

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: 8-27-15

Weekly Agenda Date: 9-01-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Contract for NW Environmental for LEC Mitigation

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Contract for Northwest Environmental for LEC Mitigation, Discussion and Action.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Contract for Northwest Environmental for LEC Mitigation.

Contract between Northwest Environmental Services and
Woodbury County for mitigation of petroleum pollutant from
near the LEC

Please see the attached contract that would be between Woodbury County and Northwest Environmental Services.

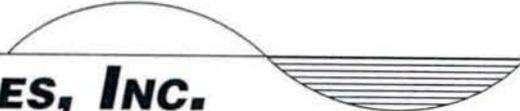
Please note the contract has been given to Assistant County Attorney Joshua Widman for review.

Please note that Cunningham Lindsay and the Iowa DNR project manager have been contacted and furnished a copy of the contract. We have asked that they tell us from their perspective how they view this document, its' purpose, and if they have approved the dollar values.

We should have review from Joshua, Cunningham/Lindsay, and Iowa DNR prior to the Board meeting on September 1.

With approval on September 1 Northwest Environmental Services would be prepared to bring piping through the wall of the LEC later the same week. September 8 would then be the projected date for the removal of concrete on the west side of the LEC to begin necessary piping and to place the fiber optic line.

NORTHWEST ENVIRONMENTAL SERVICES, INC.



CONTRACT FOR ENVIRONMENTAL SERVICES Prepared August 27, 2015

Project: Multi-Phase Extraction (MPE) System Installation
Woodbury County LEC
407 7th Street, Sioux City, Iowa
LUST No. 9LTJ60, UST Registration No. 7910455

Client: Woodbury County
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

Consultant: Northwest Environmental Services.
P.O. Box 401
Alton, Iowa 51003

This contract is between Woodbury County (Client) and Northwest Environmental LLC (Consultant) dba Northwest Environmental Services. This contract will authorize Consultant to install a multi-phase extraction (MPE) system for the removal of petroleum contamination at the project site address referenced above. The cost itemization and total cost estimate is provided as Attachment A.

Consultant will not exceed the costs presented in Attachment A without written or verbal approval from Client. The general terms and conditions of this contract are provided as Attachment B. Please accept this contract by signing in the space provided below and returning this page to Consultant. This contract becomes effective with the signature of both parties. Signature page provided as next page.

Woodbury County

Northwest Environmental LLC

Signature: _____

Signature: 

Title: _____

Title: President

Date: _____

Date: 8-27-15

Appendix A

Itemized Total Cost Estimate for MPE Installation Woodbury County Law Enforcement Center LUST No. 9LTJ60, Reg. No. 7910455

Exterior Well Installation

Extraction well installation (two 4-inch wells in two trips) (O'Malley Drilling quote provided)			\$3,000
Contractor markup (15%)			\$450
Technician travel	2 trips	\$75/trip	\$150
Technician site time	8 hours	\$65/hour	\$520
Well log preparation	2 logs	\$45/log	\$90
Photoionization detector	2 days	\$100/days	<u>\$200</u>
		Subtotal	\$4,410

Interior Well Installation

Travel (three-man crew)	26 trips	\$325/trip	\$8,450
Concrete cores (8-inch) (Service Construction verbal quote)*			\$600
Contractor markup (15%)			\$90
Concrete remediation cover cutouts (Service Construction quote provided)*	3 cutouts	\$370/cutout	\$1,110
Contractor markup (15%)			\$220
Well installation (two-man crew)	117 hours	\$110/hour	\$12,870
Technician site time	117 hours	\$65/hour	\$7,605
Non-flexing auger equipment*	1 set	\$1,350/set	\$1,350
PID rental	13 days	\$100/day	\$1,300
Well screens (10 ft)	23 screens	\$35/screen	\$805
Well casings (10ft)	29 casings	\$25/casing	\$725
Sand filter pack (100#)	29 bags	\$16/bag	\$464
Bentonite chips (50#)	29 bags	\$14/bag	\$406
Bentonite granular (50#)	13 bags	\$17 ⁵⁰ /bag	\$228
Reconditioned well covers (7 inch)	4 covers	\$40/cover	\$160
Well caps	4 caps	\$15/cap	\$60
Cleanup & soil disposal	26 hours	\$45/well	\$1,170
Misc. cleaning supplies & tools			\$195
Sealable soil containers*	8 containers	\$10/container	\$80
Truck for soil storage & disposal	4 weeks	\$120/wk	\$480
Truck mileage	360 miles	\$0.75/mile	<u>\$270</u>
		Subtotal	\$38,638

