



Division of Public Works .
1000 South Houser St.
Muscatine, IA 52761

Recycling Center and Transfer Station

Phone (563) 263-9689
Fax: (563) 263-9689

Recycling Center
Transfer Station
Landfill Operations
Refuse Collection

MEMORANDUM

To: Mayor and City Council Members

Cc: Greg Jenkins, Interim City Administrator

From: David Popp, Solid Waste/Collection and Drainage Manager

Date: July 30, 2020

Re: Muscatine Landfill Regulatory Assistance Services Proposal

Introduction:

The City of Muscatine operates the Muscatine County Sanitary Landfill. Engineering services such as permitting, survey and staking, planning and other miscellaneous projects have been provided under an agreement with Barker Lemar Engineering Consultants of Des Moines, Iowa.

Background:

The purpose of this proposal is to provide regulatory assistance services that are necessary to comply with Iowa DNR and EPA requirements for landfill operations when requested by the City of Muscatine.

Recommendation/Rationale:

Staff recommends that the council approve this request for proposal No. 185554 from Barker Lemar Engineering Consultants for the amount of \$15,000.00 for FY 2021, \$15,000.00 for FY 2022 and \$15,000.00 for FY 2023. \$15,000.00 has been budgeted in the FY 2021 Landfill Budget for this expense.

Background Information:

Barker Lemar Engineering Consultants proposal No.185554

March 19, 2020

Mr. Dave Popp
Muscatine County Solid Waste Management Agency
1000 South Houser
Muscatine, Iowa 52761

RE: Proposal: Regulatory Assistance – Fiscal Year 2021 through Fiscal Year 2023 (July 1, 2020 through June 30, 2023)
Muscatine County Sanitary Landfill, Muscatine Recycling and Transfer Station,
and Muscatine C&D Landfill
Proposal No. 185554

Dear Dave:

BARKER LEMAR ENGINEERING CONSULTANTS (BARKER LEMAR) appreciates the opportunity to provide services to the City of Muscatine (Client). The purpose of the proposed scope of services is to provide regulatory assistance and administrative services when requested for facilities owned and/or operated by the Client.

1.0 PROJECT UNDERSTANDING

The Client owns and/or operates the Muscatine County Sanitary Landfill, the Muscatine Recycling and Transfer Station, and the Muscatine C&D Landfill. Situations arise where outside assistance is requested for small activities, not justifying a full scope. Therefore, this establishes an agreement between the Client and BARKER LEMAR for providing assistance, as requested, throughout the duration of this scope of services.

2.0 SCOPE OF SERVICES

The purpose of this scope of services is to provide services associated with general landfill/recycling operations, waste/recycling management activities, and regulatory compliance. Tasks may include, but are not limited to, the following:

- Regulatory Correspondence;
- Permit Amendment Requests;
- Landfill Survey and Staking Activities;
- Long Range Planning Activities; and
- Other Miscellaneous Projects as Directed by the Client.

3.0 LIMITATIONS

Services not set forth in section 2.0, scope of services, are excluded from this proposal. BARKER LEMAR assumes no responsibility to perform such excluded services and has no liability associated with the non-performance of such services.

4.0 SCHEDULE

BARKER LEMAR will begin these services subsequent to receiving the signed confirmation of notice to proceed, or the Client's verbal authorization followed by the signed confirmation of notice to proceed. BARKER LEMAR will complete the scope of services from July 1, 2020 through June 30, 2023, as requested by the Client.

5.0 COMPENSATION

The fees for the proposed scope of services will be billed on a time and expense basis not to exceed \$45,000 (\$15,000 per fiscal year). Our invoices will be submitted monthly and will reflect the time and expenses incurred during the invoice period. The compensation for the proposed scope of services is valid for 60 days following the date of this proposal. Payment terms are to be followed as stated in the attached Terms and Conditions. Should conditions be encountered that require significant changes or an increase in the scope of work, we will contact you and proceed further only with your authorization.

6.0 HEALTH AND SAFETY

This proposal assumes that Level D safety precautions are adequate, and that confined space entry will not be required. Level D safety attire generally consists of a normal work uniform including safety shoes, hard-hat where required, and appropriate eye protection. The costs will be adjusted accordingly if site-specific conditions require more stringent health and safety or confined space entry procedures.

7.0 CONDITIONS

Items to be provided by the Client include the right-of-entry to conduct on-site activities requested by the Client. The Client is responsible for making BARKER LEMAR aware of any restrictions or special requirements regarding the site and its required activities prior to the commencement of the fieldwork. We have enclosed our Terms and Conditions that should be considered part of this proposal.

CONFIRMATION OF NOTICE TO PROCEED

Proposal No. 185554

The above proposal and attached Terms and Conditions are understood and accepted.

BARKER LEMAR agrees to perform and complete the following Services for the Client at its facilities located in Muscatine County, Iowa.

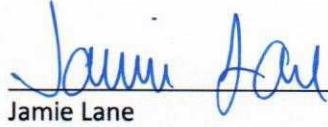
The scope of services is described as tasks requested by the Client, examples of which are noted in Section 2.0 scope of services; and provide other technical and/or administrative services as needed and outlined in this proposal.

BARKER LEMAR agrees to perform the above scope of services on a labor and expense basis. Total compensation is not to exceed \$45,000; or \$15,000 per FY. Client will only be invoiced for services provided in accordance with BARKER LEMAR's current rate schedule.

