

Soil Investigation and Design, Inc.

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Brooklyn Park, MN 55444
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pbrandt@soilinvestigations.us

Greater Minnesota
Melrose, MN 56352
320-260-8874

January 23, 2015

Mr. Ryan Stempski PE
Focus Engineering

Lake Elmo, MN 55042
Office: 651.300.4267
ryan.stempski@focusengineeringinc.com

Re: Lake Jane 201 Continuing Investigation

Dear Mr. Stempski,

Thank you for the opportunity to estimate costs for your project. This proposal is for completing an investigation for the existing SSTS located on Parcel ID No. 1002921240030 (Tri-Lakes Remote D - 201 Wastewater System).

We would suggest the following for investigating the existing SSTS

- (1) Review the distribution boxes with Washington County and City Staff to determine the characteristics of distribution. (Distribution boxes to be exposed by Lake Elmo Public Works for review.)
- (2) Review an excavation pit six feet deep along the south side of the drainfield to determine soil layering and other soil characteristics. (Excavation pit to be dug by Lake Elmo Public Works.)
- (3) We would also suggest that we conduct two soil borings to three feet below the bottom of the existing trench (approximately 8 feet deep). Then place two piezometers in the borings. The piezometers shall be placed in the middle of the system along the 940 contour on the north and south end of the drainfield, a minimum of two feet from the influence of the drainfield. The piezometers would be constructed using monitoring well materials and construction methods to protect groundwater. We would recommend placing data loggers in the piezometers to track groundwater movement.

We would recommend collecting the data on a quarterly basis and providing a short report on the current conditions.

We will prepare a letter reports documenting the results, recommendations and conclusions for both piezometer and the trenching investigation.

The costs for the various tasks include travel, tools and materials. The services will be provided at a not to exceed amount of \$3,600.00. We expect to have the City public works department expose the distribution boxes and complete the pit excavation referenced above, we will provide the seed and erosion control blankets. No work shall be completed beyond the estimate without prior City approval. At the client's option the client may extend the scope of work. We try to bring our projects in under our estimated costs.

Proposed Schedule:

Week of March 2nd to the 6th meet with Washington County and City Staff for Task 1.

Week of March 9th to the 13th complete soil trench, soil observation and piezometer placement.

At the same time install data loggers, piezometers are to be installed prior to snowmelt.

Week of March 16th to the 20th complete trench and piezometer placement report

Week of July 20th to 25th collect data and produce interim report on water levels in the piezometers.

Thank you for this opportunity if you have any questions or need for our services please feel free to contact me at 651-260-3783 and/or pbrandt@soilinvestigations.us

Sincerely,

A handwritten signature in cursive script that reads "Paul Brandt PSS".

Paul Brandt PSS Principal
Scientist Soil Investigation & Design, Inc.

Terms of the Agreement

I. Services

Soil Investigation & Design, Inc., (Consultant), shall perform or subcontract for scientific, engineering and consulting services at the Project Site or Consultant's office(s), according to the provisions of this Agreement and such other proposals, quotations, purchase orders, scopes of work and other addenda which the parties may from time to time incorporate into the agreement. Consultant shall not perform services in excess and beyond the scope of this Agreement unless CLIENT (shall mean person or organization signing authorization) shall specifically direct such services verbally or in writing.

II. Compensation

CLIENT agrees to pay Consultant for services performed in accordance with the Hourly Rate Schedule provided in the proposal; quotation, purchase order or other addenda that in the future may be attached to this Agreement, or as the parties shall agree from time to time. A statement of estimated cost for services is not a firm figure unless stated as such. If there is no other agreement, CLIENT shall pay for services according to Consultant's most current hourly rate schedule. Cost estimates are based upon the best judgment of the requirements known at the time of the proposal and may be influenced by CLIENT needs and changes. Consultant will perform its services within the estimated costs to the extent practicable and will notify the CLIENT in advance of material variances that will increase the cost of the scope of work.

Client understands and agrees to make payment in full to the contract in accordance with this agreement. Client may be entitled to reimbursement through other sources. Delay in the project or in the reimbursement process will not excuse CLIENT from payment in accordance with the terms of this agreement, unless otherwise agreed to in writing by the Consultant.

All services are to be provided per the following HOURLY RATE SCHEDULE within the scope of this agreement.

HOURLY RATE SCHEDULE

Principal Soil Scientist	\$145 per hour
Project Manager	\$100 per hour
Technician	\$84 per hour

The above hourly rate schedule prices are subject to change with a one month notice if the project extends over a one year period.

