



4560 Norway Pines Place  
Duluth, MN 55811  
218.727.8796  
tkda.com

July 9, 2015

Mr. Erik Birkeland  
Property & Facilities Manager  
City of Duluth  
1532 West Michigan Street  
Duluth, Minnesota 55806

Re: Proposal for Ecological Restoration Services  
Western Waterfront Restoration

Dear Mr. Birkeland:

TKDA is happy to submit this Proposal to provide Ecological Restoration Services for the Western Waterfront Restoration project in the St. Louis River Corridor in Duluth, Minnesota, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Duluth is referred to as the CLIENT.

The following section summarizes our understanding of the Project based on review of the CLIENT's Conservation Partners Legacy Grant Application (Grant Application), dated April 3, 2015, and follow-up conversations with CLIENT representatives.

#### I. PROJECT DESCRIPTION

Introduction: Habitat along the St. Louis River and its freshwater estuary are considered critical to regional fish and wildlife populations and Lake Superior biological productivity. The CLIENT has a vision for the St. Louis River Corridor to restore native plant communities to support wildlife and outdoor recreation, as well as reconnecting western Duluth communities to the river and fostering sustainable economic development in the area. The vision is captured in the Duluth Comprehensive Land Use Plan that limits the area to low intensity use and development, such as trails, water access, canoeing, kayaking, and similar activities. Nine Beneficial Use Impairments (BUI) were identified when the St. Louis River was designated as an Area of Concern (AOC).

Project Objectives: The Project has multiple objectives that will be accomplished through native plant community and riparian habitat restoration within the St. Louis River Corridor. The Project objectives are consistent with the St. Louis River Habitat Plan and will support efforts to remove the BUI and delist the AOC.

- Restore terrestrial native plant communities within the St. Louis River Corridor to directly benefit a wide variety of wildlife.
- Control terrestrial invasive and exotic species which will improve the health of the riparian zone and protect the freshwater environment.

- Significantly improve water- and land-based recreation by removing physical and visual barriers and enhancing recreational user experience, expanding environmental education opportunities, and improving residential neighborhood value and sense of community.

Project Approach: The Grant Application provides high-level detail regarding ecological concerns associated with the St. Louis River Corridor, including invasive plant species that require mitigation and various native plant and animal species targeted for habitat improvement. The Grant Application establishes general methodologies to address the invasive species concerns and habitat improvement objectives in a manner that involves various partners and stakeholder groups as well as a public engagement process. The Grant Application also provides a generalized method for defining areas, described as Levels 1, 2, & 3, to guide restoration planning and a schedule to complete various activities.

This Proposal focuses on developing a plant community and habitat restoration plan (Restoration Plan) for riparian areas of publically owned land covering an area of approximately 76.5 acres. The Restoration Plan will also address mitigation of invasive plant species. As depicted on Figure 1, the 76.5 acres are located along portions of the Western Waterfront Trail from Tallus Island to Kingsburry Bay. Restoration will follow MNDNR restoration guidelines including pollinator best management practices.

## II. SERVICES TO BE PROVIDED BY TKDA

TKDA will utilize the services of Leggette, Brashears & Graham, Inc. (LBG), an environmental consulting and engineering firm located in Duluth, Minnesota, as a subconsultant to provide ecological restoration support for this Project. Various LBG staff have completed the University of Minnesota 120-hour Ecological Restoration certificate program as a supplement to training and project experience associated with construction site restoration auditing (i.e., restored ecosystems), wetland delineation, wetland mitigation, and threatened and endangered species management. Information regarding LBG qualifications and personnel available to support this project is provided in the LBG Statement of Qualifications attached to this Proposal.

Based on TKDA'S understanding of the Project, we propose to provide the following services:

### A. SITE ASSESSMENT / PRE-DESIGN

#### 1. Research and Data Gathering

Complete a desktop review of site topography, soil types, hydrology, sunlight exposure, and pre-settlement vegetation.

