



CONSULTANTS
• ENVIRONMENTAL
• GEOTECHNICAL
• MATERIALS
• FORENSICS

December 2, 2015

Mr. Justin Messner
WSB & Associates, Inc.
477 Temperance Street
St. Paul, MN 55101

Acknowledgment Service Authorization
AET Project No. 03-05941

Dear Mr. Messner:

The services of American Engineering Testing, Inc., (AET) have been requested by you on November 30, 2015 to perform environmental testing for the referenced project.

Understood information from the requesting party includes the following:

Project Name: Pleasant Park Soil Characterization
Project Address: Pleasant Park, Tonka Bay, Minnesota 55331

Service Extent/Communication: The purpose of the project is to environmentally characterize fill soils and other buried debris as part of a Limited Phase II Environmental Site Assessment at the above referenced Pleasant Park (the Site). AET understands that the Site was an old mining pit and sink holes are occurring on the site. AET will provide WSB & Associates, Inc. (the Client) with a map, table, and a brief summary of results after analytical sample results are received. AET's environmental services will be provided after the scope of services is authorized.

Understood Scope of Services may include the following:

- Coordinate Site access and scheduling with the Client and selected excavation contractor.
- Mobilize one AET environmental professional who is a Minnesota Department of Health (MDH) Certified Asbestos Inspector to the site to observe excavated soils and materials during the excavation of up to eight test pits.
- Collect soil samples from test pits and screen soil samples for organic vapor concentrations via the headspace method with a photoionization detector (PID) equipped with a 10.6-eV lamp.
- Describe the recovered soil samples from an environmental perspective by noting any obvious field indications (such as obvious odors, staining) of potential contaminant impacts and by noting the presence/type and visual approximation of any visible debris concentrations or suspect asbestos containing materials (ACM) in the soil.



- If indications of contamination are encountered in groundwater within a test pit, a groundwater sample will be collected in general accordance with MPCA guidance.
- Prepare and submit up to three soil samples, only if potential suspect contamination is observed, for laboratory analysis of the following environmental parameters:
 - Diesel range organics (DRO) using the silica-gel treatment,
 - Gasoline range organics (GRO),
 - Semi volatile organic compounds (SVOCs)
 - Lead, and
 - Grain size analysis with Hydrometer.
- Collect up to three groundwater samples, only if potential suspect contamination is observed, for laboratory analysis of the following environmental parameters:
 - DRO,
 - GRO,
 - Volatile organic compounds (VOCs), and
 - Dissolved lead.
- Analysis of additional environmental parameters, such as PCBs, may be recommended based on field observations and are not included in this cost estimate.
- Collect and analyze one sample of suspect ACM for laboratory analysis of bulk asbestos content.
- AET will request a standard laboratory turnaround which is up to 10 business days.
- Provide a map of test pit locations, table of results, and brief cover letter summarizing the results along with test pit logs, methodologies used, and the analytical laboratory reports.

If additional AET services other than those specified are requested by the Client or if additional AET services are necessary for completion of the project, AET will not proceed with the additional scope of services without prior authorization.

Fees: Unit rate basis per AET 2015 fee schedule will be used for this project. We estimate our fees will be **\$3,800**. We will seek written authorization if additional fees become necessary.

TERMS AND CONDITIONS

Our services will be performed per Modified Service Agreement between AET and WSB & Associates, Inc.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

American Engineering Testing, Inc.



Nicole Bonde
Environmental Scientist
Phone: 651-789-4670
Email: nbonde@amengtest.com

Attachments: AET 2015 Environmental Fee Schedule
WSB/AET Modified Service Agreement

ACCEPTANCE:	
Client:	_____
Authorized Signature:	_____
Typed Name:	_____
Title:	_____
Date:	_____



American Engineering Testing, Inc. 2015 Environmental Fee Schedule

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Engineering/Technical Personnel Rates

