

COUNCIL ACTION FORM

AGENDA ITEM: Consideration for complete decommissioning of the Underground Storage Tank for the Old Wastewater Treatment Facility

HISTORY:

The old wastewater treatment facility has an Underground Storage Tank (UST) used for Generator Diesel. It is a requirement of the State to get this properly decommissioned. Requirements include contracting with an Iowa Certified Remover, and sampling must be performed by an Iowa Certified Groundwater Professional.

To simplify the process I have cross referenced companies that are certified and can do both requirements according to the DNR's Certification Database.

The City will also be applying for a grant through the IDNR to assist in closure activities covering the expenses up to \$15,000.

Listed are 3 local Iowa companies with their bids.

- 1) Ego Source LLC – \$8,579 Complete decommissioning.
- 2) Terracon Consultants - \$28,500 Complete decommissioning.
- 3) Seneca Companies/OWL Services - \$11,462.50 Complete decommissioning.

OPTIONS:

1. Contract with Ego Source LLC, Des Moines IA for \$8,579 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.
2. Contract with Terracon Consultants, Des Moines IA for \$28,500 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.
3. Contract with Seneca Companies/ OWL Services, Des Moines IA for \$11,462.50 to fill in place in accordance with DNR standards including testing, reporting, and additional paperwork.

STAFF RECOMMENDATION:

Ego Source LLC is the cheapest option and has been the most responsive contact. Additionally, Ego Source is the only option that is not subcontracting out services.



Tank Closure Proposal - City of Nevada

EcoSource, LLC | 1001 Raccoon St | Des Moines, Iowa 50309

985.789.7050 | caleb@ecosourceiowa.com

CLIENT
 City of Nevada
 1209 6th St
 Nevada, IA 50201

SITE ADDRESS
 Sewage Disposal Plant
 457 S 6th St
 Nevada, Iowa 50201

UST No. 1/Lust No.
 198710716/N.A.

DATE
 2/27/2024

PROJECT
 UST Closure - Fill in Place

PREPARED BY:
 Caleb Lewis

EcoSource Proposal No. 26-146

PAYMENT TERMS
Net 30

TANKS		44168
NUMBER OF TANKS		1
TANK SIZES (GALLONS)		550
TANK TYPE		FRP
FUEL TYPE		Diesel
NUMBER OF SAMPLES		4
ANALYSIS METHOD		OA-2

PIPING	
LENGTH OF PIPING (FT)	0
NUMBER OF SAMPLES	0

TANK REMOVAL/OVERSIGHT					
TANK CLOSURE (Fill in Place)	per tank	1	\$	2,300.00	\$ 2,300
INERT FILL MATERIAL	per ton	5	\$	58.00	\$ 290
PPE	per personnel	2	\$	50.00	\$ 100
MOBILIZATION	per mob	1	\$	300.00	\$ 300
ENVIRONMENTAL SPECIALIST	per day	1	\$	750.00	\$ 750
SUBTOTAL					\$ 3,740

UST CLEANING AND DISPOSAL					
MOBILIZATION (Vac & Support Vehicles)	per mob	1	\$	747.00	\$ 747
PPE & INERT GASES	per tank	1	\$	575.00	\$ 575
LIQUID DISPOSAL	per gallon	50	\$	2.12	\$ 106
TANK CLEANING	per tank	1	\$	787.00	\$ 787
SUBTOTAL					\$ 2,175

**SOIL BORING AND TEMPORARY WELL INSTALLATION					
DRILL RIG MOBILIZATION	per mob	1	\$	310.00	\$ 310
UTILITY LOCATES	per site	0	\$	850.00	\$ -
SOIL BORING	per boring	4	\$	450.00	\$ 1,800
SOIL SAMPLING	per sample	4	\$	25.00	\$ 100
TEMP WELL	per boring	1	\$	850.00	\$ 850
GROUNDWATER SAMPLING	per sample	1	\$	25.00	\$ 25
DECONTAMINATION	per site	1	\$	100.00	\$ 100
SUBTOTAL					\$ 975

ANALYTICAL					
SOIL (BTEX)	per sample	4	\$	60.00	\$ 240
SOIL (TEH)	per sample	4	\$	60.00	\$ 240
WATER (BTEX)	per sample	1	\$	60.00	\$ 60
WATER (TEH)	per sample	1	\$	60.00	\$ 60
SUBTOTAL					\$ 600

SITE RESTORATION					
SOIL BACKFILL	per ton	0	\$	41.00	\$ -
HAND TOOLS	per day	1	\$	25.00	\$ 25
SEEDING	per bag	1	\$	28.51	\$ 29
SUBTOTAL					\$ 54

REPORTING					
PROJECT MANAGEMENT	per hour	3	\$	95.00	\$ 285
FINAL REPORT FOR DNR SUBMITTAL	lump sum	1	\$	750.00	\$ 750
SUBTOTAL					\$ 1,035

TOTAL COST \$ 8,579

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Proposal includes 30-Day IDNR Notice of Closure and 24-Hour IDNR Notice of Closure.