Exterior Underground Piping Installation

Meeting with Architect	2 hours	\$65/hr	\$130
Travel	1 trip	\$175/trip	\$175
Traffic control signs and barricades (Dakota Traffic Services verbal quote)*			\$2,200
Contractor markup (15%)			\$330
Traffic meter bags (minimum charge per bag)	10 bags	\$60/bag	\$600
Contractor markup (15%)			\$90
Plywood sheets to cover grates*	4 sheets	\$25/sheet	\$100
Contractor markup (15%)			\$15
Saw cut, remove, and replace concrete (Witkowski Construction quote attached)*			\$16,326
Contractor markup (15%)			\$2,448
Excavation, pipe installation, backfill, & compact (4-man crew)	150/hours	\$260/hr	\$39,000
Travel (3-man crew)	15 trips	\$325/trip	\$4,875
Equipment rental (Carroll Supply verbal quote)*			\$5,355
Fuel for equipment*			\$500
Contractor markup (15%)			\$878
Concrete hammer drill*			\$145
Pipe & fittings (P&H quote provided)*			\$3,226
Contractor markup (15%)			\$484
Remediation covers (2 ft square)*	3 covers	\$425/cover	\$1,275
Reconditioned well covers (7 inch)	3 covers	\$40/cover	\$120
Misc. fittings & supplies*			\$175
Landscaping supplies*			\$540
Trucking materials*	6 hours	\$90/hour	\$270
Sand for pipe bedding	35 tons	\$10/ton	\$350
Soil disposal	25 cu yd	\$8/cu yd	\$200
			<hr/>
		Subtotal	\$79,517

Electrical Service Installation

Electrical power delivery (MidAmerican quote provided)*			\$2,044
Contractor markup (15%)			\$306
Directional bore (Tri-State Underground quote provided)*			\$5,500
Contractor markup (15%)			\$825
Electrical service installation (Langel Electric verbal quote)*			\$8,000
Contractor markup (15%)			\$1,200
Technician site time	4 hours	\$65/hr	\$240
Travel	2 trips	\$175/trip	\$175
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Subtotal \$18,290

Interior Pipe Installation

Concrete cutouts for remediation cover (Service Construction quote provided)*	4 cutouts	\$370 cutout	\$1,480
Contractor markup (15%)			\$162
Pipe slot through exterior wall (Service Construction quote provided)*			\$460
Contractor markup (15%)			\$69
Concrete cores for monitoring wells (8 inch) (Service Construction verbal quote)*	3/cores	\$200/core	\$600
Contractor markup (15%)			\$90
Install interior piping (Foulk Brothers quote provided)*			\$10,925
Contractor markup (15%)			\$1,639
Insulate pipe above court files (Foulk Brothers quote provided)*			\$2,215
Contractor markup (15%)			\$332
Technician	4 hours	\$65/hr	\$260
Technician travel	2 trips	\$175/trip	\$350
Complete piping at extraction wellheads	24 hours	\$65/hr	\$1,560
Set remediation covers and patch concrete	12 hours	\$65/hr	\$780
Remediation covers (2 ft square)	4 covers	\$425/cover	\$1,700
Travel	4 trips	\$175/trip	\$700
Pipe and fitting (P&H quote provided)*			\$156
Contractor markup (15%)			\$23
Concrete, pipe channel, anchors, & unistraps	7 nests	\$25/nest	\$175
			<hr/>
		Subtotal	\$23,676

MPE Equipment

MPE equipment & transport (H2K Technology quote Appendix C)*			\$129,869
Contractor markup (15%)			\$19,480
Oxidizer Rental (assumes 6 month minimum) (H2K Technology quote Appendix C)*	6 months	\$4,500/month	\$27,000
Contractor markup (15%)			\$4,050
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		Subtotal	\$180,399

