

MEMORANDUM

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

To: Thomas Thomas, City Manager

SUBJECT: Phase II Environmental Site Assessment

DATE: 07/18/13

We received a bid for a Phase II Environmental Site Assessment (ESA) for the proposed police station development between 12th & 13th Streets and 5th & 7th Avenues.

This bid below was found to be responsive and responsible.

CONTRACTOR	BASE PROPOSAL AMOUNT	10% CONTINGENCY	MAX. EST. TOTAL
EnviroNET, Inc	\$15,050	\$1,505	\$16,555.00

RECOMMENDATION:

That the Council accept the bid proposal from EnviroNET, Inc. to perform a Phase II Environmental Site Assessment at the rates bid and authorize and authorize the City Manager to execute the contract..

SUBMITTED BY: Thomas G. Ayers, Chief Building Official
Jeffery A. Eder, Community & Economic Development Director

APPROVED:

ACCOUNT CODES: 301-411041-53112-2724000

VENDOR NUMBER: 04713



EnviroNET, Inc.
Professional Environmental Services
1225 E. River Dr., Suite 130
Davenport, IA 52803

Phone: 563-323-2262
www.environetmidwest.com

July 5, 2013

Mr. Tom Ayers
City of Rock Island
1528 3rd Avenue
Rock Island, IL 61201

**SUBJECT: CONTRACT FOR ENVIRONMENTAL SERVICES
PHASE II ENVIRONMENTAL SITE ASSESSMENT (ESA)
PROPOSED POLICE STATION DEVELOPMENT
BETWEEN 12TH & 13TH STREETS AND 5TH & 7TH AVENUES,
ROCK ISLAND, ILLINOIS 61201**

Dear Mr. Ayers:

EnviroNET, Inc. (EnviroNET) is pleased to provide this Proposal / Contract for Professional Environmental Services for the Subject Property at the above-referenced location. One copy of a signed contract, when provided to EnviroNET, will serve as authorization to proceed with the scope of services identified below.

PROJECT BACKGROUND AND PROJECT UNDERSTANDING

The City of Rock Island (the CLIENT) desires EnviroNET to perform a Phase II ESA to determine if residual contamination identified during a Phase I Environmental Site Assessment (ESA) is detrimental to the future use of the property. The Phase I ESA, completed in June 2013, revealed *Recognized Environmental Conditions* (RECs) in connection with the Property as summarized below:

- The 501 Building and Property: Lucky Cab has occupied the northwest parcel of the Property for approximately 10 years; operations have included maintenance and repair of fleet vehicles on-site involving the use of petroleum products and other hazardous substances. The potential for subsurface to be impacted represents a REC.

- 517 Building & Property: Machining and painting operations were conducted on and off for the past six decades. The use of petroleum products and hazardous substances in such operations represents a REC due to waste management practices being unknown.
- 545 Building & Property: Activities at this address dating back to the early 1900's have included painting operations, machine shop operations, auto repair occupancy, and landscaping company occupancy. The above operations typically involve the use of petroleum products and other hazardous substances. The risk for spills, leaks, or illicit disposal of waste represents a REC.
- 603 Building & Property: Approximately twelve years of printing operations, typically involving the use of inks and solvents represents a REC due to waste management practices and the occurrence of leak and spills being unknown.
- Northeast Parcel (former Rote Machine at 1224 address): Machine shop operations were conducted from the mid to late 1900's, with a paint shop identified prior. Due to the typical use of petroleum products and other hazardous substances used in such operations, unknown waste management practices, and the risk for spills, leaks or illicit disposal, this site represents a REC.

EnviroNET understands that the Project site will be occupied by a large new building and Parking Lots on the Northeast corner of the development site. Development on other parts of the Property has not been articulated at this time.

SCOPE OF SERVICES

The City of Rock Island (the **CLIENT**) desires EnviroNET to perform a Phase II ESA to determine whether the above RECs have adversely impacted the soil and/or the groundwater at the Subject Property. EnviroNET proposes to conduct a Phase II ESA subsurface investigation including chemical analysis of the soil and groundwater to assist the CLIENT to evaluate potential environmental liability, going forward.

Laboratory results will be compared to the Illinois Environmental Protection Agency's (IEPA's) risk-based corrective action objectives for commercial/industrial land use. If results are below applicable objectives, it will be concluded that Landowner Liability Protection (LLP), as defined by CERCLA¹, would apply to prospective purchasers and Property owners going forward. Conversely, if results exceed one or more applicable objectives, delineation of the affected area(s) may be warranted to assist EnviroNET in providing the best remediation solution for our CLIENT.