Does not include electrical disconnect, shoring, or dewatering.

Proposal includes tank cleaning, clean tank certificates and fluid disposal. Assumes tank will be empty upon arrival.

**Assumes temporary well produces sufficient water while onsite, if not an additional mobilization will be required.

Assumes double-wall piping. If single-wall piping is present, sampling is required every 10' of product piping.

ADDITIONAL NOTES*

** If an on-site well can be used for sampling, a temporary well will not be required.

*** Actual quantities collected will be billed.

Additional activities will be performed at the unit rates shown above.

Above activities will be performed according to the term and conditions outlined in the attached Terms and Conditions.

Acceptance by _____

Date _____



600 SW 7th Street, Suite M
Des Moines, IA 50309-4508
P (515) 244-3184
F (515) 244-5249
Terracon.com

May 14, 2026

City of Nevada Wastewater Department
62512 270th Street
Nevada, Iowa 50201

Attn: Mr. Devin Cornish
P: (515) 382-2621
E: dcornish@cityofnevadaiaowa.org

Re: Proposal for UST Closure Services
City of Nevada Sewage Disposal Plant
457 S. 6th Street
UST Registration No. 198710716 LUST No. NA
Terracon Proposal No. 1000002771

Dear Mr. Cornish:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Nevada Wastewater Department (client) to conduct Underground Storage Tank (UST) Closure Services at the above-referenced site. Terracon has conducted thousands of environmental service projects across the country. In addition, Terracon has extensive experience performing geotechnical and construction testing services. For more detailed information on all of Terracon's services please visit our web site at www.terracon.com. An outline of the project and Terracon's scope of services, including schedule and compensation, are provided in the following sections.

1.0 Project Information

The client recently contacted Terracon to request services for the fill-in-place closure of a UST associated with a boiler system located at the City of Nevada Sewage Disposal Plant. According to the Iowa Department of Natural Resources (IDNR) on-line UST database and client-provided information, the UST system consists of a 550-gallon diesel UST that was placed in temporary closure on September 22, 2025. The UST is reportedly constructed of fiberglass reinforced plastic (FRP). Based on photographs provided by the client, the product piping appears to be constructed of single-walled steel, and approximately 10 linear feet of piping is estimated as part of the UST system.

This proposal presents the cost estimate of fees for completion of UST closure activities based on the readily available information and discussions with the client and Terracon's subcontractor (Unified Contracting Services, Inc.). Terracon's closure activities will be conducted in general accordance with IDNR guidance. We assume the UST is constructed of

FRP and product piping is constructed of single-walled steel. Additionally, since the UST has been placed in temporary closure, we have assumed minimal diesel fuel remains in the UST. For the purposes of this proposal, we have assumed dispensers are not associated with the UST system and up to a total of 10 feet of product piping are associated with the UST system.

Terracon will coordinate with the client and our subcontractor to be on site during the UST closure activities for observation/oversight and sample collection per IDNR guidance. Terracon's subcontractor will provide UST system cleaning, collection and disposal of generated wastewater and sludge, filling of the UST, and other IDNR-required closure services as well as providing a licensed tank remover on site during UST closure activities. Terracon will provide closure sampling and reporting per IDNR guidance. Terracon has estimated that the UST fill-in-place closure and sampling portions of the project can be completed in a total of two days, weather and site conditions permitting.

The installation of borings/temporary monitoring wells for soil and groundwater sampling will occur prior to the UST system fill-in-place closure in accordance with IDNR rule. The samples will be submitted on a standard turnaround request. Once sample results are received, Terracon will assist in building the preliminary UST Closure Report which will be completed in standard IDNR format including documentation of field activities, sample results, maps, etc. and will be submitted to the client for authorization. Estimated time for the IDNR to accept the report is 30 days. The IDNR requires that the fill-in place closure activities occur within 30 days of their acceptance of the preliminary UST Closure Report and that the supplemental UST Closure Report be submitted within 15 days of the completion of the fill-in-place closure.

2.0 SCOPE OF SERVICES

Terracon has a 100% commitment to the safety of all its employees. As such, and in accordance with our *Incident and Injury Free*[®] safety culture, Terracon will generate a project safety plan for use by Terracon personnel during field services. Prior to commencement of on-site activities, Terracon personnel will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate performing fieldwork in a United States Environmental Protection Agency (USEPA) Level D work uniform consisting of hard hats, hearing protection, safety glasses, protective gloves, and steel-toed boots. It may become necessary to upgrade this level of protection, at additional cost, during sampling activities in the event that petroleum or chemical constituents are encountered in soils or groundwater that present an increased risk for personal exposure.

Sampling and reporting will be generally completed according to the IDNR guidance document *Underground Storage Tank Closure Guidance* dated June 2025. The sampling and report will be handled by or under the management of a Certified Groundwater Professional (CGP) as required by IDNR guidance.