A. Administrative Assistant	\$64/hr
B. Engineering/Environmental Technician I	70/hr
C. Draftsperson	78/hr
D. Engineering/Environmental Technician II	83/hr
E. Drill Technician/Geotechnical Lab Technician	93/hr
F. Technician Level II CWI/ICBO	95/hr
G. Senior Engineering/Environmental Technician III	99/hr
H. Engineering Assistant	109/hr
I. Engineer I, Geologist I, Scientist I	117/hr
J. Senior Engineering Assistant	122/hr
K. Engineer II, Geologist II, Scientist II,	134/hr
L. Senior Engineer, Geologist, Scientist	150/hr
M. Principal Engineer, Geologist, Scientist	179/hr
N. Principal of Firm	192/hr
O. Litigation Preparation	248/hr
P. Deposition or Court Time (4-hour minimum)	315/hr

The rates presented are portal to portal, with vehicle mileage, expenses and equipment rentals being additional. Reduced rates may be negotiated for long-term projects.

Overtime for personnel categories A-E charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Night time shift work will include a premium charge of \$30.00 per person per shift.

Vehicle Mileage (personnel time and rental extra)

A. Personal Automobile/Truck	\$.75/mi
B. ½ or ¾-ton Auxiliary Truck/Van	1.00/mi
C. Truck with Coring Equipment	1.10/mi
D. 1 or 2-ton Rig Auxiliary Truck	1.15/mi
E. Truck with Warning Sign/Crash Trailer	1.20/mi
F. 1-ton Truck with Drill Rig	1.20/mi
G. 1½ to 2½-ton Truck with Drill Rig	1.35/mi
H. 20-Ton CPT Truck Rig	1.60/mi
I. Tractor/Lowboy Trailer	1.80/mi

Site Exploration Equipment Rental/Services

A. Drill Rig Rental	
1. Rotary Drill on 4WD 1-ton Truck	\$70/hr
2. Rotary Drill on 2WD 1½ to 2½-ton Truck	80/hr
3. Rotary Drill on 4WD 1½ to 2½-ton Truck	82/hr
4. Rotary Drill on All-Terrain Vehicle	110/hr
5. Portable, Non-rotary Rig	80/hr
B. Rig Auxiliary/Specialty Vehicle Rental	
1. Trailer	8/hr
2. ¾-ton Truck	17.25/hr
3. 1-ton or 2-ton Truck	22.25/hr
4. Truck with Warning Sign/Crash Trailer	28/hr
5. Truck with Coring Equipment	44/hr
C. Cone (CPT) Rig/Equipment Rental	
1. 20-Ton CPT Rig, Truck or ATV	\$143/hr
2. Electronic Cone or Piezocone w/computer	41/hr

4. Soil Sampler	3.50/hr
5. Water Sampler	20/hr
D. Pavement Testing Equipment Rental	
1. Falling Weight Deflectometer, including Truck	138/hr
2. Light Weight Deflectometer	56/hr
E. Geotechnical Equipment Rental	
1. Field Vane Shear	320/day
2. Inclinator Reading Equipment	330/day
3. Pneumatic Transducer Reading Equipment (pore pressure, settlement or earth pressure)	170/day
4. Bore Hole Permeability	
a) Open End Casing Method	135/day
b) HQ Wireline Packer	330/day
5. Borehole Pressuremeter	69/hr
6. Iowa Borehole Shear Tester	335/day
7. Double Ring Infiltrometer	260/day
8. GPS Mapping System Equipment	15.25/hr
9. Pile Driving Analyzer (PDA)	740/day
10. Calibrated SPT Rod	200/day
11. Field Electrical Resistivity Equipment (Wenner 4-Pin)	235/day
12. Field Seismic Refraction Equipment (ReMi)	410/day
F. Geotechnical Software Rental	
1. Finite Element (seepage or soil deformation)	55/hr
2. CAPWAP	30/hr
3. Wave Equation (WEAP)	15/hr
4. LPILE or Group	15/hr
5. Slope Stability (ReSSA)	15/hr
6. Stabilized Earth Slopes and Walls	15/hr
7. Settlement (FoSSA)	15/hr
8. SHAFT	15/hr
G. Bit Wear	
1. Diamond Bit - Sedimentary Rock	
a) B, NQ	10/ft
b) HQ	12/ft
2. Diamond Bit - Metamorphic and Igneous	
a) B, NQ	17/ft
b) HQ	20/ft

