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Terracon.com

September 6, 2023

City of Powder Springs
4484 Marietta Street
Powder Springs, Georgia 30127

Attn: Mr. Steve Watson, Private-Public Partnership Management, Inc.
Telephone: (703) 616-9287
Email: swatson@4PMCDP.com

RE: **Proposal for UST Closure Services**
City of Powder Springs Municipal Courthouse Expansion
4481 Pineview Drive
Powder Springs, Cobb County, Georgia
Terracon Proposal No. P49237649

Dear Mr. Watson:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Powder Springs to perform the below UST Closure Services at the above referenced site.

Scope of Services (see Section 2.0 of attached proposal detail)	■ Geophysical Survey, if needed ■ Waste Characterization Sampling ■ UST Closure & Reporting ■ Soil Stockpile Disposal, if needed ■ Groundwater Sampling, if needed.
Schedule (see Section 3.0 of attached proposal detail)	Starting date to be determined (TBD). Terracon will require approximately 3 to 5 days lead time to start the project. The UST removal will take approximately 2 to 3 days to complete, and the closure report can be prepared within 25 business days from date of authorization.
Compensation (see Section 3.0 of attached proposal detail)	■ Geophysical Survey = \$4,200 ■ Waste Characterization Sampling = Fee Included ■ UST Closure & Reporting = \$36,325 ■ Soil Stockpile Disposal, if needed = \$11,300 ■ Groundwater Sampling, if needed = \$7,795 ■ Total = \$59,620 Lump Sum



We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If this proposal meets with your approval, Terracon can be engaged by signing and returning a copy of the attached Agreement for Service to our office.

If you have any questions or comments regarding this proposal or require additional services, please contact the undersigned at 770-623-0755 or via email at conor.dowling@terracon.com.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'LH'.

Lanier Henson
Project Geologist

A handwritten signature in black ink, appearing to read 'CD'.

Conor Dowling
Senior Project Scientist

Attachments: Detailed Scope of Services
Agreement For Services
Site Diagram with UST Location

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Powder Springs GA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Powder Springs Municipal Courthouse Expansion project ("Project"), as described in Consultant's Proposal dated 09/05/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **9/6/2023**

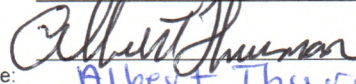
Name/Title: **Conor E. Dowling / Senior Project Scientist**

Address: **2105 Newpoint Pl, Ste 600
Lawrenceville, GA 30043-5557**

Phone: **(770) 623-0755** Fax: **(770) 623-9628**

Email: **Conor.Dowling@terracon.com**

Client: **City of Powder Springs GA**

By:  Date: **9/6/23**

Name/Title: **Albert Thurman**

Address: **4484 Marietta St
Powder Springs, GA 30127**

Phone: **770.943-1666** Fax:

Email: **athurman@cityofpowdersprings.org**

1.0 BACKGROUND INFORMATION

1.1 Site Description

The site is located at 4481 Pineview Drive, Powder Springs, Cobb County, Georgia. The site is currently being developed by the City of Powder Springs with a two-story building expansion to the Municipal Courthouse building and an associated parking deck.

Underground Storage Tanks

During initial site grading activities, four approximate 2,500-gallon steel petroleum underground storage tanks (USTs) were uncovered on the northeast portion of the site adjacent to Oakview Drive. Dispensers and product piping were not present at the site and were most likely historically removed by others. According to site personnel, the USTs were not known to have existed at the site and were not owned or operated by the City of Powder Springs. The USTs are assumed to have contained petroleum for fueling trucks associated with a former on-site construction lay down yard. Terracon reviewed a regulatory database for the site vicinity and spoke with the GEPD and registered USTs were not identified in the site vicinity.

2.0 SCOPE OF SERVICES

2.1 Geophysical Survey for Other USTs

The Client requested that Terracon survey the remaining portion of the site for the presence of other USTs that could be encountered during construction activities. Terracon will utilize a Frequency Domain Electromagnetic Induction (FDEM) system consisting of an EM-31 and ground penetrating radar (GPR) to scan the site for the presence of other USTs. The FDEM analysis will be performed on an approximately 10-foot bi-directional grid. The data will be collected using a sub-meter accurate GPS; therefore, the grid will be approximate.