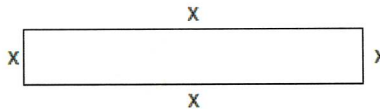
2.1 UST Closure Services

Terracon will prepare and submit the Notification of Tank Closure form to the IDNR at least 30 days prior to the start of closure activities including obtaining the signature of the licensed tank remover. Terracon will also make the 24-hour notification to the IDNR Field Office #5 in Des Moines, Iowa prior to the start of fill-in-place closure activities.

Terracon will complete a ground penetrating radar (GPR) scan of the UST system prior to the closure activities to generally identify components of the system, such as extents of the UST, product piping and vent lines, fill ports, and utilities in the immediate vicinity of the system.

The closure sampling will be conducted following the completion of the GPR scan and prior to our subcontractor closure activities. Terracon will mobilize track-mounted drilling equipment for the installation of borings/temporary monitoring wells and the collection of soil and groundwater samples. Based on the reported volume of the UST, the following soil sampling protocol/boring placement will be utilized:

550-gallon UST



Four borings will be installed around the GPR-defined extents of the UST within approximately five feet of the sides and ends. A soil sample will be collected from each boring from native materials approximately two to four feet beneath the assumed base of the UST. The UST soil samples will be field screened utilizing a photoionization detector (PID). The borings will be installed to the required sample depth and/or until PID readings are <10 parts per million (ppm) not to exceed 10 feet beneath the UST or 10 feet into groundwater. Additionally, elevated PID readings will be incorporated into sample selection depth, if deemed applicable by the CGP. The boring on the down-gradient side of the UST with the highest PID, or based on CGP discretion, will be converted into a temporary monitoring well. The assumed groundwater flow direction will be based upon the surface topography observed at the time of well installation. Terracon assumes groundwater will be within 25 feet below ground surface and bedrock will not be encountered.

As noted previously, Terracon has assumed dispensers are not associated with the UST system and 10 linear feet of product piping is assumed to be part of the UST system. Terracon will collect soil samples utilizing our track-mounted drilling rig one to two feet into native soils adjacent to the GPR-defined and/or assumed extents of the piping during drilling activities. Per IDNR guidelines for UST closures, a sample must be taken at every 10 linear feet of assumed piping, and at any known connection. The boring(s) will be installed to the required sample depth and/or until PID readings are <10 parts per million (ppm) not to exceed 10 feet beneath the UST or 10 feet into groundwater. Additionally, elevated PID

readings will be incorporated into sample selection depth, if deemed applicable by the CGP. If the piping is removed at the time of fill-in-place closure activities, a soil sample will be collected at that time using our subcontractor equipment or Terracon hand tools at every 10 linear feet of piping. Please note, piping soil samples will be collected according to IDNR guidance based on actual configuration and linear footage and are subject to change based on on-site observations and conditions.

Based on the reported contents, the soil and groundwater samples will be analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX) by Iowa Method OA-1 and total extractable hydrocarbons (TEH) as diesel and waste oil by Iowa Method OA-2. The samples will be collected in laboratory-provided containers and submitted on ice under standard chain of custody protocols to a State of Iowa certified laboratory. A trip blank will be submitted with the groundwater samples for BTEX analysis by Iowa Method OA-1 to evaluate sample integrity during transportation to the laboratory. The samples will be submitted on a standard turnaround request (10 business days).

A preliminary UST Closure Report will be completed in standard IDNR format including documentation of field activities, sample results, maps, etc. and will be submitted to the client for authorization. Terracon will obtain the signature of the CGP on the report. The report will be submitted to the client within 10 business days of the receipt of laboratory data. Terracon will assist the client with facilitating the submittal of the preliminary UST Closure Report to the IDNR with a request for review.

The IDNR requires that the fill-in place closure activities occur within 30 days of their acceptance of the preliminary UST Closure Report. After receiving IDNR acceptance, Terracon will coordinate with our subcontractor to be on site during the UST closure activities for observation and oversight. Our subcontractor will generally provide the following services:

- Layout work over the UST and barricade area off.
- Provide Licensed Tank Removal personnel on site through the entire project.
- Drain and flush piping and fill port contents back to the tank.
- Remove and dispose of the existing fluids from the UST.
- Expose and remove the tank top equipment and piping.
- Triple rinse and vacuum bottom liquids/sludge from the UST.
- Provide a Clean Tank Certificate for the UST.
- Inert the UST to remove flammable vapors prior to filling the tanks.
- Fill UST with flowable mortar, sand, or other inert/approved material to 100% capacity.
- Clean the area and generally return to the current conditions.

Terracon will observe the UST closure activities and collect field documentation including photographs of the closure activities for a supplemental UST Closure Report.



A supplemental UST Closure Report will be completed within 15 days of the completion of subcontractor activities. The report will be completed in standard IDNR format and include supplemental documentation of contractor activities, photographs, and additional sampling, if applicable. The report will be submitted to the client for authorization. Terracon will obtain signatures of the licensed tank remover and CGP on the report. The report will be submitted to the client within 10 business days of completion of the closure activities pending receipt of required documentation and/or laboratory results. Terracon will assist the client with facilitating the submittal of the supplemental UST Closure Report to the IDNR.