#### 2. Restoration Area Delineations within Levels 1 through 3

- a. Invasive Species and Plant Community Surveys: TKDA understands that only informal field surveys have been completed to document the presence of invasive species or define plant community composition. TKDA has provided design and engineering oversight for the Western Waterfront Trail and has obtained topographic survey information for the area targeted for restoration along the trail. Therefore, field survey activities will be limited to documenting pertinent invasive species and plant community composition information.



5. Public Meeting 2
    - a. Prepare technical presentation to educate and receive comments from the public regarding Project 30% design.
    - b. Consider comments for incorporation into final design.
  6. Final Design
    - a. Plan will include detailed scope of work, supporting figures, and applicable references.
    - b. Prepare Final Bidding Documents.
- C. CONSTRUCTION IMPLEMENTATION SUPPORT / OBSERVATION
1. Engineering Oversight During Construction
    - a. Attend preconstruction meeting.
    - b. Complete weekly site inspections during construction to provide technical support and verify Restoration Plan implementation.

Estimated costs for this proposal assume a total of 10 weekly inspections.
  2. Project Status Reporting
    - a. Submit site inspection reports to the City detailing Restoration Plan implementation and progress.

Estimated costs for this proposal assume a total of 10 inspection reports.
- D. RESTORATION IMPLEMENTATION REPORT / MONITORING
- Document Preparation
- a. Summary of work completed with supporting figures and documentation.
  - b. Include one-year post-construction monitoring plan.
  - c. Excluded work:  

Costs to conduct and report the first year of monitoring or prepare a long-term monitoring and maintenance plan are not included with this proposal.

Note: First year monitoring results can be used as basis to develop a long-term monitoring and maintenance plan.

ESTIMATED PROJECT SCHEDULE

July 2015 – Nov 2015	Site Assessment and Pre-Design
Nov 2015 – Feb 2016	Public Meeting 1/30% Design
Mar 2016 – May 2016	Public Meeting 2/Final Design
June 2016 – Oct 2016	Construction Implementation
Oct 2016 – Dec 2016	Restoration Implementation Report/Monitoring Recommendations

### III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Change in project direction or significant scope changes due to CLIENT's incorporation of stakeholder meeting, conceptual design public meeting, and 30 percent design public meeting comments.
- B. Need for additional stakeholder and public meetings above those indicated.
- C. Need for additional technical presentations above those indicated.
- D. Need to phase construction over multiple seasons due to schedule drivers such as migratory bird nesting and presence of threatened and endangered species.
- E. Additional or more frequent construction site inspection visits than those indicated.

### IV. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified herein below:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA and its subcontractor with access to the site as required to perform services listed in SECTION II above.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.

### V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION II services by December 2016.

### VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed \$ 70,000.00. Our detailed Project Fee Estimate is attached. Payment shall be made in accordance with Article 3 of the attached General Provisions.

Mr. Erik Birkeland  
City of Duluth  
Proposal for Ecological Restoration Services - Western Waterfront Restoration  
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The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION II will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

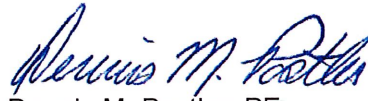
VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Duluth and the return of a signed original to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,



David P. Salo, PE  
Project Manager



Dennis M. Postler, PE  
Vice President, Municipal Services

DPS:DMP:prd  
ATTACHMENTS: LBG STATEMENT OF QUALIFICATIONS  
GENERAL PROVISIONS

ACCEPTED FOR CITY OF DULUTH

By: \_\_\_\_\_  
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

\_\_\_\_\_  
Name/Title Phone Email





## 2015 SCHEDULE OF HOURLY BILLING RATES

<u>Municipal Services Division Employee Classification †</u>	<u>Range of Hourly Billing Rates*</u>		
Senior Registered Engineer	\$ 123.00	to	\$ 180.00
Registered Engineer or Professional Land Surveyor	\$ 75.00	to	\$ 134.00
Graduate Engineer or Land Surveyor	\$ 57.00	to	\$ 91.00
Senior Planner	\$ 105.00	to	\$ 126.00
Planner	\$ 54.00	to	\$ 90.00
Engineering Specialist II	\$ 103.00	to	\$ 117.00
Engineering Specialist I	\$ 68.00	to	\$ 105.00
Technician III	\$ 77.00	to	\$ 103.00 **
Technician II	\$ 48.00	to	\$ 79.00 **
Technician I	\$ 31.00	to	\$ 59.00 **

† Hourly billing rates for staff outside the Municipal Services Division will be billed at a 2.85 multiplier.

