

RESOLUTION NO. 25 -1999

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH EMPACO EQUIPMENT CORPORATION FOR REMOVAL OF UNDERGROUND FUEL STORAGE TANKS AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Empaco Equipment Corporation for the removal of underground fuel storage tanks and related closure work at the Village-owned property at 3083 Brecksville Road, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. That there be, and there hereby is, appropriated:

From the Capital Improvement Fund the sum of \$20,000 for the purpose of this project.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to clean up underground storage tanks and protect the environment; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: April 6, 1999

Michael H. Johnson
President of Council

Ronald W. Larsen
Mayor

Dated: 4/7/99

ATTEST:

Carole Gibson

Clerk of Council

PROPOSAL

EMPACO EQUIPMENT CORPORATION

2958 Brecksville Road · P.O. Box 535 · Richfield, Ohio 44286-0535
(216) 659-9393

MARCH 4, 1999

BOB WILKINSON
VILLAGE OF RICHFIELD
4410 WEST STREETSBORO ROAD
RICHFIELD, OHIO 44286

EMPACO EQUIPMENT CORPORATION IS PLEASED TO QUOTE THE FOLLOWING WORK AT SITE AT THE VILLAGE OF RICHFIELD SITE AT BRECKSVILLE ROAD AND BROADVIEW EXTENSION IN RICHFIELD, OHIO.

I. MOBILIZE A ONE (1) MAN FIELD SURVEY CREW AND GROUND PENETRATING RADAR (GPR) SYSTEM TO THE SITE TO ATTEMPT TO LOCATE ABANDONED UNDERGROUND STORAGE TANKS, IF PRESENT. PERFORM A GPR SURVEY IN DESIGNATED AND ACCESSIBLE AREAS. IMPORTANT LIMITATIONS TO THE PERFORMANCE OF THE GPR INCLUDE DEEPLY BURIED AND SMALL TARGETS, DENSE OR MULTI-LAYERED STEEL, CONDUCTIVE PAVEMENT AND THE PRESENCE OF MOIST SILTY-CLAYS. THE PRESENCE OF ANY OF THESE CONDITIONS MAY RESTRICT THE PENETRATION OF THE GPR SIGNAL. ADDITIONALLY, NON-STANDARD UST SHAPE AND CONSTRUCTION (IF PRESENT) COULD COMPLICATE THE INTERPRETATION OF THE UNDERGROUND STORAGE TANK. SUBMIT A BRIEF SUMMARY REPORT OF THE GPR RESULTS. THE GPR DATA IS INTERPRETED. NO WARRANTY OR STATEMENT OF FACT REGARDING ACTUAL SUBSURFACE CONDITIONS WILL BE FURNISHED.

TOTAL I: \$2,520.00

II. FURNISH A RUBBER TIRE BACKHOE WITH AN OPERATOR FOR AN EIGHT (8) HOUR PERIOD ON SITE FOR EXPLORITORY EXCAVATION.

TOTAL II: \$575.00

PLEASE NOTE:

1. EMPACO EQUIPMENT CORPORATION CANNOT BE HELD RESPONSIBLE FOR DAMAGE TO ANY UNDERGROUND UTILITY THAT MAY OCCUR. ANY DAMAGE TO UNDERGROUND UTILITIES WILL REPAIRED AT AN ADDITIONAL COST.
2. TERMS NET UPON RECEIPT. INTEREST OF 1-1/2% PER MONTH (EQUIVALENT TO 18% PER YEAR) MAY BE CHARGED ON ANY UNPAID BALANCE THAT IS 30 DAYS OLD. SAID INTEREST MAY ACCRUE UNTIL BALANCE AND INTEREST CHARGES ARE PAID IN FULL.
3. ANY DEVIATION FROM WHAT IS DESCRIBED IN OUR PROPOSAL WILL BE DONE AT AN ADDITIONAL COST.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

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MARCH 4, 1999

PAGE ONE OF TWO

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A. PERMITS:

ALL PERMITS REQUIRED FOR THE REMOVAL OF TWO (2) 64" DIAMETER, 24' LONG, 4,000 GALLON CAPACITY, STEEL UNDERGROUND STORAGE TANK SYSTEMS WILL BE FURNISHED BY OTHERS. ?