3.0 Compensation

Based upon our understanding of the site, the project as summarized in **Section 1.0**, and our planned Scope of Services outlined in **Section 2.0**, our proposed fees are presented in the following table:

UST Closure Services	Time & Materials Fee
Project Management	\$1,600
Field Services	\$9,900
Reporting	\$3,000
Subcontractor Fee	\$14,000
Total Project Fee	\$28,500

Terracon will invoice our services on a lump sum basis. The proposed fees include estimates of mobilization and demobilization, labor, equipment, disposable materials and supplies, shipping, sample analysis, project management, reporting, and assumes up to two days total on site. For the purposes of this proposal, Terracon has assumed 100 gallons of wastewater/residual fuel mixture will be generated from UST system cleaning activities and require disposal by the subcontractor. Interim invoices will be submitted regularly and are due upon receipt.

If as a result of these services additional work is required outside the scope of this proposal, you will be contacted and proposed fees for additional work will be provided. Client authorization will be obtained prior to commencement of additional work outside the scope of this proposal. We have also made assumptions on the field time necessary to complete the Scope of Services; however, if additional labor is needed, the associated fees will be presented for client authorization. Interim invoices will be submitted regularly and are due upon receipt.

The project fee summary is based on the scope of services outlined in this proposal. This proposal and fee estimate were prepared based on the following assumptions:

- The client will provide Terracon and our subcontractor, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- The client will notify Terracon, prior to mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Terracon's subcontractor will provide UST closure contractor services per IDNR guidance, including providing a licensed tank remover on site. Terracon will be responsible for the closure oversight, environmental sampling, and reporting per IDNR guidance under the guidance of a CGP.
- Terracon's subcontractor will be responsible for contacting Iowa One Call to have public utilities marked prior to the fill-in-place UST closure activities. Terracon will contact Iowa One Call to have public utilities marked prior to the boring/temporary monitoring well installation. Terracon will scan the proposed boring/well locations with GPR/EM equipment prior to installation to determine if sub-slab conduits, utilities, etc. are present at those locations.
- Off-site disposal of excavated soil and associated waste characterization analysis and disposal acceptance are not included. It's assumed excavated soil can be reused on site per IDNR guidance.
- Work can be performed during normal business hours (Monday through Friday, 7:00 am to 5:00 pm).
- Traffic control services are not required other than what is provided in the exclusion zone and the area around the UST system by Terracon's subcontractor and in the area around the boring/temporary monitoring well locations by Terracon. Traffic control on public roads is not included.
- The site is readily accessible by Terracon truck/drill rig.
- City of Nevada and Story County permits are not required for Terracon's proposed closure sampling activities.

If these assumptions or conditions are not accurate or change during the project, the stated fee is subject to change. Please contact us immediately if you are aware of inaccuracies in these assumptions and conditions, so we may revise the proposal or fee. Additions to the scope of work as presented in this proposal will be handled under a separate change order.

4.0 Authorization

This proposal may be accepted by executing the attached Agreement for Services and returning it to Terracon. Services will be initiated upon receipt of the written notice to proceed. The terms, conditions and limitations stated in this proposal incorporated therein, and the Agreement for Services shall constitute the exclusive terms and condition and

Proposal for UST Closure Services
City of Nevada Sewage Disposal Plant | Nevada, Iowa
May 14, 2026 | Terracon Proposal No. 1000002771



services to be performed for this project. The proposal is valid for 60 days from the date of this proposal.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Nevada Wastewater Department on this project. If you have questions or comments regarding this proposal, please contact Cade Lisk at (515) 557-3877 or via email at cade.lisk@terracon.com.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in black ink that reads 'Cade J. Lisk'.

Cade J. Lisk, M.S.
Staff Scientist

A handwritten signature in black ink that reads 'Jesse M. Nelson'.

Jesse M. Nelson, REM, CGP
Senior Scientist

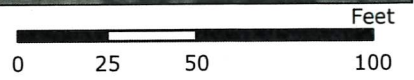
Attachments: Site Location Map
Agreement for Service



C:\Users\cljisk\OneDrive - Terracon Consultants\Incl\08267139 City of Nevada Wastewater Treatment Plant - General\02 Site Information\GIS\08267139 NevadaWWTP\UST.aprx

Legend

-  Project Site
-  UST



DATA SOURCES:
ESRI - Bing Hybrid Basemap

Project No.:	P08267139
Date:	May 2026
Drawn By:	CJL
Reviewed By:	JN



600 Southwest 7th Street Suite M
Des Moines, Iowa 50309

PH. (515) 244-3184 terracon.com

Site Location Map

UST Closure Services Proposal
City of Nevada Wastewater Treatment Plant
457 S 6th Street
Nevada, Iowa

Exhibit

1

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Nevada IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Nevada Sewage Disposal Plant project ("Project"), as described in Consultant's Proposal dated 05/14/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services 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. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **5/14/2026**

