



# City of Muscatine



## AGENDA ITEM SUMMARY

DATE: August 5, 2021

### STAFF

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Captain Anthony Kies

### SUBJECT

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Request to approve agreement with Enviromark Industrial for Lead Soil Remediation Services at the former Muscatine Power and Water (MPW) Police firing range site.

### EXECUTIVE SUMMARY

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Due to frequent flooding at the Police Firing Range located on Muscatine Power and Water (MPW) property and that an agreement with MPW for use of the property is expiring, the City has chosen not to repair the facility and the building has been demolished. The City is now obligated to conduct lead soil remediation to restore the site.

It is recommended that the City enter into an agreement with Enviromark Industrial for this service in the amount of \$94,576. Enviromark is the sole vendor for lead remediation in this area and was recommended by Iowa Department of Natural Resources (DNR). Enviromark will provide all labor, equipment, materials, supplies, insurance and supervision necessary to perform this project.

### STAFF RECOMMENDATION

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Staff recommends City Council approve the agreement with Enviromark Industrial for lead remediation services at the police firing range. The firing range will be formally closed upon completion of the remediation.

### BACKGROUND/DISCUSSION

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The Muscatine Police Department entered into an agreement with Muscatine Power and Water (MPW) in 1992 to grant the City the use of a designated area on MPW property for use as a firing range and for the construction of a training facility. The original agreement was extended twice, with the final extension expiring on August 1, 2021.

The existing facility was built in two stages. The lower training facility was built in 1993 and the upper range was built around 2010. The upper range was constructed due to the continual

flooding issues in the lower range area. The flooding of the lower range negatively impacted training and firearms qualifications.

The training facility on the lower range housed a classroom with restrooms, weapons cleaning station and equipment storage. The building had running water but it was not safe for drinking. The training facility flooded on numerous occasions and had to be remediated for mold issues several times since it was built in 1993. The training facility was demolished in 2020.

The City must now conduct lead remediation at the site. Such remediation is a state requirement and a condition of the agreement with MPW. Staff worked in partnership with Iowa Department of Natural Resources to conduct the lead assessment.

Following the lead remediation, the firing range site will be closed. Staff is exploring long-term options for a new training facility and firing range. Until a long-term solution is identified, the Police Department has reached an agreement to utilize the West Liberty Gun Club for firearms training.

#### **CITY FINANCIAL IMPACT**

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In September of 2019 the City received \$37,564.43 in proceeds from the Flood Insurance policy on the former Range building due to the extensive damages from the 2019 flood. A portion of these funds were used for the demolition of the Range building (including the required asbestos survey), which left approximately \$27,700 in this fund. It is recommended that balance be used towards the required site cleanup at the former site. The remaining costs of the site cleanup, estimated at \$66,876, is proposed to be funded from the spring 2022 bond issue. Total cost of the project is \$94,576.

#### **ATTACHMENTS**

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See attachments



7301 Vine Street Court  
Davenport, IA 52806  
ph: 563-388-9100  
fax: 563-388-1515

**EN21 Muscatine PD \_ Shooting Range**

**May 18, 2021**

Capt. Anthony Kies  
Muscatine Police Department  
312 E. 5th St.  
Muscatine, IA 52761  
563-263-9922 ext. 636

RE: – Shooting Range Remediation

Thank you for providing Enviromark the opportunity to submit this proposal to **MUSCATINE PD** regarding the remediation services as requested.

The attached Scope of Services ("Exhibit A") details the Services to be undertaken by Enviromark with respect to **Muscatine PD**. Services will be initiated upon receipt of an executed copy of this letter. Enviromark's estimated fee is listed **time and material** (excluding taxes where applicable). The disposal price quoted is based on disposal volumes relayed from **CLIENT** to Enviromark. **Should volume exceed estimated amount, client will be invoiced for overtime labor as requested, and at a per ton rate over quoted amount of disposal material.**

The terms, conditions and limitations stated in this letter and the attached documents shall constitute the exclusive terms and conditions and services to be performed for this project.

If the proposal meets with your approval, please sign this letter where indicated acknowledging both your acceptance of the terms of this letter and the attached Terms and Conditions. Should you have any questions please feel free to call me. Thank you again for the opportunity to provide this proposal and we look forward to working with you on this project.

Sincerely,  
Dan Carstens  
General Manager  
**ENVIROMARK CORPORATION**

## **EN20 – Muscatine PD \_ Shooting Range**

Enviromark Corporation is pleased to present **Muscatine PD** this cost estimate for the industrial cleaning (Lead Soil Remediation SERVICES) as directed.