B. EXCAVATION AND UNDERGROUND STORAGE TANK REMOVAL:

EXCAVATE TO THE TOP OF THE UNDERGROUND STORAGE TANKS. PURGE VAPORS FROM THE TANKS WITH PROPER AUTHORITIES PRESENT. REMOVE THE UNDERGROUND STORAGE TANKS AND UP TO 50 LINEAR FEET OF PRODUCT AND/OR VENT PIPING.

C. TANK CLEANING AND DISPOSAL:

THE TANKS WILL BE CUT INTO AND ENTERED IN OUR YARD. ALL LIQUID AND/OR SLUDGE WILL BE PLACED INTO TWO (2) OPEN TOP DRUMS AND DISPOSED OF AT AN ADDITIONAL COST. THE TANKS WILL BE DISPOSED OF AT A STEEL RECYCLER.

D. STAGING OF EXCAVATED MATERIAL:

ALL EXCAVATED MATERIAL WILL BE STAGED ON SITE IN A DIKE AREA MADE OF STRAW BALES AND 6 MIL VISQUEEN.

E. BACKFILLING OF EXCAVATIONS:

OUR PROPOSAL IS BASED ON UTILIZING THE STAGED, EXCAVATED MATERIAL AND PROVIDING 60 TONS OF BACKFILL MATERIAL TO BACKFILL THE EXCAVATION TO GRADE. ALL COMPACTION WILL BE DONE WITH THE EXCAVATOR BUCKET.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

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VILLAGE OF RICHFIELD

PAGE TWO OF TWO

F. BARRICADING:

OTHERS TO FURNISH PROPER BARRICADING OF THE EXCAVATIONS.


TOTAL \$4,950.00

PLEASE NOTE:

1. OUR PROPOSAL DOES NOT INCLUDE COSTS FOR THE DISPOSAL OF CONTAMINATED SOIL. PROPOSAL IS BASED ON PLACING ALL EXCAVATED SOIL BACK INTO THE EXCAVATION. IF THE EXCAVATED MATERIAL IS DISCOVERED TO BE CONTAMINATED AND UNSUITABLE FOR USE AS BACKFILL MATERIAL THERE WILL BE ADDITIONAL COSTS.
2. OUR PROPOSAL DOES NOT COVER ADDITIONAL COSTS THAT MAY BE INCURRED TO COMPLETE THE PROJECT DUE TO A HIGH WATER TABLE, UNSTABLE SOIL CONDITIONS OR THE REMOVAL OF HARD ROCK.
3. EMPACO EQUIPMENT CORPORATION CANNOT BE HELD RESPONSIBLE FOR DAMAGE TO ANY UNDERGROUND UTILITY THAT MAY OCCUR. ANY DAMAGE TO UNDERGROUND UTILITIES WILL REPAIRED AT AN ADDITIONAL COST.
4. OTHERS TO HAVE ANY LIQUID REMOVED FROM THE TANKS WITH NO MORE THAN 2" REMAINING BEFORE THE REMOVAL BEGINS. ANY REMAINING WATER, PRODUCT OR SLUDGE WILL BE PLACED INTO OPEN TOP DRUMS. THE DISPOSAL OF THE DRUMS IS NOT INCLUDED IN OUR PROPOSAL.
5. TERMS NET UPON RECEIPT. INTEREST OF 1-1/2% PER MONTH (EQUIVALENT TO 18% PER YEAR) MAY BE CHARGED ON ANY UNPAID BALANCE THAT IS 30 DAYS OLD. SAID INTEREST MAY ACCRUE UNTIL BALANCE AND INTEREST CHARGES ARE PAID IN FULL.
6. OUR PROPOSAL INCLUDES COSTS TO PROVIDE 60 TONS OF BACKFILL MATERIAL. IF ANY ADDITIONAL IS REQUIRED TO COMPLETE THE PROJECT IT WILL BE PROVIDED AT AN ADDITIONAL COST.
7. IF THE STEEL UNDERGROUND STORAGE TANKS ARE DISCOVERED TO HAVE BEEN PREVIOUSLY LINED WITH EPOXY OR OTHER MATERIALS THERE WILL BE ADDITIONAL COSTS TO REMOVE AND DISPOSE OF THE EPOXY OR OTHER MATERIAL.
8. OUR PROPOSAL IS BASED ON REMOVING UP TO 50 LINEAR FEET OF PRODUCT PIPING. IF ANY ADDITIONAL IS REQUIRED IT WILL BE DONE AT AN ADDITIONAL COST.
9. ANY DEVIATION FROM WHAT IS DESCRIBED IN OUR PROPOSAL WILL BE DONE AT AN ADDITIONAL COST.