Water and Wastewater Monitoring Equipment Rental

A. ISCO Autosampler	\$55/day
B. Refrigerated ISCO Autosampler	100/day
C. Liquid Level Recorder	50/day
D. Flow Meter	85/day
E. Confined Entry Equipment	140/day
F. Weir Materials	40/day
G. Recording pH Meter	45/day
H. Kemmerer Type Sampler	45/day
I. Chlorine Residual Meter	45/day
J. DR2000 Spectrophotometer	85/day
K. Ice Auger	50/day



American Engineering Testing, Inc. 2015 Environmental Fee Schedule

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Groundwater Monitoring Equipment Rental

A. Dissolved Oxygen Meter	\$50/day
B. pH Meter	25/day
C. Conductivity Meter	25/day
D. Redox Potential Meter	25/day
E. Bailers-Polypropylene	15/ea
F. Bailers-Teflon	30/ea
G. Groundwater Modeling Software	25/hr
H. Water Level Probe	50/day
I. Oil-Water Interface Sensor	90/day
J. Well Rate of Recovery Equipment	150/day
K. 2" Pump Assembly	110/day
L. Peristaltic Assembly	60/day
M. YSI Multi-Parameter Meter	120/day
N. Turbidity Meter	25/day
O. Groundwater Filter – Nalgene	10/ea
P. HydroPunch	250/day

Soil Sampling and Support Equipment Rental

A. Direct Push Sampling System (Geoprobe 7)	\$95/hr
B. XRF Analyzer	550/day
C. Soil Auger Assembly	50/day
D. Power Auger	65/day
E. Hammer Drill, small	25/day
F. Site Trailer	85/day
G. Level A, B, or C Protective Gear	quoted per job
H. Vacuum Blower	quoted per job
I. Coliwassa Sampler	15/ea
J. Steam Cleaning Service (includes rental)	
1. Drill Rig/Tools	315/clean
2. Down Hole Drill Tools Only	210/clean
K. Steam Cleaner	140/day
L. Portable Generator (220 volt)	25/day
M. Magnetic Locator	25/day

Air Monitoring Equipment Rental

A. Photoionization Detector	\$115/day
B. Flame Ionization Detector	quoted per job
C. LEL Meter	100/day
D. Landtec Methane Meter	175/day
E. Gas Meter (LEL, O ₂ , H ₂ S, CO)	115/day
F. Methane Meter	100/day
G. Air Velocity Meter	100/day
H. Air Flow Measurement Instrumentation	100/day
I. EPA Method 25 Analyzer	375/day
J. Impinger/Meter Console Assembly	250/day
K. EPA Method 3A Analyzers	325/day
L. EPA Method 5/17 Sampling Train	425/day
M. EPA Method 201A Sampling Train	425/day
N. EPA Method 23 Sampling Train	550/day
O. EPA Method 26A Sampling Train	325/day
P. EPA Method 29 Sampling Train	550/day
Q. Vacuum Sampler Assembly	100/day
R. Heated Sample Line Assembly	150/day

S. Orsat Analyzer	100/day
T. 40L Tedlar Bag	35/ea
U. Three-Dimensional Pitot Tube Assembly	200/day
V. EPA Method 6C Analyzer	325/day
W. EPA Method 7E Analyzer	325/day
X. EPA Method 10 Analyzer	325/day
Y. Sample Gas Conditioner	100/day
Z. Extractive FTIR Analyzer	3000/week
AA. Gas Chromatograph	quoted per job

Expenses

Direct Project Expenses:
 includes out-of-town per diem; plowing and towing; special equipment, materials and supplies; special travel, transportation and freight; subcontracted services, and miscellaneous costs
 Cost + 15%

Equipment Replacement –
 (when abandonment is more feasible than recovery) Cost

Equipment Recovery –
 (when required by regulatory agencies or project specifications) Cost + 15%

Clerical/Drafting Services and Rentals

A. Report Reproduction	
1. Minimum (copying additional)	50/report
2. Copying	.35/sheet
B. Computer and Software Rental (personnel time extra)	
1. AutoCAD or Microstation	25/hr
2. CADD Plotting	1.00/sq.ft.
3. Air Dispersion Modeling	25/hr
4. Ground Water Modeling	25/hr
C. Digital Camera/Photographs	
1. Camera Rental	25/day
2. Color Photographs	1.50/page
D. Direct Project Expenses	Cost + 15%

A minimum charge of \$100.00 per job may be assessed to cover administrative costs.