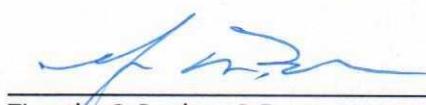
If you have questions regarding any of the information above, please contact one of the authorized signers below at 515.256.8814, or 800.707.4248.

If this proposal meets with your approval, sign and return a copy via email or fax to 515.256.0572.

BARKER LEMAR ENGINEERING CONSULTANTS


Jamie Lane

Ecological/Compliance Analyst
3/19/2020
jlane@barkerlemar.com


Timothy C. Buelow, P.E.
Principal Engineer
3/19/2020
tbuelow@barkerlemar.com

CITY OF MUSCATINE

Dave Popp

Solid Waste/Collections and Drainage Manager

Date:

dpopp@muscataineiowa.gov

Copies: Addressee
Electronic File

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TERMS AND CONDITIONS

PAYMENT TERMS

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of 1 1/2% per month. If 1 1/2% per month exceeds the maximum allowed by law; the charge shall automatically be reduced to the maximum legally allowable. In the event the Client requests termination of the services prior to completion, a termination charge in an amount not to exceed 30% of all charges incurred through the date services are stopped plus any shutdown costs may, at the discretion of Barker, Lemar & Associates, Inc., be made. If during the execution of the services, Barker, Lemar & Associates, Inc., is required to stop operations as a result of changes in the scope of services such as requested by the Client or requirements of third parties, additional charges will be applicable. Client is responsible for all cost of the collection of unpaid accounts, including reasonable attorney fees.

INSURANCE

Barker, Lemar & Associates, Inc. maintains Workers' Compensation and Employers Liability Insurance in conformance with applicable state law. In addition, we maintain Commercial General Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000 and Automobile Liability Insurance with combined Single Bodily Injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage, which contains a clause providing that 10 days written notice be given prior to cancellation. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Barker, Lemar & Associates, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and Barker, Lemar & Associates, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Barker, Lemar & Associates, Inc. and Barker, Lemar & Associates, Inc.'s officers, directors, partners, employees, shareholders, owners and sub consultants shall not exceed the applicable insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Client agrees that Barker, Lemar & Associates, Inc.'s liability for any damage on account of any error, omission, or other professional negligence by Barker, Lemar & Associates, Inc. will be limited to a sum not to exceed \$50,000 or the amount presently due Barker, Lemar & Associates, Inc. for services rendered hereunder, whichever is greater.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Barker, Lemar & Associates, Inc., their respective officers, directors, partners, employees, contractor or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. The mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Barker, Lemar & Associates, Inc. shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and sub contracts with others involved in this project. Barker, Lemar & Associates, Inc. is not liable for consequential damages.

Barker, Lemar & Associates, Inc. shall not be responsible for any acts or omissions of the Contractor, any sub contractor, any entity performing any portions of the Work or any agents or employees of any of them. Barker, Lemar & Associates, Inc. does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

POLLUTION CLAIMS

Client hereby understands and agrees that Barker, Lemar & Associates, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Barker, Lemar & Associates, Inc. has been retained to provide professional engineering services. Barker, Lemar & Associates, Inc.'s total liability to Client resulting from any release or threatened release of any hazardous waste, substance, pollutant or contaminant, whether or not directly or indirectly generated by Barker, Lemar & Associates, Inc.'s performance of the work hereunder (including any injury to persons or property or death resulting there from), shall not exceed the amount due Barker, Lemar & Associates, Inc. for services rendered hereunder. This limitation applies to all liabilities, including indemnification liabilities, whether based on contract, tort (including negligence), and strict liability or otherwise. This limitation of liability does not in any way limit or affect Client's obligations to indemnify and hold Barker, Lemar & Associates, Inc., its owners, officers, directors, and employees harmless. This limitation of liability shall not apply to the extent it is held that the loss or damage arose from Barker, Lemar & Associates, Inc.'s gross negligence or intentional misconduct. In addition, Client agrees to limit Barker, Lemar & Associates, Inc.'s liability to the same extent that Client's liability is limited pursuant to its contract with its client (if one exists).

DOCUMENTS

Barker, Lemar & Associates, Inc.'s liability to Owner for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. Barker, Lemar & Associates, Inc. makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Barker, Lemar & Associates, Inc. under this Agreement. In no event shall Barker, Lemar & Associates, Inc., its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.

STANDARD OF CARE

In providing services under this Agreement, Barker, Lemar & Associates, Inc. shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same or similar locality. Barker, Lemar & Associates, Inc. makes no warranty, express or implied, as to its professional services rendered under this Agreement.

RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish right-of-entry on the property for Barker, Lemar & Associates Inc. to make the planned borings, surveys, tests, and/or explorations. Barker, Lemar & Associates Inc. will take reasonable precautions to limit damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage that may result. If Client desires Barker, Lemar & Associates Inc. to restore the property to its former condition, we will accomplish this, to the extent reasonably possible, and add the cost to the proposed fee.

SITE VISITS

Barker, Lemar & Associates, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Barker, Lemar & Associates, Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of Barker, Lemar & Associates, Inc.'s work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, Barker, Lemar & Associates, Inc. shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work.