

January 19, 2017

Proposal QTB050246

Braun Project #B1610732

Mr. Patrick Brama
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Proposal for Phase II ESA and UST Removal Services
Sunfish Express
6401 West Highway 10
Ramsey, Minnesota 55303

Dear Mr. Brama:

Braun Intertec Corporation has prepared this proposal for environmental consulting services, including a Phase II Environmental Site Assessment (ESA) and underground storage tank (UST) removal activities, at the referenced property (Site). The Site is currently occupied by an out-of-service former retail fueling facility. Based on available information, the UST system at the Site includes one 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST. It is our understanding that the City of Ramsey plans to acquire the Site to facilitate potential future road and infrastructure improvements.

Based on the findings of a recently completed Phase I Environmental Site Assessment (ESA) of the Site, the Site has been used for commercial purposes, including automobile sales and service, since 1965. The Phase I ESA identified the potential for soil and groundwater impacts associated with the historical Site activities (i.e. automobile dealerships and underground petroleum storage tanks).

The activities in this proposal include a Phase II ESA and UST removal services. The purpose of the Phase II ESA is to identify the presence of contaminated soil, groundwater, or soil gas associated with former on or off-Site activities. The purpose of the UST removal activities is to remove the out-of-service USTs and to protect the City of Ramsey from association with any potential releases associated with the UST system.

The Phase II ESA field work is expected to take one to two days to complete. The UST removal activities, including sampling and backfilling the excavation, are expected to take two to three days to complete.

Scope of Work

For purposes of this proposal, we are assuming the following scope of services will be performed:

Task 1: Phase II ESA

Data obtained from the Phase II ESA will be used to determine the need for regulatory liability assurances (e.g., No Association Determination for non-petroleum related contaminants). The Phase II ESA field work is expected to take one to two days to complete. As part of the Phase II ESA, Braun Intertec will complete the following:

- ◆ Clear public utilities using Gopher State One Call, and retain a utility locator to evaluate the boring locations for potential private utilities.
- ◆ Advance twelve (12) soil borings at the Site with continuous soil sampling. The borings will be advanced using hydraulic probe-type drilling equipment.
 - Five (5) of the borings will be advanced to a depth of approximately 30 feet below ground surface (bgs), for the purpose of collecting soil and groundwater samples. The soil boring locations will be selected to assess the vicinity of potential former source areas and in up and down-gradient portions of the Site. Groundwater is expected to be present at a depth of approximately 20-25 feet below ground surface (bgs), with an assumed flow direction to the south towards the Mississippi River.
 - Seven (7) of the borings will be advanced to a depth of 3 feet bgs in the locations of the former dispensers, for the purpose of collecting soil samples. One soil sample will be collected from below each of the seven former dispensers.
- ◆ Conduct environmental monitoring during drilling including organic vapor screening of soil samples using a photoionization detector (PID), and visual/olfactory observations of soil samples for evidence of contamination (i.e. odors, staining, intermixed debris, etc.). Collect representative soil samples and submit for analytical testing as described below.
- ◆ Install a temporary monitoring well in each of the five 30-foot borings and collect groundwater samples for analytical testing as described below. Following sample collection, the boreholes will be sealed per Minnesota Department of Health (MDH) regulations.
- ◆ Advance three (3) temporary soil gas probes to a depth of 5 feet bgs and collect soil gas samples using Summa Canisters. Analyze the soil gas samples as described below.
- ◆ Analyze representative soil samples from the borings using standard EPA methods as follows: diesel range organics (DRO) – 12 samples; volatile organic compounds (VOCs) – 5 samples;

polynuclear aromatic hydrocarbons (PAHs) – 5 samples; Benzene, Ethylbenzene, Toluene, Xylenes (BETX) – 7 samples; gasoline range organics (GRO) – 7 samples; and total Resource Conservation and Recovery Act (RCRA) metals - 5 samples.

