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**MEMORANDUM**  
**Community and Economic Development Department**

**TO:** Thomas E. Thomas, City Manager

**SUBJECT:** Contract for Environmental Assessment on Lot C

**DATE:** 10/31/11

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A phase one environmental assessment performed on City Parking Lot C in September revealed historic uses which require further investigation of soil and groundwater on the property. Parking Lot C is bounded by First Avenue on the north, Second Avenue on the south, 19<sup>th</sup> Street on the west and 20<sup>th</sup> Street on the east. The northwest corner of the block contains two buildings which are privately owned and not included in the assessment.

Formally known as “Recognized Environmental Conditions” past uses of concern include a drycleaners, printing plant, plating operation and vehicle repair.

The southeast corner of Lot C is the chosen site for a Metro Link transfer station, and the remainder of the lot is under consideration for future residential development by Renaissance Rock Island. Private financing for development of the site will require environmental investigation, and may require cleanup if contamination is present beyond acceptable levels.

EnviroNet, Inc. of Davenport, who performed the phase one assessment, has submitted a proposal to complete a limited phase two assessment at a cost of \$30,000. It is recommended that this site be placed in the Illinois Environmental Protection Agency’s Voluntary Site Remediation Program in order to obtain a No Further Remediation (NFR) Letter on the property. IEPA oversight and issuance of an NFR is estimated at \$7,000.

Environmental assessment is an eligible TIF expense and assessment and remediation of contaminated properties are included as activities in the Downtown TIF Redevelopment Plan and Project.

Assessment of Lot C will begin upon approval of a contract with EnviroNet Inc.

**Recommendation:** The City Council approve the attached contract with EnviroNet, Inc. for environmental assessment of Parking Lot C at a cost of \$30,000 to be paid from Downtown TIF funds, authorize the City Manager to sign the contract documents, and authorize staff to enroll the site in IEPA’s Site Remediation Program.

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**Submitted by:** Sally Heffernan, Special Projects Manager  
Greg Champagne, CED Director



**EnviroNET, Inc.**  
**Professional Environmental Services**  
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**Davenport, IA 52803**

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October 26, 2011

City of Rock Island  
Community Economic Development  
1528 - 3<sup>rd</sup> Avenue  
Rock Island, IL 61201

**ATTN: MS. SALLY HEFFERNAN, SPECIAL PROJECTS MANAGER**

**SUBJECT: CONTRACT FOR ENVIRONMENTAL SERVICES  
SITE REMEDIATION PROGRAM SITE INVESTIGATION  
CITY PARKING LOT C RE-DEVELOPMENT  
BETWEEN 1st & 2nd AVE. AND 19th & 20th ST.  
ROCK ISLAND, IL**

Dear Ms. Heffernan:

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

### **PROJECT UNDERSTANDING**

The City of Rock Island (the CLIENT) desires EnviroNET to perform drilling, analytical evaluation of soil and groundwater and preparation of reports necessary to obtain a comprehensive No Further Remediation (NFR) letter for the Property under the State of Illinois voluntary clean up program: Title 35 Illinois Administrative Code Part 740.

A Phase I Report dated September 2011 identified four areas of environmental concern warranting further investigation including former dry cleaning, printing, and plating operations on the Subject Property, and former automotive repair on the northwest adjoining property (a.k.a. the Klass parcel). This proposal includes field activities and data digestion activities necessary to prepare a combined Site Investigation/Remedial Objectives/Remedial Action Plan report (SI/RO/RAP) which will govern discussion regarding site remediation and closure activities.

Future land use will include residential receptors, therefore, *EnviroNET* proposes a Comprehensive designation for the NFR. Analytical sample parameters, as proposed, may be adjusted per Agency requirements after enrollment into the State Program.

*EnviroNET* will liaison with the designated project manager at IEPA to expedite movement of the project through the Site Remediation Program (SRP), while attempting to minimize costs to the CLIENT.

### **PROJECT SCOPE AND BASIC SERVICES**

Based on review of the Phase I ESA and current IEPA Brownfield practices, the scope of this proposal includes enrollment into the Illinois Site Remediation Program (SRP), Investigation, and development of a SI/ROR report consistent with regulatory requirements: Title 35 of the Illinois Admin. Code Part 740 / 742.

