

Federal Tax ID (FTI) No.: 31-0885550

BURGESS & NIPLE

5085 Reed Road | Columbus, OH 43220 | 614.459.2050

Ms. Tina Mohn
City of Columbus
Department of Recreation & Parks
1111 E. Broad Street, Suite 101
Columbus, OH 43205

Re: Proposal No. 13-1114(R)
Ohio EPA Technical Assistance,
VAP Phase II Property Assessment,
Human Health Risk Assessment,
and NFA Submittal
Saunders Park, Columbus, Ohio

September 3, 2013

Dear Ms. Mohn:

Burgess & Niple, Inc. (B&N) is pleased to submit this Proposal to the City of Columbus Department of Recreation & Parks (the City) for conducting a Phase II Property Assessment (PA) and Human Health-Based Risk Assessment for the Saunders Park (Property). The scope of work will follow the Ohio Environmental Protection Agency's (EPA's) Voluntary Action Program (VAP) protocol.

I. SCOPE OF SERVICES

The following presents a scope of work based on the outline agreed upon between B&N and the City.

Upon receipt of written authorization to proceed from the City, B&N will provide the following services:

A. Ohio EPA Technical Assistance (TA)

As discussed per the meeting between B&N and the City, the Ohio EPA is aware of the work that has been conducted at Saunders Park. B&N recommends the City enter into TA with the Ohio EPA VAP. The purpose of the TA is to open communication with the Ohio EPA prior to continuing additional field investigation at the Property and obtain concurrence with the Ohio EPA VAP regarding the continuing field investigation. As discussed previously, entering into TA with Ohio EPA VAP does not constitute entering the VAP. B&N will prepare and submit the TA application on behalf of the City and will prepare the Work Plan for the Phase II PA for submittal to the Ohio EPA. In addition, B&N will attend all meetings between the Ohio EPA and the City.

B. VAP Phase II PA

B&N will initiate a VAP Phase II PA for the Property in conformance with the Ohio VAP protocol outlined under the Ohio Administrative Code (OAC) 3745-300-07. Preparation of the VAP Phase II PA will include the following:

1. Prior to initiating field activities, B&N will prepare a Health and Safety Plan (HASP) and contact the Ohio Underground Utilities Protection Service (OUPS) to locate on-site utilities.
2. Drill 10 to 15 soil borings, advanced using direct push technology, to an approximate depth of 3 feet, or 36 inches below ground surface (bgs). Soils will be collected from the 0- to 12-inch interval, the 12- to 24-inch interval, and the 24- to 36-inch interval. Soils from each of intervals will be submitted to a VAP-certified laboratory for analysis of the following:

- a. Polynuclear hydrocarbons (PAHs) by U.S. EPA Method 8270; and
- b. VAP metals, which includes: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, cyanide, lead, mercury, nickel, selenium, silver, thallium, vanadium, and zinc by U.S. EPA Methods 6000/7000.

It should be noted that dioxins were not included in the analyses as previous investigation indicates the presence of low-level dioxins and furans detected in the surface soils at the Property do not add much to the risk at the Property. The primary driver of the risk at the Property is arsenic, and to a lesser extent, lead and benzo(a)pyrene. Based on information gathered by B&N, at the turn of the century, lead arsenate was the major pesticide manufactured and used. Concentrations of arsenic and lead in soils at the Property indicate lead arsenate was likely produced on the former Smith Agricultural Chemical property and disposed on portions of the current Saunders Park property.

Collection of soil samples will follow proper quality assurance/quality control (QA/QC) protocol whereby duplicates and equipment blanks (where necessary) will be collected and submitted for analysis along with the soil samples. Soil results will be compared with Ohio EPA VAP single chemical generic direct contact soil standards for residential, commercial, and construction worker standards. In addition, soil sampling results will also be compared with the previously-calculated recreational standards.

- 3. Install seven monitoring wells concurrently with the direct push probes. Monitoring wells will be installed in accordance with the Ohio EPA's *Technical Guidance Manual for Hydrogeologic Investigations and Groundwater Monitoring (rev. 2012)*. Monitoring wells will be properly developed and sampled per the *Guidance Manual*, and samples will be submitted to a VAP-certified laboratory for analysis of the following:
 - a. PAHs by U.S. Method 8270; and
 - b. VAP metals by U.S. Methods 6000/7000 series;

Two rounds of groundwater monitoring will be conducted to determine temporal and spatial variability of groundwater at the Property. Proper QA/QC protocol will be followed whereby duplicate and equipment blanks will be collected during each sampling even. Groundwater results will be compared with VAP Unrestricted Potable Use Standards (UPUS).

