City of Carroll

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

MEMO TO: Mike Pogge-Weaver, City Manager MSP-W

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

DATE: May 23, 2018

SUBJECT: Alley: Block 10, Original Town
Abandoned Tank Site
Free Product/HVE Proposal

The alley located between Main Street and Court Street from U.S. 30 to 7th Street is the site of an abandoned tank. Seneca Companies, Inc. (Seneca) was initially contracted in March, 2016, to perform Site Assessments and Free Product Recovery as required by the Department of Natural Resources (DNR). The DNR has assigned the site a "No Action Required" classification. A no further action certification cannot be issued by the DNR until the site meets the free product recovery thresholds of the Iowa Administrative Code (IAC).

Free product recovered has consistently exceeded the IAC thresholds. In an effort to move the site toward closure in a more timely manner, a proposal for a High Vacuum Extraction (HVE) pilot test has been requested from Seneca. The results of the HVE test will help determine what corrective actions may speed up recovery. The proposal, copy attached, includes fees for Free Product Recovery, seven quarters, and the HVE test as follows:

Free Product Recovery	$12,148.50
HVE Test	$3,987.08
Total	$16,135.58

RECOMMENDATION: Mayor and City Council consideration and passage and approval of the Resolution Accepting the Proposal of Seneca Companies, Inc. for Free Product Recovery and High Vacuum Extraction for the Alley: Block 10, Original Town Abandoned Tank Site.

RMK:ds

attachments (2)

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE PROPOSAL OF SENECA COMPANIES, INC. FOR FREE PRODUCT RECOVERY AND HIGH VACUUM EXTRACTION FOR THE ALLEY: BLOCK 10, ORIGINAL TOWN ABANDONED TANK SITE.

WHEREAS, Free Product Recovery is required at the abandoned tank site in the Alley: Block 10, Original Town; and,

WHEREAS, a Proposal for Free Product Recovery and High Vacuum Extraction has been prepared with Seneca Companies, Inc.; and,

WHEREAS, it is determined that acceptance of the Proposal is 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 Free Product Recovery and High Vacuum Extraction for the Alley: Block 10, Original Town Abandoned Tank Site is accepted.

Passed and approved by the Carroll City Council this 29th day of May, 2018.

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
4140 E. 14th Street
Des Moines, IA 50313-3804
Toll-Free: 800-369-5500

May 9, 2018

Seneca Proposal #: 20180287 ☒Original ☐Revised

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

RE: 2018 FREE PRODUCT/HVE PROPOSAL: ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN, CARROLL, IA .
LUST# 9LTM94 REGISTRATION# 200600034

Mr. Krauel,

Seneca Environmental Services is pleased to submit this proposal and budget to perform Free Product recovery activities and a High Vacuum Extraction (HVE) pilot test. Seneca received verbal permission from the IDNR to transition to quarterly reporting for the site. Written authorization should be sent out soon. The following proposal lists costs associated with free product activities through the end of 2019 and a HVE pilot test.

A High Vacuum Extraction (HVE) pilot test has also been proposed to determine what corrective actions may speed up recovery and move the site towards closure in a more timely manner. The HVE event will involve low vacuum suction on free product well MW2. Data collected from the HVE event will be utilized to determine effective recovery options at the site, which may include the installation of a skimmer system, additional HVE events, or product absorbers. Once the pilot test is completed Seneca will complete a Recommendations Report detailing the proposed corrective action to be taken at the site.

Costs for these activities are listed below.

