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June 11, 2018

Proposal No. 140610.000.1

Mr. Gary Edwards
City Manger
City of Aransas Pass
P.O. Box 2000
Aransas Pass, Texas 78335-2000

Re: Proposal for Additional Soil Excavation and Remediation at the Former JBS Shrimp Company Site

Dear Mr. Edwards:

LNV, Inc. (LNV) is pleased to submit this proposal to the City of Aransas Pass (City) for continued soil excavation and remediation at the Former JBS Shrimp Company Site (Site).

BACKGROUND

LNV was authorized by the City to implement the Corrective Action Plan (CAP) authored by Naismith Engineering, Inc. in 2010 and approved by the Texas Commission on Environmental Quality (TCEQ) via a February 5, 2018 Contract for Services. Task 4 within this Contract for Services was soil remediation, identified as occurring in the pipe chase trench as denoted in the Limited Phase II Environmental Site Assessment Activities and Results Report authored by Weston Solutions, Inc. in 2007. Soil (approximately 500 yd³) was to be excavated, chemically treated, and returned to the excavation.

LNV began this work on April 10, 2018 in the designated pipe chase trench area. In so doing, soil contaminated with diesel was discovered, as was an underground tank of unknown origin. Based on site knowledge, it is likely that diesel held in tanks previously located across Bigelow Street traveled under the street via pipe to this holding tank before being discharged at the docks located on Conn Brown Harbor. Upon discovery of the tank, proper protocols outlined by TCEQ were executed and the tank was removed from the site. Upon exhumation of the tank, it was clear that the approximately 600-gallon diesel fuel underground storage tank had previously leaked as contaminated soil was abundant surrounding the tank. In following the contaminated soil within the tank excavation area to the north, the excavation abutted the foundation of the old remediation system currently present at the site. In order to continue work, implement the CAP, remove known contaminated soil, and prevent further leaching of the diesel present in the soil to groundwater, additional excavation is needed at the site, outside of the bounds of the previously anticipated to be impacted pipe chase trench and underneath the foundation of the remediation system. In speaking with the City concerning a plan forward, the City indicated that removal of the remediation system would be allowed, as the system is no longer viable, and that the City would execute this work, either on their own or through a subcontractor. LNV solicited quotes from various subcontractors on behalf of the City and provided the lowest to Mr. Quintanilla for potential use. After execution of the removal of the remediation system, LNV would continue soil remediation to address known contamination. The Scope of Work presented below outlines the proposed actions.

SCOPE OF WORK

LNV proposes the following actions to continue soil remediation at the site, implement the CAP, remove known contaminated soil, and prevent further leaching of the diesel present in the soil to groundwater:

- 1) Soil remediation will be conducted on the area identified as north of the pipe chase trench in the Limited Phase II Environmental Site Assessment Activities and Results Report authored by Weston Solutions, Inc. and under the on-site remediation system.
- 2) Up to 1,100 yd³ will be excavated from the area identified above.
- 3) Confirmation soil samples will be collected from the excavation to ensure all contaminated soil is removed. Total Petroleum Hydrocarbons (TPH), Methyl Tert-Butyl Ether (MTBE), and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) analysis of soil samples will occur. If any soil samples exhibit detection in TPH, the samples will additionally need to be analyzed for Polycyclic Aromatic Hydrocarbons (PAHs).
- 4) Contaminated soil will be chemically treated on site. Confirmation soil samples will be taken from chemically treated stockpiles to determine whether soil can be used for backfill or must be disposed of as a Class II waste. TPH, MTBE, and BTEX analysis of soil samples will occur. If any soil samples exhibit detection in TPH, the samples will additionally need to be analyzed for PAHs.
- 5) Excavations will be backfilled with treated material or imported fill material.

EXCLUSIONS

This Scope of Work does not include:

- 1) Any system maintenance to the on-site remediation system and/or removal of the whole or any part of the on-site remediation system.
- 2) The TCEQ may request additional actions. Additional proposal(s) will be provided to the City should further action be requested.

DELIVERABLE

LNV will provide the TCEQ with the appropriate documentation and lab results. LNV will additionally provide this information to the City, as well as status reports.

FEE

LNV proposes to perform the above Scope of Work on a time and materials basis not to exceed \$26,000. All other conditions apply as stipulated on the attached General Terms and Conditions. The fee indicated is valid until December 2018.

Acceptance

We appreciate the opportunity to work with you on this project. Should the terms of this proposal be acceptable, a written contract will be executed. If you have any questions regarding this proposal, please contact Jacalyn Gorczyński or Amy Hesseltine at (361) 883-1984.