Enviromark will provide all labor, equipment, materials, supplies, insurance and supervision necessary to perform this project. Listed below you will find the fees associated with this cost estimate.

### **Enviromark's project scope includes:**

Daily Pre project meeting,

Discuss prep work, covering and prep by client, site access, discussion with Job Safety Disposal manifest and transport. Periodic Quality Control points as needed

### **Enviromark will supply the following:**

1. Labor / Equipment (10 Hours Per Day)
2. Other
  - PPE / Materials
  - Permit / Manifest

Enviromark anticipates this material to be cleaned as a dust form, all technicians working in the environment will don proper PPE for inhalation and dust hazards.

1. Material Removal – Removal of soil from Bulk Load Out area
  - Removal of the loose material to be removed excavator / loader onto semi dump trailers.
  - Collected material will be transported to client designated facility for disposal.
  - Transport truck hauling capacity is 18 ton maximum per load.
  - At the end of the project, Enviromark equipment will be deconned at the Enviromark facility.

If the proposal meets with your approval, please sign this letter where indicated acknowledging both your acceptance of the terms of this letter and the attached Terms and Conditions. Should you have any questions please feel free to call me. Thank you again for the opportunity to provide this proposal and we look forward to working with you on this project.

**Disposal of Lead Soil will be transported with a Hazardous Waste Manifest and recorded at the end disposal facility.**



Industrial · Environmental Waste Management Services

Capt. Anthony Kies  
Muscatine Police Department  
312 E. 5th St.  
Muscatine, IA 52761  
563-263-9922 ext. 636



Industrial · Environmental Waste Management Services

Re: Shooting Rand Remediation

Line Item	Rate	UOM	Amt	Total
Mobilization				N/A
Project Manager	\$109.00	hr	4	\$436.00
Excavator w/ W Operator and Loader	\$10,000.00	Week	1.5	\$15,000.00
Transportation _ Semi Dump Trailer 18 tons per load	\$1,500.00	Load	18	\$27,000.00
Disposal	\$160.00	ton	315	\$50,400.00
IL Per Yard Tax	\$6.06	Cubic Yard	250	\$1,515.00
		Each	LS	\$225.00
Fuel Surcharge	No Charge	Each	0	\$0.00
<b>Estimated Total</b>				<b>\$94,576.00</b>

Disposal not included

Prepared by:

Daniel Carstens

General Manager - Enviromark

18-May-21

Work as directed:

Time and Material

Basis

8 Working Days

ADD:


### **General Assumptions**

- This proposal is valid for thirty (30) days from the date that it was issued;
- If any changes to the volume, quantity and/or type of wastes that are offered for disposal which were not reflected in the original inventory may incur additional cost;
- Off-specification work scope items or additional client requests may incur additional fees
- Onsite Water supply and lighting will be supplied by client.
- All LOCK OUT / TAGOUT safety measurements will be completed by client.
- Any sensitive machinery not intended to be sprayed / cleaned will be covered by client.
- Enviromark Technicians will have access to client restroom facilities and electricity.
- Enviromark equipment may be stored inside client building overnight
- Enviromark employees will have access to employee parking
- Work times are 8 Hour Shifts Monday – Friday working 6:00am – 5:00pm

### **Invoicing Procedures**

- Enviromark requires an executed contract, signed customer purchase order acceptable to Enviromark, or signed Enviromark terms and conditions to commence work.
- All rates are subject to change without prior written notice.
- Applicable sales taxes may apply.
- All invoices are due net 45 days from receipt. Balances outstanding more than 30 days after the agreed date are subject to a monthly finance charge of 1½ percent per month from the invoice date.
- All hourly rates for equipment and personnel are billed a minimum of 2 hours per day.
- Rates are not emergency response rates.

### **Additional Equipment**

- Cleaning, repair, or replacement charges will be assessed for equipment contaminated or damaged by site conditions. Equipment contaminated or damaged beyond repair will be invoiced to the customer.
- All pump rates include 10 feet of suction hose and 50 feet of discharge hose.

### **Personnel**

- A daily rate for subsistence, lodging, and incidental costs shall be charged per person. This rate shall be \$130/person/night.
- All personnel and equipment are invoiced portal-to-portal.
- Enviromark shall charge “demurrage” at the rate of \$100.00 per hour for loading/unloading time in excess of one hour, provided the delay is not caused by Enviromark.
- The Company reserves the right to increase personnel rates depending upon local conditions.

\*Any other unexpected fees will be invoiced at time and material unit rates.

Any additional disposal costs will be responsibility of client and invoiced at a rate of Enviromark's cost + 25% markup.