BASIC SERVICES

Upon acceptance of this Proposal, EnviroNET will perform the following Basic Services:

¹ CERCLA = Comprehensive Environmental Response, Compensation, and Liability Act; the CERCLA regulations are the basis for judgments/conclusions made in Phase I and Phase II ESAs.

1. Locate & clear utilities through the J.U.L.I.E. locate service. The CLIENT will be responsible for locating private utilities that may be located in proposed drilling locations (see attached).
2. Advance six soil borings using a drill rig collecting samples for analysis at two distinct depths for a total of 12 soil samples. Utilize a photoionization detector (PID) to confirm/ascertain the appropriate depths for analytical assessment of soils if odors or observations confirm the presence of contamination.
3. Utilize a qualified laboratory for soil analysis of Volatile Organic Compounds (VOCs), Polynuclear Aromatics (PNAs), targeted metals and TCLP lead (one sample only). Please refer to the attached diagram for intended locations of borings. Derived wastes such as soil cuttings and purged groundwater will be left on site.
4. Construct six temporary groundwater monitoring wells to assess the groundwater quality and hydrogeologic characteristics. Groundwater monitoring wells will be constructed with sand packs and bentonite seals to minimize influence from surface soils, and will be finished with flush-mounted well boxes to avoid vehicular damage. Well development operations will include removal of wellbore fines to the extent practical.
5. Utilize a qualified laboratory for groundwater analysis of Volatile Organic Compounds (VOCs), Polynuclear Aromatics (PNAs), targeted metals associated with petroleum fluids, paints/inks, solvents, and metal working.
6. Abandon monitoring wells by pulling well casings and filling boreholes with a mixture of soil cuttings and bentonite. Surveying and hydraulic conductivity testing are not included in this scope of work based on EnviroNET's interpretation of the CLIENT's intentions to remediate perceived soil problems without entering the State of Illinois Site Remediation Program.
7. Prepare a report with narrative summary of the Phase II ESA. Support documents to be provided in the Appendices include well logs, maps, laboratory reports, tables of findings, discussion of soils and groundwater results in excess of commercial/ industrial standards. Two hard copies together with an electronic copy of the report will be delivered to The City of Rock Island.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall designate a contract representative and a Key Site Manager / Key Site Contact authorized to act on its behalf with respect to the Project. The representative will provide notice to tenants of the drilling activities, and request vehicles not be parked in locations noted in the attached diagram.

2. The CLIENT shall furnish all required information as necessary for the orderly progress of services. This includes, but is not limited to, marking all subsurface utilities not otherwise marked by J.U.L.I.E. representatives.
3. If the CLIENT becomes aware of any fault or defect in EnviroNET's services or non-conformance with the agreed-to scope of services, the CLIENT shall give prompt written notice thereof to EnviroNET.
4. The CLIENT shall provide access and agreements as necessary to enter upon private, public lands and structures as required for the performance of the services of EnviroNET.

SCHEDULE

EnviroNET will begin work within two weeks of receipt of written authorization to proceed, or at a separate mutually agreeable time established by the CLIENT. Turn around on sample analysis is 10 business days; for expedited turnaround, a surcharge will be added to the contract. A final report will be drafted within two weeks of receipt of laboratory results. Please advise if this schedule meets your needs.

LIMITATIONS

The CLIENT agrees to limit EnviroNET's liability to the CLIENT, due to EnviroNET's professional negligent acts, errors or omissions, such that the total aggregate liability of EnviroNET to those named shall not exceed the contractual amount of the fee paid to EnviroNET by the CLIENT under this Contract.

The CLIENT further recognizes that both insurance and legal issues are outside EnviroNET's areas of expertise.

COMPENSATION AND PAYMENT

1. For Basic Services 1 through 7 above, EnviroNET shall be compensated FIFTEEN THOUSAND FIFTY DOLLARS (\$15,050.00) on a lump sum basis.
2. Payment for EnviroNET's services shall be made within 15 days of the date of Invoice and shall not be contingent upon receipt by the CLIENT of any reimbursement funds from federal, state or local authorities, firms or individuals.
3. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by EnviroNET.
4. Prices in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

LIABILITY

The CLIENT agrees to limit EnviroNET's liability to the CLIENT, due to EnviroNET's professional negligent acts, errors or omissions, such that the total aggregate liability of EnviroNET to those named shall not exceed the contractual amount of the fee paid to EnviroNET by the CLIENT under this Contract.

We are ready to go to work for you. Please sign your acceptance in the space provided below and return one (1) copy to us for our files. This will serve as our contract for services and authorization to proceed.

ENVIRONET, INC

ENVIRONET, INC.