Sincerely,
LVN, Inc.



Amy R. Hesseltine, P.E.
Vice President - Environmental

Attachments (2): General Terms and Conditions
 Contract for Services



SCHEDULE OF HOURLY CHARGES
BY
PERSONNEL CLASSIFICATION
EFFECTIVE January 1, 2018

The per diem and miscellaneous expense charges for Engineering, Architecture, Drafting, Surveying, and Planning Services are based on the following hourly rates:

Engineering, Planning:

Principal	\$265.00/hr.
Senior Project Manager III.....	\$240.00/hr.
Senior Project Manager II.....	\$230.00/hr.
Senior Project Manager I.....	\$225.00/hr.
Project Manager III	\$210.00/hr.
Project Manager II	\$205.00/hr.
Project Manager I	\$200.00/hr.
Senior Engineer II	\$200.00/hr.
Senior Engineer I	\$195.00/hr.
Project Engineer IV	\$190.00/hr.
Project Engineer III	\$180.00/hr.
Project Engineer II	\$170.00/hr.
Project Engineer I	\$160.00/hr.
Project Architect III	\$170.00/hr.
Project Architect II	\$160.00/hr.
Project Architect I	\$150.00/hr.
Engineer V	\$155.00/hr.
Engineer IV	\$145.00/hr.
Engineer III	\$135.00/hr.
Engineer II	\$120.00/hr.
Engineer I	\$110.00/hr.
Senior Designer III.....	\$160.00/hr.
Senior Designer II	\$150.00/hr.
Senior Designer I	\$140.00/hr.
Designer III	\$125.00/hr.
Designer II	\$120.00/hr.
Designer I	\$110.00/hr.
Senior CADD Technician III	\$115.00/hr.
Senior CADD Technician II.....	\$110.00/hr.
Senior CADD Technician I.....	\$105.00/hr.
CADD Technician IV	\$100.00/hr.
CADD Technician III	\$ 95.00/hr.
CADD Technician II	\$ 90.00/hr.
CADD Technician I	\$ 85.00/hr.



Professional Geoscientist	\$140.00/hr.
Safety/ Environmental Technician II	\$110.00/hr.
Safety/ Environmental Technician I	\$100.00/hr.
Construction Observer IV	\$145.00/hr.
Construction Observer III	\$125.00/hr.
Construction Observer II	\$115.00/hr.
Construction Observer I	\$105.00/hr.
Clerical III	\$ 95.00/hr.
Clerical II	\$ 85.00/hr.
Clerical I	\$ 70.00/hr.

Survey :

Professional Surveyor II	\$210.00/hr.
Professional Surveyor I	\$185.00/hr.
Field Crew (2-Man)	\$190.00/hr.

Reproduction work - Prevailing commercial rates; Mileage - current IRS rate per mile; Per diem – current IRS rate; Subcontractors, Consultants, etc. - Cost plus 10%; All other expenses - Cost plus 10%

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payment may be charged an interest rate of 1.5% per month of the unpaid balance.



GENERAL TERMS AND CONDITIONS

This Agreement between LNV, Inc. ("Provider") and _____ ("Client") consists of two parts: the Contract for Services and these General Terms and Conditions.

ASSIGNMENT – Client and Provider agree that, except as otherwise provided by this Agreement, neither Client nor Provider will assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Further, neither Client nor Provider will transfer any claims that they may have arising from this Agreement or the services performed hereunder.

BILLING AND PAYMENT – Client agrees to compensate the Provider for services as stated per the attached Agreement, including the Contract for Services. Services and expenses will be invoiced monthly. Invoice amounts are due within 30 days. Interest at the rate of 1 ½ percent per month applies to all outstanding invoices. In the event any amount becomes past due, the Provider may terminate the Agreement by sending 7 days' written notice of intent to terminate for cause.

CLIENT REPRESENTATIONS – By signing the Agreement, Client represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under the Agreement.

CONSEQUENTIAL DAMAGES – The Client and Provider both agree to waive any claims for consequential damages against each other. Consequential damages include, but are not limited to: lost profits; loss of rental income; rental expenses; interest expenses; loss of financing; and damages caused by delay in providing the Provider's services

CONSTRUCTION PHASE SERVICES – The Provider will observe the work as agreed for general compliance with the construction documents, but the Provider does not control or direct the contractor or subcontractors.

