

# MEMORANDUM

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

**To:** Thomas Thomas, City Manager

**SUBJECT:** Professional Services for Environmental work at RIPD site

**DATE:** 2013-11-14

Previous and on-going investigation of existing conditions at the future site of the RIPD have revealed some instances of contaminated soil, significant instances of asbestos in the future support building, and a requirement to verify the cleanliness of the (otherwise free) fill dirt stockpiled on the site. We discussed several options mitigation strategies and selected a best value approach that will render the site and building safe without the expense and time of seeking a letter of No Further Remediation (NFR) from IL EPA. As the site is entirely owned by and under the control of the City, seeking an NFR is not strictly required. This approach will not prevent the City from seeking an NFR in the future, but avoids the time and cost of doing so at the present, and we are taking the physical steps that should lead to an acceptable NFR in the future, should that become desirable. EnviroNET proposes to perform the following services for a total lump sum of \$17,200.00:

1. Sample the west soil stockpile for Illinois EPA clean fill parameters.
2. Contract for licensed asbestos abatement inside the 603 - 12<sup>th</sup> St. building.
3. Perform soil remediation or "soil swap" for near-surface soil contamination identified and delineated at the 501 - 12<sup>th</sup> St. building.
4. Complete test pits beneath the 545 - 12<sup>th</sup> St. building immediately after the building and foundation are demolished.

Depending on the results of sampling, locations, and modeling, item number 4 may require additional remediation similar to item 3.

## **RECOMMENDATION**

That Council accept the proposal from EnviroNET, INC in the total amount of \$17,200.00 for performing the professional services outlined above.

**ACCOUNT CHARGEABLE: 301-411041-53112-2724000**

**REQUISITION NUMBERS: R004278**

**VENDOR: 04713**

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



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

Phone: 563-323-2262  
[www.environetmidwest.com](http://www.environetmidwest.com)

November 12, 2013

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

**SUBJECT: CONTRACT FOR ADDITIONAL ENVIRONMENTAL SERVICES  
 HAZARD MITIGATION (SITE-WIDE) & ACM ABATEMENT (603-12<sup>th</sup>  
 STREET BUILDING)  
 PROPOSED POLICE STATION DEVELOPMENT  
 BETWEEN 12<sup>TH</sup> & 13<sup>TH</sup> STREETS AND 5<sup>TH</sup> & 7<sup>TH</sup> 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 & UNDERSTANDING**

Work previously completed by EnviroNET at the proposed Police Station development site is summarized as follows:

<b>COMPLETED TASK</b>	<b>CONTRACT DATE</b>	<b>INVOICE(S) DATED</b>
Phase I Environmental Site Assessment (ESA)	May 28, 2013	June 28, 2013
NESHAPs Asbestos Inspection	July 1, 2013	July 30, 2013
Phase II ESA – 1 <sup>st</sup> Mobilization	July 5, 2013	September 3, 2013 (\$1,162 remaining)
Phase II ESA – 2 <sup>nd</sup> Mobilization (delineation borings)	September 19, 2013	October 11, 2013 (\$6,534 remaining)

Sampling of the east soil stockpile	Additional Service (no signed contract)	September 3, 2013
Sampling of the west soil stockpile	November 12, 2013 (This Proposal)	Pending

EnviroNET understands The City of Rock Island (the CLIENT) desires EnviroNET to coordinate and perform environmental mitigation. Specifically,

- Soil remediation is needed in the area of the Lucky Cab car lot (501 - 12<sup>th</sup> St.). The contamination has been delineated. This is very close to the proposed location of a storm water detention pond. Impacted soil will be excavated and placed beneath the proposed footprint for the new building.
- Soil remediation is needed in the area of a former blacksmith shop (545 - 12<sup>th</sup> St.). The contamination has not been delineated; EnviroNET plans to delineate and sample via test pits, to be completed by Holst Trucking immediately following demolition of the buildings.
- Asbestos remediation/ mitigation is needed inside the former Bob White Masonry building (603 - 12<sup>th</sup> St.). According to Mr. Tom Ayers, the quoted fee to abate asbestos from two ovens located in the basement (\$41,000) exceeded budgeted funds for this development project. Therefore, the ovens will be encapsulated with plastic and appropriate signage. Also, black tar flashing/mastic will be removed from a wall in the proposed vehicle storage area.

EnviroNET understands that the grade will be raised in preparation for development; preliminary grading plans developed by Missman Inc have been shared. Fill soil stockpiled on-site, which has already been sampled and determined to meet Illinois EPA clean fill standards, will be used across the site. It will serve to raise the elevation of the proposed building's foundation, and will be used to mitigate the near-surface soil contamination (i.e., serve as an engineered barrier) in the vicinity of the test pits.

