



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING-SPECIAL MEETING AGENDA

**Friday, June 09, 2023
9:00 AM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Friday, June 9, 2023 at 9:00 A.M.

CALL TO ORDER

CALL OF ROLL

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the minutes from the May 31, 2023 Special Meeting.

BUSINESS

2. Consider approval of two proposals for professional services submitted by Braun Intertec
3. Consider approval of two proposals for professional services submitted by SEH.

UPDATES

ADJOURN

MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING-SPECIAL MEETING MINUTES

**Wednesday, May 31, 2023
4:00 PM**

NOTICE IS HEREBY GIVEN, that a special meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Wednesday, May 31, 2023 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of the April 27th, 2023 regular meeting minutes.

Motion by Commissioner Connelly, second by Commissioner Hodnik to approve the minutes from the April 27, 2023 regular meeting. The following voted in favor thereof: Hodnik, Connelly, Blake, Korte. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$14,496.34

Motion by Commissioner Hodnik, second by Commissioner Connelly to approve the claims in the amount of \$14,496.34. The following voted in favor thereof: Korte, Blake, Connelly, Hodnik. Opposed: None, passed unanimously.

BUSINESS

3. Presentation of the Draft Downtown Plan – Stephanie Falkers, SRF Consulting Group and Janna King, Economic Development Services.

Commissioner Sutherland joined the meeting at 4:04 P.M.

Stephanie Falkers, SRF Consulting Group and Janna King, Economic Development Services provided a power point presentation of the completed Draft Downtown Plan.

4. Consider approval of a Downtown Entertainment Loan Agreement with Northern Community Radio and authorize payment of the Loan amount to the Borrower.

Motion by Commissioner Connelly, second by Commissioner Korte to approve a Downtown Entertainment Loan Agreement with Northern Community Radio and authorized payment in the amount of \$75,000. The following voted in favor thereof: Sutherland, Korte, Blake, Connelly, Hodnik. Opposed: None, passed unanimously.

UPDATES

ADJOURN

There being no further business the meeting adjourned at 4:52 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

DRAFT



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: June 8, 2023

STATEMENT OF ISSUE: Consider approval of two proposals for professional services submitted by Braun Intertec

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

Braun Intertec has submitted two proposals for site investigation/due diligence work at the 29th Street SE industrial site.

The first proposal is for a Phase 1 Environmental Site Assessment, which Braun proposed to provide to GREDA for a lump sum cost of \$2,700.

The second proposal is for geotechnical evaluation involving soil borings, soil condition analysis and report for a not to exceed lump sum fee of \$45,959 plus an additional not to exceed cost for required tree removal for a not to exceed fee of \$10,000.

RECOMMENDATION:

REQUIRED ACTION: Pass a motion approving the two proposals for professional services submitted by Braun Intertec and authorize the Executive Director to execute the required documents.

June 1, 2023

Proposal QTB178136

Grand Rapids Economic Development Authority
C/O Mr. Robert Mattei
420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposal to Conduct a Phase I Environmental Site Assessment
Residential and Wooded Property
2804 Airport Road
PIDs: 91-033-1406, 91-033-1410, 91-033-4120, and 91-033-4130
Grand Rapids, MN 55744

Dear Mr. Mattei:

Braun Intertec Corporation is pleased to present this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the referenced site (Site). The objective of a Phase I ESA is to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) criteria and requirements. The Phase I ESA will be conducted in general conformance with the scope and limitations of ASTM International Practice E1527-21 (ASTM Practice E1527-21) and 40 CFR Part 312.

Scope of Services

Site History Review

The Phase I ESA will summarize reasonably ascertainable information pertaining to former and current land-use activities at the Site. Our summary will include a review of aerial photographs, fire insurance atlases, city directories, property tax files, building records, topographic maps, and/or other historical documents to satisfy the historical-use requirements of the ASTM Practice E1527-21 and 40 CFR Part 312.

Regulatory Information Review

We will request that a national regulatory information vendor, such as Environmental Data Resources, Inc., conduct a limited file evaluation of the Site. If readily available and practically reviewable, the file evaluation will include, at a minimum, a review of the databases within the corresponding approximate minimum search distance that are indicated in the ASTM Practice E1527-21 and 40 CFR Part 312.

We will review and summarize this information, and comment on known and potential environmental hazards that may impact the Site. The scope of work does not include a detailed review of file information of identified facilities listed on the regulatory databases. However, if in our opinion a file review is warranted to evaluate the existence of a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition, we will contact you to discuss expanding the assessment to include a file review and the associated costs.