In addition to the hourly charges, TKDA shall be reimbursed at cost for the following direct expenses when incurred in the performance of the work:

1. Vehicle mileage at current IRS standard rate per mile.
2. Outside professional and technical services with costs defined as the amount billed TKDA plus 10%.
3. Outside reproduction and reprographic costs.

\* Rates effective until December 31, 2015.

\*\* For hours worked over 40 hours per week individuals are paid one and one-half times the above rates.

# STATEMENT OF QUALIFICATIONS

## Environmental Services

Prepared for

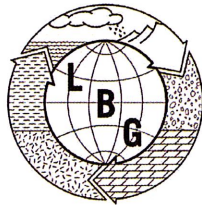


4560 Norway Pines Place  
Duluth, MN 55811

Prepared by

**Leggette, Brashears & Graham, Inc.**

Professional Groundwater & Environmental Engineering  
Services



July 2015



# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

A Tradition of  
Excellence Since 1944

LBG is committed to  
the following core  
values:

- Responsiveness
- Accuracy
- Thoroughness
- Exemplary Project Performance
- Health and Safety

LBG has 195  
employees located in  
27 offices

## INTRODUCTION

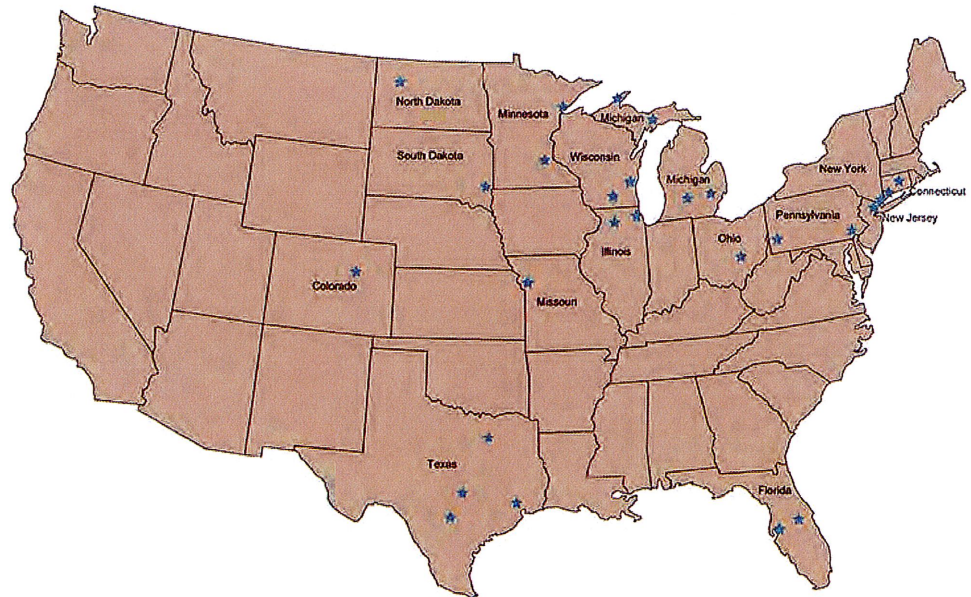
With over 70 years of experience serving industry, Leggette, Brashears, & Graham, Inc. (LBG) is uniquely qualified to provide a full range of environmental and engineering consulting services to our clients. From environmental permitting and spill prevention to remediation and regulatory closure, LBG's environmental engineers, geologists, hydrogeologists, biologists, and other technical resources apply their combined skills to cost-effectively assess, and creatively solve, our clients' varied environmental problems in order to meet project specific goals.

