

March 17, 2026

Proposal 10008894_001

Kevin Hansen, PE

City of Columbia Heights

3989 Central Avenue NE

Columbia Heights, MN 55421

Re: Proposal for a Geotechnical Evaluation and Environmental Investigation
City of Columbia Heights Public Works Facility
637 38th Avenue NE
Columbia Heights, Minnesota

Dear Mr. Hansen:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation and preliminary environmental investigation for the City of Columbia Heights Public Works Facility at the referenced site.

Project Information

Per the RFP and supporting information provided by you, we understand the proposed project will include redevelopment of the existing public works site, which was built in 1971. In addition to the existing public works building, the site has a gasoline and diesel fueling system with three underground storage tanks, which were last replaced in 1989. There is also a 1.8-acre gravel lot that was previously used as a vehicle impound lot. Past explorations at the site have encountered environmental issues related to slag waste.

The redevelopment project will include construction of a new 85,000 square-foot single story building, which will primarily be sited where the existing gravel lot is, new parking areas, a fueling station location and covered storage areas. A depiction of the proposed site plan is provided in Figure 1 below.

As part of our work, it has been requested that we perform a geotechnical and environmental evaluation so that recommendations can be provided related to foundation design, pavement design, and environmental remediation. Additionally, it is requested that assistance be provided related to funding sources to assist the City with cleanup, if eligible.

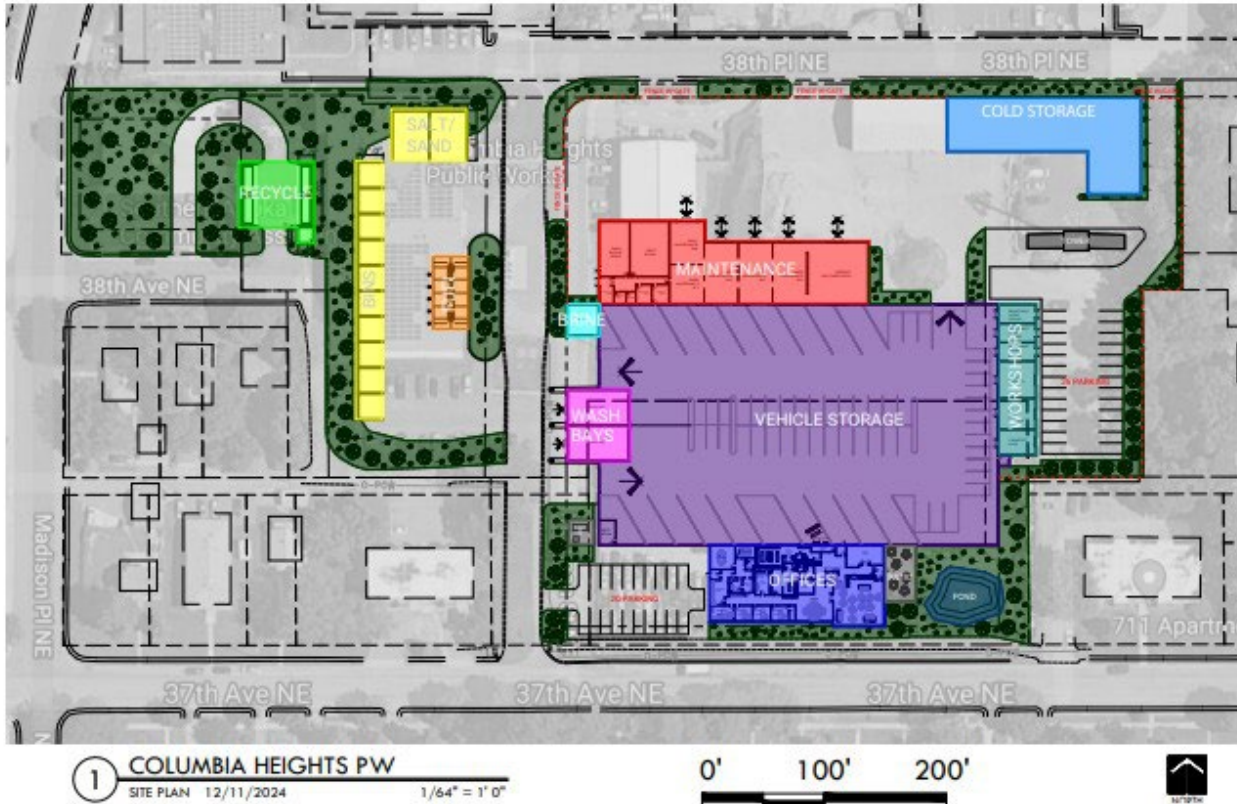


Figure 1. Proposed Site Layout, as provided by the City

Geotechnical Scope of Services

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the project.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Site Access