The CLIENT desires *EnviroNET* to perform the following Basic Services:

1. Enroll the Property into the State SRP program by completing a DRM-1 and DRM-2 form, providing copies of the Phase I ESA, and submitting the information to IEPA with an enrollment check to be provided by the CLIENT.
2. Propose Comprehensive Investigation with limited analytical parameters to IEPA PM.
3. Conduct a subsurface investigation including the collection of two soil samples (shallow and deep) from eight boring locations; collect one groundwater sample from four locations. Groundwater monitoring wells will be constructed with sand packs and bentonite seals to minimize influence from surface soils. Well development operations will include removal of wellbore fines to the extent practical. Prior to drilling, utilities will be cleared through the locate service.
4. 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.
5. Construct four groundwater monitoring wells to assess the groundwater quality and Hydrogeologic characteristics.
6. Survey well points and correlate to a temporary benchmark to develop water level contours and to derive hydraulic gradient.
7. Submit soil samples (shallow and deep from each boring) and from groundwater wells for the laboratory analysis of PNAs, VOCs and 8 RCRA metals. *EnviroNET* acknowledges that the IEPA PM may have additional requirements.

8. Conduct hydraulic conductivity testing to classify the groundwater at the subject property as Class I or Class II groundwater, and to determine the rate of migration of contaminants in soil and groundwater.
9. Develop a combined Site Investigation / Remedial Objectives / Remedial Action Plan (SI/RO/RAP) Report with findings. Provide two hard copies together with an electronic copy of the Report to the RIEGC and stakeholders as indicated.

Note: The end-use for the Property has been described as residential multi-family with concrete building slab with radon ventilation system over much of the site. The balance of the acreage is to be re-developed as a parking lot with an impervious engineered barrier.

This Contract does not include implementation of the Remedial Action Plan, yet to be developed and proposed.

### **RESPONSIBILITIES OF THE CLIENT**

1. The CLIENT shall provide full information regarding its requirements for the Project including restraints and restrictions regarding access and timeline.
2. The CLIENT will identify areas not be covered with an impervious barrier prior to the field mobilization.
3. The CLIENT shall pay all required permit, legal notice, processing and other such fees, including payments to IEPA, to be itemized by IEPA during the process of document review and closure.
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.
5. 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.
6. The CLIENT shall mark all private utilities not located by the utility locate service.

### **COMPENSATION AND PAYMENT**

1. For the Basic Services as outlined in Tasks 1 through 8 above, EnviroNET shall be compensated \$30,000 (THIRTY THOUSAND DOLLARS) on a Lump Sum basis, with progress reports to accompany invoices. Cost does not include "Phase 2" expenditures (i.e., preparation of the RACR) or remediation expenditures (e.g., construction of an engineered barrier).

2. Invoices shall be submitted on a monthly basis for services performed to date. Payment for *EnviroNET*'s services shall be made within 30 days of the date of Invoice and shall not be contingent upon receipt by the *CLIENT* of any reimbursement funds or correspondence 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 directed or conducted by *EnviroNET*.
4. Prices in this proposal are firm for 60 days, unless otherwise agreed upon by the parties involved.

### **CHANGE IN SCOPE OF WORK**

If, during the course of *EnviroNET*'s work, it becomes necessary for the *CLIENT* to alter the Project work in any particular way whatsoever, *EnviroNET* shall notify the *CLIENT* whether such alteration constitutes a departure from the agreed to Basic Services. The compensation shall be adjusted, if necessary, to reflect such change in a manner to be negotiated between *EnviroNET* and the City of Rock Island prior to the performance of any additional work.

### **WARRANTS**

The purpose of this Project is to address areas of environmental concern specifically listed in the Scope of Work. It is not designated either to bring the facility under compliance or to identify every violation in areas of concern. *EnviroNET* cannot warrant that all regulatory deficiencies at the subject property will be addressed, as this is outside the scope of work.

### **LIABILITY**

The *CLIENT* agrees to limit *EnviroNET*'s liability to the *CLIENT* and to all Contractors and Sub-Contractors on the Project, 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 Proposal.

### **INDEMNIFICATION**

*EnviroNET* assumes no responsibility for the existence, discharge of or exposure to any hazardous, toxic, or infectious materials, or other harmful substances. *EnviroNET* will utilize appropriate safety attire and follow appropriate safety procedures in limiting access to the site from passers by. *EnviroNET* will contract with responsible parties to treat investigation-derived wastes on site or haul such materials using permitted, licensed contractors, as appropriate. Therefore, except in claims and damages arising from negligent acts and errors of *EnviroNET*,

the CLIENT agrees to hold harmless and indemnify EnviroNET from all claims, suits, expenses or damages arising from or alleged to arise from such existence, discharge or exposure.

**SCHEDULE**

EnviroNET will begin work within two weeks of authorization. EnviroNET understands that the Property will be redeveloped and occupancy cannot take place until site closure. Site closure is anticipated during the summer of 2012.

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



ACCEPTED:

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_ Date

CLIENT CONTACT: Sally Heffernan  
(309) 732-2920  
[heffernan.sally@rigov.org](mailto:heffernan.sally@rigov.org)