III. Invoices and Payments

A statement will be sent monthly for the portion of the services completed to the date of the statement. Full payment is required by the 15th of the month unless prior written arrangements have been made. Failure to timely pay the balance in full by the end of the month shall result in a finance charge of 1.5% per month or an annual interest percentage of approximately 18% applied against the remaining balance. If client does not timely pay account, client agrees to pay consultant for any and all court costs, legal expenses and attorney fees incurred for collection whether or not

a lawsuit has been filed.

By executing this agreement, the Client hereby agrees to the terms of payment; and if payment is not made on a timely basis, Client agrees to pay all costs of collection. Consultant may, after giving written notice, suspend services without liability until Client has paid in full all amounts due for services rendered and expenses incurred, including interest on past due amounts. In the event Client fails to pay Consultant within sixty (60) days following the invoice date, Consultant may consider the default a total breach of the Agreement, and may, at its option, terminate all of its duties without liability to Client or others. Consultant's suspension or termination of services due to Client's failure to pay in a timely manner, shall not waive Consultant's right to pursue collection of amount owed.

You are notified that:

The Consultant and any person or company supplying labor or materials for any improvement to the Client's property may file a lien against the Client's property if that person or company is not paid for their contributions.

Under Minnesota law, the client has the right to pay persons and/or sub-consultants who supplied labor or materials for improvement(s) directly and deduct this amount from the Consultants contract price.

IV. Tax and Fees on Services

Client agrees to pay the amount of any tax, licenses or other fee (local, state or federal) specific to this agreement that may be imposed on the provision of services under this Agreement.

V. Access

Client (under its rights and privileges with respect to the project site) grants to Consultant and its sub-Consultants/contractors the authority and permissions to enter the Project Site where services are to be preformed.

VI. Consultant Responsibilities

Consultant represents that it is licensed and authorized to work in the State of Minnesota.

The performance of services under this Agreement shall meet current scientific and engineering standard in effect in the industry at the time the service are preformed. Services shall be carried out with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in the same locality.

Consultant provides no other representation to CLIENT, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

VII. Client Responsibility

1. Consultant and Client affirm that the Client's knowledge of the site is limited in nature. Client agrees to provide Consultant with all of its known information regarding the existing and

proposed condition of the Project Site. Client will provide Consultant with any new information as such information becomes available. Client warrants the completeness and accuracy of the information supplied to Consultant and acknowledges that Consultant is relying upon such information in the performance of services under this Agreement.

2. Client shall notify Consultant of any known potential or possible health or safety hazards or conditions existing on or near that Project Site prior to the commencement of services under this Agreement that the Client is aware of.

3. Client shall correctly show on plans or surveys furnished to the Consultant, the location of all subsurface structures, such as pipes, tanks, cables and utilities. Client agrees to indemnify and hold harmless Consultant, its officers, directors, agents, employees and sub-Consultants from and against all claims, damages, losses and related expenses involving subsurface structures that the Client is aware of.

4. Client shall be fully responsible for the cooperation and safety of its employees and/or agents during the provision of services under this Agreement.

5. Client is fully responsible for the reporting of any environmental matters to the proper federal, state and local regulatory authorities as may be required by law. The Client recognizes that the Consultant may also be required by law and/or regulation to report known environmental conditions to regulators. The Client authorizes the Consultant to act as its reporting agent.

6. Client recognized that environmental, geological, hydrogeologic and geotechnical conditions at the Project Site may vary from those encountered during the provision of services under this Agreement. The accuracy of services relating to specific test (e.g., a specific soil boring) may not represent conditions a short distance away. Client acknowledges that the use of tests, calculations, analyses, methods and procedures are in a constant state of refinement by regulatory agencies and advancements in the field.

Further, the provision of services relating to development and potential site uses is subject to changing and evolving standards. Client recognized that projects involving development may not occur or develop as anticipated and/or may be subject to government regulations that require the achievement of results not contemplated by Client or which cannot be accomplished under current conditions.

7. Client recognizes and appoints Consultant as the Consultant for this project, to include but not be limited to; the items mentioned in the scope of work, items that may be added by mutual written consent, any testing, design, clean-up, and restoration of the site as needed. CLIENT recognizes that consultant may hire, manage, and dismiss as needed all sub-Consultants.

VIII. Samples

Consultant shall retain soil, rock, water and other samples from the Project Site for a period of thirty (30) days following the analysis. The samples will be discarded or returned to Client, at Consultant's discretion, unless Client request specific disposition at Client's cost and expense.

IX. Reports

Unless otherwise directed, Consultant will be provided two (2) copies of each report documenting the provisions of services herein to the Client. All notes, logs, field data, test, laboratory analyses, calculations and other documents, as instruments of service herein, shall remain the property of the

Consultant.