Site Reconnaissance and Interviews

The Phase I ESA will include a reconnaissance of the Site and observations of adjoining properties. During the reconnaissance we will note, if observed, the type of vegetation, exposed soils, open excavations or depressions, and Site topography. Visible indications of underground and aboveground storage tanks, dumping, spills of petroleum and chemicals, and other obvious potential sources of contamination will be noted. In addition, we will conduct interviews with Site representatives and governmental officials regarding past and current land-use activities.

Results and Reporting

A draft Phase I ESA report will be sent to you for review and comment. The Phase I ESA report will remain in draft status until we are notified by you to proceed with issuance of the final Phase I ESA report.

If we encounter indications of existing or potential sources of contamination during our assessment, we will notify you to discuss how the assessment may proceed. You may wish to discontinue the Phase I ESA or you may consider expanding the assessment to further evaluate the contamination sources that are identified. If contamination at the Site is confirmed, the property owner may be required to notify proper governmental authorities.

User-Provided Information

As part of Phase I ESA, the “User” should provide available information to Braun Intertec as the Environmental Professional to help identify the possibility of recognized environmental conditions in connection with the Site. A “User” is the party seeking to use ASTM Practice E1527-21 to complete an environmental site assessment and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, or a property manager.

The attached User questionnaire should be completed in its entirety by the User(s) and returned with the signed authorization. If multiple Users are requesting reliance on the Phase I ESA, please provide us with a questionnaire completed by each of the appropriate entities.

Assessment Limitations

Upon completion of the Phase I ESA, Braun Intertec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with “good commercial and customary practices” (as defined by ASTM Practice E1527-21) conducted in an effort to evaluate recognized environmental conditions at a site in this area.

The assessment will not include vapor encroachment screening as defined in ASTM Practice E2600-15, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-15 is not a requirement or component of AAI, and its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of AAI or ASTM E1527-21. However, vapors present or likely present from hazardous substances or petroleum products will be considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-15 standard will not be conducted as part of this proposal, the potential for impacts to the property from vapor migration that is a result of a release of

hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-21.

Cost

The lump-sum cost for the tasks described in this proposal is as follows.

Service Description	Lump Sum Cost
Phase I Environmental Site Assessment	\$2,700

This includes one hour of post deliverable consulting time for revisions to the draft report and/or communication with you and/or the project team. Additional requests for meetings, consulting, or modifications to the report will be billed at a rate of \$150/hr.

Schedule

We anticipate the draft Phase I ESA report will be completed within three weeks from the date of your written authorization. The Phase I ESA report will remain in draft status until we are notified by you to proceed with issuance of the final Phase I ESA report.

General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. It is being sent in an electronic version **only**. A hard copy of the proposal will be supplied upon request. ***Please return a signed copy of the proposal, the completed User Questionnaire, and the completed Client Information Request Form, in their entirety.***

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

We appreciate the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please call Aaron Volker at 320.253.9940.

Sincerely,

BRAUN INTERTEC CORPORATION



Aaron P. Volker
Project Scientist



Ted R. Hubbes, PG, CHMM
Group Manager – Senior Scientist

Attachments:

General Conditions – Phase I Assessments (1/1/18)
ASTM Practice E1527-21 User Questionnaire
Client Information Request Form

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

General Conditions

Phase I Environmental Site Assessments and Related Services

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings will be written and you may not rely on oral statements.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.5 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. They may not reflect current market conditions. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide access to the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You agree to provide us with information in your possession or control relating to contamination at the work site.

3.3 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.4 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the

conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts

or omissions of persons for whom you are responsible.

Item 2.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

ASTM Practice E1527-21 User Questionnaire

Site: Residential and Wooded Property
2804 Airport Road
PIDs: 91-033-1406, 91-033-1410, 91-033-4120, and 91-033-4130
Grand Rapids, MN 55744

Name: _____ **Date:** _____

Company: _____

In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendment”), the User must conduct the following inquiries. The User should provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that “all appropriate inquiries” is not complete.

(1) Environmental cleanup liens that are filed or recorded against the property.

The types of title reports that may disclose environmental liens include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose environmental liens. Did a search of *recorded land title records* (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the *property* under federal, tribal, state or local law?

(2) Activity and use limitations (AULs) that are in place on the property or that have been filed or recorded against the property.

The types of title reports that may disclose AULs include Preliminary Title Reports, Title Commitments, Condition of Title, and Title Abstracts. Chain-of-title reports will not normally disclose AULs. Did a search of *recorded land title records* (or judicial records where appropriate) identify any AULs, such as *engineering controls*, land use restrictions, or *institutional controls* that are in place at the *property* and/or have been filed or recorded against the *property* under federal, tribal, state or local law?

(3) Specialized knowledge or experience of the person seeking to qualify for the LLP.

Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

(4) Relationship of the purchase price to the fair market value of the property if it were not contaminated.

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

(5) Commonly known or reasonably ascertainable information about the property.

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example,

(a) Do you know the past uses of the *property*? If so, please explain.

(b) Do you know of specific chemicals that are present or once were present at the *property*? If so, please explain.

(c) Do you know of spills or other chemical releases that have taken place at the *property*? If so, please explain.

(d) Do you know of any environmental cleanups that have taken place at the *property*? If so, please explain.

(6) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.

Based on your knowledge and experience related to the *property*, are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*? If so, please explain.

Client Information Request Form for Phase I Environmental Site Assessments

Project/Site Name: _____

So that we may serve you better, please answer the following questions concerning the project Site. If a question does not apply to the Site, write "NA." If you do not know the answer, write "Unknown."
Please return the completed form along with one copy of the signed authorization letter.

Client Objectives

A. What is your interest in the Site? Check all that apply.

- ☐ Buying property
- ☐ Refinancing
- ☐ Selling property
- ☐ Development
- ☐ Redevelopment
- ☐ Other: _____

B. In addition to the User, are there any additional entities you would like included on the report for reliance purposes?

C. A final PDF of the report will be provided. If hard copies are needed, how many? _____

D. What is the desired completion date for this project?

Date: _____

E. Do you wish to receive a verbal report before the written report is received?

☐ Yes ☐ No

F. Is confidentiality requested?

☐ Yes ☐ No

If so, to whom is it limited? _____

Site-Specific Information

A. Where is the Site located?

Address: _____

Legal Description: _____

B. Who is the current property owner?

Name: _____
Phone: _____

C. Who will provide access to the property and/or who is the Site contact?

Name: _____
Phone: _____

D. Has any previous environmental work been performed on the Site? Check all that apply.

- ☐ No previous environmental work has been performed
☐ Unknown
☐ Geotechnical/Soil borings
☐ Phase I Environmental Site Assessment
☐ Phase II Environmental Site Assessment
☐ Soil Vapor/Sub-slab Soil Vapor Investigation
☐ Radon Investigation
☐ Asbestos/Lead-based Paint Inspections
☐ Hazardous Materials Testing
☐ Other: _____

If previous environmental work has been performed...

When was it performed? _____

By whom?

Name: _____

Phone: _____

What were the results?

Are copies of the report(s) available?

☐ Yes ☐ No ☐ Unknown

E. Is a current Site plan available? If yes, please provide.

☐ Yes ☐ No ☐ Unknown

F. How large is the property (total acreage)?

_____ acres

G. How is the property currently used? Check all that apply.

- | | |
|---------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Undeveloped | <input type="checkbox"/> Light industrial |
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Office Building |
| <input type="checkbox"/> Parking Lot | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Other: _____ |

H. What is the proposed use of the property?

I. Are there existing buildings on the property?

☐ Yes ☐ No ☐ Unknown

If yes:

How many buildings? _____

What year was each building originally built? _____

What year(s) was/were any subsequent addition(s) completed for each building?

What is the total square footage of each building and/or additions? _____

Are you aware of any asbestos-containing building materials in any building? _____

Give a brief description and use of each building.

J. What was the property used for in the past?

K. Are there currently or previously any aboveground or underground storage tanks located on the property?

Aboveground storage tanks: ☐ Yes ☐ No ☐ Unknown

Underground storage tanks: ☐ Yes ☐ No ☐ Unknown

If yes:

Where are they located?

What are the sizes and contents of the tanks (e.g., 500-gallon diesel)? _____

When were the tanks installed? _____

Are there any maintenance records available for the tanks? _____

Are the tanks currently being used?

☐ Yes ☐ No ☐ Unknown

If no:

When were the tank(s) closed? _____

Was the MPCA notified? _____

L. Have hazardous chemicals or petroleum products ever been stored at the Site?

Hazardous chemicals: ☐ Yes ☐ No ☐ Unknown

Petroleum products: ☐ Yes ☐ No ☐ Unknown

If yes, which ones? _____

M. Has the property ever been used or is the property currently used for dumping or landfilling?

N. Utilities

Are there any wells or septic systems formerly or currently located at the Site?

Wells: ☐ Yes ☐ No ☐ Unknown

Septic systems: ☐ Yes ☐ No ☐ Unknown

Is the Site connected to city sewer and water?

Sewer: ☐ Yes ☐ No ☐ Unknown

Water: ☐ Yes ☐ No ☐ Unknown

What types of utilities service the Site? Check all that apply.

