City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Gerald L. Clausen, City Manager

FROM: Randall M. Krauel, Director of Public Works RMK

DATE: March 21, 2016

SUBJECT: Tier 1 Site Assessment Proposal
Alley: Block 10, Original Town

On October 23, 2006, two underground storage tanks were uncovered during preparation of the Walgreen's site in the alley north of U.S. 30 between Main and Court Streets, Block 10, Original Town. The tanks were removed on November 2, 2006, and a closure report was prepared by Seneca Environmental Services and submitted to the Department of Natural Resources (DNR)

The DNR has stated that they have been unable to identify a responsible party for the tanks. Under Iowa law, when a tank owner/operator cannot be found and petroleum is discovered in the soil and/or groundwater, a current or prospective property owner can be compelled to conduct a site assessment. The City is the alley property owner. Financial assistance for a site assessment may be available. The DNR, in a letter received February 26, 2016, has advised the City of the following:

1. Within 30 calendar days after receipt of the letter, submit the name of a certified groundwater professional retained for this project.

2. Within 90 calendars days of receipt of the letter, submit a Tier 1 Site Assessment Report.

A Proposal for the performance of a Tier 1 Site Assessment has been requested and received from Seneca Companies, Inc. A copy of the Proposal is attached. The Proposal includes the scope of work required for preparation and submittal of a Tier 1 Report. The fee for the performance of the work is $8,664.35. The time of performance complies with the DNR requirement.

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Proposal of Seneca Companies, Inc. for a Tier 1 Site Assessment of the Alley: Block 10, Original Town.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCPETING THE PROPOSAL OF SENECA COMPANIES, INC. FOR A TIER 1 SITE ASSESSMENT OF THE ALLEY: BLOCK 10, ORIGINAL TOWN.

WHEREAS, the Iowa Department of Natural Resources has required the preparation of a Tier 1 Site Assessment of the Alley: Block 10, Original Town; and,

WHEREAS, a Proposal to perform the Tier 1 Site Assessment has been prepared by Seneca Companies, Inc.; and,

WHEREAS, the Proposal of Seneca Companies, Inc. is found to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLL, IOWA, that the Proposal of Seneca Companies, Inc. for a Tier 1 Site Assessment of the Alley: Block 10, Original Town is accepted.

Passed and approved on this 28th day of March, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By_____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

Seneca Companies

The Complete Solution

CORPORATE HEADQUARTERS • DES MOINES, IOWA

P.O. Box 3360
Des Moines, IA 50316-0360

4140 E. 14th Street
Des Moines, IA 50313-3804
Phone: 515-262-5000
Toll-Free: 800-369-5500
Fax: 515-262-4951

March 28, 2016

Seneca Proposal #: 20160150 ☒Original ☐Revised

Randy Krauel
City of Carroll
112 East 5th Street
Carroll, IA 51401

RE: PROPOSAL AND BUDGET FOR TIER 2 SITE ASSESSMENT, ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN (ALLEY EAST OF WALGREENS), CARROLL, IA
REGISTRATION NO. 200600034 LUST NO. 9LTM94

Mr. Krauel,

Seneca is pleased to submit this proposal and budget to perform a Tier 1 Risk Based Corrective Action (RBCA) Report for the above referenced location. The Iowa Department of Natural Resources, on August 15, 1996, implemented RBCA guidelines pertaining to releases of regulated substances from underground storage tanks (UST). The purpose of a Tier 1 assessment is to use limited site data to determine whether the site poses an unreasonable risk to public health and safety or the environment.

TIER 1 ASSESSMENT REQUIREMENTS

A RBCA Tier 1 Site Cleanup Report (T1SCR) requires that seven pathways be evaluated. A field investigation will be conducted to determine the maximum concentrations of chemicals of concern in the soil and groundwater. Also, the surrounding area will be surveyed for receptors to determine which pathways are complete. The maximum contaminant concentrations in the soil and groundwater will be compared with the Tier 1 Look-up Table. If the maximum concentration of chemicals of concern for an individual pathway does not exceed the applicable Tier 1 levels, or if a pathway is incomplete, no further action is required to evaluate the pathway. If the Tier 1 levels are exceeded for any chemical of concern then, depending on the pathway, there are several options including performing a Tier 2 Site Cleanup Report (T2SCR).

Seven pathways require evaluation in the course of a Tier 1 Report. The seven pathways to be evaluated are: the groundwater ingestion pathway, soil leaching to groundwater pathway, groundwater vapor to enclosed space pathway, soil vapor to enclosed space pathway, groundwater to water line pathway, soil to water line pathway, and surface water pathway. Below is a short description of the seven pathways.