- ◆ Analyze 5 groundwater samples from the temporary wells for DRO and VOCs.
- ◆ Analyze 3 soil gas samples from the temporary soil vapor probes for VOCs.
- ◆ Prepare a Phase II ESA report summarizing the investigation results and providing recommendations for any additional investigation or response actions that may be required to address identified contamination during the planned future road and infrastructure improvements.

Utility clearance and drilling services will be provided by licensed subcontract drilling firm. Laboratory analytical services will also be subcontracted.

Task 2: UST Removal and Associated Demolition

Braun Intertec will subcontract a licensed tank removal contractor to: remove and dispose of the concrete surfacing over the tanks; excavate and evacuate the USTs of all fluids and/or sludge (**up to 500 gallons included in the stated price. Additional liquids will be disposed of at \$2.00 per gallon and solids for \$5.00 per gallon**); evacuate and cap product lines; remove and dispose of the USTs; and import and place compactable backfill in the resulting excavations. All required notifications will be made and permits obtained prior to removal of the UST. All required access to mobilize, store, and utilize equipment at the Site will be provided by the property owner.

This task does not include removal of the canopy, bollards, or restoration of the ground surface with asphalt or concrete.

Task 3: UST Removal Monitoring and Sampling

Braun Intertec will perform the following services during the removal of the UST system:

- ◆ Conduct daily site visits to supervise and document the tank removal activities.
- ◆ Conduct environmental monitoring and UST removal sampling after the tanks are removed from the ground. Exposed soil will be observed for the presence of visual and olfactory indications of contamination, and will be field screened using a photoionization detector (PID) equipped with a 10.6-eV lamp to monitor soil for the presence of organic vapors. The UST removal sampling will be conducted in accordance with Minnesota Pollution Control Agency (MPCA) Guidance document 3-01.
- ◆ Collect one soil sample from below each end of each tank (8 samples).

The soil samples will be submitted for laboratory analysis of the following parameters:

- ◆ DRO – 2 samples (under diesel UST)
- ◆ BETX and GRO – 8 samples (under diesel and gasoline USTs)

Task 4: UST Project Management and Reporting

This task includes professional services and expenses for project coordination, correspondence with the project team, meetings, scheduling, and review of field and analytical data associated the project.

Following removal of the tank system and sample analysis, Braun Intertec will prepare a report documenting the completed activities on the MPCA General Excavation Report Worksheet (Guidance Document 3-02).

Cost Estimate Detail

Based on our current understanding of the Site conditions and the assumptions stated herein, we estimate the cost to perform the environmental consulting services to be about **\$ 64,088**. The estimated cost breakdown by activity is listed below.

Service Description	Cost Estimate
Task 1 – Phase II ESA	
- Professional Services and Expenses	\$2,200
- Mileage and Equipment	575
- Subcontract Laboratory Services (cost plus 10%)	3,100
- Subcontract Drilling Services (cost plus 10%)	3,850
- Reporting and Correspondence	<u>3,200</u>
Subtotal (Task 1)	\$12,925
Task 2 – Subcontract UST Removal (cost plus 10%) *	\$44,763
Task 3 – UST Removal Monitoring and Sampling	\$3,400
Task 4 – UST Project Management and Reporting	\$3,000
Estimated Total Cost (Task 1 – 4)	\$64,088
* The UST removal subcontract requires 50% down payment, with balance due within 10 days of completion. Price includes disposal of up to 500 gallons of product, water, and sludge.	

General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. ***Please return a signed copy of the proposal in its entirety.***

The fee presented in this cost estimate is based on the scope of services described and the assumption that the cost estimate will be authorized within 30 days. If the project is not authorized within 30 days, we may need to modify the cost estimate. The UST removal subcontract (Task 2) requires 50% down payment, with balance due within 10 days of completion.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

If you have questions concerning the contents of this cost estimate or the project in general, please call Imants Pone at 952.995.2665 or Ken Larsen at 952.995.2455.

Sincerely,

BRAUN INTERTEC CORPORATION



Imants Pone
Project Scientist



Kenneth A. Larsen, PE, PG
Principal - Principal Engineer

Attachment:
General Conditions (7-18-16)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s)

empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.