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MARCH 5, 1999

PAGE ONE OF THREE

BOB WILKINSON
VILLAGE OF RICHFIELD
4410 WEST STREETSBORO ROAD
RICHFIELD, OHIO 44286

EMPACO EQUIPMENT CORPORATION IS PLEASED TO SUBMIT THE FOLLOWING PROPOSED SCOPE OF WORK AND COST ESTIMATE FOR CONDUCTING A PERMANENT REMOVAL CLOSURE ASSESSMENT FOR THE TWO ORPHAN UNDERGROUND STORAGE TANKS (UST'S) AT THE REFERENCED SITE. THIS SCOPE OF WORK AND COST ESTIMATE IS BASED ON INFORMATION SUPPLIED ON 3 MARCH 1999, AND APPLICABLE SECTIONS OF THE OHIO STATE FIRE MARSHAL OHIO ADMINISTRATIVE CODES (OAC 1301:7-9-12 AND 1301:7-9-17). THIS COST ESTIMATE IS TO PERFORM CLOSURE ASSESSMENT ACTIVITIES AND PREPARE A REPORT. THE FOLLOWING INDICATES OUR UNDERSTANDING OF THE UST SYSTEM.

- TWO 4,000 GALLON ORPHAN UST'S
- APPROXIMATELY 50 LINEAR FEET OF PRODUCT PIPING
- SAMPLE STOCKPILE SOILS (ESTIMATED 600 CUBIC YARDS) FOR REINTRODUCTION INTO EXCAVATION, TREATMENT ONSITE OR DISPOSAL.

PLEASE NOTE THAT NEW STATE REGULATION ARE PENDING AND COULD AFFECT THIS PROJECT.

SCOPE OF SERVICES

THE FOLLOWING TASKS WILL BE PERFORMED TO ACCOMPLISH THE OBJECTIVE OUTLINED ABOVE:

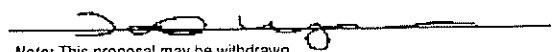
TASK 1: UST SAMPLING AND ANALYSIS

A. UST CLOSURE

SAMPLING WILL BE DONE IN ACCORDANCE WITH OAC 1301:7-9-12, WHICH REGULATES UST CLOSURES WHERE THE OWNER/OPERATOR IS KNOWN. SAMPLING OF THE ORPHAN UST'S (OWNER/OPERATOR UNKNOWN) WILL BE CONDUCTED IN THE SAME MANNER AS REGISTERED UST'S. THIS SAMPLING (WHERE APPLICABLE) INCLUDES THE COLLECTION OF SAMPLES FROM UNDERNEATH THE DISPENSER, EVERY 20 FEET ALONG PIPING RUNS, AND FROM BENEATH THE ENDS OF THE TANKS.

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VILLAGE OF RICHFIELD

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EACH SOIL SAMPLE WILL BE COLLECTED WITH A STAINLESS STEEL TROWEL, SPLIT AND PLACED INTO TWO CLEAN, AIRTIGHT JARS, THE OPENING OF ONE WILL BE SEALED WITH A TEFLON LINED LID, PLACED ON ICE IN A COOLER AND SAVED FOR POSSIBLE LABORATORY ANALYSIS. THE OTHER JAR WILL BE COVERED WITH ALUMINUM FOIL, THEN SECURED WITH A SCREW-ON LID. AFTER TEN MINUTE HOLDING TIME AT AMBIENT TEMPERATURE, THE HEADSPACE ABOVE THE SAMPLE WITHIN THE JAR WILL BE SCANNED FOR VOLATILE ORGANIC COMPOUNDS (VOC) WITH A PHOTOIONIZATION DETECTOR (PID). THIS IS ACCOMPLISHED BY PIERCING THE ALUMINUM FOIL SEAL WITH THE INSTRUMENT PROBE AND RECORDING THE MAXIMUM VOC READING OBSERVED FROM THE AIR SPACE IN THE JAR.