Groundwater Ingestion Pathway Assessment- This pathway addresses the potential for ***human ingestion*** of petroleum hydrocarbons from *existing wells or potential* water wells. The pathway is considered complete if either a drinking or non-drinking water well is located within 1,000 feet of the source area exhibiting maximum concentrations of chemicals of concern ***(actual receptor type)*** or the first encountered groundwater is a protected groundwater source ***(potential receptor type)***.

Soil Leaching to Groundwater Pathway Assessment - This pathway addresses the potential for soil contamination to leach to groundwater creating a risk of human exposure through the groundwater ingestion pathway. This pathway is considered complete if the groundwater ingestion pathway is complete. At Tier 1 there are two possible receptor types associated with the pathway: groundwater ingestion-actual and groundwater ingestion-potential.

Groundwater Vapor to Enclosed Space Pathway- This pathway addresses the potential for vapors from contaminated groundwater to ***migrate*** to enclosed spaces where ***humans*** could inhale the chemicals of concern at potentially hazardous levels. This pathway, ***which is always considered complete for purposes of Tier 1 unless the site specific values are under the Tier 1 look-up table values for this pathway***, assumes the health-based Tier 1 levels will adequately protect against any associated short and long-term explosive or human health risks. There are four possible receptor types associated with this pathway: groundwater vapor-confined space-residential; groundwater vapor-confined space-nonresidential; groundwater vapor-sanitary sewer-residential; and groundwater vapor-sanitary sewer-nonresidential.

Soil Vapor to Enclosed Space Pathway- This pathway addresses the potential for vapors from contaminated soils to ***migrate*** to enclosed spaces where ***humans*** could inhale the chemicals of concern at unacceptable levels. This pathway assessment, ***which is always considered complete for purposes of Tier 1 unless the site specific values are under the Tier 1 look-up table values for this pathway***, assumes the health-based Tier 1 levels will adequately protect against any associated short and long-term explosive or human health risks.

Groundwater to Water Line Pathway- This pathway addresses the potential for creating a drinking water ingestion risk due to contaminated groundwater contact with water lines which may cause infusion to the drinking water.

Soil to Water Line Pathway- This pathway addresses the potential for creating a drinking water ingestion risk due to contaminated soil contact with water lines which may cause infusion to the drinking water.

Surface Water Pathway- This pathway addresses the potential for contaminated groundwater to impact surface water bodies thereby creating risks to ***human health and aquatic life***.
The above pathways would fail at a Tier I level for the following reasons:

SCOPE OF SERVICES
Field Activities
Drilling and Sampling: This proposal includes the drilling, logging and sampling of seven soil borings. Soil cores will be screened in the field with a photoionization detector (PID) to serve as a guide to identify the maximum

concentrations of the chemicals of concern and source(s) of contamination, and to define the vertical extent of the soil contamination.

- Install monitoring well TMW1 location.
- Install two soil borings, one beneath each former underground storage tank. Set monitoring well at location with highest field screening value.
- Resample S3, collect soil sample at previous sample depth.
- Install monitoring well down-gradient of the source location.
- Conduct three (3) hydraulic conductivity tests.
- A minimum of three monitoring wells are required.

Receptor/Explosive Vapor Survey: An evaluation of the potential that contamination at the site may be in contact with receptors will be performed. Buildings, enclosed spaces, conduits and all water lines will be identified within 200 feet of the site. An explosive vapor survey will be conducted in areas where the buildup of explosive vapor levels could occur. The survey will include, but not limited to: basements, crawl spaces, utility service lines and access ways within 200 feet of the site.

Surface Water Body Survey: All surface water bodies (lakes, ponds, streams, drainage ditches, etc.) within 200 feet of the site will be identified and visually inspected for a sheen on the surface, and residues along a stream bank or bed. If a sheen or residue is evident a sufficient investigation will be completed to determine its source.

Laboratory Testing

Analytical Testing: Soil and groundwater samples collected will be sent to a certified laboratory for analysis by Iowa Methods OA1/OA2/MTBE.

Tier 1 Site Cleanup Report

Data Compilation. A T1SCR will be prepared that outlines the results of the site investigation, pathway evaluation and, for any pathways which fail at Tier 1, the corrective actions selected. The report will be completed in the IDNR prescribed format and will include the necessary attachments, maps, charts and appendices.