2.2 UST Closure & Reporting

The four USTs will be removed and closed per Georgia Environmental Protection Division (GEPD) Underground Storage Tank Management Program (USTMP) guidelines.

2.2.1 UST Pre-Closure Activities

Waste Characterization Sampling of Tank Fluids and Soil Stockpile

On August 31, 2023, Terracon inspected the USTs and observed two of the tanks to be full of water and residual fluids and the other two tanks were only half full of fluids. Terracon assumes that approximately 7,500 gallons of residual fluids will require removal and disposal at a permitted waste handling facility. Terracon will collect one residual fluid sample from each tank for waste characterization analysis and disposal purposes. The residual fluid samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX) by EPA Method 8260B and total petroleum hydrocarbons (TPH) diesel-range organics (DRO) and gasoline-range organics (GRO) by EPA Method 8015M on a rush laboratory turnaround.

The USTs were partially excavated during the site grading activities. Site personnel reported that petroleum odors were observed during the grading activities adjacent to the USTs. Terracon will collect two soil samples from the soil stockpile for waste characterization purposes per GEPD USTMP guidelines. The soil stockpile samples will be analyzed for BTEX by EPA Method 8260B, polynuclear aromatic hydrocarbons (PAHs) by EPA Method 8270C, and TPH GRO/DRO by EPA Method 8015M on a rush laboratory turnaround. One composite soil sample will also be collected from the soil stockpile for analysis of toxicity characteristic leaching procedure (TCLP) parameters including TCLP VOCs by EPA Method 1311/8260, TCLP SVOCs by EPA Method 1311/8270 and TCLP metals by EPA Method 1311/6010 for disposal of soil at a permitted waste handling facility, if needed.

Tank Fluid Profiling for Disposal

The excavation contractor will profile the tank fluids for disposal at a petroleum recycling facility or other permitted waste handling facility.

UST Registration and Closure Activity Notification

Terracon will prepare a Notification Data for UST 7530 Form to register the USTs. Terracon will also prepare a GUST 29 Closure Activity Form. The 7530 Form and GUST 29 Form will need to be signed by the Client as the UST owner. The 7530 Form and GUST 29 Form will be submitted to GEPD with the UST closure report.

Health & Safety Plan

A site-specific health and safety plan (HASP) will be prepared and observed during all field-related activities. All Terracon project personnel and subcontractor personnel assigned to the project will have completed, at a minimum, required OSHA HAZWOPER training in accordance with 29 CFR Part 1910.120.

Utility Clearance

Following receipt of your authorization and no later than 72 hours prior to intrusive activities, Terracon will contact the state public utility locator to arrange for underground utility location and marking of public utilities (gas, water, electric) at the above-referenced site.

2.2.2 UST Removal, Soil Sampling, and Reporting

UST Removal

Terracon will contract with a qualified, American Petroleum Institute (API)-certified UST removal contractor for UST closure and related services. The UST closure activities will be overseen by Terracon personnel and will be conducted in accordance with the scope of work and American Petroleum Institute (API) 1604, "Removal and Disposal of Used Underground Petroleum Storage Tanks", dated March 6, 1996. An air-driven pump will be utilized to extract residual fuels from the tanks prior to excavation.

Prior to excavation, the UST will be vented and purged of combustible fumes by forced ventilation which will be properly grounded to prevent electrostatic ignition hazards. Tank excavation activities will proceed only after safe conditions are verified (less than 10% lower explosive limit-LEL) using a combustible gas indicator (CGI).

Excavated soils will be temporarily stockpiled on-site atop 10-mil visqueen waterproof plastic sheeting. Soil stockpiles will be covered with plastic sheeting to limit storm water input, and stockpiles will be bermed to prevent runoff of liquids. Stockpiled soils will remain on-site until soil sampling analytical results are received and will be replaced in the excavation if laboratory analytical results indicate the soil analytical results are below the applicable STLs.

Once the USTs are removed from the ground, the USTs will be cut open with non-sparking equipment and destroyed. The USTs will be disposed of at a construction and debris (C&D) landfill or metal recycling facility.

UST Closure Sampling

In accordance with current GEPD UST closure guidelines, Terracon proposes to collect two soil samples from beneath each UST for a total of eight soil samples. The soil samples will be collected from native soil approximately two feet beneath the bottom of the USTs in accordance with EPD UST Closure Guidance.