LBG offers the highest level of professional expertise and commitment, knowing that our clients depend on us to solve diverse problems in a cost effective and time-efficient manner. Every project LBG undertakes benefits from many years of experience, global capabilities, detailed knowledge of local conditions, and understanding of interactions between client-specific programs, regulatory requirements, and public settings.

Health and safety is a primary LBG core value. LBG subscribes to ISNetwork to facilitate the management of health and safety, including our DOT approved drug and alcohol programs.

## MISSION STATEMENT

The mission of LBG is to provide water resource and environmental solutions that bring value to our clients.



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## ENVIRONMENTAL SERVICES

### Environmental Compliance Documentation and Permitting

- Regulatory Communications
- Federal, Tribal, State, County, and Municipal
- National Environmental Policy Act (NEPA)
- Facility Response Plans (FRPs)
- National Pollution Discharge Elimination System (NPDES) permits
- Spill Prevention Control and Countermeasures (SPCC) plans
- Storm Water Pollution Prevention Plans (SWPPPs)
- Air permitting
- Superfund Amendment Reauthorization Act (SARA) Title III
- Permitting program management

### Environmental Site Assessment (ESA) Services

- Phase I ESAs in accordance with ASTM E1527-13 & EPA's AAI Rule
- Phase II ESAs, in accordance with ASTM E1903-11 for low-risk properties
- Property transaction screens, in accordance with ASTM E1528-14
- Hazardous materials inspections, limited compliance inspections, mold surveys
- Soil vapor assessments (network design, sampling, modeling, screening per ASTM e2600-10)

### Pre-Construction Permitting

- SWPPP preparation and management
- Notifications (regulatory, tribal)
- Local (county/municipal) and internal site-specific permits
- Pre-construction characterization of soil and groundwater quality
- Data screening for potential impacts on health and safety

### Construction/Operational Support

- Construction management and environmental support
- Environmental Inspectors (EIs)/storm water inspectors
- Waste and impacted soil management
- Reportable and non-reportable spill management (i.e. housekeeping)
- Hydrostatic test water management
- Contact water treatment
- Post-construction permitting/compliance (notifications, SPCC, SWPPP, NPDES)
- Ecological restoration planning and inspection

### Groundwater/Surface Water

- Regulatory required sampling and reporting
- Voluntary perimeter groundwater monitoring programs
- Monitoring well network design and installation
- Surface water sampling and reporting
- Water resource planning, development, and protection

## ENVIRONMENTAL SERVICES (continued)

### Due Diligence/Environmental Liability Management

- Property due diligence for transactions
- Remediation cost estimating
- Environmental liability reserve estimating
- Environmental insurance acquisition assistance
- Risk Assessment

### Data Management/GIS Solutions

- Data conversion
- Change detection
- Cartographic services
- Volume calculations
- Spatial and time series analysis

### Environmental Remediation

- Response action planning, design, implementation, and close-out
- Creative remediation techniques for closing recalcitrant sites
- Performance-based contracting
- Soil, surface water, and groundwater expertise
- Low-cost remediation techniques
- Sites involving litigation support and potential exposure concerns

### Remediation Design/Engineering Services

- Economic analysis and feasibility studies
- Focused site investigations to support remedy selection
- Secondary containment
- Water management
- Contact water/air emissions treatment

### Construction Management

- Bid process management
- Construction oversight and subcontractor management
- Contract administration

### Spill Response Support

- Initial characterization with focus on surface water/potentially sensitive receptors
- Initial subsurface characterization and impact extent evaluation
- Initial risk evaluation and initial response remediation
- Response oversight and subcontractor coordination
- Waste and impacted soil management
- Regulatory communications support
- Provide "Eyes and ears" in the field for the client
- Shoreline Cleanup Assessment Technique (SCAT)

### Wetland/Natural Resource Management

- Jurisdictional waters determination
- Wetlands identification, delineation, mitigation, and permitting
- Threatened and endangered species survey
- Cultural resource survey and permitting
- Temporary and permanent stream/waterway permitting
- Ecological restoration planning and inspection