Pathway Evaluation. The data collected during this investigation will provide guidance to classify each pathway as Passed, Failed or No Action Required as outlined in the IDNR Tier 1 Site Cleanup Report guidance document.

Corrective Action Selection: An analysis of corrective action alternatives will be performed for the site and the most appropriate will be selected for each pathway.

ITEM	DESCRIPTION- Tier 2 Evaluation	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Driller Mobilization	1	LUMP	$ 650.00	$ 650.00
2	Monitoring Well Install (OA1/OA2/MTBE)	3	WELL	$ 1,460.00	$ 4,380.00
3	Soil Boring (OA1/OA2/MTBE)	1	BORING	$ 450.00	$ 450.00
4	Receptor Survey	1	SURVEY	$ 500.00	$ 500.00
5	Seneca Mileage	186	MILE	$ 0.85	$ 158.10
6	Seneca Mobilization	3.25	HOUR	$ 65.00	$ 211.25
7	Per Diem	1	DAY	$ 125.00	$ 125.00
8	Hydraulic Conductivity Test	3	TEST	$ 100.00	$ 300.00
9	Project Management	4	HOUR	$ 85.00	$ 340.00
10	Tier 1 Report	1	REPORT	$ 1,250.00	$ 1,250.00
11	Utility Notifications	2	EACH	$ 150.00	$ 300.00
				Total	$ 8,664.35

The total funds requested for these services are $8,664.35 (excluding taxes where applicable).

If this proposal is agreeable to you, please sign the enclosed agreement and return to jbaker@senecaco.com. Seneca will countersign and return a copy for your records.

If you have any questions, please contact me at 515-261-7759 or jbaker@senecaco.com. Seneca Companies appreciates the opportunity to assist you in this matter.

Sincerely,
Seneca Companies, Inc.

Jennifer Baker

Jennifer Baker, CGP #2086
Project Manager

Encl: Seneca Companies, Inc. Contract Agreement

Cc: Chris Biellier, Vice President of Environmental Services
Cunningham Lindsey

Seneca Companies, Inc. Contract Agreement

THIS AGREEMENT, entered on March 28, 2016 between City of Carroll hereinafter called "Customer," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct **TIER 2 SITE ASSESSMENT, ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN (ALLEY EAST OF WALGREENS), CARROLL, IA** hereinafter called the "Project."

The Customer and Seneca for mutual consideration, agree as follows:

GENERAL CONDITIONS

Proposal Number:	20160150
Proposal Amount:	$8,664.35
Down Payment:	Not applicable
Terms of Payment:	See attached Seneca Companies, Inc. Contract Agreement Terms and Conditions
Taxes:	Not Included
Pricing:	Proposal and pricing valid for 60 days

The obligations of the client hereunder are not contingent or conditioned upon the receipt of insurance or other third party payments.

The attached Seneca Companies, Inc. Contract Agreement Terms and Conditions are incorporated into this agreement.

Accepted By:

City of Carroll	Seneca Companies, Inc.
Authorized Signature	Authorized Signature
Title	Vice President of Petroleum Services Title
Date	Date

