, Lemar & Associates Inc. upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by Barker, Lemar & Associates Inc., pursuant to these Terms and Conditions, be used at any location or for any project not expressly provided for in these Terms and Conditions without the written permission of Barker, Lemar & Associates, Inc. At the request and expense of Client, Barker, Lemar & Associates, Inc. will provide Client with copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by these Terms and Conditions.

SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties of this Agreement.

SEVERABILITY

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

WAIVER

Barker, Lemar & Associates, Inc.'s waiver of any term, condition, or breach of any term, condition, covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

GOVERNING LAW

These Terms and Conditions shall be governed in all respects by the laws of the State of Iowa. Any litigation to be filed by either party to the contract shall be filed in Polk County, Iowa District Court or Federal Court for the Southern District of Iowa.

ENTIRE AGREEMENT

This Agreement, and its attachments, contains the entire understanding between Owner and Barker, Lemar & Associates, Inc. relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.