9c
09/08/15

NORTHWEST ENVIRONMENTAL SERVICES, INC.

CONTRACT FOR ENVIRONMENTAL SERVICES
Prepared August 27, 2015
and Revised 9-8-15

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. "The estimate forms a not-to-exceed basis for the contract, but it is expected that actual costs will be under this amount."

Consultant will not exceed the costs presented in Attachment A without written 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: Chairperson Woodbury County Board of Supervisor	Title: President
Date: 9-23-15	Date: 9-8-15

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	$200
		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	$270
		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
		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

		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
		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
		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
Debri screen custom fabrication (estimated)*			$145
Moble 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	$1,300
		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 Two scheduled trips per month.	24/trips	$175/ trip	$4,200
Site time Average of 10 hrs of monitoring and maintenance per month.	120 hours	$65/hr	$7,800
Effluent Sampling One sample collected & analyzed for BTEX per month.	12 samples	$85/sample	$1,020
Monthly Instrument Rental Includes PID, interface, pH/temp and decibel meters.	12 months	$95/month	$1,140
Quarterly groundwater monitoring Seven to eight samples collected & analyzed for BTEX every three months	30 sample	$85/sample	$2,550
Semi-annual Report Preparation Two reports submitted annually	40 hours	$65/hour	$2,600
Report Distribution	2 reports	$35/report	$70
		Total	$19,310

*Estimate does not include electrical power cost.

Revised 9-8-15

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.

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. Consultant 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. Consultant will determine all approved locations are free of subsurface facilities or utilities.

2.8 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.

Revised 9-8-15

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, subject to review and approval by IUST Fund administrators and Client's standard claims process. Consultant will submit invoices at intervals, which it deems appropriate for the project or work performed.

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 subject to Client's standard claims process.

3.3 Any invoice not paid within the payment terms noted above will be subject to a finance charge1.5% per month (annual rate 18%). Notwithstanding the foregoing, Client may, without penalty, withhold payment due to Consultant or Consultant's subcontractor's substantial nonperformance.

3.4 Consultant reserves the right to suspend performance of the contract due to Client's substantial nonperformance.

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.

Revised 9-8-15

4.3 To the extent permitted by law, 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.

5.2 The terms and conditions of this contract can be amended or modified only in writing executed by both Client and Consultantand subject to the approval of the administrators of the IUST Fund.

5.3 Consultant and its subcontractors, with regard to work performed under this contract, shall not discriminate on the grounds of race, color, sex, or national origin and shall comply with the provisions of Title VI of Civil Rights Act of 1964 and the associated regulations promulgated thereunder