Soil samples will be field screened for volatile organic vapors (VOVs) using an organic vapor analyzer (OVA). Field-screening results will be recorded in the project logbook. All soil samples will be collected in laboratory-supplied glassware, stored on ice in a cooler, and submitted to a certified laboratory under Chain-of-Custody protocol.

Soil Laboratory Analytical

Soil samples collected will be submitted for laboratory analysis for BTEX by EPA Method 8260B, PAHs by EPA Method 8270C, and TPH DRO/GRO by EPA Method 8015M.

Soil Stockpile

The soil stockpile will be returned to the UST excavation if the waste characterization analytical results are less than the applicable GEPD USTMP Soil Threshold Levels (STLs). Refer to Section 2.3 Soil Stockpile Disposal if the soil analytical results exceed the applicable STLs and require off-site disposal at a permitted waste handling facility.

Excavation Backfilling

Terracon assumes that the Client or General Contractor will be responsible for backfilling the UST excavation, if needed, due to the on-site construction activities.

Water Resources Survey

Terracon will perform a water resources survey of the site and surrounding area to identify public potable water wells located within one mile of the site and private potable water wells located within one quarter mile of the site.

UST Closure Report Preparation

A UST closure report will be prepared for submittal to the GEPD and will include the following information:

- Documentation of field activities;
- Site plan showing pertinent site features;
- Laboratory analytical results;
- Waste disposal manifests;
- Data evaluation and presentation of pertinent findings; and
- Recommendations concerning further action, if necessary.

The UST Closure Report Form will require the signature of the Client as the UST owner/operator.

2.3 Soil Stockpile Disposal, If Needed

If the soil stockpile analytical results exceed the applicable STLs, the stockpiled soils will require off-site disposal at a permitted waste handling facility. Site personnel reported petroleum odors were observed during the grading activities adjacent to the USTs; therefore, Terracon has included a line item in Section 3.2 Compensation for disposal of the stockpiled soils, if needed, and assuming the soil are classified as non-hazardous per the TCLP analytical results. For budgetary estimating purposes, Terracon included 100 tons of non-hazardous soil for disposal with a unit rate per ton. Soil disposal fees will be invoiced per ton.

2.4 Groundwater Sampling, If Needed

If soil analytical results from beneath the USTs exceed the STLs, GEPA will require that groundwater sampling be performed either during the UST closure activities or after closure as part of a Corrective Action Part-A (CAP-A). Terracon recommends that groundwater sampling be performed during the closure activities to facilitate construction activities. Terracon has included a line item in Section 3.2 Compensation for Groundwater Sampling, if needed.

2.4.1 Temporary Groundwater Monitoring Wells

Terracon proposes installing three temporary groundwater monitoring wells adjacent to the UST pit to evaluate potential impacts to groundwater from the USTs. Groundwater wells will be advanced to groundwater, refusal, or a maximum depth of 50 feet below ground surface (bgs) and constructed as following:

- Installation of 1-inch diameter, 0.010-inch machine slotted PVC well-screen with a threaded bottom cap;
- Installation of 1-inch diameter, threaded, flush-joint PVC riser pipe to surface;
- Addition of pre-sieved 20/40 grade silica sand for annular sand pack around the well screen from the bottom of the boring to approximately 2-feet above the top of the well screen; and,
- Addition of a two-foot bentonite seal.

The temporary wells will be purged of approximately three to five well volumes of water following construction, and then a groundwater sample will be collected. Purging and sampling activities will be performed using a peristaltic pump and new, dedicated, disposable tubing. If groundwater is not available for collection due to insufficient groundwater recharge, Terracon will submit a soil sample from the bottom of the boring for laboratory analysis in lieu of a groundwater sample.

2.4.2 Laboratory Analytical Program

Groundwater samples collected during the investigation will be submitted to Analytical Environmental Services, Inc. (AES) in Atlanta, Georgia for analysis on a standard turnaround reporting schedule for analysis of BTEX by EPA Method 8260B and PAHs by EPA Method 8270C.

3.0 SCHEDULE AND COMPENSATION

3.1 Schedule

Starting date to be determined (TBD) by the Client's schedule. Terracon will require approximately 3 to 5 days lead time to start the project and coordinate with the excavation contractor. The UST removal will take approximately 2 to 3 days to complete, and the closure report can be prepared within 25 business days from date of authorization.