Name/Title: **Jesse M. Nelson / Senior Scientist**

Address: **2640 12th St SW
Cedar Rapids, IA 52404**

Phone: **(319) 366-8321** Fax: _____

Email: **Jesse.Nelson@terracon.com**

Client: **City of Nevada IA**

By: _____ Date: _____

Name/Title: **Devin Cornish**

Address: **62512 270th St
Nevada, IA 50201**

Phone: **(515) 382-2621** Fax: _____

Email: **dcornish@cityofnevadaiaowa.org**



Seneca Companies Inc.
An OWL Services Affiliated Company

May 8, 2026

Seneca Proposal #20260114

Devin Cornish
City of Nevada
457 S 6th Street
Nevada, IA 50201

Sent via email to dcornish@cityofnevadaiaowa.org

SUBJECT: Proposal and Budget for Underground Storage Tank Closure Activities
City of Nevada WWTP, 457 S 6th Street, Nevada, Nevada, IA
Registration No. 198710716 LUST No. NA

Dear Mr. Cornish:

Thank you for the opportunity to submit this proposal for conducting Underground Storage Tank Closure Activities at City of Nevada WWTP, 457 S 6th Street, Nevada, IA. All services described in this proposal and budget will be conducted in accordance with Iowa Department of Natural Resources (IDNR) rules and regulations in place at the time this proposal and budget was prepared. Seneca has thorough knowledge of Underground Storage Tank (UST) closures and management, and Seneca personnel have 40-hr OSHA certification.

SCOPE OF WORK

The scope of services outlined in this proposal and budget is as follows:

- Provide all necessary notifications and obtain all permits for UST Closure
- Abandon in place of UST's (1 -550 gallon FRP Diesel)
- Certify USTs clean for disposal
- Collect all necessary soil samples to meet IDNR closure requirements.
- Install temporary monitoring well to evaluate potential groundwater contamination
- Compile and submit Tank and Line Closure Report.

PRE-CLOSURE ACTIVITIES

Seneca will submit the following notifications prior to UST removal:

- 30-day Closure notification to be provided to the IDNR Underground Storage Tank Section.

- 10-day Demolition notification
- Utility notification to Iowa One Call will be completed 48 hours prior to removal.
- A verbal 24-hour notification will be provided to IDNR Field Office.
- A verbal notification to local fire agency.

The Client will complete the following activities prior to UST removal:

- The client will remove product from the USTs prior to the initiation of on-site activities to less than 2" remaining in the tanks.
- The client will ensure the electricity to the UST system is disconnected prior to site activities.
- The client will remove any components associated with the UST system they wish to keep
- The client shall identify the location of all utilities and underground structures onsite. Seneca will take reasonable precautions to avoid damage to utilities or other underground structures. If requested a private utility locate may be completed to identify site service lines.

ABANDONMENT IN PLACE

Abandonment in place will include uncovering the top of the tanks to allow for inertion, cleaning, and filling the tank with an inert material. Product piping will be capped and remain onsite.

If a potential new release is identified during closure activities, the client will be notified immediately, and steps will be implemented to notify the IDNR.

CLOSURE SAMPLING AND REPORTING

Soil and groundwater samples will be collected as mandated under the State UST closure rules. Soil samples will be collected by direct push utilizing a track mounted geoprobe unit around the accessible sides of the tank basin. All borings will be abandoned upon completion. Additionally, one sample per every ten linear feet of product piping will be collected; and one sample from beneath each dispenser. Soil sample totals in the budget table below are an estimate, only quantity collected will be billed.

A temporary monitoring well will be installed to obtain required groundwater samples. The well will be installed, allowed to stabilize for more than 24 hours prior to sampling. Upon completion of the project Seneca will abandon the monitoring well.

Samples will be collected in laboratory supplied containers, iced, and shipped to a State Certified Laboratory within 72-hours of collection.

The findings of the project will be submitted in a Tank and Line Closure Report. The report will include a dimensioned site map, laboratory results of the samples, and a written discussion of the closure activities. Two (2) copies of the report will be supplied to allow for submittal to the IDNR. The report will be due to the IDNR 45-days post closure.

UST CLEANING

After the USTs have been removed from the ground, they will be cut and cleaned of any petroleum-related residues and certified clean for disposal. The tanks will be triple washed and rinsed in accordance with Federal Regulation 40 CFR 261.7(b)(3)(i,ii,iii)(a,b). Clean tank certifications will be provided.

PROJECT ASSUMPTIONS

- Dewatering is not included in this scope of work.
- No Shoring, sheeting or bracing has been included in this scope of work.
- Onsite utilities will be marked by the locating service and will not interfere with the progress of activities.
- Electricity to the UST system will be disconnected.
- Concrete removal costs assume concrete is six inches thick, if concrete exceeds six inches in thickness additional fees may apply.
- Surface removal assumes that one type of surface cover is used, if both asphalt and concrete overlay each other, additional fees may apply.
- Buildings onsite will be closed for business during all closure activities.

