

**Memorandum
Department**

To: Thomas Thomas, City Manager
Subject: Phase II Proposal Midway Buildings Incl. Geo-Physical survey
Date: 12/16/2015



2101 & 2117 11th Street are owned by the City of Rock Island. The City demolished these structures earlier in 2015 with a Phase I environmental study prepared by EnviroNet. In order to continue with any re-development of these properties, a more detailed environmental study must be conducted. A cost estimate was provided by EnviroNet for a Phase II clean up study.

EnviroNet proposes the option to perform the Ground Penetrating Radar Survey first, advancing the borings and preparing a draft site Remediation Report second. If any tanks are found they will then be removed and the SIR report completed under a separate contract.

Attached is the proposal and in-depth detail of the scope of work submitted by EnviroNet

RECOMMENDATION: That Council accepts the proposal and recommendation submitted by EnviroNet in the amount NTE \$51,600.00 and authorize the City Manager to execute contracts for the Phase II environmental cleanup for further re-development of the property.

ACCOUNT CHARGEABLE: 203-312801-53102-0000000

REQUISITION NUMBER: P005313

VENDOR NUMBER: 04713

Submitted by: Bret Gardella, Economic Development Manager
Thomas G Ayers, Chief Building Official
Jeffery Eder, CED Director/Asst City Manager

Approved by: Thomas Thomas, City Manager



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November 30, 2015

City of Rock Island
1528 Third Avenue
Rock Island, IL 61201

ATTN: MR. BRET GARDELLA, ECONOMIC DEVELOPMENT MANAGER

**SUBJECT: CONTRACT FOR ENVIRONMENTAL SERVICES
PHASE II ENVIRONMENTAL SITE ASSESSMENT (ESA)
FORMER MIDWAY OIL PROPERTIES
2101 & 2117 11TH STREET, ROCK ISLAND, IL**

Dear Mr. Gardella:

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

EnviroNET proposes a limited Phase II ESA for the Midway Properties which comprise two parcels on 11th Street corridor, Rock Island, IL. A Phase I ESA, previously completed, identified RECs associated with the former uses of the facilities including underground storage tanks, an oil water separator and fill material.

EnviroNET understands that the buildings have been removed, and that the underground fuel and waste oil storage tanks are still in place. The locations and sizes of the fuel USTs have been estimated, yet to be confirmed. The location of the waste oil tank has not been confirmed.

EnviroNET proposes to complete a Limited Phase II ESA to determine if soil and groundwater has been impacted by the RECs, previously identified. The scope is designed to address petroleum and metals contamination, if any, and allow for a comprehensive environmental closure under the State Voluntary Clean up Program, should that be desirable, at a later date.

SCOPE OF SERVICES

Enviro*NET* proposes geophysical testing to determine the locations of tanks and pipe lines prior to drilling. Drill locations will be confirmed, up to eight borings across both parcels and on the upgradient and downgradient property boundaries. Soil will be tested from shallow and deep locations to accommodate Tier 2 modeling, if indicated by test results; up to four borings will be converted into temporary groundwater monitoring wells to fulfill Illinois Environmental Protection Agency requirements for assessment/delineation of contamination in groundwater, as may be applicable. The report with findings will be organized in accordance with requirements for Site Investigation Reports as itemized in Chapter 35 Illinois Admin. Code Section 740.415 and 740.420 or 740.430, whichever is indicated.

BASIC SERVICES

Upon acceptance of this Proposal, Enviro*NET* will perform the following Basic Services:

1. Utilize Ground Penetrating Radar (GPR) to identify locations of subsurface anomalies including locations of USTs, piping and utilities.
2. Advance up to six (6) soil borings to a depth of 15 feet or auger refusal using a drill rig. Soil will be vertically profiled during drilling. Enviro*NET* will 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. Two soil samples distinct depths will be submitted for laboratory analysis from each boring (up to 12 soil samples). Sample locations include:
 - upgradient and down gradient locations;
 - areas adjacent to the (former) oil water separator; and
 - Areas adjacent to the gasoline and waste oil USTs, as determined by GPR.
3. Convert up to four soil borings into temporary groundwater monitoring wells.
4. Submit up to twelve soil samples (shallow and deep) and up to four groundwater samples to a qualified laboratory for analysis of benzene, toluene, toluene and xylene (BETX) compounds;
5. Submit up to six selected soil samples, dependent on profiling, and up to four groundwater samples to a qualified laboratory for analysis of Volatile Organic Compounds (VOCs) and Polynuclear Aromatic Hydrocarbons (PNAs);
6. Submit up to twelve soil samples to a qualified laboratory for analysis of total RCRA metals and pH; with the highest total lead sample further assessed for SPLP and TCLP metals;
7. Submit up to four groundwater samples to a qualified laboratory for analysis of dissolved RCRA metals;