MPE Equipment Installation

Crane (includes 1 man rigger) (Siouxland Crane Service verbal quote)*	4 hours	\$260/hour	\$1,040
Contractor markup (15%)			\$156
Travel	1 trip	\$175/trips	\$175
Technician site time	4 hours	\$65/hour	\$240
Connect piping & panels (two-man crew)	6 hours	\$120/hr	\$720
Support materials and metal shins (lump sum)			\$30
Insulate & shroud piping (two-man crew)	4 hours	\$120/hr	\$480
Travel (two- man crew)	1 trip	\$250/trip	\$250
Vacuum hose & fittings			\$275
Pipe insulation at enclosure			\$65
Debris screen custom fabrication (estimated)*			\$145
Mobile welding service (estimated)*			\$210
Debris screen installation	3 hours	\$65/hour	\$195
Travel	1 trip	\$175/trip	\$175
Bumper post installation	4 posts	\$350/post	\$1400
		Subtotal	\$5,576
		Total installation cost	\$349,586

* Invoice from vendor or subcontractor will be submitted with invoice from Northwest Environmental Services.

Itemized First Month Startup Cost Estimate
Woodbury County Law Enforcement Center
LUST No. 9LTJ60, Reg. No. 7910455

Tank (450 gallon)			\$475
Samples after air stripper (OA-1/BTEX)	5 samples	\$85/sample	\$425
Samples after carbon (OA-1/BTEX)	5 samples	\$85/sample	\$425
Travel	5 trips	\$175/trip	\$875
Site time	20 hours	\$65/hr	<u>\$1,300</u>
		Total	\$3,500

*Cost is in addition to monthly O&M cost itemized in Appendix C3.

**Itemized Annual Cost Estimate for Operation Maintenance (O&M)*
Woodbury County Law Enforcement Center
LUST No. 9LTJ60, Reg. No. 7910455**

Scheduled O&M

Travel	24/trips	\$175/ trip	\$4,200
Two scheduled trips per month.			
Site time	120 hours	\$65/hr	\$7,800
Average of 10 hrs of monitoring and maintenance per month.			
Effluent Sampling	12 samples	\$85/sample	\$1,020
One sample collected & analyzed for BTEX per month.			
Monthly Instrument Rental	12 months	\$95/month	\$1,140
Includes PID, interface, pH/temp and decibel meters.			
Quarterly groundwater monitoring	30 sample	\$85/sample	\$2,550
Seven to eight samples collected & analyzed for BTEX every three months			
Semi-annual Report Preparation	40 hours	\$65/hour	\$2,600
Two reports submitted annually			
Report Distribution	2 reports	\$35/report	\$70
Total			\$19,310

*Estimate does not include electrical power cost.



ATTACHMENT B
General Terms and Conditions of Contract

Information Furnished by Client

- 1.1 Client represents that all information provided to Consultant are true and complete. Client will make available to Consultant all known and suspected information and documentation regarding the existing conditions which affect the work to be performed and will immediately transmit to Consultant any new information or documentation which becomes known or available.
- 1.2 Client will designate a representative to answer questions regarding site conditions and provide guidance at the job site. Consultant may request that the representative be present at the job site during Consultant's fieldwork. If the presence of the representative is required, Consultant will provide Client at least 48 hours prior notice.
- 1.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of or contributed by inaccurate or incomplete information or documentation furnished by Client or others acting on behalf of Client.