Please note: This estimate is based on a standard 5 day work week Monday – Friday, any work on Holidays, Saturday or Sunday will be billed at an overtime/double time rate respectively. These rates are reflective of Enviromark Corporation's standard hourly rates found in the Enviromark Pricelist.

Decontamination of equipment may be added upon project completion. Disposal charges are estimated. Please contact me with any questions or concerns that you may have.

### **EN21 – Muscatine PD \_ Shooting Ranger \_ Lead Soil**

1700 Dick Drake Way  
**Anthony Keis**

The terms of this proposal as described in this letter, and in the attached Terms and Conditions, are agreed to and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Accepted

**CLIENT**

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(Authorized signature and date)

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(Name printed or typed)

#### **ENVIROMARK Inc. - CONFIDENTIALITY STATEMENT**

The information contained in this proposal or quotation and any attachment(s) is ***Confidential, Privileged, Protected*** from any disclosure, and proprietary to **ENVIROMARK Inc.** This proposal or quotation and any attachments includes data that shall not be disclosed outside of **CLIENT** and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. This material is not intended by **ENVIROMARK Inc.**, to become a “record” and is entrusted to **CLIENT** with the understanding that it will be returned if **CLIENT** is unwilling or unable to maintain it as non-record material. The person addressed in this proposal or quotation is the sole authorized recipient. If you are not the intended recipient, you are hereby notified that any review, use, disclosure, retransmission, dissemination, distribution, copying, or any other actions related to this information is strictly prohibited. If you have received this proposal or quotation via fax, email or hard copy version in error, please inform the named sender within this proposal, quotation or document from **ENVIROMARK, Inc.** immediately and delete or destroy any copy of this proposal or quotation.

**TERMS AND CONDITIONS**  
Enviromark

**SECTION 1: SCOPE OF WORK:** ENVIROMARK shall perform the Services defined in the contract and shall invoice the Client for those Services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. ENVIROMARK will provide these additional Services at the contract fee schedule rate. Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. ENVIROMARK can perform additional work with prior authorization, and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of the contract unless otherwise noted. Initiation of Services by ENVIROMARK pursuant to this proposal will incorporate these terms and conditions.

**SECTION 2: ACCESS TO SITES, PERMITS AND APPROVALS:** Unless otherwise agreed, the Client will furnish ENVIROMARK with right-of-access to the site in order to conduct the planned Services. While ENVIROMARK will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration of which is not part of this Agreement. Unless otherwise agreed, the Client will secure all necessary approvals, permits, licenses and consents necessary to the performance of the Services hereunder.

**SECTION 3: UTILITIES:** In the performance of its Services, ENVIROMARK will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold ENVIROMARK harmless and indemnify ENVIROMARK for any claims, payments or other liability, including costs and attorney fees, incurred by ENVIROMARK for any damages to subterranean structures or utilities which are not called to ENVIROMARK'S attention and correctly shown on the plans furnished to ENVIROMARK.

**SECTION 4: UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the owner, the Client or their representative to advise ENVIROMARK of any known or suspected hazardous substances which are or may be related to the Services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which ENVIROMARK may be provided or obtain performing its Services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by ENVIROMARK employees, agents or subcontractors. If ENVIROMARK observes or suspects the existence of unanticipated hazardous materials during the course of providing Services, ENVIROMARK may at its option terminate further work on the project and notify Client of the condition. Services will be resumed only after a renegotiation of scope of Services and fees. In the event that such renegotiation cannot occur to the satisfaction of ENVIROMARK, ENVIROMARK may at its option terminate this contract.

**SECTION 5: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT:** ENVIROMARK does not create, generate or at any time own or take' possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Services. All hazardous materials including but not limited to used disposable protective gear and equipment, are the property of the Client, and responsibility for proper transportation and disposal is the Client's unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior alternate contractual arrangements are made.

**SECTION 6: INVOICES:** ENVIROMARK will submit invoices to the Client monthly and a final bill upon completion of Services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by ENVIROMARK relating to collection procedures on overdue accounts. Failure of Client to abide by the provisions of this section will be considered grounds for termination of this agreement by ENVIROMARK. If Client disputes any amounts invoiced, Client shall give ENVIROMARK prompt written notice thereof, including the item or items disputed and the basis for the dispute. Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein.

**SECTION 7: OWNERSHIP OF DOCUMENTS:** All reports and other documents prepared by ENVIROMARK as instruments of Service, shall remain the property of ENVIROMARK unless there are other contractual agreements.