SECTION 1 - RESPONSIBILITIES

1.1 - The party to whom the proposal/contract is addressed is considered the Client of American Engineering Testing, Inc. (AET). The terms and conditions stated are binding, upon acceptance, on the Client, its successors, assignees, joint ventures and third-party beneficiaries. **Oral proposal acceptance or authorizing purchase orders from the Client are considered formal acceptance of AET's terms and conditions.**

1.2 - Prior to AET performing work, Client will provide AET with all information that may affect the cost, progress, safety and performance of the work. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET's work. If new information becomes available during AET's work, Client will provide such information to AET in a timely manner. Failure of client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - Work by AET will not relieve other persons of their responsibility to perform work according to the contract documents or specifications, and AET will not be held responsible for work or omissions by Client and other persons. AET does not perform construction management, general contracting or surveying services and our presence on site does not constitute any assumption of those responsibilities. AET will not be responsible for directing or supervising the work of others, unless specifically authorized and agreed to in writing.

1.4 - Work by AET often includes sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risk, and acknowledges that opinions developed by AET, based on the samples, are qualified to that extent.

1.5 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 - It is understood by Client that in the normal course of the work, some damage to the site or materials may occur. AET will take reasonable precautions to minimize such damage.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of AET's work, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the work site. The Client or other persons shall be responsible for the safety of all other persons at the site.

SECTION 4 - SAMPLES

4.1 - Client is responsible for informing AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by, or submitted to, AET remain the property of the Client during and after the work. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for 30 days and then discarded unless, within 30 days' of the report date, the Client provides a written request that AET store or ship the samples, at the Client's expense.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a period of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints. No other warranty is implied or intended.

SECTION 7 - INSURANCE

AET carries Worker's Compensation, Comprehensive General Liability, Automobile Liability and Professional Liability insurance. AET will furnish certificates of insurance to Client upon request.

SECTION 8 - DELAYS

If AET work delays are caused by Client, work of others, strikes, natural causes, weather (“unusual for location”), or other items beyond AET’s control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9 - PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due on receipt. Client will inform AET of invoice questions or disagreements within 15 days of invoice date; unless so informed, invoices are deemed correct.

9.2 - Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month, or the maximum allowed by law, whichever is less, beginning 30 days after invoice date.

9.3 - If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, AET may, at its sole option, terminate all duties to the Client or other persons, without liability.

9.4 - Client will pay all AET collection expenses and attorney fees relating to past due fees which the Client owes under this agreement.

SECTION 10 - MEDIATION

10.1 - Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

10.2 - Unless Client and AET mutually agree otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator’s fee and any filing fees equitably. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 11 - LITIGATION REIMBURSEMENT

Omitted.

SECTION 12 - MUTUAL INDEMNIFICATION

12.1 - AET agrees to hold harmless and indemnify Client from and against liability arising out of AET’s negligent performance of the work, subject to Section 13 and any other limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

12.2 - Client agrees to hold harmless and indemnify AET from and against liability arising out of Client’s negligent performance of the work, subject to any limitations, other indemnifications or other provisions Client and AET have agreed to in writing.

SECTION 13 - LIMITATION OF LIABILITY

Client agrees to limit AET’s liability to Client arising from negligent acts, errors or omissions, such that **the total liability of AET shall not exceed insurance limits of \$2 million for each occurrence and \$4 million aggregate.**

SECTION 14 - TERMINATION

After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay for all work performed, including demobilization and reporting costs to complete the file.

SECTION 15 - SEVERABILITY

Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 16 - GOVERNING LAW

This Agreement shall be construed, and the rights of the parties shall be determined, in accordance with the Laws of the State of Minnesota.

SECTION 17 - ENTIRE AGREEMENT

This agreement, including attached appendices, is the entire agreement between AET and Client. This agreement nullifies any previous written or oral agreements, including purchase/work orders. Any modifications to this agreement must be in writing.