ITEM	DESCRIPTION-FREE PRODUCT	QUANTITY	UNIT PRICE	TOTAL
1	Free Product Recovery (1hr/month)	3	$ 70.00	$ 210.00
2	Oil/Water Probe (day)	3	$ 45.00	$ 135.00
3	Seneca Mileage (186 miles/month)	558	$ 1.00	$ 558.00
4	Seneca Mobilization (3.25hr/month)	9.75	$ 70.00	$ 682.50
5	Quarterly Report	1	$ 150.00	$ 150.00
			Quarterly	$ 1,735.50
			7 QTR Total	$ 12,148.50
ITEM	**DESCRIPTION-HVE**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
1	Environmental Tech Site time	6	$70.00	$ 420.00
2	Expendable materials	1	$350.00	$ 350.00
3	Field Equipment	1	$85.00	$ 85.00
4	HVE (sub+15%)	1	$2,547.08	$ 2,547.08
5	Project Management	1	$85.00	$ 85.00
6	Recommenations Report	1	$500.00	$ 500.00
			Subtotal	$ 3,987.08
			Total	$ 16,135.58

*Non-taxable item

The total funds requested for these services are $16,135.58. If this proposal is agreeable to you, please sign the enclosed agreement and return. If you have any questions, please contact me at 515-261-7727 or acarver@senecaco.com.

Seneca Companies appreciates the opportunity to assist you in this matter.

Sincerely,
Seneca Companies, Inc.

Andrew Carver
Project Manager, CGP #2106

Encl: Seneca Companies, Inc. Contract Agreement

Cc: Leslie Nagel, DSM Consulting Manager: Job # 6311507

Seneca Companies, Inc. Contract Agreement

THIS AGREEMENT, entered on May 9, 2018 between City of Carroll hereinafter called "Customer," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct **2018 FREE PRODUCT/HVE PROPOSAL: ABANDONED TANK SITE, EAST 6TH AND NORTH MAIN, CARROLL, IA** hereinafter called the "Project."

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

GENERAL CONDITIONS

Proposal Number:	20180287
Proposal Amount:	$16,135.58
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 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.

Seneca Companies
The Complete Solution

Prepared for: Andrew Carver

24 hr Dispatch
800-369-5500

Seneca Companies
The Complete Solution

Project Name: 5 HR HVE East 6th and North Main in Carroll, IA

Date: 5-8-18

This is an estimate only actual time and material will be billed accordingly. We will mobilize to the site address and check in with the SES contact. We will then assist setting up the HVE equipment. Once this has been completed we will start the 5 hour continuous vacuum on the well. After the 5 hours has been completed we will assist with the picking up of the HVE equipment and will complete the manifest and haul to the disposal facility.

PREPARED BY: Joel Wilkerson WORK
PHONE: 515-309-1280 CELL:
515-240-2137 E-MAIL: jwilkerson@senecaco.com
IMPORTANT: See Terms and Conditions page. Below.

Category	# Techs	Unit Cost	Label	Unit	Total Cost	NOTES
Labor Rates						
Site Supervisor**	1	$65.00	hr(ST)	8	$520.00	
Site Supervisor**	1	$87.00	hr(OT)	4	$348.00	
Clerical	1	$47.00	hr	1	$47.00	
			Sub-Total		**$915.00**	
Trucks and Trailers						
Kenworth Vacuum Truck – Wet	1	$70.00	hr	12	$840.00	
			Sub-Total		**$840.00**	
Level D PPE incl. Hardhat, Liner, Gloves, Metatarsal Rubber Boots, Safety glasses, Dayglo Vest, Ear Plugs/Muffs, Pocket Tools Coveralls, Winter gear, Hydrating Liquids	1	$35.00	day	1	$35.00	
			Sub-Total		**$35.00**	
Waste Disposal - all rates subject to waste characterization and lab results						
Disposal - 100% Non-HAZ fluid, waste water		60¢	gl	500	$300.00	
			Sub-Total		**$300.00**	
Manifest						
Hazardous or Non-Hazardous		$5.00	ea	1	$5.00	
			Sub-Total		**$5.00**	
Fuel Surcharge (Equipment only) As of		$840.00	X	8%	$67.20	
Pollution Liability Ins. (Labor & Equipment)		$1,755.00	X	3%	$52.65	
Estimate of Time and Materials			**Grand TOTAL**		**$2,214.85**	

Thank you for the opportunity to propose our services. Please sign & return. Required prior to commitment or dispatch of service assets.

Seneca Companies
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