

March 15, 2021

Proposal QTB134668

Mr. Sean Sullivan  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Re: Proposal for Environmental Services  
B.A. Cylinder Site - 14165 Ramsey Blvd NW (MPCA ID# BF0000748)  
Alloy Recovery Site - 7060 142nd Avenue NW (MPCA ID# BF0000749)  
Ramsey, Minnesota 55303

Dear Mr. Sullivan:

Braun Intertec Corporation has prepared this proposal for environmental sampling activities at the referenced properties to support issuance of environmental liability assurances by the Minnesota Pollution Control Agency (MPCA) Voluntary Investigation and Cleanup (VIC) Program.

## **Background**

The subject properties consist of three adjacent parcels (PIN 27-32-25-33-0017, PIN 27-32-25-33-0006, and 27-32-25-33-0009) separated by 142<sup>nd</sup> Avenue Northwest and Limonite Street with a total area of approximately 8.04 acres. All three parcels are currently owned by the City of Ramsey. Phase I and Phase II ESAs were conducted at the properties in 2017 and 2018, and the properties were enrolled in the MPCA VIC program for the purpose of obtaining environmental liability assurances for identified non-petroleum contamination. Specifically, No Association Determination (NAD) and Retroactive No Association Determination (RNAD) assurances were requested.

The properties are being managed under two separate MPCA Site ID numbers. The two eastern parcels (PIN 27-32-25-33-0017 and 27-32-25-33-0009) are referenced as the "Alloy Recovery" site with MPCA ID# BF0000749; and the western parcel (PIN 27-32-25-33-0006) is referenced as the B.A. Cylinder" site with MPCA ID# BF0000748.

The purpose of the proposed environmental sampling activities is to provide additional soil and soil vapor data, which is required by the MPCA to support the requests for NAD and RNAD at each site. The specific scope of work required at each site has been discussed with the MPCA project manager and is described below.

## **Scope of Work**

### **Task 1: Environmental Sampling**

The environmental sampling work will include collecting soil and soil vapor samples using a subcontracted licensed drilling company. Prior to conducting on-site work, public utilities will be cleared

using Gopher State One Call, and a utility locator will be retained to evaluate the boring locations for potential private utilities. The work will be conducted over two separate mobilizations - one mobilization in April, and one mobilization in November. The scopes of work proposed at each site are described below.

***B.A. Cylinder Site - 14165 Ramsey Blvd NW (MPCA ID# BF0000748)***

The environmental sampling field work is expected to take one day to complete and will include the following:

- Advance five (5) soil borings at the Site to a depth of approximately 8 feet below ground surface (bgs) for the purpose of collecting soil samples. The soil borings will be advanced using hydraulic probe-type drilling equipment, with continuous soil sampling. One soil boring will be advanced in the location of previous boring SB-4, to delineate the vertical extent of metals contamination identified during the 2018 Phase II ESA. The other four borings will be advanced in four directions approximately 20 feet outwards from SB-4. Following sample collection, the boreholes will be sealed per Minnesota Department of Health (MDH) regulations.
- Conduct environmental monitoring during drilling including 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 for the 13 Priority Pollutant Metals using Environmental Protection Agency (EPA) Method 6010.
- Advance four (4) temporary soil vapor probes to a depth of 3 to 5 feet bgs and collect soil vapor samples using Summa Canisters. The soil vapor samples will be collected in April from the locations of previous vapor samples SV-1 through SV-4 (previously sampled in heating season) to provide soil vapor data from the MPCA-defined non-heating season (April through October). The four (4) soil vapor samples will be submitted to a qualified laboratory and analyzed for volatile organic compounds (VOCs) using EPA Method TO-15.

