



Stantec Consulting Services Inc.

One Carlson Parkway, Suite 100
Plymouth, MN 55447

October 22, 2025

Mr. Jacob Schillander
City Administrator
City of Maple Plain
5050 Independence Street
Maple Plain, MN 55359

Dear Mr. Kolander:

Reference: Proposal for a Soil Vapor Investigation for Maple Plain Parcels, 1620 Maple Avenue, 5209 and 5249 US Highway 12, 5210, 5220 and 5230 Main Street, Maple Plain, Minnesota (the Subject Property)

Stantec Consulting Services Inc. (Stantec) has prepared this proposal to provide a non-heating seasonal Soil Vapor Investigation for the Subject Property. The Subject Property consists of approximately 1.5-acres of vacant land and includes:

Property Identification Number:

1620 Maple Avenue: 24-118-24-34-0028 (0.3-acres)
5249 US Highway 12: 24-118-24-34-0069 (0.24-acres)
5210 Main Street: 24-118-24-34-0032 (0.15-acres)
5220 Main Street: 24-118-24-34-0031 (0.25-acres)
5230 Main Street: 24-118-24-34-0070 (0.37-acres)

Stantec completed a Phase I ESA dated May 2022, for the Subject Property which identified the following environmental findings:

This ESA has identified the following *recognized environmental conditions* (RECs) and *controlled recognized environmental conditions* (CRECs) relative to the Subject Property:

- The residual impacts associated with closed leak #LS0002139 are considered to represent a CREC for the Subject property.

This ESA has identified the following *historical recognized environmental conditions* (HRECs) relative to the Subject Property:

- The two PCASPILLS incidents that occurred at the Subject Property (MPCA spill # 5657 and MPCA spill # 53289) are HRECs for the Subject Property.

Although not considered RECs, CRECs, or HRECs; this ESA has revealed the following item that constitutes an environmental business risk:

- Potential fill soils with debris and/or residual petroleum impacted soil associated with the two closed leak sites at the Subject Property is considered a business environmental risk as it may require environmental characterization for export and disposal purposes if encountered during future construction activities.

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Stantec understands there is a proposed development for an approximately 20,500 square foot multi-family building at the Subject Property. Based on the historical petroleum release at the Subject Property the vapor intrusion pathway needs to be investigated to make a vapor mitigation decision for the proposed building. The proposal only pertains to the recommended soil vapor testing and to meet the first round (non-heating season) of the two seasonal round sample events required by the Minnesota Pollution Control Agency (MPCA) to make a vapor mitigation decision. Additional sampling may be recommended for soil management or additional environmental characterization as needed. This proposal is for completing a non-heating seasonal round of eight (8) soil vapor samples before the seasonal deadline of October 31, 2025.

Scope of Service

The non-heating seasonal Soil Vapor Investigation will include the following scope of services:

- Prepare a site-specific health and safety plan and complete a tailgate safety meeting with Stantec field staff and the drilling subcontractor prior to commencing with the fieldwork.
- Advance eight (8) soil gas probes using the Post Run Tubing (PRT) method. The vapor probes will be advanced to 5 feet below grade and pulled back to approximately 1 foot to allow for vapor collection and the annulus between the vapor sampling tooling and ground surface will be sealed with a hydrate bentonite mixture. Prior to sample collection, an MPCA recommended “shut in” test will be completed to affirm tightness of the vapor sampling apparatus. Laboratory provided, individually certified 1-liter sampling canisters with negative pressure will be used to collect the sub-slab vapor. The vapor samples will be analyzed for VOCs using EPA Method TO-15 and Fixed Gases by EPA Method 3C or equivalent. Following sampling collection, the probe tooling will be removed, and probe hole will be sealed with bentonite.
- Prepare a draft Soil Vapor Investigation, with supporting figures, data results and attachments for your review and comments.
- Complete a final report.

The scope of services is not intended to identify every chemical possibly associated with the Subject Property plus the scope of services is not intended to determine the extent of magnitude of contamination, if present. If impacts are identified, the client, owner, or other potentially responsible party may have reporting obligations per Minnesota statutes. Also note that if the Subject Property is enrolled into the MPCA Voluntary Brownfield Programs, additional investigation may be required to obtain requested liability assurance/closure letters.

Public and Private Utilities Identification

- Prior to initiating the proposed drilling activities, Stantec’s subcontractor will notify “Gopher One Call” to identify any publicly owned underground utility lines in the vicinity of the drilling site. Public

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utility lines buried at the Subject Property will be located by the appropriate public utility company and indicated on the ground surface with flags and/or paint. The drilling subcontractor will not advance borings/excavations closer than the recommended distances from each of the public utility lines.

- Private utility lines may also be buried at the Subject Property. Stantec's drilling contractor will retain a private utility contractor to locate private buried utilities (i.e., private sewer, private electric, private gas or underground storage tank systems). Please note that some private lines made of clay, cement or tile or other materials that are not identifiable by private locators. Stantec requests that the soil boring locations be approved by the Subject Property owner as Stantec is not responsible for damage to private utility systems or releases that may result from inaccurately located utilities. A fee for the private utility locator of \$500 is included in this proposal.

Schedule

Stantec estimates the following standard project timeline:

Authorization must be provided by Noon, Wednesday, October 22, 2025 to facilitate completion the field testing and obtain laboratory sampling equipment prior to October 31, 2025.

- Field Work – Tentatively scheduled for October 24, 2025
- Laboratory results within 10 business days of completing field work; and
- Draft Report – within 5 business days of receiving lab results;

If an expedited timeline is necessary Stantec will work with you to accommodate your schedule as necessary. Additional costs may apply for rush lab charges or drilling contractor fees.

Cost Estimate

Stantec estimates a cost of **\$11,474** for the environmental investigation, sampling, and reporting services to be billed on a time and material (T & M) basis. Any deliverables outside of the defined scope will be charged T&M based on the attached rate table. This is an estimate only, not a limit, invoices will reflect the actual effort it takes to complete the scope of work proposed. Also note that the above costs do not include management/disposal of IDW, MPCA Voluntary Brownfield Program fees, or follow-up reporting.

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We appreciate the opportunity to be of service and request that you call if you have any questions regarding this proposal.

Regards,

Stantec Consulting Services Inc.



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Environmental Services – Real Estate
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Environmental Services – Real Estate
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By signing this proposal, _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the ____ day of _____, _____.

Per: City of Maple Plain

Print Name & Title

Signature

Attachment: General Terms and Conditions
 Stantec Rate Table



ATTACHMENT – STANDARD RATE TABLE

BC2277_2025-1

HOURLY RATES

Stantec Billing Level	2025 Hourly Rate*
3	\$114
4	\$128
5	\$139
6	\$144
7	\$152
8	\$158
9	\$170
10	\$176
11	\$189
12	\$195
13	\$204
14	\$214
15	\$241
16	\$274
17	\$284
18	\$290
19	\$299
20	\$312
21	\$324

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals and Lodging**
May be billed at cost or daily per diem. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>).
- **Vehicle and Equipment Rentals**
Not owned by Stantec.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. For Stantec owned vehicle, a combination of daily vehicle or mileage rates are used depending on the type of work and/or contract. A separate Stantec Equipment Rate Schedule* is available upon request.



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant within 28 days of receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com. Consultant provides no guarantee or warranty that the Client's Project requirements can be achieved within its proposed Project budget or schedule. Any services to redesign, value-engineer or make changes to the Client's Project requirements, whether for cost-saving, schedule efficiency, or otherwise, constitute additional services.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages



arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.