All excavation, tank disposal, supply, hauling and compaction of backfill to be completed by personnel with required state and federal training and licensing.

IOWA STORAGE TANK MANAGEMENT ACCOUNT FINANCING PROGRAM

The Iowa Storage Tank Management Account Financing Program (program) will reimburse underground storage tank removal of registered/regulated materials.

Regulation: Iowa Administrative Code 591-Chapter 11.3(11): Budget(s) shall be provided that outline the total cost and scope of work proposed. Maximum benefit payable shall be \$15,000.00 for any site identified by an Iowa DNR UST registration number and prior budget approval is required.

Pre-approval is required to qualify for the program. The approval process for this program is estimated to take up to 30-days to complete.

The Claim form is included in Appendix C [IUST Claim Form](#)

ASSOCIATED COSTS

The total funds requested for these services are \$11,462.50. The following table breaks out the cost for the project. If this proposal is agreeable to you, please sign the enclosed agreement, scan, and email back to us. We will countersign and return one copy to you.

Item	Description	Quantity	Unit	Unit Price	Total
1	UST Cleaning*^	1	LS	\$2,950.00	\$2,950.00
2	Fluid Disposal **^	50	GALLON	\$1.15	\$57.50
3	Environmental Scientist*	16	HR	\$100.00	\$1,600.00
4	Service Truck/Equipment	2	Day	\$225.00	\$450.00
5	Sample Analysis OA1/OA2*	5	EA	\$130.00	\$650.00
6	Drilling Costs*^	1	EA	\$3,690.00	\$3,690.00
7	Mileage*	160	MILE	\$1.25	\$200.00
8	Sr. Project Manager	4	HR	\$135.00	\$540.00
9	Closure Report	1	EA	\$575.00	\$575.00
10	Concrete Flowable Fill **^	1	EA	\$750.00	\$750.00
Project Total					\$11,462.50

*Quantity estimated, actual invoicing will be based on field observations

^subcontracted, cost +15%

ENCLOSURES


- The Iowa Storage Tank Management Account Financing Program claim form. **Pre-approval of costs is required for eligibility.**
- Seneca Customer Application. All projects completed through Environmental Services require a credit application on file with our accounting department. This form is required to be **updated every two years.**
- Iowa Department of Natural Resources Notice of Closure. **The form needs completed and emailed to the IDNR at least 30-days prior to underground storage tank removal activities. Please sign and return it with the contract.**

If you have any questions, please contact me at tfelderma@senecaco.com or 563-265-7719. Seneca Companies appreciates the opportunity to assist you in this matter.

Sincerely,
Seneca Companies, Inc.
An OWL Services Affiliated Company



William Sindelar
Environmental Scientist



Encl: Terms & Conditions

The Iowa Storage Tank Management Account Financing Program claim form.

Seneca Customer Application

DNR 30-Day Notice of Closure

cc: Leslie Nagel, Environmental Manager

SENECA COMPANIES, INC. CONTRACT AGREEMENT

THIS AGREEMENT, entered on **May 8, 2026** between **City of Nevada** hereinafter called "Customer," and Seneca Companies, Inc. hereinafter called "Seneca," is as follows:

The Customer retains Seneca to conduct **Underground Storage Tank Closure Activities at: City of Nevada WWTP, 457 S 6th Street, Nevada, Nevada, IA** hereinafter called the "Project."

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

GENERAL CONDITIONS

Proposal Number: 20260114

Proposal Amount: \$11,462.50

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 Nevada

Seneca Companies, Inc.
An OWL Services Affiliated Company

Authorized Signature

Authorized Signature
Environmental Operations Manager

Title

Title

Date

Date



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SENECA COMPANIES, INC. CONTRACT AGREEMENT TERMS AND CONDITIONS

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 it has and will comply with all applicable local, state, and federal laws, including all applicable insurance requirements.
- 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.
- 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 or 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Amendments.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
- Severability.** Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.



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Seneca Customer Application

Please return by email to accountsreceivable@senecaco.com, by fax to (515) 262-4951 or by mail to Seneca Companies PO Box 3360, Des Moines, IA 50316

Date: Line of credit requested: Tax ID/SSN:

Applicant's name: D/B/A:

Phone: Fax: Company web address:

Address: Street City County State Zip

Shipping Address: Street City County State Zip

Describe your business operation:

Ownership: Sole Owner Partnership Corp. LLC State where incorporated

Date established: Years in business: Sales tax rate: Tax jurisdiction: State County City

Number of Employees: Estimated Annual Sales: Sales Area:

Accounts payable contact name: Accounts payable email address:

Principal: Name Title

Principal: Name Title

Trade References (Name suppliers of major products and service):

Name Address Phone Fax

Name Address Phone Fax

Name Address Phone Fax

Bank References:

Bank Name and Address Phone Fax

Bank Contact Name Email Address Phone Fax

Bank Account # Checking/Savings Loan Bank Account # Checking/Savings Loan

Has your firm or any of its Principals ever been bankrupt? Yes No (If yes, please explain on a separate attachment.)