***Alloy Recovery Site - 7060 142nd Avenue NW (MPCA ID# BF0000749)***

The environmental sampling field work will be conducted over two separate mobilizations (one in April and one in November) and will include the following:

- Advance nine (9) temporary soil vapor probes to a depth of 3 to 5 feet bgs and collect soil vapor samples using Summa Canisters.
  - Five (5) soil vapor samples will be collected in November from the locations of previous vapor samples VP-1 through VP-5 to provide soil vapor data from the MPCA-defined heating season (November through March).
  - Two (2) soil vapor samples will be collected in April from the locations of previous vapor samples VP-6 and VP-7 to provide soil vapor data from the non-heating season.
  - One (1) soil vapor sample will be collected in November and one (1) in April from within the footprint of the former on-site building to provide soil vapor data from the heating and non-heating seasons (2 total samples).
  - The nine (9) soil vapor samples will be submitted to a qualified laboratory and analyzed for VOCs using EPA Method TO-15.

## Task 2 – Reporting and Correspondence

Braun Intertec will prepare a report for each site summarizing the investigation results and providing recommendations for any additional investigation or response actions that may be required to address identified contamination.

We will submit the reports to the MPCA for review and will correspond with the MPCA VIC Program to facilitate their issuance of the requested liability assurances.

### Cost Estimate Detail

Based on our current understanding of the Site conditions and the assumptions stated herein, we estimate the cost to perform the proposed services is **\$ 15,789**, per the cost breakdown below.

<b>Service Description</b>	<b>Cost Estimate</b>
Task 1 – Environmental Sampling	
- Professional Services and Expenses	\$2,542
- Mileage and Equipment	1,086
- Subcontract Laboratory Services (cost plus 10%)	4,494
- Drilling Services	<u>4,796</u>
Subtotal (Task 1)	\$12,918
Task 2 – Reporting and Correspondence	\$2,871
<b>Estimated Total Cost</b>	<b>\$15,789</b>

**General Remarks**

Braun Intertec appreciates the opportunity to present this proposal to you. ***Please return a signed copy of the proposal in its entirety.*** 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 contact Imants Pone at 952.995.2665 or [ipone@braunintertec.com](mailto:ipone@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Imants Pone  
Senior Scientist



Mark A. Ciampone, PG  
Group Leader - Senior Scientist

Attachment:  
General Conditions (1-1-18)

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

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Authorizer's Firm

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Authorizer's Signature

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Authorizer's Name (please print or type)





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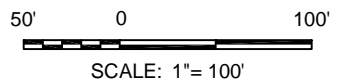
Authorizer's Title

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Date



-  **PUSH PROBE SOIL BORING LOCATION**
-  **SOIL VAPOR SAMPLE LOCATION**
-  **PREVIOUS SOIL BORING LOCATION (BY OTHERS)**
-  **PREVIOUS SOIL VAPOR SAMPLE LOCATION (BY OTHERS)**