## LBG's Compliance Services:

- SPCC Plans
- Containment Upgrades
- SWPPPs
- NPDES Permitting
- Air Permitting
- Permit Management
- Groundwater Monitoring Programs
- Surface Water Monitoring
- SARA Title III

## ENVIRONMENTAL COMPLIANCE SERVICES

LBG offers environmental permitting and compliance services to meet the regulatory needs of our clients at the local, state, and federal levels. Whether the requirement involves the preparation of a plan, permit application/modification, sample collection, or other compliance activity, LBG has relevant industry experience.

LBG is experienced in the preparation of compliance plans for both construction projects and maintaining existing assets. In addition to preparing spill prevention, storm water, and wetland mitigation plans, we have assisted our clients with design and construction of facility upgrades to be compliant with current regulatory requirements and environmental best management practices (BMPs).

LBG has experience in obtaining and modifying water discharge and air emission permits. When requested, LBG manages logistics for the entire permit compliance process, including communications, scheduling, and implementing the required sampling and reporting protocols. LBG is committed to serving our clients efficiently, without disruption to operations, and in accordance with applicable operations integrity management systems

In addition to obtaining environmental clearances, LBG routinely assists clients in conducting pre-characterization assessments, preparing SWPPPs, and other activities typically completed during the planning and development stages of new construction or an expansion. Pre-characterization of the subsurface is often included during the planning stages so that informed decisions can be made with respect to design needs, worker exposure concerns, health and safety protocols, and waste management. Pre-assessment allows for more cost-effective solutions to be implemented before construction so that costly delays due to environmental unknowns can be avoided.



## PRE-CONSTRUCTION PERMITTING & NATURAL RESOURCE CLEARANCES

### Key Elements

- Pre-Construction Characterization of Contaminated Soil and Groundwater
- Conduct Data Screening to Assess Potential Impact on Health and Safety
- Threatened and Endangered Species Survey
- Migratory Bird & Bald Eagle Survey
- Rare Plant Survey
- Native Prairie Survey
- Wildlife Habitat Survey
- Cultural & Historic Sites Survey
- Permitting

A critical component of a new construction project includes the identification and analysis of environmental risks. LBG is a multi-disciplinary environmental consulting company dedicated to serving the environmental compliance and permitting needs of industry. We are available to help you maneuver through the regulatory maze of environmental obligations to keep your projects in local, state and federal compliance.

A clear understanding of the environmental requirements at the beginning of a project will greatly reduce the risk of potential non-compliance issues and costly project delays. LBG can support local, state, and federal compliance as summarized below:

- Field surveys for Federal Energy Regulatory Commission and NEPA Environmental Assessments
- Surveys for threatened and endangered species such as bats, rare insects and plants, native prairie
- Migratory bird surveys per the Migratory Bird Treaty Act
- Bald eagle nest and use surveys per the Bald and Golden Eagle Protection Act
- Reviews, field surveys, and permitting for impacts to cultural and historic resources per the National Historic Preservation Act



# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

## WETLAND SERVICES AND ECOLOGICAL RESTORATION



### Key Elements

- Wetland Boundary Delineation
- Jurisdictional Waters Determination
- Wetland Disturbance Permitting
- Mitigation Design, Maintenance, and Monitoring
- Mitigation Banking
- Wetland Construction and Restoration
- Functional Wetland Assessments
- Temporary and permanent stream/waterway permitting
- Submeter GPS Mapping