☐ Unknown

☐ Gas

☐ Electric

☐ Propane

☐ Other: _____

O. Are there any environmental concerns regarding the property or adjoining properties?

P. How are the adjacent properties used?

June 2, 2023

Proposal QTB178289

Mr. Robert Mattei
Grand Rapids Economic Development Authority
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposal for a Geotechnical Evaluation
Proposed Warehouse Development
PIDs 910331410, 910331430, 910331406, and 910334120
East of Airport Road and Southeast 29th Street
Grand Rapids, Minnesota

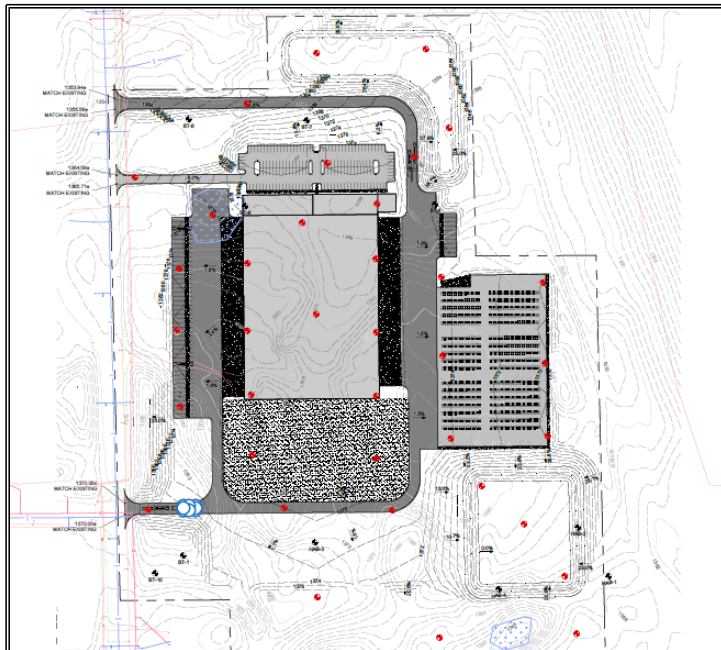
Dear Mr. Mattei:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for a geotechnical evaluation at the proposed warehouse site located east of Airport Road and South 29th Street in Grand Rapids, Minnesota.

Project Information

Per the RFP provided by Ryan Companies US, Inc., we understand the project will include construction of a warehouse facility that will encompass a footprint area of about 220,000 square feet. Figure 1 includes a site conception illustration (provided to us by Ryan Companies US, Inc.).

Figure 1. Proposed Site Concept



Loading docks will be located along the western and eastern portions of the building. An exterior storage area (typically pallet-type of storage) will be located east of the proposed building. An additional storage lot will also be located south of the proposed building. The project will also include associated light and heavy-duty pavements, utilities, and stormwater management features.

Previous Experience and Geotechnical Information

In the recent past, our firm has performed standard penetration test borings and hand auger borings on this site. We will incorporate that previous data into this geotechnical evaluation.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed building, storage lots, pavements, utilities, and stormwater management features.

Scope of Services

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

Site Access

Based on our review of aerial photographs, and from our previous experiences on this site, it appears that the site will require an off-road carrier-mounted drill rig.

Figure 2 includes a recent aerial photograph of the sites (obtained from Itasca County GIS). The approximate limits of the parcels are also shown in Figure 2.

Figure 2. Recent Aerial Photograph of Site Conditions



As shown in Figure 2, the bulk of the site is densely wooded with mature trees. From our previous experiences on this site, a significant amount of tree clearing will be needed in order to access the proposed soil boring locations. We have included an alternate cost to subcontract that service. Otherwise, we assume that services will be coordinated by you.

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

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

Staking

We will stake prospective subsurface exploration locations, as jointly selected by our firm and Ryan Companies US, Inc., and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