Jennifer Walker, EP
Project Manager

Molly E. Arp Newell, PG, CHMM
President



ACCEPTED:

By: _____
(Signature)

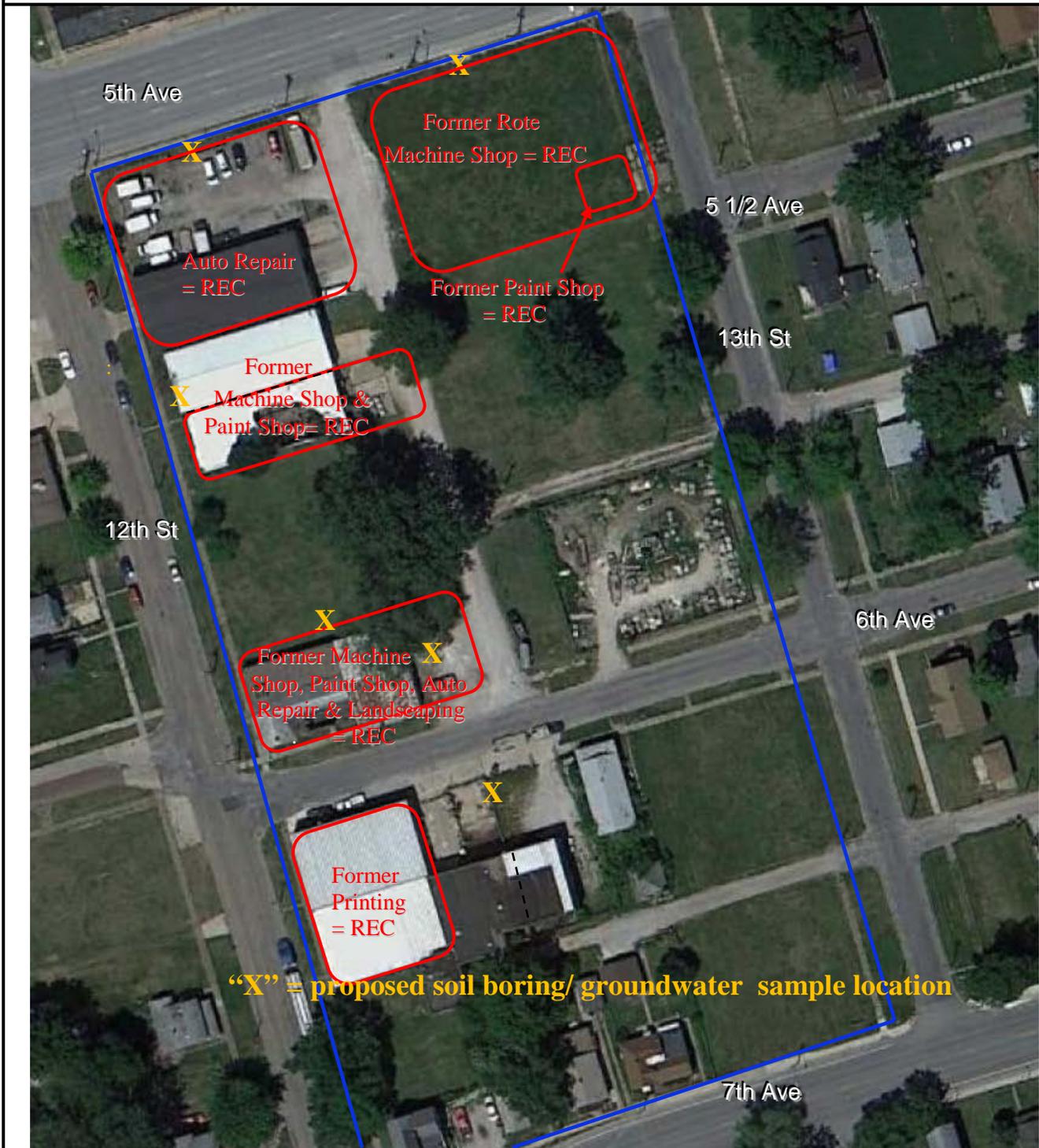
_____ Date

(Print)

CLIENT Contact Information: Tom Ayers
ayers.thomas@rigov.org
(309) 732-2910 (office)
(309) 235-5500 (cell)

Attachment: REC / Proposed Boring Map

REC / PROPOSED BORING MAP



Proposed Police Station	↑	Proposed investigation	
Between 5 th & 7 th Ave. and 12 th & 13 th St.		Aerial Date: July 2013	
Rock Island, IL 61201	N	Scale: digitally altered	
Data Source: Google Earth		EnviroNET, Inc.	