SENECA COMPANIES, INC. CONTRACT AGREEMENT TERMS AND CONDITIONS

1. Scope of Work and Payment. Customer shall pay Seneca for the services in the amounts and at the times set forth in the Proposal and Agreement. Customer agrees to pay all account balances in full within 10 days from receipt of invoice. Balances not received in full within 30 days shall bear an interest charge of 1.5% per month (18% per year). Customer is responsible for all applicable taxes. Customer shall pay a $30.00 fee for each check returned for insufficient funds. Payment by credit card may incur additional applicable fees.
2. Price. This Proposal is expressly contingent upon all conditions being as observed, represented, and warranted at the time of bid. The price covers only those items which are specifically set forth in the Proposal for this project. All other items will be billed to Customer on a time and materials basis.
3. Returns and Cancellation. All sales to Customer are final and no returns or cancellations will be allowed except at the discretion and upon terms acceptable to Seneca.
4. Third Party Payment. Customer is responsible for full and timely payment of account balances regardless of whether Customer has received payment under any insurance policy, or from any third person or entity who may agree to or may be legally required to pay Customer's account balance. Upon request of Seneca, Customer shall assign to Seneca any and all rights it may have to third party payments. Upon assignment, Seneca is entitled to seek any remedies that Customer would have had for third party payments.
5. Authorization and Access. Customer shall provide Seneca with all necessary access to the property upon which services are to be performed. Customer warrants that it has obtained or will obtain prior to performance of the services all necessary permits, licenses, consents, and authorizations required in connection with performance of services set forth in the Proposal.
6. Warranties. Seneca is at all times acting as an independent contractor in performance of services under this Agreement. Seneca will perform services using that degree of skill and care ordinarily exercised by other members of the profession under similar circumstances. No other warranty, expressed or implied, is made or intended by Seneca. Seneca does not warrant or represent that a site is not contaminated and Client acknowledges that the risk of contamination cannot be totally eliminated.
7. Duties of the Customer. Customer shall provide a written, complete, and accurate description of the site and site conditions to Seneca. Customer warrants that it will disclose all adverse or unfavorable site conditions which may affect this Agreement. Customer shall furnish as requested by Seneca, all reports, data, studies, plans, specifications, or other information deemed necessary by Seneca for performance of all services provided hereunder. Customer represents and warrants that all information provided to Seneca is complete and accurate. Customer represents and warrants that is has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
8. Utilities and Underground Structures. Customer shall identify the location of all utilities and underground structures. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold Seneca harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to Seneca's attention. Such indemnity shall include payment of litigation costs, experts fees, and attorneys fees incurred by Seneca
9. Sampling, Handling and Reporting of Materials. Customer acknowledges that Seneca has neither created nor contributed to the creation or existence of any contamination at the site and Seneca's compensation hereunder is not commensurate with the potential risk of injury of loss which may be caused by contamination. Seneca shall not be deemed a generator, owner, operator, storer, treater, transporter, arranger, or disposal facility by reason of the services it provides to Customer. All laboratory and field equipment contaminated in performance of the services hereunder which cannot be reasonably decontaminated shall become the responsibility of Customer to decontaminate or to purchase for the fair market value. Customer shall be responsible for complying with all reporting requirements under applicable law. If Customer fails to report a condition which may pose a threat to human health or the environment, Seneca may, but is not required to, report the same.
10. Force Majeure. Seneca shall not be liable for failure or delay in performing under this Agreement to the extent that such failure or delay is caused by an event or causes beyond Seneca's control.
11. Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, price of services, time for performance, or the risk involved, Seneca shall notify Customer. Seneca may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to Seneca have been made, or terminate the services by notifying Customer in writing. Seneca shall be entitled to the fair and reasonable value of its services through the time of termination.
12. Limitation of Liability. Seneca shall be liable only for damages that are a direct result of the negligence of Seneca. Customer agrees that Seneca's total liability to Customer for claims arising out of or arising from Seneca's sale of goods or performance of services under this Agreement shall not exceed $50,000 or the total fees payable to Seneca for the particular project, whichever is less. Seneca shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims). Customer recognizes that the work set forth in the Proposal may effect, alter, or damage the property and Seneca shall not be responsible for such damage unless it is a direct result of negligence of Seneca. Any claims, demands, or causes of action against Seneca arising from or related in any manner to this Agreement, or to work, services, goods or products provided by Seneca pursuant to this agreement, must be brought within two (2) years from the date the work, service or provision of goods or products has been completed.
13. Remedies and Indemnity. In the event of breach of this Agreement by Customer, Seneca may proceed in law or equity to enforce its rights hereunder. Seneca, at its discretion, may elect to proceed by arbitration which shall be binding on the Parties. Customer shall pay all costs and expenses, including attorney's fees, incurred by Seneca in enforcing its rights hereunder. Customer shall indemnify, defend, and hold harmless Seneca from and against all claims, demands, and causes of actions arising out of or resulting from Customer's breach of this Agreement or Seneca's performance of services hereunder.
14. No Third Party Reliance. Seneca is providing services, including the generation of any written materials or "work product", for the sole benefit of and reliance by the Customer. Customer shall not distribute or disclose any work product of Seneca without prior written approval of Seneca. There are no intended third-party beneficiaries to this Agreement, and no party other than Customer is entitled to rely on Seneca's services or work product.
15. Termination. Seneca may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.
16. Assignment. This Agreement may not be assigned by Customer without written consent of Seneca. If assigned, Customer will continue to be bound by this Agreement and will be liable for all terms and conditions contained herein.
17. Jurisdiction and Venue. Customer agrees that this Agreement shall be governed by Iowa law and jurisdiction and venue shall be with the Iowa District Court for Polk County or as otherwise required by law.
18. Entire Agreement. The written proposal for work, together with any referenced attachments, these terms and conditions, and any applicable Seneca Customer Application Agreement shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
19. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
20. Severability. Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.