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

Penetration Test Borings

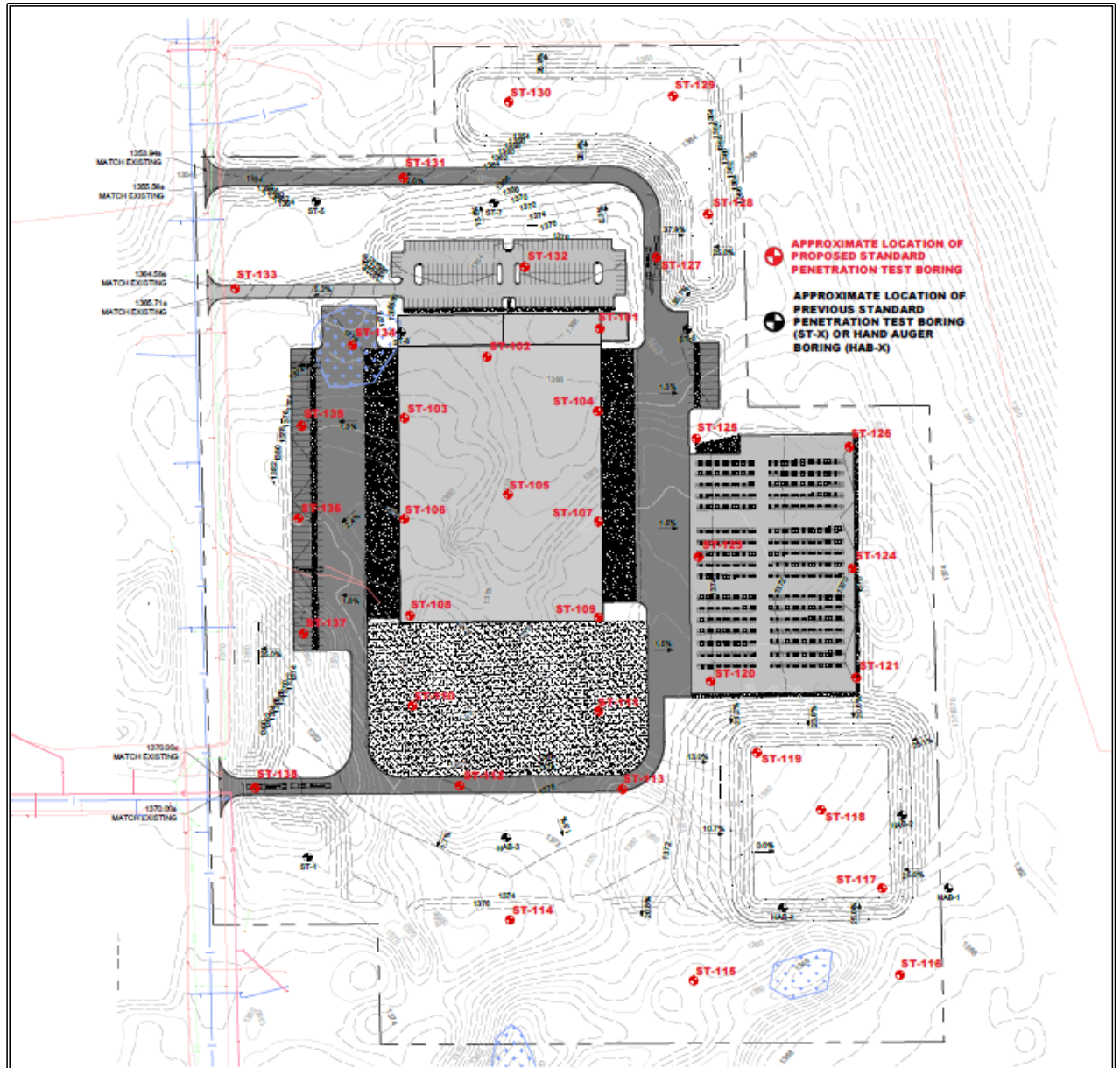
We propose to drill thirty-eight standard penetration test borings for the project. Table 1 provides a summary of the proposed boring locations and depths.

Table 1. Summary of Proposed Borings

Location	Quantity	Nominal Depth (feet)	Extension (feet)
Building Pad	5	20	100
Building Pad	2	25	50
Building Pad	2	35	70
East Storage Lot	6	20	120
South Storage Lot	3	20	60
Stormwater Management	6	25	150
Pavements	11	15 (14 1/2)	165
Site	3	20	60
Totals	38	—	775

The proposed boring locations are shown in Figure 3.

Figure 3. Approximate Boring Locations



We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

We have also made provisions to obtain six thin-walled tube samples of the soils encountered for laboratory testing.

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

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

Groundwater Measurements

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

Minnesota Department of Health Notification

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

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling (sounding/coring) at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 610 linear feet of borehole with grout.

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

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

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	70	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	5	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	20	D1140	Soil classification, and evaluate frost susceptibility
Sieve analysis	5	D1140	Soil classification
Organic content	5	D2974	Evaluate suitability of soils for reuse
Standard Proctor	2	D698	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	2	D1883	Engineering parameter used in designing pavements
Corrosion Potential Suite	1	Various	Corrosion potential

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

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

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the previous and proposed describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.

- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of footings, interior and exterior slabs, pavements, utilities, and stormwater management features.

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

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization: Within about five weeks following receipt of written authorization
- Field exploration: Seven days on site to complete the work
- Draft report submittal: About three weeks after completion of the field work
- Final report submittal: After the draft report has been discussed with the project team and comments have been addressed

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

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$45,959 (Phase 1). We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. As shown in the attached tabulation, and as discussed previously, we have included an alternate subcontractor cost of \$10,000 to clear trees (with the alternate, bringing the total up to \$55,959).

Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

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

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$293 per hour.

General Remarks

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


We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ryan Benson at 612.384.5954 (rbenson@braunintertec.com) or Joel Kurpius at 612.221.2497 (jkurpius@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Ryan M. Benson, PE
Director, Principal Engineer


Joel C. Kurpius, PE
Senior Engineer

Attachments:
Project Proposal Tabulation
MDH Notification Form
General Conditions (1/1/2018)

The proposal is accepted, and you are authorized to proceed (please select).

- ☐ Geotechnical Evaluation (\$45,959)
- ☐ Alternate for Subcontracted Tree Clearing (\$10,000)

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB178289

Grand Rapids Warehouse

Item 2.

Client:

City of Grand Rapids
Robert Mattei
Grand Rapids Economic Development Authority
420 North Pokegama Avenue
Grand Rapids, MN 55744

Work Site Address:

East of Airport Road and Southeast 29th Street
Grand Rapids, MN 55744

Service Description:

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Geotechnical Evaluation				
Activity 1.1	Site Layout - Staking - Utility Clearance - CADD				\$1,818.00
205	Site layout and utility clearance	6.00	Hour	100.00	\$600.00
1862	Utility Trip Charge	1.00	Each	138.00	\$138.00
288	Project Assistant	3.00	Hour	90.00	\$270.00
371	CADD/Graphics Operator	3.00	Hour	130.00	\$390.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	6.00	Each	70.00	\$420.00
Activity 1.2	Drilling Services				\$25,304.00
9100	Flotation Tire Drill Rig and Crew, per hour	66.50	Each	350.00	\$23,275.00
1029	Standby time, per hour		Each	293.00	\$0.00
9730	Grout with bentonite, materials per foot	610.00	Each	2.50	\$1,525.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	6.00	Each	34.00	\$204.00
1073	MDH Sealing Notification (pre-drilling)	1.00	Each	100.00	\$100.00
9903	MDH Sealing Record Reporting (post-drilling)	1.00	Each	200.00	\$200.00
Activity 1.3	Geotechnical Soil Tests				\$6,379.00
1152	Moisture content, per sample	70.00	Each	18.00	\$1,260.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	5.00	Each	131.00	\$655.00
1166	Loss by Washing Through #200 Sieve, per sample	20.00	Each	88.00	\$1,760.00
1162	Sieve Analysis with 200 wash, per sample	5.00	Each	150.00	\$750.00
1174	Organic Content, per sample	5.00	Each	88.00	\$440.00
1318	Moisture Density Relationship (Standard), per sample	2.00	Each	192.00	\$384.00
1734	California Bearing Ratio, per molded specimen	2.00	Each	365.00	\$730.00
SUB1	Corrosion Potential Suite	1.00	Each	400.00	\$400.00
Activity 1.4	Evaluation/Analysis/Reports				\$12,458.00
138	Project Assistant	10.00	Hour	90.00	\$900.00
125	Project Control Specialist	3.00	Hour	146.00	\$438.00
126	Project Engineer	40.00	Hour	178.00	\$7,120.00
128	Senior Engineer	20.00	Hour	200.00	\$4,000.00
Phase 1 Total:					\$45,959.00
Phase 2	Alternate: Subcontracted Tree Clearing				
Activity 2.1	Subcontracted Tree Clearing				\$10,000.00
SUB	Subcontractor	1.00	Each	10,000.00	\$10,000.00
Phase 2 Total:					\$10,000.00

Proposal Total: \$55,959.00

June 2, 2023

Proposal QTB178289

Mr. Robert Mattei
Grand Rapids Economic Development Authority
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Minnesota Department of Health Well Sealing Notification Form
Proposed Warehouse Development
PIDs 910331410, 910331430, 910331406, and 910334120
East of Airport Road and Southeast 29th Street
Grand Rapids, Minnesota

Dear Mr. Mattei:

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

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

WELL SEALING NOTIFICATION-WELL SEALING NOTIFICATION IS VALID FOR 18 MONTHS Send notification form and payment (check, money order, or credit card information) to: Minnesota Department of Health, Well Management Section, P.O. Box 64502, St. Paul, Minnesota 55164-0502. ATTN: CASHIER Well Management Section Fax Number: (651) 201-4599.						Minnesota Unique Well No. or W-series No. (Leave blank if not known)		Minnesota Well and Boring Sealing No. H	
						Card Type: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover Exp. Date _____			
						Print Cardholder Name _____			
<input type="checkbox"/> Well Sealing Notification (269) Check Box If: Check Well Type: <input type="checkbox"/> Well is Multiple Cased <input type="checkbox"/> Larger than 8-inch Inside Diameter						Card Number _____		3-Digit Security Code (Printed on back side of card.) _____	
<input type="checkbox"/> Water-Supply Well <input type="checkbox"/> Monitoring Well <input type="checkbox"/> Other _____						Authorized Signature _____			
WELL LOCATION	County	Township Name	Township No.	Range No.	Section No.	Fraction (sm. → lg.) 1/4 1/2 3/4 1			
	Well Location Address		City	State	Zip Code	Est. Depth	Casing Diameter		
WELL OWNER	Well Owner Name (Print)					Daytime Telephone Number ()			
	Well Owner Street Address				City	State	Zip Code		
	Well Owner Signature						Date		
WELL CONTRACTOR	Well Contractor Company Name (Print)		Certified Rep. Signature			Date	Company License No.		

Failure to provide proper identification and fee prior to the beginning of well sealing is a violation of Minnesota Statutes, Chapter 103I, and may result in the assessment of an administrative penalty. Notification is not required to seal a boring.

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Item 2.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.



REQUEST FOR GRAND RAPIDS EDA ACTION

AGENDA DATE: June 8, 2023

STATEMENT OF ISSUE: Consider approval of two proposals for professional services submitted by SEH.

PREPARED BY: Rob Mattei, Executive Director

BACKGROUND:

Short Elliot Hendrickson (SEH) has submitted two proposals for site investigation/due diligence work at the 29th Street SE industrial site.

The first proposal is for the preparation of an ALTA survey, which is proposed for a fee of \$6,800.

The other proposal is for a traffic impact analysis along the 7th Ave. SE corridor for a fee of \$8,500.

RECOMMENDATION:

REQUIRED ACTION: Pass a motion approving the two proposals for professional services submitted by SEH and authorize the Executive Director to execute the required documents.

May 16, 2023

RE: Request for Surveying Proposal
City of Grand Rapids
Grand Rapids, MN
Proposal for ALTA / NSPS Land Title Survey

Rob Mattei
Director of Community Development
City of Grand Rapids

Short Elliott Hendrickson Inc. (SEH®) is pleased to provide this proposal for Request for Surveying Proposal for property in Grand Rapids, MN. Please review our proposal letter and if acceptable we will provide an agreement for execution referencing this letter.

Project Understanding

City of Grand Rapids (Client) is seeking a cost estimate for the preparation of an ALTA / NSPS Land Title Survey for a property located in Grand Rapids, MN location. The subject parcels are known as Itasca County PID's 91-033-1410, 91-033-1430, 91-033-1406 and 91-033-4120.

Scope

SEH will complete the following tasks:

Task 1 – ALTA / NSPS Land Title Survey:

- Perform a survey pursuant to the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, including Table A items 1-4, 6(a)(b), 7(a)(b1)(b2)(c), 8, 9, 11(a)(b), 13, 14, 16, 17 and 18, of the 4 tracts listed above.
- The certificate will be as specified in Section 7 of the 2021 ALTA/NSPS Standards and will be made out to the owner and the title company. Additional parties may be certified to for an additional fee.
- Provide a Pro Forma version (in PDF format) of the survey for review and comment by the interested parties.
- Provide 1 set of revisions based on the consolidated comments of the interested parties.
- Provide the final signed ALTA / NSPS Land Title Survey in PDF format.

Exclusions:

- Wetland Delineation Report.

Assumptions:

- Client will provide SEH a current Title Commitment.
- Client will provide SEH with a zoning letter if applicable.
- Utility locate markings from an 811 ticket will be combined with plan and other source information to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2351 Connecticut Avenue, Suite 300, Sartell, MN 56377-2485

320.229.4300 | 800.572.0617 | 888.908.8166 fax

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Deliverables:

- Signed final ALTA/NSPS Land Title Survey drawings per parcel in PDF format.
- Find or set property monuments at the corners of the parcels.

Schedule:

- Property monuments will be set 30 days from the receipt of the title work.
- Pro Forma versions of the survey will be made available 30 days from the receipt of the title work from Client.
- Final signed surveys will be made available 2 weeks from the receipt of all review comments.

Payment

The lump sum fee including expenses is **\$6,800**.

Additional Services requested by Client not included in the scope above will be provided on an hourly basis including direct expenses. If requested, an estimate of the fee can be provided ahead of completing the work.