- 4. Results of the VAP Phase II PA will be compiled in the Phase II PA report in conformance with VAP protocol.

C. Human Health Risk Assessment (HHRA) Calculations

Utilizing the analytical results collected during the Phase II PA, the 95 percent upper confidence limit (UCL) will be recalculated based on the newly obtained data. The UCL will then be compared with soil analytical results to determine which, if any, of the results are considered outliers and can be removed from further assessment. The 95 percent UCLs will then be used in the development of a HHRA, which will assess risk to potential receptors to chemicals of concern (COCs) at the site through multiple exposure pathways. B&N will meet with City representatives to discuss the assessment and present possible remedial options.

D. Remedial Action Plan (RAP)

Upon completion of discussions regarding remedial options with the City, B&N will complete a RAP for review by the City. The RAP will outline the remedial steps necessary to meet VAP standards for the submittal of a No Further Action (NFA) letter for obtaining a Covenant Not to Sue (CNS) for the Property.

E. NFA Letter

If the City enters into the VAP, a NFA letter will be submitted to Ohio EPA for review. The Ohio EPA NFA review costs are the responsibility of the City of Columbus.

II. PROFESSIONAL FEES

We propose to complete these services on the basis of the hourly rates as shown on Attachment 1, plus reimbursable expenses. Reimbursable expenses are defined as reasonable out-of-pocket costs attributable to services such as travel, subsistence, technology charges, and reproduction costs as shown on Attachment 2. We estimate that the cost of these services will be as follows:

	Task	Estimated Fee
A.	Ohio EPA Technical Assistance	\$8,000 - \$10,000
B.	VAP Phase II Property Assessment	\$50,000 - \$60,000
C.	Human Health Risk Assessment Calculations	\$25,000 - \$30,000
D.	Remedial Action Plan	\$10,000 - \$12,000
E.	No Further Action Letter	\$25,000 - \$30,000
	Total	\$118,000 - \$142,000

Invoices will be issued monthly and are payable upon receipt. Overtime will be invoiced at 1.5 times the normal rate for nonexempt employees. B&N may cease work or withhold delivery of final product if payment is not current. If work is halted due to nonpayment, additional costs incurred for restaffing the project will be billed as an additional fee.

If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled.

III. ADDITIONAL SERVICES

Additional services will only be performed by B&N upon submission and approval of an agreed Scope of Work and associated professional fee. Such additional services could include, but are not limited to, fieldwork oversight, evaluation of remedial alternatives, or additional client/Ohio EPA meetings.

IV. STANDARD OF PERFORMANCE

A. Professional Services

B&N shall perform its services in accordance with the standards for such professional services which prevail in the area in which, and at the time that, those services are rendered. No warranty, guarantee, or representation, either express or implied, is included or intended in any materials, plans, specifications, designs, reports, or other services provided by B&N.

Owner/Client acknowledges that the layout of borings and test locations may be approximate and that Drilling Subcontractor may deviate a reasonable distance from these locations. Drilling Subcontractors will take all reasonable precautions to minimize damage to the site when performing subsurface exploration services. Owner/Client accepts that invasive services such as subsurface drilling, sampling, and testing may damage or alter the site. If required by the Owner/Client, site restoration is the client's responsibility unless specified in B&N's Scope of Services.

All boreholes, test locations, and abandoned wells will be backfilled after completion. The Owner/Client accepts that borehole or test location backfill settlement can occur after a period of time and that any such settlements are the responsibility of the Owner/Client to repair and not the responsibility of B&N or the Drilling Subcontractor.

Drilling Subcontractor will contact the Ohio Utilities Protection Service (OUPS) to locate all public utilities on property. Where appropriate and prudent, B&N will use a private locator service to mark private utilities and subterranean structures. Owner/Client shall provide the location of all known private utilities and subterranean structures at boring and test locations. Drilling Subcontractor shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Owner/Client agrees to the fullest extent permitted by law, to hold harmless and indemnify B&N from against all claims, liabilities, losses, damages, and costs including, but not limit to, attorney's fees, arising out of or in any way connected with damage done to subterranean structures or utilities not identified or accurately located.