This applicant, as an inducement to grant credit, warrants that the information submitted is true and correct. Applicant has read and agrees to pay its account in accordance with the terms and conditions set forth on the attached page. Seneca is authorized to investigate the applicant's credit.

Signature Print Name & Title

Personal Guarantee

The undersigned unconditionally guarantees to Seneca the payment of the Customer's accounts.

Signature Print Name & Title

For Seneca use only: Salesperson Division Approved By Credit Limit Date CRM Code



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SENECA CUSTOMER APPLICATION TERMS AND CONDITIONS

- Application.** These terms and conditions apply to all of Customer's accounts with any of the Seneca entities including, without limitation, Seneca Companies, Inc, and Seneca Waste Solutions, Inc., [hereinafter "Seneca"]. These terms and conditions represent the entire and integrated terms and conditions between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. These terms and conditions also supersede terms and conditions attached to purchase orders.
- Payment.** All prices are F.O.B. shipping point and subject to change without notice. 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 a late payment fee of 1.5% per month (18% per year). All transactions are subject to a \$40.00 minimum billing charge. 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.
- Returns and Cancellation.** All sales to Customer are final and no returns will be allowed except at the discretion and upon terms acceptable to Seneca. Cores must be returned within 30 days of original shipment to be considered for credit.
- 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 that 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.
- Purchase Money Security Interest.** Customer grants to Seneca a purchase money security interest in all goods sold to Customer, including all proceeds, accessories, and replacements (collectively "Collateral"). Customer hereby appoints Seneca as its attorney in fact to execute and file any documents necessary to perfect its security interest in the Collateral. Customer shall not grant a security interest in the Collateral to any other party and shall keep the Collateral insured for its replacement value, naming Seneca as a loss payee and additional insured. The Collateral shall not be removed or moved except upon notice to Seneca. If Customer fails to pay Seneca in a timely manner, Customer consents to and authorizes Seneca to exercise all self-help remedies allowed under law, including without limitation, dismantling and removal of the Collateral or otherwise disabling the Customer's use of the collateral and Seneca shall not be liable for any incidental or consequential damages as a result thereof.
- Warranties.** Seneca sells all goods "as is". All goods sold are warranted only by the manufacturer's warranty, if any, and such warranties are passed from Seneca to the Customer according to the manufacturer's policy. No other warranty, express or implied, is made or intended by Seneca including the warranty of merchantability or fitness for a particular purpose. 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, express or implied, is made or intended by Seneca. Customer warrants that all information provided to Seneca is true and correct and that Customer has disclosed all adverse or unfavorable conditions that may affect this Agreement.
- Credit Approval.** Customer's application for credit is not a guaranty that Seneca will grant such credit. Seneca at its sole discretion can approve or not approve credit for any Customer or project.
- Termination.** Seneca may, without prejudice to any right or remedy, terminate its relationship with customer upon notice to customer.
- 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, and 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.
- Limitation of Liability.** Seneca shall be liable only for damages that are a direct result of the negligence of Seneca except that 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, and that 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). 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.
- 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.
- 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.
- 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.
- Service Level Agreements.** Customer and Seneca may enter into Service Level Agreements with any of the Seneca entities which shall also be subject to these Terms and Conditions. Service Level Agreements may include without limitation service orders, purchase orders, proposals, and quotes. This Agreement along with any applicable Service Level Agreements and referenced attachments shall constitute the entire agreement between the parties, and any other understanding or representation of any kind shall not be binding upon either party.
- Amendments.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party.
- Severability.** Should any provision herein be deemed invalid or unenforceable, all other provisions shall remain in effect.



Iowa Department of Natural Resources UST CLOSURE CLAIM FORM

To apply for a UST Closure Claim, the UST Owner must complete this application and return it with the required documentation (see instructions the reverse).

UST Owner

Owner: _____ Contact: _____

Address: _____ Title / Position: _____

Address (line2): _____ Phone #: _____

City, State, Zip: _____ Email: _____

Type of Company (see IRS W9): _____ Individual Sole proprietor

State of organization: _____ Iowa Secretary of State Business Entity #: _____

Are you the owner of the USTs to be closed? Yes No

Do you own the land where the UST is located? Yes No

UST Facility

Facility Name: _____ Registration # _____

Address: _____ City: _____

# USTs to be closed	Capacity	Construction	Contents	Fill in place or Removal

UST Owner submission of a Cost Estimate

The cost outline must, at a minimum, include the following tasks: costs of the excavation work, tank cleaning costs (includes fluids disposal), environmental assessment, reporting and the total cost.

Budget Item	Amount
Total Cost Estimate:	

Do not include costs for a canopy removal, concrete replacement, claim handling, or the installation of new equipment, or other services.

UST Owner Certification

- I am the applicant for the above-mentioned claim, and I have personally examined and am familiar with the information submitted in this document;
- I confirm that I am the owner of the UST system described above;

- I understand as the applicant to the DNR Storage Tank Management Account Financing Program, I am fully responsible for the verification and submission of all documents associated with this claim; and
- I understand that any misrepresentation herein may lead to disqualification of this claim.