COST OF THE WORK – If the Contract for Services provides that compensation to Provider will be based on the Cost of the Work, then the Cost of the Work shall equal the total cost to the Client to construct all elements designed or specified by the Provider, and shall include the general contractor's general conditions, overhead, and profit. During the design phases, the Cost of the Work will be the estimated cost of construction at the latest stage through which the Project progresses. If the Project proceeds into the Construction Document phase, the Cost of the Work shall be determined by the contractor's bid or estimate from the construction documents plus any approved change orders. In no circumstances will the Provider be required to refund any amounts paid to Client if the scope and cost of the Project decreases.

DELAYS – The Provider will not be liable for damages for delays, including delays due to force majeure.

DISPUTE RESOLUTION- This Agreement shall be construed under and in accordance with the laws of the State of Texas. Any dispute under this Agreement shall be subject to mediation as a condition precedent to litigation in Nueces County, Texas.

ENVIRONMENTAL – The Provider assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

INDEMNITY – The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Provider, its officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Owner's breach of this Agreement and/or the failure of the Owner's contractor(s) to follow the Provider's contract documents.

JOBSITE SAFETY – The Provider is not responsible for job site safety or means and methods of construction. Job site safety and construction means and methods are the responsibility of the Contractor and/or the Client.

LIMITATION OF LIABILITY – **In recognition of the relative risks and benefits of the Project to both Client and Provider, the Client agrees, to the fullest extent possible, to limit the liability of the Provider so that the total aggregate liability of the Provider shall not exceed the Provider's fee paid by the Client for services rendered on the Project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract, tort or any other theory. The Client agrees to bring any claims against the Provider's corporate entity, not any individual owners or employees of the Provider's firm.**

OWNER-PROVIDED INFORMATION – The Provider shall have the right to rely on the accuracy of any information provided by the Client or Client's consultants. The Provider will not review this information for accuracy.

OWNERSHIP OF INSTRUMENTS OF SERVICE – The Provider retains all intellectual property rights including common law,

statutory, and other reserved rights in the instruments of service, including copyrights. The Provider grants the Client a limited, nonexclusive license to use the Provider's instruments of service solely and exclusively for the Project subject to the Agreement. **In the event the Client uses the Provider's instruments of service without retaining Provider or reuses such instruments of service on another project, the Client shall indemnify, defend, and hold harmless Provider from any and all losses, claims, expenses or liabilities arising from such unauthorized use.** The Client further releases Provider for all claims and causes of action that arise from any unauthorized use. The license granted to Client under this Agreement shall terminate in the event the Client fails to pay Provider for all amounts owed under the Agreement.

PERMITS AND APPROVALS – It is the responsibility of the Client to obtain all necessary permits and approvals, unless provided otherwise in the Agreement. In the event permit assistance is provided, Provider does not and cannot guarantee, warrant, or represent that permits will be obtained.

PROPERTY INSURANCE – If applicable, Client agrees that it will procure, or cause to be procured, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the construction costs, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final completion of the Project, or until no person or entity other than the Client has an insurable interest in the property, whichever is later. The Client and the Provider waive all rights against each other, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise.

REJECTION OF NON-CONFORMING WORK – The Provider shall have the authority, but not the responsibility, to reject nonconforming work. The Provider shall bring any known non-conforming work to the attention of the Client as soon as reasonably possible.

RIGHT OF ACCESS – The Provider shall have access to the job site whenever work is in preparation or in progress.

STANDARD OF CARE – Provider shall be held to the standard of care ordinarily provided by similar professionals practicing in the same locality under similar circumstances. In performing these services, Client agrees that Provider cannot guarantee perfection, and Client therefore understands that Provider makes no warranty as to the quality of its services and drawings.

TAXES – If and to the extent that any sales and/or use taxes are applicable to any Services provided hereunder, they are the responsibility of the purchaser and will be itemized separately on the invoice.

TERMINATION – This Agreement may be terminated by either party for convenience with 30 days' written notice, or for cause with 7 days' written notice. The Project may be suspended by the Client with 30 days written notice. In the event of termination of the Provider for cause, Client shall pay Provider for all services rendered and reimbursable expenses incurred before termination. In the event of termination of Provider for convenience, the Client shall pay for all services rendered and reimbursable expenses incurred before termination together with Provider's lost profits as a result of such termination. In the event of a suspension of services, Client shall pay for all services rendered and reimbursable expenses incurred and all other expenses incurred by Provider by reason of the suspension.

ACCEPTED AND AGREED:

PROVIDER **Date**
By: _____
Its: _____

CLIENT **Date**
By: _____
Its: _____