8. Compare laboratory results to IEPA TACO Standards in Title 35 Illinois Admin Code Section 742. Provide a table with exceedences for residential, commercial and industrial/ and construction worker pathways (if any) highlighted.
9. Prepare a report with narrative summary of the Phase II ESA methods and findings. Support documents to be provided in the appendices include boring/well logs, maps, laboratory reports, tables, and photographs. An electronic copy of the report will be delivered to the Client with hardcopy available upon request.
10. Derived wastes such as soil cuttings and purged groundwater will be left on site. Soil borings will be backfilled following sampling using a mixture of soil cuttings and bentonite; temporary groundwater monitoring wells will also be properly abandoned following sampling.
11. Optional: Remove the USTs, as identified, in accordance with state requirements, and collect closure samples as required by tank sizes (TBD) and tank contents (gasoline and used oil to be confirmed).
12. Optional: Submit up to two selected soil samples/ and two selected groundwater samples, dependent on profiling, to a qualified laboratory for analysis of Semi-Volatile Organic Compounds (SVOCs);
13. Optional: Submit up to two soil samples and two selected groundwater samples to a qualified laboratory for analysis of Pesticides as listed in applicable rules Appendix A, Table C (method 8081A) alpha-BHC, beta-BHC, delta-BHC, gamma-BHC, Heptachlor, Aldrin, Heptachlor epoxide, Endosulfan I, Dieldrin, 4,4'-DDE, Endrin, Endosulfan II, 4,4'-DDD, Endosulfan sulfate, 4,4'-DDT, Methoxychlor, Endrin ketone, Endrin aldehyde, alpha-Chlordane, gamma-Chlordane,m and Toxaphene.
14. Optional: Submit up to two soil samples and one selected groundwater sample to a qualified laboratory for analysis of Poly-Chlorinated Biphenyls (PCBs) / Aroclors Organic Analytical Parameters as listed in applicable rules Appendix A, Table C (method 8082) Aroclor – 1016, Aroclor – 1221, Aroclor – 1232, Aroclor – 1242, Aroclor – 1248, Aroclor – 1260.
15. Optional: Submit up to two soil samples and one selected groundwater sample to a qualified laboratory for analysis of Inorganic Analytical Parameters as listed in applicable rules Appendix A, Table D (methods 6010B/6020, 7060A/7061A/and others) Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Calcium, Chromium, Cobalt, Copper, Iron, Lead, Magnesium, Manganese, Mercury, Nickel, Potassium, Selenium, Silver, Sodium, Thallium, Vanadium, Zinc, and Cyanide.
16. Optional: Conduct additional research of area wells and other items as required by IEPA and provide documentation in the format required by the Site Remediation Program for evaluation by IEPA to obtain a No Further Remediation Letter for environmental closure. Task # 16 includes the preparation of a Site Investigation Report and two dimensional fate and transport modeling as required by the Brownfield / Site Remediation Program.

RESPONSIBILITIES OF THE CLIENT

1. The CLIENT shall provide or arrange access and agreements as necessary to enter upon private, public lands and structures as required for the performance of the services of EnviroNET.
2. 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 employees/tenants of the drilling activities, and request vehicles not be parked in locations noted in the attached diagram.
3. The CLIENT shall furnish all required information as necessary for the orderly progress of services.
4. 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.

SCHEDULE

EnviroNET will begin work within one week of receipt of written authorization to proceed, or at a separate mutually-agreeable time established by the CLIENT or current owner. Turn around time for sample analysis is 7-14 business days; for expedited turnaround, a surcharge will be added to the contract. A report will be drafted within two weeks of receipt of laboratory results. Please advise if this schedule meets your needs.

LIMITATIONS

1. The elevation of the Subject Property has been raised approximately 4 – 12 feet with fill material containing concrete; it is unknown how this material will affect the drill rig's progress.
2. There are locations that are difficult to access on the Subject Property due to the overgrown state of much of the Subject Property and storage of vehicles. This may affect the location of some of the boring locations.
3. 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.
4. The CLIENT further recognizes that both insurance and legal issues are outside EnviroNET's areas of expertise.

COMPENSATION AND PAYMENT

1. For Geophysical assessment and a Phase II Subsurface investigation as described in Basic Services 1 through 10 above, Enviro**NET** shall be compensated SIXTEEN THOUSAND DOLLARS (\$16,000) on a lump sum basis.
2. For Optional Services to remove the USTs, Basic Service 11, the fee will be determined after the GPS services and Phase II tasks are completed.
3. For Optional Services 12 through 16 above (which includes testing and reporting for a “comprehensive” environmental site closure rather than a “focused” site closure) Enviro**NET** shall be compensated an additional FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS (\$4,950) on a lump sum basis.
3. Payment for Enviro**NET** '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.
4. For Additional Services, Enviro**NET** and the CLIENT will negotiate a scope and fee prior to the performance of any additional work by Enviro**NET**.
5. Prices in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

LIABILITY

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



Molly E. Arp Newell, PG, CHMM
President



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ACCEPTED:

By: _____
(Signature)

_____ Date

(Print)

CLIENT Contact Information:

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