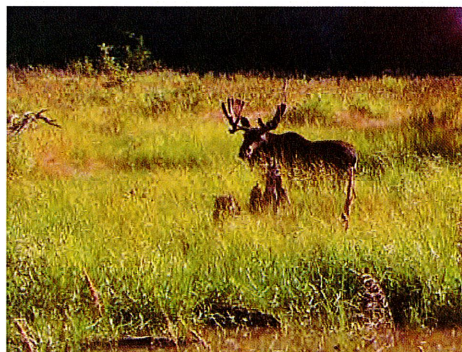
LBG provides a comprehensive package of wetland services that meet the challenges of our diverse client base. LBG has completed hundreds of wetland projects throughout the Midwest, including the states of Minnesota, North Dakota, South Dakota, Montana, Missouri, and Wisconsin. Our staff are U.S. Army Corps of Engineers trained and certified through state wetland delineator certification programs. LBG has extensive experience assisting clients in obtaining regulatory approvals for wetland disturbance and mitigation projects, including local, state, and federal permitting. LBG strictly follows the Wetland Delineator Code of Ethics to maintain a high standard of skills, practices, and integrity.

LBG provides the client with a clear understanding of wetland regulatory compliance to reduce the risk of potential enforcement action and eliminate costly delays in project schedules. Early and consistent communication with regulating agencies coordinated with field surveys is critical to the client's interests when moving forward with construction and maintenance activities.

LBG's wetland services team specializes in large and complex projects for the utility, transportation, energy, and mining industries. Our staff have completed hundreds of miles of linear corridor projects for electrical transmission lines, pipeline corridors, railroad grades, and highways, and have completed thousands of acres of delineations for wind farms and aggregate mines.

LBG provides a comprehensive package of ecological restoration services that meet the challenges of our diverse client base. LBG staff have received Ecological Restoration certificates (120-hour certificate program) through the Ecological Restoration Training Cooperative developed in partnership with the Minnesota Department of Natural Resources (MNDNR), Minnesota Department of Transportation (MNDOT), Minnesota Board of Water and Soil Resources, and the University of Minnesota.

LBG staff have the skills necessary to undertake the most common kinds of Midwestern restorations including re-vegetation of prairies, wetlands, lakeshores, forests and savannas. Ecological restoration services include; restoration planning and site assessment; designing, installing and managing a native species planting project; designing and implementing an efficient and effective monitoring program; and vegetation management by re-establishing natural disturbances and controlling invasive species.



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## DUE DILIGENCE AND ENVIRONMENTAL LIABILITY MANAGEMENT

### Key Elements

- Property due diligence for acquisitions
- Remediation cost estimate for acquisition
- Environmental liability reserve estimation
- Environmental insurance acquisition assistance
- Risk assessment

LBG has conducted environmental due diligence investigations on hundreds of industrial, commercial, and vacant properties across the U.S. We are consistently successful in identifying environmental liabilities that have potential to adversely affect the value of properties being considered for sale or acquisition. LBG due diligence services include the following:

- ASTM Phase I Site Assessments
- Risk Assessments
- Regulatory review at governing agencies
- Publically available information review (e.g., water supply wells)
- Photo-document property conditions
- ASTM-compliant reports and representations for management and investors that can include cost assessment of identified environmental liabilities and risks.
- Assist with property acquisition negotiations
- Supporting ASTM-compliant Phase I subsurface investigation and documentation activities



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Professional Groundwater & Environmental Engineering Services

## CONSTRUCTION MANAGEMENT



### Key Elements

- Pre-Construction Characterization of Contaminated Soil
- Bid Process Management
- Project Management
- Subcontractor Management
- Permitting
- Contract Administration
- Value Engineering
- Construction Meetings and Oversight
- Management of Change Process
- Contaminated Soil and Waste Disposal

LBG understands the construction projects of various scales. As a project team member LBG offers Construction Management services that can add value to any size project. LBG has relevant and applicable industry experience supporting large construction projects and can assist with managing your projects in capacities ranging from supporting specific aspects of a large project to being your single point of contact for the entire project. LBG acts as an agent, with responsibilities exclusive to the client's interests, at every stage of the project. We offer construction management services, both from the office and at the project site, mind full of any potential conflicting interests on matters such as:

- Project schedule management to avoid costly delays
- Cost management
- Bid process management and contract administration
- Procurement and subcontractor management
- Avoidance and/or management of changes and disputes
- Construction quality control
- Safety oversight and management

Our clients prefer to use LBG because we know how to implement construction activities in many environments. We understand how system integrity plans impact construction projects and how to manage issues associated with encountering impacted soil and groundwater identified prior to or during construction,

LBG also provides remediation and storm water management engineering services to reduce costs and enhance project design while maintaining functionality.