B. EXCAVATING SOIL

FOLLOWING THE UST SYSTEM EXCAVATION, THE GENERATED STOCKPILE WILL BE SAMPLED AND FIELD SCREENED FOR THE PRESENCE OF VOC PER OAC 1301:7-9-17. SOIL SAMPLES WILL BE SELECTED BASED ON STOCKPILE VOLUME AND HIGHEST VOC FIELD SCREENING VALUE. THE SAMPLES WILL BE ANALYZED FOR VOC METHOD 8240 AND TPH METHOD 418.1. THIS WILL SERVE TO DETERMINE IF THE EXCAVATED SOILS CAN BE REINTRODUCED INTO THE EVACUATIONS WITH NO FURTHER ACTION, TREATED ON SITE, OR DISPOSED INTO A LICENSED SANITARY LANDFILL.

FATE OF STOCKPILED SOILS WILL BE DISCUSSED UPON RECEIPT OF ANALYTICAL RESULTS. **NOTE: DISPOSAL ANALYSIS IS NOT INCLUDED IN THIS SCOPE OF WORK.**

SOIL SAMPLES FROM BENEATH THE REMOVED UST EXCAVATION, PRODUCT LINE EXCAVATION AND STOCKPILED SOILS WILL BE COLLECTED AND ANALYZED AS FOLLOWS:


- ORPHAN UST EXCAVATION - ONE SAMPLE
 - VOC METHOD 8240
 - TPH METHOD 418.1
- ORPHAN UST PRODUCT LINE EXCAVATION - ONE SAMPLE
 - VOC METHOD 8240
 - TPH METHOD 418.1
- ORPHAN UST STOCKPILED SOILS - TWO SAMPLES
 - VOC METHOD 8240
 - TPH METHOD 418.1

TASK 2: REPORT OF FINDINGS

AT THE COMPLETION OF THE UST CLOSURE ASSESSMENT, A REPORT DETAILING THE CLOSURE OF THE UST SYSTEM WILL BE COMPILED INTO A REPORT. THIS REPORT WILL INCLUDE THE FOLLOWING:

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VILLAGE OF RICHFIELD

PAGE THREE OF THREE

- A. A SITE MAP SHOWING SAMPLE COLLECTION LOCATIONS, DIMENSIONS OF EXCERPTIONS, LOCATION OF STOCKPILED SOIL, RELATIVE BUILDINGS OR FIXTURES.
- B. SITE HISTORY (FACILITY LOCATION, TANK AGE, SIZE AND CONSTRUCTION. WHAT WAS STORED IN THE TANK) AND PRE-CLOSURE SUMMARY/DATA.
- C. NAMES OF CONTRACTORS (I.E. TANK CONTRACTOR, WASTE HAULER, TRANSPORTER).
- D. NAMES OF REGULATORY VISITORS TO SITE DURING PROJECT.
- E. METHODOLOGY INDICATING DECONTAMINATION AND SAMPLING PROCEDURES.
- F. TABULATED DATA OF FIELD AND LABORATORY ANALYSIS.
- G. DOCUMENTATION OF TANK AND ASSOCIATED PIPING REMOVAL/DISOISAKM DISPOSAL OF TANK CONTENTS, TRANSPORT, AND DISPOSITION OF EXCAVATED SOILS.
- H. COPIES OF LABORATORY REPORTS AND QUALITY ASSURANCE (QUALITY CONTROL DATA).
- I. THE REPORT WILL UNDERGO A QA/QC REVIEW IN ACCCORDANCE WITH STANDARD OPERATING PROCEDURES (SOP). THIS WILL INCLUDE A PEER AND TECHNICAL REVIEW.
- J. A BRIEF COVER LETTER CONTAINING RECOMMENDATIONS FOR FURTHER ACTIONS AT THE SITE WILL BE ATTACHED TO THE REPORT FOR THE BENEFIT OF THE OWNER.

TOTAL: \$3,025.00

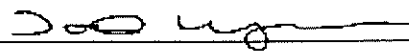
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