The Consultant agrees that the Client owns the project reports and has the use of the documents prepared by Consultant for this project on this site and is limited to the defined scope of services identified in this Agreement. Any other use or reuse shall be at Client's sole risk and Client agrees to indemnify, defend and hold harmless Consultant, its officers, directors, agents, employees and sub-Consultants for all claims, damages and expenses arising out of such other use. If Client does not pay for Consultants services, Client agrees that all report and other work will be returned to Consultant and will not be used by Client for any purpose whatsoever.

X. Confidentiality

The Consultant shall not release any information concerning services under the Agreement except with the express prior authorization of the other Client. However, when by rule or law Consultant is required to report instances or actions the Consultant shall release the required information to the appropriate regulatory agency. Consultant, upon the request of Client, shall execute reasonable and customary confidentiality agreement furnished by Client. Client agrees that Consultant may use and publish Client's name and a general description of services provided in describing Consultant's experience and qualifications to other clients or potential clients.

XI. Insurance

Consultant shall maintain:

1. Workers compensation and employee liability insurance coverage in accordance with statutory requirements.
2. Comprehensive general and automobile liability insurance coverage.

Consultant will furnish a certificate of insurance upon request. If Client requests increased or additional insurance coverage, Consultant will purchase such coverage, if obtainable, at the sole cost and expense of the Client.

XII. Limitation of Liability

It is understood and agreed that, in seeking consulting services under this agreement, the Client is requesting the Consultant to undertake for the Client's benefit, potentially uninsurable obligation. The Liability of Consultant, its agents and sub-Consultants, for claims of loss or damages in the performance of services under this Agreement, shall not exceed 100% of the compensation received by Consultant as its professional fee under this Agreement. In no event shall the parties hereto or their agents and representatives be liable for special, incidental, consequential or penal losses and/or damages, including but not limited to delay, loss of use, loss of profits, loss of opportunity, loss of product or revenue or cost of capital. The Client agrees to indemnify, defend and hold Consultant and its agents and representatives harmless from and against all claims, losses damages, costs and liabilities relating to this project under this Agreement.

XIII. Ownership of Documents

All design components, ideas, plans specifications, field data, notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain property of the Consultant. The Consultant agrees that the Client owns the project reports and has the use of the documents prepared by Consultant for this project on this site and is limited to the defined scope of services identified in this Agreement.

Client agrees that all reports and other work furnished to the Client or his agents that are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. We will retain pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the Client at reasonable times for a reasonable fee.

Remarks:

Our efforts will be directed at performing the work and accomplishing the objectives defined. The estimated cost and schedule are based on the Consultant's judgment of the requirements known at the time of the proposal. The successful completion within cost and schedule limits can be influenced favorably or adversely by changes in work scope and schedules as indicated by the Client's needs. The Consultant will notify the Client in advance if schedule costs are expected to exceed the estimate.

In such events, the Client may wish to 1) authorize additional funds to complete the work as originally defined, 2) re-define the scope of work in order to fit the remaining funds, or 3) request that work be stopped at a specific expenditure level.

MISCELLANEOUS PROVISIONS

This Agreement may be terminated by either party upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

Failure of the Client to make payment as provided herein shall be considered substantial non-performance and cause for termination. The Consultant shall be compensated in full for all

Services performed to and Expenses incurred as of the termination date together with any cost which are directly attributable to termination which are not otherwise paid. The drawings specifications and other documents may not be used for construction unless the account is paid in full. The Client shall be responsible for all expenses incurred for the collection of hourly and/or fixed fees including but not limited to attorney fees.

The Client shall pay Consultant on an hourly basis for all time spent on the Project up to the time of termination.

The terms and conditions of this Agreement may be amended only by written instrument signed by both parties Acceptance of this Agreement by separate instrument is limited to the terms contained in the instrument of acceptance, whether in the form of a purchase order, acknowledgment, acceptance or other document.

Authorization and Payment Terms

Authorization can be initiated by signing both copies of this proposal and returning one copy to Soil Investigation & Design, Inc. Payment will be in accordance with "Section 4: Fee Payment" as outlined on the attached "General Terms and Agreement." Thank you for this opportunity. will be happy to answer any questions you may have regarding this proposal.

Authorization for Soil Investigation & Design, Inc.:

Soil Investigation & Design, Inc.:
Authorized Signature
Name: Paul Brandt,



Date 7/10/14
Principal Scientist

AUTHORIZATION FOR THE CLIENT:

Client:

Authorized Signature

Date

Name: _____

This proposal is Valid for 30 days unless signed and return