B. Insurance

The insurance maintained by B&N is summarized below:

1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
2. During the term of this Agreement B&N will maintain in full force and effect the following insurance coverages and will provide to the City certificates confirming such coverage, upon request:
 - a. Public liability and automobile liability insurance in an amount not less than \$1,000,000 on account of any one accident or occurrence.
 - b. Property damage liability insurance in an amount not less than \$1,000,000 for damages on account of any one accident or occurrence.

- c. Excess Liability Umbrella form for bodily injury and property damage in an amount not less than \$15,000,000.
- d. Professional liability insurance in an amount not less than \$10,000,000 for damages on account of any claims for negligent acts, errors, or omissions.

C. Client Responsibility

To the extent permitted by state and local law, the City agrees to assume all responsibility for damages, losses and expenses, and delays out of any negligent acts, errors, or omissions by employees of the City on the subject project.

B&N agrees to assume responsibility for any and all claims and damages arising out of any negligent act or omission by B&N on the subject property.

This contract will be governed by the laws of the State of Ohio.

V. VALIDITY AND RESPONSE

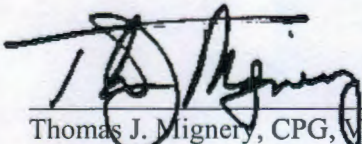
This Proposal is valid if authorized on or before October 15, 2013.

We appreciate the opportunity to submit this Proposal and look forward to working with you on this project. If you are in accord with the preceding outline, please acknowledge by signing below and returning one copy as our authorization to proceed.

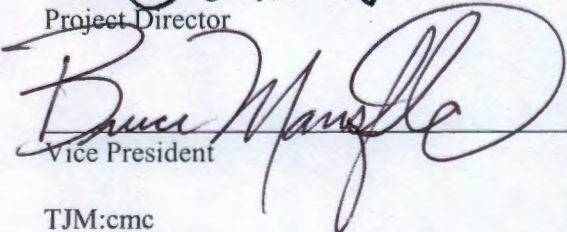
Respectfully,

BURGESS & NIPLE, INC.

**CITY OF COLUMBUS
DEPT. OF RECREATION & PARKS**



Thomas J. Mignery, CPG, MAP CP
Project Director



Vice President

Date

TJM:cmc
Attachments

ATTACHMENT 1

**BURGESS & NIPLE, INC.
2013 HOURLY RATES**

	<u>Minimum</u>	<u>Maximum</u>
Principals/Associates	\$175	\$300
Project Director	\$150	\$216
Staff Consultant	\$150	\$216
Senior Staff		
Architect	\$130	\$204
Chemical Engineer	\$130	\$204
Civil Engineer	\$130	\$204
Electrical Engineer	\$130	\$204
Environmental Engineer	\$130	\$204
Environmental Scientist	\$130	\$204
Geotechnical Engineer	\$130	\$204
Hydrogeologist	\$130	\$204
Geologist	\$130	\$204
Instrumentation Engineer	\$130	\$204
Mechanical Engineer	\$130	\$204
Sanitary Engineer	\$130	\$204
Structural Engineer	\$130	\$204
Staff Categories		
Administrative Aide	\$55	\$103
Architect	\$80	\$180
CADD Operator	\$60	\$108
Chemical Engineer	\$95	\$180
Civil Engineer	\$85	\$180
Clerical	\$55	\$88
Designer	\$80	\$155
Drafter	\$55	\$103
Electrical Engineer	\$90	\$191
Engineering Aide	\$55	\$88
Environmental Scientist	\$70	\$185
Environmental Technician	\$55	\$124
Estimator	\$80	\$160
Geologist	\$70	\$175
Geotechnical Engineer	\$85	\$175
Hydrogeologist	\$85	\$175
Instrumentation Engineer	\$85	\$175
Mechanical Engineer	\$85	\$175
Project Representative	\$65	\$165
Sanitary Engineer	\$80	\$165
Structural Engineer	\$85	\$180
Surveyor	\$70	\$165
Surveyor Crewman	\$55	\$113
Technician	\$55	\$124

ATTACHMENT 2

**BURGESS & NIPLE, INC.
2013 REIMBURSABLE COSTS**

1. Local travel (auto) 56½¢ per mile

2. Other Owner-authorized travel including meals and lodging At cost

3. Technology charges will be billed as follows: \$4.50 per labor hour

4. Owner-authorized subcontracted work Cost plus 10% markup

5. Other reimbursable expenses At cost