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# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

## WHAT SETS LBG APART

While LBG is best known across industry for providing professional groundwater and environmental expertise, we offer integrated services that can support many types of projects from start to finish. Although LBG can provide many services in-house, we have a strong history of working side-by-side with other consulting and engineering firms to make sure the client interests are best served.

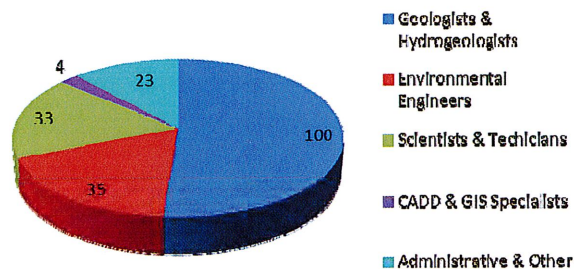
## PERSONNEL

The success of LBG can be attributed largely to the academic and professional qualifications of our staff. This concentration of technical talents is the foundation of our ability to provide a wide range of high quality consulting and engineering services. The diversity of our staff has given LBG a solid foundation for the expansion of its services from a singular focus on groundwater consulting through the early-1950s to the multi-disciplinary services that we provide our clients today.

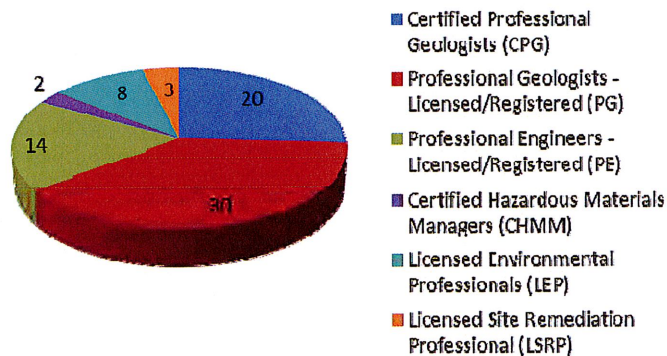
### What sets a professional services firm apart from its competition?

- Experience
- Technical skills
- Cost-effective performance
- Top quality service

44% of LBG's employees are Licensed, Registered and/or Certified Professionals



Many of LBG's staff hold and/or are pursuing advanced scientific or engineering degrees. In addition, professional staff members routinely attend or present at conferences, seminars, or workshops for continuing professional education each year. We keep our staff members on the edge of the state-of-the-art so that we may better serve our clients.



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# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

## COMMITMENT TO QUALITY AND EXCELLENCE

Quality results are founded upon project planning, the use of experienced and trained staff, using established procedures where applicable, supervision by qualified managers, and review by senior professionals. All of our projects are under the direction of a Principal of the Firm, who monitors progress as well as reviews technical interpretations, conclusions and reports. Project Managers are either senior scientist or engineers with management and technical expertise and the appropriate technical credentials for the task. Project Managers are responsible for supervising the day-to-day activities of the project staff, assignment of duties, and coordination and contact with the client. He or she is responsible for complying with any regulatory requirements that are associated with each project and for coordination with any necessary subcontractor. The oversight of permit application preparation and regulatory communications, and keeping the project within the time and budget constraints, are also the responsibilities of the Project Manager.

Experienced personnel are selected to complete field activities and all new staff members are trained on proper field and office protocol to develop accurate environmental data. Field work is conducted according to written standard operating procedures and, if appropriate, the project work plan, which describes the steps necessary to conduct work efficiently and properly. The field personnel work closely with the Project Manager to ensure that all field-related tasks follow the approved approach and meet the project goals.