The actual project schedule will be based on the availability of environmental subcontractors. If schedule delays are anticipated based on subcontractor availability, weather, and/or encountered site conditions, the client will be contacted to discuss changes in the schedule.

3.2 Compensation

The scope of services outlined in this proposal will be conducted on a lump sum basis, as described below with monthly progress invoicing. If, as a result of these services, additional services are required that are outside the scope of this proposal, you will be contacted to discuss associated costs. Client authorization will be obtained prior to commencement of additional services outside the scope of this proposal.

Proposal for UST Closure Services

City of Powder Springs | Powder Springs, Georgia

September 6, 2023 | Terracon Proposal No. P49237649



ESTIMATED PROJECT COSTS	
Task 2.1 Geophysical Survey for Other USTs	
Field Exploration (1 day)	\$4,200
Task 2.2 UST Closure & Reporting	
Excavation Subcontractor (2 days, 4 USTs, 7,500 gals of tank fluids)	\$20,000
Laboratory Subcontractor (10 soil samples, 4 tank fluid samples RUSH turnaround time and 1 TCLP sample standard turnaround time)	\$5,400
Terracon Professional Services	\$10,335
Expenses and Equipment	\$590
UST Closure Subtotal	\$36,325
Task 2.3 Soil Stockpile Disposal, if needed	
Excavation Subcontractor (1 day equipment and crew)	\$3,300
Soil Transportation & Disposal (100 tons @ \$65/ton non-hazardous waste)	\$6,500
Terracon Professional Services (1 day field oversight)	\$1,500
Soil Stockpile Disposal Subtotal	\$11,300
Task 2.4 Groundwater Sampling, if needed	
Drilling Subcontractor (1 day, 3 TMWs)	\$4,200
Laboratory Subcontractor (3 groundwater samples standard turnaround time)	\$375
Terracon Professional Services	\$2,900
Expenses and Equipment	\$320
Groundwater Sampling Subtotal	\$7,795
TOTAL COST LUMP SUM	\$59,620

The fee is valid for 90 days from the date of this proposal.

4.0 CONDITIONS

The scope of services and estimated fee were based on the assumptions and limitations noted below.

4.1 Assumptions

In preparation of the above scope of services and estimated project costs, the following assumptions were made:

- The scope of services includes removal and closure of the four USTs located in the tank pit on the northeast portion of the site. If other USTs are discovered during the Geophysical Survey or during other grading activities, a change order will be prepared for additional UST closure services.
- Delineation or corrective action of source areas is not included in the scope of services of this proposal.
- Additional tasks not specified in this proposal such as but not limited to GEPD USTMP CAP-A or preparation of other reports are not included in the scope of services of this proposal.
- Client will provide to Terracon, prior to mobilization, legal right of entry to the site (and other areas if required) to conduct the scope of services.
- Services can be performed during normal business hours (Monday through Friday, 7:00 am to 7:00 pm).
- Traffic control is not included in the scope of services.
- If soil disposal is required, Terracon assumes that the soils can be live loaded into trucks.

If any of these assumptions or conditions are not accurate or change during the project, the stated fee may be subject to change.