Evaluation of Real Property

- 2.1 Client will be responsible for the accuracy of the property lines and markers and be responsible for determining the location of subsurface facilities and utilities on Client's property or the job site.
- 2.2 Client will, at all times, provide for right-of-entry of Consultant's personnel and equipment necessary to complete the field work and be responsible for obtaining approvals, authorizations, and permits.
- 2.3 If Client is not the owner of the job site or other property where the fieldwork is performed, Consultant will assist Client in obtaining approval and authorizations to access properties and perform the work; however, ultimate responsibility for obtaining approvals, authorizations, and permits remains the responsibility of the Client.
- 2.4 While Consultant will take reasonable precautions to minimize damage to property, Client understands that in the normal course of work some damage may occur. Client shall repair any damage to Client's property or the job site at its own cost and expense.
- 2.5 If Consultant's fieldwork requires subsurface investigation conducted by non-manual equipment, Consultant will contact Iowa One Call to determine the location of public utilities.
- 2.6 If Client or Client's contractors perform subsurface investigation or excavation and Consultant's role is observational or advisory, Client or Client's contractors will contact Iowa One Call.
- 2.7 Evaluation or assessments of property under Risk Based Corrective Action (RBCA) rules requires source area sampling. Client will approve all source area sampling locations and will determine all approved locations are free of subsurface facilities or utilities.
- 2.8 While Consultant will take reasonable precautions to avoid damage or injury to subsurface facilities or utilities, Client agrees to indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of damage to subsurface facilities or utilities.

2.9 Client is responsible for informing Consultant of all known or suspected hazardous or potentially hazardous materials or conditions which are present at the job site or in samples submitted to Consultant. The cost of disposal of hazardous and nonhazardous materials including drilling cuttings is the responsibility of the Client.

Insurance

Consultant will maintain Commercial General Liability Insurance and Workers Compensation and Employers' Liability Insurance for the duration of the project. All workers not employed by a subcontractor and directly supervised and paid by the Consultant will be employees of the Consultant and covered by the Consultant's Worker Compensation Insurance. The Consultant will maintain certificates of insurance for all subcontractors. The limits of insurance that will be maintained by Consultant and its subcontractors are provided below:

Commercial General Liability Limits	
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Expense (any one person)	\$10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products - Com/Op Agg	\$1,000,000

Workers Compensation and Employers' Liability Limits	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

Payment Terms

- 3.1 Client agrees to pay invoices submitted by Consultant in full within 30 days from the date invoiced. Consultant will submit invoices at intervals, which it deems appropriate for the project or work performed, before the initiation of any work; otherwise the payment terms noted above will apply.
- 3.2 If the site is eligible for reimbursement from the Fund and arrangements for Consultant to wait for reimbursement have been approved by Consultant, Client agrees to pay invoices within 3 days of receiving reimbursement from the Fund.
- 3.3 Any invoice not paid within the payment terms noted above will be subject to a finance charge 1.5% per month (annual rate 18%). In the event Consultant institutes action to enforce its rights, or any provision of this contract, Client shall pay all costs and expenses incurred by Consultant as a result of the action, including reasonable attorney fees.
- 3.4 Consultant reserves the right to withhold any and all written reports until payment terms are satisfied. Failure of Clients to meet the payment terms will relieve Consultant of any responsibility of completing the work. Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's incomplete work due to Client's failure to satisfy the payment terms noted above.
- 3.5 If Client fails to satisfy payment terms noted above, it will return all documents, reports, and other work products upon demand and will not use these products for any purpose.

Warranty and Indemnity

- 4.1 Consultant will perform services with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the township where the job site is located. Recommendations presented by Consultant are professional opinions arrived at in accordance with currently accepted practices at this time and location. No other warranty, express or implied, will be made.
- 4.2 Consultant will indemnify and hold Client harmless from and against all liabilities, claims, actions, damages, injuries, and costs arising out of Consultant's negligent acts, omissions, or willful misconduct pursuant to the performance of this contract.
- 4.3 Client will indemnify and hold Consultant harmless from and against all liabilities, claims, actions, damages, injuries, and costs, arising out of negligent acts, omissions, or willful misconduct of Client, its representative, agent, and employees.

Miscellaneous

- 5.1 Client and Consultant agree their relationship and interpretation of this contract shall be governed by the laws of the State of Iowa. This contract contains the entire agreement between the Client and Consultant, supercedes all prior arrangements, and shall apply to their representatives and successors.
- 6.2 The terms and conditions of this contract can be amended or modified only in writing executed by both Client and Consultant. However, as a practical matter, the scope of service and cost estimate can be amended verbally between Client and Consultant if site-specific conditions require immediate changes in the fieldwork performed.