All projects include proper documentation to assure correct data interpretation and establish the credibility of the work. Written documents (e.g., letters, memoranda, work plans, and reports) are reviewed by the Principal-in-Charge to ensure accurate representation of the information. Documents are evaluated to ensure that they meet the stated objectives, the field work was sufficient to gather appropriate data, the testing results are presented in a clear and logical fashion, and the data support the findings and conclusions presented in the report.

## COMMITMENT TO HEALTH AND SAFETY

The foundation of LBG's Health and Safety program is our commitment to the safety of our employees. This commitment is reflected in our daily work activities, which incorporate regulatory requirements, as well as industry-wide best practices. Our OSHA Incident Rating (IR) is 0.56, which is well below the industry standard (typically  $\leq 5$  for a 3-yr. average). In addition, our Experience Modification Rate (EMR) is 0.89, which is also below the common standard of 1.0. LBG subscribes to ISNetworld for our data- base management system.

## ENR RANKINGS

Each year, Engineering News-Record (ENR) ranks both the top 200 national and international engineering design firms based on the previous year's revenues. LBG has ranked in ENR's top 200 for the past eight consecutive years.

Ranked in  
"ENR Top 200"  
Environmental Firms

2006, 2007,  
2008, 2009, 2010,  
2011, 2012 & 2013

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# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

## MARKETS SERVED

LBG provides professional services to our clients in the following markets:

- Energy / Natural Resources
- Industrial / Manufacturing
- Water Utilities
- Municipal / Government
- Financial
- Insurance
- Commercial
- Real Estate Developers
- Attorneys

## LBG SERVICES

- Environmental Investigations
- Environmental Construction Permitting
- Groundwater Resources
- Remediation
- Property Transaction Services
- Compliance Services
- Risk Management
- Risk Transfer
- Human Health / Ecological Risk Assessment
- Dewatering and Depressurization
- Solid and Hazardous Waste Services
- Groundwater / Surface Water Modeling
- Litigation Support and Second Opinion
- Sustainable Solutions
- Wetland Delineation/Mitigation/Permitting
- Natural Resource Surveys
- Ecological Restorations
- Spill response

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# LEGGETTE, BRASHEARS & GRAHAM, INC.

Professional Groundwater & Environmental Engineering Services

## OUR HISTORY

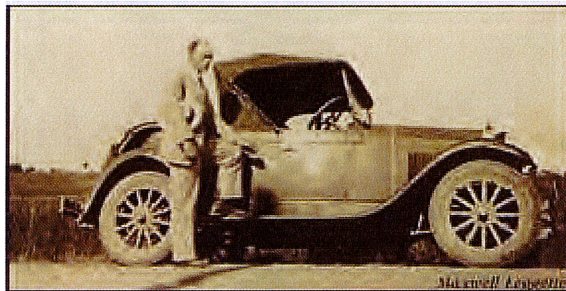
### Core Values

- Responsiveness
- Accuracy
- Thoroughness
- Exemplary Project Performance
- Health and Safety

Founded in 1944 by a member of the Ground Water Branch of the United States Geological Survey (USGS), LBG is the nation's first consulting firm to specialize in hydrogeology. Max Leggette established his pioneer consulting firm in New York City after serving as an Army water-supply officer during World War II. He was joined in the 1950s by M.L. (Brash) Brashears and Jack Graham, also veterans of the USGS. LBG's early consulting services focused on groundwater development for public supply and industrial growth, as well as mine dewatering projects. By the mid-1950s, the Firm had taken on its first contamination projects.

For 70 years, LBG has worked closely with public water suppliers and authorities, private industrial and commercial companies, and governmental agencies to locate and develop groundwater, to investigate and remediate soil and groundwater problems, and to address a wide range of water-related issues. LBG completed our first contamination investigation project in 1953 and our first remediation project was initiated in 1956.

The Firm has grown steadily, with offices throughout the country, and is now led by second and third generation management.



Max Leggette, LBG founder

# TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

## General Provisions of Engineer-Architect Agreement

### ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

### ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

### ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

### ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

### ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

### ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

### ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

#### ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

#### ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

#### ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

#### ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

#### ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

#### ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

#### ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

#### ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

#### ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

#### ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.