**SECTION 8: CONFIDENTIALITY:** ENVIROMARK agrees to hold confidential all business or technical information obtained from the Client or his affiliates or generated in the performance of Services under this Agreement and identified in writing by the Client as "confidential". ENVIROMARK shall not disclose such information without the Client's consent except to the extent required for: 1) Performance of Services under this Agreement 2) Compliance with professional or ethical standards of conduct for preservation of public safety, health and welfare; 3) Compliance with any court order or other governmental directive and/or; 4) Protection of ENVIROMARK against claims or liabilities arising from performance of Services under this Agreement ENVIROMARK'S obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 9: STANDARD OF CARE:** Services performed by ENVIROMARK under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

**SECTION 10: SAFETY:** ENVIROMARK has adopted safety policy procedures for its personnel when providing Services at known or suspected hazardous waste sites. ENVIROMARK personnel will adhere to these procedures as site conditions require. ENVIROMARK is not responsible or liable for injuries or damage incurred by third parties who are not employees of ENVIROMARK. It is understood that ENVIROMARK will not be responsible for third party job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

**SECTION 11: SUBPOENAS:** The Client is responsible, after notification, for payment of time charges or expenses resulting from the required response by ENVIROMARK to subpoenas issued by any party other than ENVIROMARK in conjunction with work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

**SECTION 12: LIMITATION OF LIABILITY:** The Client agrees to limit ENVIROMARK's liability to the owner and all construction contractors and subcontractors on the project arising from ENVIROMARK's professional acts, errors, or omissions or breach of contract or other cause of action, such that the total aggregate liability of ENVIROMARK to all those named shall not exceed \$50,000 or ENVIROMARK's total fee for the Services rendered on this project, whichever is less, and Client hereby releases ENVIROMARK from any liability above such amount. The Client further agrees to require of the contractor and his subcontractors an identical limitation of ENVIROMARK's liability for damages suffered by the contractor or the subcontractor arising from ENVIROMARK's performance of Services. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of ENVIROMARK's professional acts, errors or omissions.

**SECTION 13: INSURANCE:** ENVIROMARK carries worker's compensation and employer's liability insurance and has coverage under public liability and property damage insurance policies. Certificates for all such policies of insurance will be provided to Client upon request. Within the limits and conditions of such insurance, ENVIROMARK agrees to indemnify and save Client harmless from and against any loss, damage, injury or liability arising from any negligent acts of ENVIROMARK, its employees, agents, subcontractors and their employees and agents. ENVIROMARK shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. ENVIROMARK shall not be responsible for any loss, damage or liability arising from any acts by a Client, its agents, staff, consultants employed by others, or other third parties who are not employees of ENVIROMARK.

**SECTION 14: INDEMNITY:** The Client acknowledges that ENVIROMARK has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against ENVIROMARK and agrees to indemnify and save ENVIROMARK, its agents, and employees harmless from any Claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to ENVIROMARK's performance of Services hereunder. Client and ENVIROMARK agree that they will not be liable to each other, under any circumstances, for special, consequential or punitive damages arising out of or related to the Agreement.

**SECTION 15: SEVERABILITY:** If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

**SECTION 16: TERMINATION:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination ENVIROMARK shall be paid for Services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of ENVIROMARK required to complete Services and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

**SECTION 17: ASSIGNS:** Neither the Client nor ENVIROMARK may delegate, assign, subwrite or transfer its duties or interest in this agreement without the written consent of the other party.

**SECTION 18: PRECEDENCE:** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENVIROMARK's Services.

**SECTION 20: ATTORNEYS' FEES:** In the event that any disputes arise under the terms of this Agreement Client shall be responsible for any attorneys' fees that are incurred by ENVIROMARK.

**SECTION 21: PRICE:** This Agreement 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 Agreement for this project. All other items will be billed to Client on a time and materials basis.

**SECTION 22: LAW TO APPLY:** The validity, interpretation, performance or breach of and all other matters relating to this Agreement shall be governed by and construed in accordance with the laws of this State of Iowa, without resort to the conflicts of laws provisions thereunder.

**SECTION 23: FORCE MAJEURE:** Should completion of any portion of the services be delayed beyond the estimated date of its completion beyond control of or without fault or negligence of ENVIROMARK, the parties shall mutually agree on the terms and conditions upon which the services may be continued or terminated. Force majeure includes unforeseeable causes beyond the control/ and/or without the fault or negligence of ENVIROMARK, including but not restricted to, acts of God or the public enemy, acts of any foreign, federal, state, or local government or governmental authority, or any of them acting in their sovereign capacity, acts of Client's contractor (except ENVIROMARK), fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrection, freight embargoes, acts of terrorism and unusually severe weather.