



1459 Washington St.
Muscatine, IA 52761-5040
(563) 263-8933
Fax (563) 263-2127

Public Works

**City Transit
263-8152**

MEMORANDUM

**Equipment Maintenance
Roadway Maintenance
Collection & Drainage
Building & Grounds
Engineering**

To: Brian Stineman, Public Works Director

CC: Greg Jenkins, Interim City Administrator
Nancy Lueck, Finance Director

FROM: Jim Edgmond, City Engineer

DATE: April 20, 2020

RE: Old DOT site on Lake Park Blvd, removal of underground storage tank

INTRODUCTION:

The City purchased the old DOT site on Lark Park Blvd complete with a 20,000-gallon underground fuel tank. Because the City already has a fuel dispensing location and to avoid future monitoring and maintenance costs the decision was made to remove this underground tank. The City with our consultant Impact 7G were able to procure DNR money from the Iowa Underground Storage Tank Fund (IUSTF). See attached letter dated April 17, 2020.

BACKGROUND:

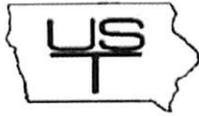
Impact 7G will provide the turnkey services to remove the tank, place a monitoring well and properly document the removal for an estimated \$19,697.00. The DNR has approved to cover the removal costs up to the statutory maximum of \$15,000.00. The City has already issued a PO for \$500.00 to cover the consultant time to put the application together. The total out of pocket expenses for this tank removal will be \$4,697.00 when the City is reimbursed by DNR.

RECOMMENDATION/RATIONALE:

Staff recommends that the City Council approve issuance of a purchase order to Impact 7G for \$19,697.00 minus the previous \$500 as a not-to-exceed amount of \$19,197.00 for the permitting, removal and monitoring of this tank removal project.

BACKUP INFORMATION:

1. DNR April 17, 2020 letter.
2. Impact 7G proposal



IOWA UNDERGROUND STORAGE TANK FUND

15046 \$500

Douglas M. Beech, *Chairperson*

James R. Gastineau, *Administrator*

Board Members:

Michael L. Fitzgerald
Timothy L. Gartin

Joseph D. Barry
Dawn M. Carlson

Jeff. W. Robinson
Patricia J. Beck

Karen E. Andeweg
N. Kurt Mumm

Kayla Lyon

APRIL 17, 2020

EMAIL DELIVERY ONLY

JIM EDMOND (JEDGMOND@MUSCATINEIOWA.GOV)

CITY OF MUSCATINE
1459 WASHINGTON STREET
MUSCATINE IA 52761

RE: Iowa Comprehensive Petroleum Underground Storage Tank Fund Claim
Location: City of Muscatine, 417 Lake Park Blvd., Muscatine
Iowa DNR Registration # 198609276 Claim # TBD

Dear Mr. Edmond:

We received a UST Closure Claim form from your office and a proposal from Impact 7G with tank removal costs in regard to the referenced site. The proposal provides a budget for the permanent closure of one 10,000 gallon underground storage tank and the environmental work to be performed following the tank closure. We will approve the budget for costs up to the statutory maximum of \$15,000.00.

To process a reimbursement request, we will need the following information:

- 1) The full tank closure report.
- 2) Invoices for the tank closure.
- 3) If sub-contracted, copies of:
 - a. Excavator's invoice.
 - b. Tank cleaning contractor's invoice.
 - c. Environmental contractor's invoice

Please contact me at James.Gastineau@dnr.iowa.gov if you have any questions or need assistance. Please note, the letter will be emailed to the claimant and to the groundwater professional due to the COVID19 events.

Sincerely,
IOWA UST FUND

James Gastineau

C: Megan Down, Impact 7G (mdown@impact7g.com)
DNR UST Section

502 E 9th St, Des Moines IA 50319

Phone: 515-725-8450

Fax: 515-725-8202



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|--|
| Professional Services Agreement |
|--|

| | | | |
|-----------|------------------------------------|-------|----------|
| Project: | City of Muscatine Tank Closure | | |
| Property: | 417 Lake Park Blvd., Muscatine, IA | Date: | 4/6/2020 |

| | |
|-----------------|----------------------------|
| Client: | City of Muscatine |
| Contact: | Jim Edgmond |
| Address: | 1459 Washington Street |
| City/State/Zip: | Muscatine, IA 52761 |
| Phone: | (563) 263-8933 |
| Email: | jedgmond@muscatineiowa.gov |

AGREEMENT made this 6th day of April, 2020, by and between the service provider, Impact7G, Inc. ("Impact7G") and the City of Muscatine ("Client").

WHEREAS, the Client intends to engage the services of Impact7G to: complete tank closure activities and associated reporting for the property identified above.

WHEREAS, Impact7G agrees to provide said services pursuant to the terms of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Project**

Impact7G agrees to coordinate the removal of one (1) 10,000 gallon diesel underground storage tank (UST) and complete all associated reporting at the property located at 417 Lake Park Boulevard, in Muscatine, Iowa, in accordance with IDNR Guidance.

2. **Scope of Services**

Notification to IDNR

Notification to the Iowa Department of Natural Resources (IDNR) is required within 30 days and again within 24 hours of commencement. Impact7G will provide these notifications upon finalization of schedule.