Thank you for the opportunity to provide a proposal. Please contact me at dbemboom@sehinc.com or 320.250.0152 to discuss.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Daniel Bemboom, PLS
Professional Land Surveyor
(Lic. MN, WI)

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May 30, 2023

RE: Proposed Warehouse Traffic Impact
Study Letter Proposal
SEH No. GREDA 172840 14.00

Rob Mattei
Community Development Director
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Mr. Mattei

The following letter proposal encompasses the effort needed to create a traffic impact study for a potential Proposed Warehouse located on the east side of Airport Road and SE 29th Street. The results of this effort will help identify potential roadway and intersection improvements to maintain acceptable levels of service to the surrounding roadway network.

Project Background

A developer is currently proposing a warehouse facility to be located on the east side of Airport Road and SE 29th Street. At this time, the proposed site is currently expected to have several access points onto Airport Road to help support its daily operations. At the year of opening the site is expected to serve approximately 32 heavy vehicles and 90 employees, for a total of 1,220 weekly trips. At full build out of the site, heavy vehicles are expected to increase to 51 trucks with 113 employees working on site.

The following tasks outline the scope of work needed to complete a traffic impact study review of the proposed development.

Task 1 – Project Management

1. General project management including coordination and monthly invoices.
2. Assumes one virtual (1-hour) meeting with the City of Grand Rapids staff to review findings of traffic impact study.

Deliverables: Monthly invoices, meeting agendas and meeting minutes

Task 2 – Data Collection

1. Collect 13-hour video data on a typical weekday (Tuesday – Thursday) at the following intersection:
 - a. Airport Road and SE 29th Street

Deliverables: 13-hour traffic, pedestrian, and bicycle count data

Task 3 – Traffic Forecasting

1. Complete traffic forecasts for a future design year (2028). Growth rates to be determined from historical AADT volumes along the surrounding roadway network. A review of previous studies in the area will also be completed to ensure consistency between forecasting efforts.

Deliverables: 2028 traffic forecasts

Task 4 – Traffic Operational Analysis and Safety Analysis

1. Existing Conditions
 - a. Overall review of surrounding roadways and geometrics
 - b. Complete traffic operations (peak hour) analysis using Synchro/SimTraffic Software
2. Crash Analysis
 - a. Perform a crash analysis of the 5-year crash history at the roadway intersections and surrounding roadway segments along Airport Road from SE 21st Street to SE 33rd Street.
3. Trip Generation
 - a. Use provided development information to develop trip generation estimates for the weekday daily, AM and PM peak hours
4. Trip Distribution and Assignment
 - a. Perform trip distribution and assignment utilizing information generated from Task 2.1 and 4.3.
 - i. This would include the following two scenarios:
 1. Evaluating the most impactful scenario of all traffic traveling to and from the north.
 2. A more realistic distribution of traffic to and from the north and the west.
5. Warrant Analysis
 - a. Conduct warrant analysis for an all-way stop and traffic signal control at the intersection of Airport Road and SE 29th Street for the following scenarios:
 - i. Year of opening
 - ii. Future full build out (2028)
6. Future Conditions Analysis
 - a. Review weekday AM and PM peak hour level of service (LOS), delay, capacity, and maximum estimated queues for the intersection of Airport Road and SE 29th Street and all site access points.
 - b. Operational analysis will be conducted for the following scenarios:
 - i. Future year 2028 No Build conditions
 - ii. Trip Distribution: All traffic to and from the north
 1. Future year 2028 Build conditions (including site development)
 2. Future year 2028 Build conditions with potential mitigations (if needed)
 - a. Mitigation analysis will include analyzing the need for geometric and traffic control improvements to the intersection of SE 29th Street and Airport Road as well as the site driveways
 - iii. Trip Distribution: Normal distribution to and from the site
 1. Future year 2028 Build conditions (including site development)
 2. Future year 2028 Build conditions with potential mitigations (if needed)
 - a. Mitigation analysis will include analyzing the need for geometric and traffic control improvements to the intersection of SE 29th Street and Airport Road as well as the site driveways

Deliverables: Existing and future year (2028) traffic operational summary, warrant analysis summary, crash analysis

Task 5 – Traffic Impact Analysis Memorandum

1. A draft Traffic Impact Study Memorandum will be compiled summarizing study methodologies, analysis results, and improvement recommendations completed in Tasks 1-4. A draft traffic impact study will be submitted electronically to the City of Grand Rapids for review.
2. Upon receiving comments, SEH will prepare a final memorandum that will incorporate all comments received.

Deliverables: Draft and Final Traffic Impact Study Memorandum, traffic operations analysis data, improvement recommendations

Schedule

We are prepared to begin work on this project and upon authorization to proceed we anticipate completing a draft of this study approximately three weeks after notice to proceed.

Fee

The proposed Lump Sum Fee is estimated at \$8,500.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Chad Jorgenson, PE, PTOE
Project Manager

CMJ

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