4.2 Limitations

Site Access and Safety

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client

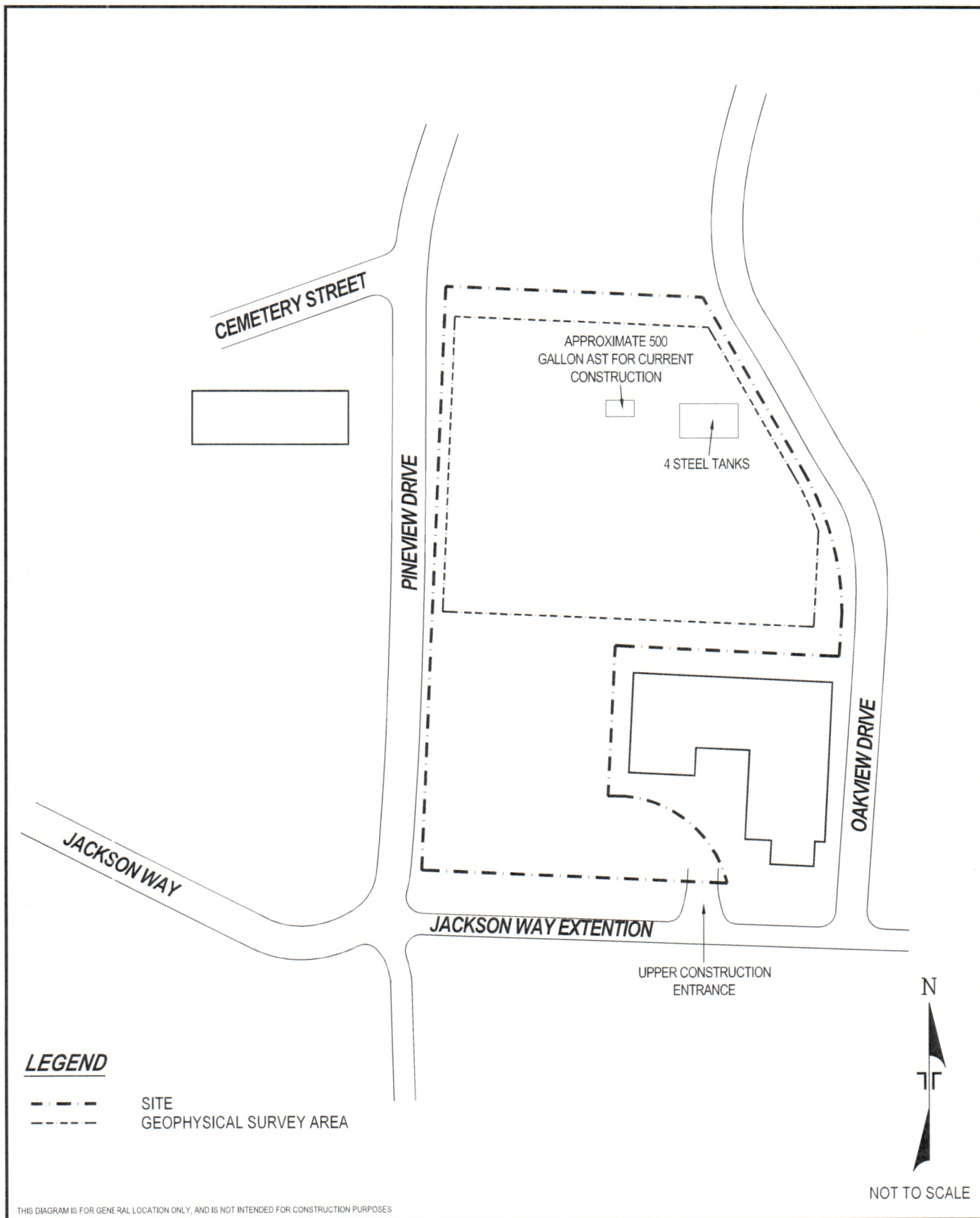
acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Terracon's services will be performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographic area during the same period. Terracon makes no warranties, express or implied, regarding its services, findings, conclusions or recommendations. Please note that Terracon does not warrant the services of laboratories, regulatory agencies or other third parties supplying information used in the preparation of the report. These services will be performed in accordance with the scope of services agreed with you, our client, as set forth in this proposal and are not intended to be in strict conformance with ASTM E1903-11.

Certain indicators of subsurface impacts may be inaccessible, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, petroleum products, or other latent conditions beyond those identified during this assessment. Subsurface conditions are subject to spatial and temporal variability. Our findings, conclusions, and recommendations will be based solely upon data obtained at the time and within the scope of these services.

4.3 Reliance

The scope of services will be performed for the exclusive use and reliance of the client. Use or reliance by any other party is prohibited without the written authorization of client and Terracon Consultants, Inc. (Terracon). Reliance on the findings by the client and all authorized parties will be subject to the terms, conditions and limitations stated in the proposal, report, and Terracon's Agreement for Services with the City of Powder Springs.



THIS DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Project Mngr: LEH	Project No.	 2105 Newpoint Place, Ste. 600 Lawrenceville, GA 30043 (770) 623-0755 (770) 623-9628	SITE DIAGRAM UST CLOSURE 4481 PINEVIEW DRIVE POWDER SPRINGS, GA	FIG. No.
Drawn By: RLW	Scale AS SHOWN			2
Checked By: LEH/MF:F	File No.			
Approved By: LEH	Date SEPT. 2023			