Based on our knowledge of the project area and the map provided, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

With assistance from the City, we will stake the desired and prospective subsurface exploration locations, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. In order to link the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

As requested, we propose to drill a total of ten standard penetration test (SPT) borings for the project. We anticipate extending six of the borings to a depth of 25 feet each and four of the borings to a depth of 50 feet each. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 25 feet, and at 5-foot intervals at greater depths.

We will collect bag samples from the borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.



Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

MDH Notification (If Exploration is ≥ 25 feet)

We are planning for the borings to be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the MDH by mail a “Sealing Notification Form”, and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 350 feet with grout.

The attached Project Proposal shows the fees associated with the sealing.

Upon sealing exploration locations, we will fill holes in any pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 15 moisture content tests, 4 mechanical analyses (through a #200 sieve only), and 2 Atterberg limits tests. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.



Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the Borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of the building foundation and pavement design for parking lot pavements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Environmental Scope of Services

Purpose

The purpose of the preliminary environmental investigation is to determine if contamination requiring management during construction of the new public works building will be encountered and if further environmental investigations will be warranted.

Scope of Services

Braun Intertec will perform environmental screening and soil sampling during the geotechnical evaluation. We propose to perform preliminary sampling and testing concurrently with the geotechnical evaluation per the RFP as follows:

Conduct environmental screening during drilling of the geotechnical borings to include organic vapor screening of recovered soil using a photoionization detector (PID) and recording visual/olfactory observations of recovered soil for evidence of contamination (i.e., odors, staining, intermixed debris, etc.). Soil samples for quantitative laboratory analysis will be collected from each boring at intervals identified in the RFP. Specifically, the 0 – 4 feet depth and the 4 – 8 feet depth will be submitted for analysis.



Analyze up to 20 soil samples from the boring per the RFP s as follows:

- Polycyclic aromatic hydrocarbons (PAHs) using U.S. Environmental Protection Agency (EPA) Method 8270
- Diesel range organics (DRO) using the Wisconsin Department of Natural Resources (WDNR) Method.
- Gasoline range organics (GRO) using the WDNR Method.
- Arsenic, Lead, Cadmium, Chromium, and Copper

Results of the environmental screening and sampling will be included within the geotechnical evaluation report, along with figures illustrating environmental sampling results, an overview of methods used, and recommendations.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – we have tentatively scheduled drilling for April 23 to 28, 2026
- Field exploration – about 4 days on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Draft report submittal – within about 2 weeks of classification and laboratory testing
- Final report submittal – within 2 days of receiving comments on the draft report. We understand the final report is requested by May 29, 2026.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$37,985.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.


We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.


We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Amy Grothaus at 651.261.7122 or agrothaus@braunintertec.com.

Sincerely,

Braun Intertec Corporation


Amy J. Grothaus, PE
Senior Manager, Senior Engineer


Christopher R. Kufner, PE
Associate Director, Principal Engineer

Attachments:
Project Proposal
MDH Notification Form
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Fee Estimate
10008894_001
City of Columbia Heights Public Works Facility

Client:
City of Columbia Heights
Kevin Hansen
3989 Central Ave NE
Columbia Heights, Minnesota 55421-3878
(763) 782-2880