11001 Hampshire Avenue S  
 Minneapolis, MN 55438  
 952.995.2000  
 braunintertec.com

Project No:  
 B1710014.00

Drawing No:  
 B1710014-00

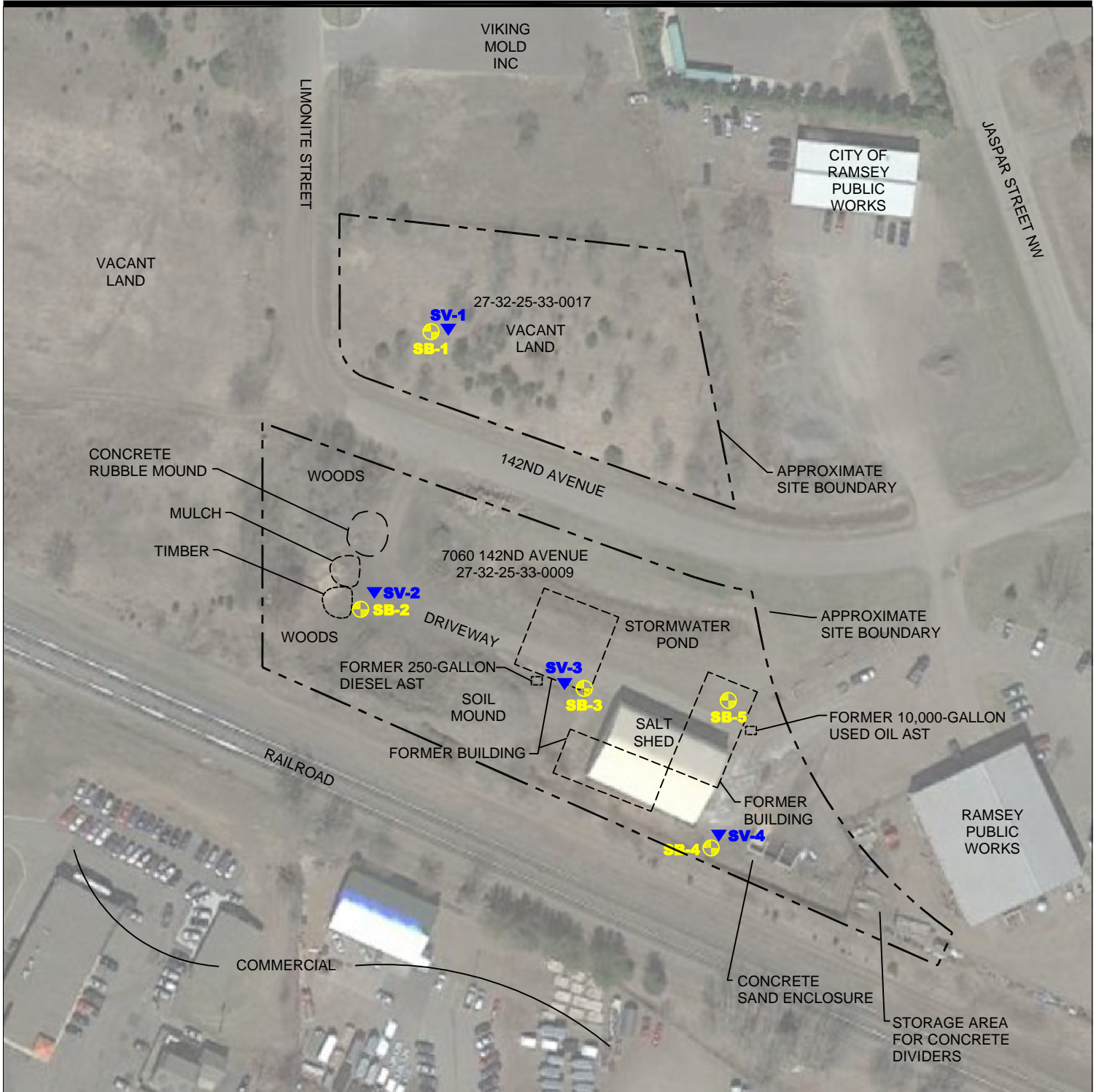
Drawn By: JAG  
 Date Drawn: 10/23/17  
 Checked By: CF  
 Last Modified: 10/23/17

Site 37

14165 Ramsey Boulevard NW

Ramsey, Minnesota

**Investigation  
 Locations Map**



⊕ **SOIL BORING LOCATION**

▼ **SOIL VAPOR SAMPLE LOCATION**



60' 0 120'

SCALE: 1" = 120'

Sheet: of: Fig.: 2	Project No:	B1710014.01
	Drawing No:	B1710014-01
	Scale:	1" = 120'
	Drawn By:	LAO
	Date Drawn:	10/26/17
	Checked By:	JA
	Last Modified:	12/15/17

**INVESTIGATION LOCATIONS MAP**  
**CITY OF RAMSEY PARCELS**  
 PINS: 27-32-25-33-0017 AND 27-32-25-33-0009  
 7060 142ND AVENUE NW  
 RAMSEY, MINNESOTA

**BRAUN**  
**INTERTEC**

**The Science You Build On.**

11001 Hampshire Avenue S  
 Minneapolis, MN 55438  
 PH. (952) 995-2000  
 FAX (952) 995-2020

## 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 fees earned 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 fees earned 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 amount 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 all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**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 fees earned 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 fees earned for performance completed 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.