I, the undersigned, certify under penalty of perjury that these statements are true and correct.

Printed Name: _____

Signature: _____ Date: _____

DNR Storage Tank Management Account Financing Program

Comment: _____

Approved by: _____ Date: _____

Iowa Storage Tank Management Account Financing Program, Tank Closure Instructions

Regulation: Iowa Administrative Code 591-Chapter 11.3(11): Budget(s) shall be provided that outline the total cost and scope of work proposed. Maximum benefit payable shall be \$15,000.00 for any site identified by an Iowa DNR UST registration number and prior budget approval is required.

To obtain DNR reimbursement, the UST Owner must comply with all of the following:

1. UST Owner must be registered with the Iowa Secretary of State. (If filing as Individual / Sole Proprietor, UST Owner is not required to register with the Iowa Secretary of State.) If not already registered, contact the Iowa Secretary of State's office at 515-281-5204 or <https://sos.iowa.gov/>. Include the "Business Entity #" on the reverse side of this application.
2. UST Owner will be required to enter into a Contract with the Iowa DNR to receive reimbursement of completed work.
3. UST Owner must upload an IRS W-9 form to be eligible to receive reimbursement from the DNR Storage Tank Management Financing Program for completed work. The following link (<https://stateofiowa.seamlessdocs.com/f/W9forDNR>) will direct you to a fillable W-9 form which will allow you to securely submit your tax information. **On the W-9, please provide the best payment address.** Once completed and your signature is applied, you must click the "Finalize & Submit" button. You will receive a signature confirmation email from SeamlessDocs confirming your submission. If you have any questions or concerns regarding the W-9 process, please contact the DNR Budget & Finance Section at budgetandfinance@dnr.iowa.gov for assistance.

Submit any questions and/or the completed UST Closure Claim Application and cost estimate to:

James Gastineau, Environmental Specialist Senior
Iowa Department of Natural Resources
6200 Park Ave Ste 200
Des Moines IA 50321
Phone: 515-829-2770
Email: USTClaims@dnr.iowa.gov



Notification of Tank Closure or Change-in-Service

Iowa Department of Natural Resources
Underground Storage Tank Section
502 E 9th St
Des Moines, IA 50319-0034

Complete all sections and submit to the Iowa DNR at least **30 days** before starting closure activities.

UST Facility

Name: _____ Registration No: _____
 Address: _____ LUST No: _____
 City: _____ ZIP: _____ Phone: _____

Owner

Name: _____ Phone: _____
 Company: _____
 Address: _____
 City: _____ State: _____ ZIP: _____

Tank And Piping Closure

Tank Closure Procedure: <input type="checkbox"/> Removal of Tank(s) <input type="checkbox"/> Closing Tank in Place by Filling with Inert Material <input type="checkbox"/> Change-in-Service to Unregulated Use	Month/Day/Year of Proposed Closing: _____ Piping Closure Only? <input type="checkbox"/> Yes <input type="checkbox"/> No Will Piping Be Removed? <input type="checkbox"/> Yes <input type="checkbox"/> No Will this tank/piping be replaced by a new underground storage tank/piping? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Tank Information

Tank #	Permanent Tag No	Capacity	Contents	Date Installed	Single or Double Wall
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW
					<input type="checkbox"/> SW / <input type="checkbox"/> DW

Iowa Licensed Remover

Name: _____ Iowa Licensed Remover No: _____ Date: _____
 Company: _____ E-mail: _____
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____

Excavator

Name: _____ Company: _____
 Street: _____ E-mail: _____
 City: _____ State: _____ Zip: _____ Phone: _____

Certified Groundwater Professional (CGP)

Name: _____ Certification No: _____ Date: _____
 Company: _____ E-mail: _____
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____

Signed _____ Dated this _____ day of _____, 20____
 (UST System Owner)

Signed _____ Dated this _____ day of _____, 20____
 (Remover)

Complete all sections of the notification form.

- Provide site registration number assigned by DNR when the site was first registered. **This is not the tank tag number.**
- Indicate anticipated date of closure. 24 hour notice is also required to be given to local DNR field office.
- Mark the tank closure procedure you will be following. Confirmation from the UST Section will follow. All three closure procedures require soil and groundwater sampling. When closing a tank in place, analytical results must be submitted and approved by the DNR prior to filling the tank with inert material.
- If approved groundwater or vapor monitoring has been used for leak detection, it may be possible to use the monitoring results from the 90 days prior to closure instead of soil and groundwater sampling at the time of closure. Contact the department if you feel your site qualifies for prior approval.
- The form should be signed and dated by the tank owner or authorized agent and licensed remover and submitted to the DNR by the licensed remover.
- Go to: <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Underground-Storage-Tanks/Licensed-UST-Professionals> to download appropriate documents.

This form must be mailed at least 30 days before closure activities commence.

Email To: USTOperations@dnr.iowa.gov