Work Site Address:
637 38th Avenue NE
Columbia Heights, Minnesota 55421

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Staking and Utility Clearance			\$964.00
GIS Specialist III	1.00	148.00	\$148.00
Project Assistant IV	1.00	102.00	\$102.00
Staking and Utility Technician	4.00	114.00	\$456.00
Trip Charge	1.00	50.00	\$50.00
Trimble Catalyst GPS, Centimeter, per hour	4.00	52.00	\$208.00
Subtask 1.2: Drilling			\$13,305.00
Project Assistant IV	1.00	102.00	\$102.00
Truck Mounted Drilling Services, per hour	26.00	430.00	\$11,180.00
Grout with bentonite, materials per foot	350.00	5.00	\$1,750.00
Sealing Records, each	1.00	91.00	\$91.00
Overtime addition to two-person crews, per hour	2.00	91.00	\$182.00
Subtask 1.3: Laboratory Testing			\$1,449.00
Soil Moisture Content ASTM D2216 each	15.00	23.00	\$345.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	2.00	160.00	\$320.00
Soil Sieve Analysis with 200 wash, each	4.00	196.00	\$784.00
Subtask 1.4: Engineering and Reporting			\$6,372.00
Senior Engineer II	20.00	224.00	\$4,480.00
Principal Engineer II	4.00	254.00	\$1,016.00
GIS Specialist III	1.00	148.00	\$148.00
Project Control Specialist III	2.00	160.00	\$320.00
Project Assistant IV	4.00	102.00	\$408.00
Task 1 Total:			\$22,090.00
Task 2: Environmental Services			
Subtask 2.1: Field Work and Sampling			\$9,035.00
Staff Scientist II	30.00	124.00	\$3,720.00
PID w/10.6 eV lamp, per day	3.00	125.00	\$375.00
Encon GPS, per day	3.00	160.00	\$480.00
Subcontractor - Laboratory Analytical	1.00	4,460.00	\$4,460.00
Subtask 2.2: Work Plan, Project Management, and Reporting			\$6,860.00
Project Assistant IV	2.00	102.00	\$204.00
Senior Scientist I	12.00	202.00	\$2,424.00
Senior Scientist II	2.00	224.00	\$448.00
Staff Scientist II	24.00	124.00	\$2,976.00
Data Quality Reviewer	4.00	202.00	\$808.00
Task 2 Total:			\$15,895.00
Project Total			\$37,985.00



Minnesota Department of Health

Well Sealing Notification Form

Please have the property owner, representative or agent complete the “Well Owner” section only of the Minnesota Department of Health (MDH) Well Sealing Notification form below and return it to Braun Intertec along with the signed proposal. We will complete the remainder of the form and submit it to the MDH.

NOTE: This form must be completed and returned to Braun Intertec prior to us scheduling the mobilization of our equipment and crews to the project site.

Project Name: _____

Site Address: _____

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. <small>(Leave blank if not known)</small>		Minnesota Well and Boring Sealing No. <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: 1.2em;">H</div>		
<input type="checkbox"/> Well Sealing Notification (269) Check Box If: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter						Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover Exp. Date _____ Print Cardholder Name _____		Card Number _____ 3-Digit Security Code <small>(Printed on back side of card.)</small> _____		
<input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other _____						Authorized Signature _____				
WELL LOCATION	County		Township Name		Township No.	Range No.	Section No.	Fraction (sm. → lg.) <div style="display: flex; justify-content: space-around; font-size: 0.8em;"> 1/4 1/4 1/4 </div>		
	Well Location Address				City		State	Zip Code	Est. Depth	Casing Diameter
WELL OWNER	Well Owner Name (Print)						Daytime Telephone Number ()			
	Well Owner Street Address					City		State	Zip Code	
	Well Owner Signature							Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)			Certified Rep. Signature			Date		Company License No.	
<small>Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 1031, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.</small>										

BRAUN INTERTEC GENERAL CONDITIONS**SECTION 1: AGREEMENT**

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization (“Agreement”). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity (“Consultant”) and the client (“Client”) as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services (“Services”) in connection with the project (“Project”) which are specifically described in this Agreement. Client understands and agrees that Consultant’s Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute “Additional Services.” Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant’s then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant’s profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant’s findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant’s report or shown on Consultant’s sketches reference Project plans or information provided by others or estimates made by Consultant’s personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant’s Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant’s Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client’s possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client’s representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client’s representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment (“PPE”) typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant’s employees are expressly authorized by Client to refuse to work under conditions that may, in an employee’s sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant’s own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client’s property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client’s duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client’s failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant’s performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant’s then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant’s Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant’s field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client’s scheduling demands in accordance with Consultant’s then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant’s price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant’s estimated fees are based upon Consultant’s experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant’s costs for all services performed will be based upon Consultant’s then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client’s obligation to pay for Services under this Agreement is not contingent on Client’s ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client’s successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant’s Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party’s written acceptance of all terms of this Agreement will alter Client’s rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant 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 Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.