EnviroNET understands the City is *not* seeking a No Further Remediation (NFR) letter from the Illinois EPA. However, "NFR-like" closure of the Property will be completed to document actions taken to mitigate environmental liability going forward.

**BASIC SERVICES**

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

1. Sample the west soil stockpile for Illinois EPA clean fill parameters. Two samples were collected. The results, which indicated the soil met clean fill standards, will be incorporated into our final report to document completion of due diligence with respect to the fill material

to be used for this development project. Fee includes labor, supplies, laboratory analysis, and reporting.

2. Contract for licensed asbestos abatement inside the 603 - 12<sup>th</sup> St. building. Abatement of black tar mastic (approximately 100 linear feet) from concrete block walls in the western portion of the building. Also, encapsulation of two ovens and associated openings using two layers of 6-mil plastic. Asbestos signage will be posted on the plastic. The City is deciding whether the plastic enclosures will be further encapsulated with concrete block, or whether the basement is to be filled. A letter report will be issued to document work completed and the location of encapsulated asbestos remaining in place. Fee includes coordination, abatement, air monitoring (as required), and reporting.
3. Perform soil remediation or “soil swap” for near-surface soil contamination identified and delineated at the 501 - 12<sup>th</sup> St. building. Work will be completed by Holst Trucking immediately following demolition of the buildings. The purpose is to remove contamination from an area close to a proposed detention pond, and place it beneath a future engineered barrier: the proposed building. On-site fill material will be placed over the swapped soil by others; Holst will not perform grading or compaction. On-site fill will be used by Holst to fill the excavation. Fee includes coordination, equipment, labor, oversight, and reporting.
4. Complete test pits beneath the 545 - 12<sup>th</sup> St. building immediately after the building and foundation are demolished. Work is to be completed by Holst Trucking. The purpose is to delineate contamination previously identified in this area, inclusive of collecting up to six soil samples for laboratory analysis. Results will be incorporated into fate & transport models. Additional “soil swapping” (see Basic Service #3 above) may be necessary if contamination extends beyond the proposed building’s footprint to the east, as judged on-site using the Site Plan previously provided by the City. Fee includes coordination, equipment, labor, oversight, *rush* laboratory analysis, and reporting.

“Reporting” completed in Basic Services 1, 3 & 4 above will be incorporated into a single, comprehensive report<sup>1</sup>. The final report will include all boring/well logs, maps, laboratory reports, tables of results, photographs, etc. completed to date. 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.

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<sup>1</sup>Preparation of a Phase II ESA / *Draft* Site Investigation Report (SIR) was included in our contracts dated July 5, 2013 & September 19, 2013. Costs included in this contract are for reporting fees IN ADDITION TO fees remaining in the July 5<sup>th</sup> and September 19<sup>th</sup> contracts’ budgets.

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.
5. The CLIENT shall communicate plans for demolition of on-site buildings so that groundwater monitoring wells can be properly abandoned prior to demolition.

### **SCHEDULE**

Basic Service #1 has been completed but not invoiced. Basic Service #2 has been initiated (quote solicitation), and can continue when notice to proceed is granted. Basic Services #3 & #4 will likely occur concurrently following Holst Trucking's completion of the demolition, anticipated in late November 2013. Per instruction by Mr. Ayers, laboratory analyses will be expedited (laboratory's surcharge included in this contract).

After completion of on-site field work and digestion of laboratory results, the final report will be drafted. Anticipated delivery of the report is mid January 2014. Progress reports will be provided via e-mail or in person.

### **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.

This proposed scope of work does not include services or reporting associated with the Site Remediation Program.

This contract assumes non-hazardous levels of contamination will be identified during excavation/test pit activities. Fees do not include costs associated with landfill disposal of soil; at this point in time, it is not believed any soil disposal will have to occur to meet NFR-like closure rules.

Oversight of installation of engineered barriers is not included.

**COMPENSATION AND PAYMENT**

1. For Basic Service #1, EnviroNET shall be compensated TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) on a lump sum basis.
2. For Basic Service #2, EnviroNET shall be compensated FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900.00) on a lump sum basis.
3. For Basic Service #3, EnviroNET shall be compensated THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00) on a lump sum basis.
4. For Basic Service #4, EnviroNET shall be compensated FIVE THOUSAND DOLLARS (\$5,000.00) on a lump sum basis.

*Total Lump Sum Fee \$17,200.00.*

5. Invoices will be submitted to the CLIENT on a monthly basis or at the conclusion of a service at the discretion of EnviroNET.
6. 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.
7. For Additional Services, EnviroNET and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by EnviroNET.
8. 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**



Jennifer Walker, EP  
Project Manager

**ENVIRONET, INC.**



Molly E. Arp Newell, PG, CHMM  
President



ACCEPTED:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_ Date

\_\_\_\_\_  
(Print)

CLIENT Contact Information:

Tom Ayers  
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