Removal and Excavation

The scope of services includes completing all necessary permitting and environmental compliance work in conjunction with the removal and disposal of the UST and associated piping/dispenser. The removal process will include but is not limited to: removal of piping/dispenser; excavation, segregation, and stockpiling of clean soil; inerting the UST; removal, cleaning, and disposal of the UST; and disposal of contaminated fluids/sludge from the UST including wash water. Removal of all existing liquids and residues will occur prior to cleaning. Post-excavation activities will include backfilling with clean sand, compaction by

mechanical means, gravel cap, and site restoration to pre-construction conditions. Concrete replacement will not be completed for this project. The UST removal will be completed by or overseen by an Iowa Licensed UST Remover.

Soil/Groundwater Sampling & Reporting

Impact7G will provide an IDNR Certified Groundwater Professional to oversee all environmental sampling and reporting. Up to six (6) soil samples may be required beneath the UST basin depending on groundwater, as well as one (1) soil sample beneath the dispenser to meet tank closure sampling requirements. One (1) groundwater monitoring well is also required within 20 feet of the UST in the presumed down gradient location in order to collect a groundwater sample.

All soil and groundwater samples will be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) by Iowa Method OA-1 and for Total Extractable Hydrocarbons (TEH) by Iowa Method OA-2. Impact7G will prepare a UST Closure Report detailing the removal and submit it to the CLIENT and IDNR within 45 days. DNR Form 542-1306 will be utilized.

3. **Impact7G Responsibilities** Impact7G hereby agrees to:

- (i) Provide the professional services as set forth in this Agreement; and
- (ii) 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.

4. **Client Responsibilities** Client hereby agrees to:

- (i) Provide a knowledgeable representative of the Property, who will be available to coordinate all on-site work;
- (ii) Provide unrestricted access to the Property for Impact7G to perform the services; and
- (iii) Provide copies of any previously-completed reports that may be pertinent to this Project.

5. **Schedule**

The Project will commence immediately upon receipt of the executed Professional Services Agreement (PSA) from the Client.

6. **Project Cost, Payment and Termination**

The Client shall pay Impact7G the Lump Sum Cost of Nineteen Thousand, Six Hundred Ninety-Seven Dollars (\$19,697.00) for the performance of this Agreement. Direct costs such as communications, postage, routine printing and copying are not invoiced separately, but are included with the Lump Sum to streamline the accounting process and reduce overhead costs.

| Tank Pull Activities | | | | | |
|-----------------------------|--|------------|-------------|-------------------|--------------------|
| Item | Description | Qty | Unit | Unit Price | Amount |
| 1 | Mobilization, remove asphalt, excavate & dispose of tanks/lines/dispensers | 1 | LS | \$9,775.00 | \$9,775.00 |
| 2 | Clean tanks | 1 | LS | \$2,702.50 | \$2,702.50 |
| 3 | Disposal of residual tank cleaning product* | 350 | gallon | \$1.15 | \$402.50 |
| 4 | IDNR/City Notifications | 2 | hr | \$115.00 | \$230.00 |
| 5 | I7G Mobilization | 5 | hour | \$90.00 | \$450.00 |
| 6 | I7G Mileage | 316 | mile | \$1.00 | \$316.00 |
| 7 | I7G Per Diem | 1 | day | \$130.00 | \$130.00 |
| 8 | I7G Oversight | 8 | hour | \$90.00 | \$720.00 |
| 9 | Project Management | 5 | hour | \$120.00 | \$600.00 |
| 10 | Tank & Line Closure Report | 1 | LS | \$805.00 | \$805.00 |
| 11 | Soil Sampling (OA-1/OA-2)* | 7 | each | \$115.00 | \$805.00 |
| Subtotal | | | | | \$16,936.00 |

**Estimate, actual amount to be charged at invoicing*

| Monitoring Well Installation | | | | | |
|-------------------------------------|--------------------------------|------------|-------------|-------------------|--------------------|
| Item | Description | Qty | Unit | Unit Price | Amount |
| 12 | Drill Rig Mobilization | 6 | hour | \$200.00 | \$1,200.00 |
| 13 | Temp MW Installation * | 20 | ft | \$25.00 | \$500.00 |
| 14 | I7G Mobilization | 5 | hour | \$90.00 | \$450.00 |
| 15 | I7G Mileage | 316 | mile | \$1.00 | \$316.00 |
| 16 | Environmental Specialist | 2 | hr | \$90.00 | \$180.00 |
| 17 | Groundwater Sample (OA-1/OA-2) | 1 | sample | \$115.00 | \$115.00 |
| Subtotal | | | | | \$2,761.00 |
| Total | | | | | \$19,697.00 |

**Estimate, actual amount to be charged at invoicing*

Invoices for Impact7G's services will be submitted upon project completion. 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.

7. **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, plans and specifications 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 particular 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. 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 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. **Attorney's 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

Impact7G, Inc.

Accepted by: _____

Project Manager: _____

Printed/
Typed Name: _____

Printed/
Typed Name: Megan Down

Title: _____

Date: 4/6/2020

Date: _____