STS CONSULTANTS

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LST07015

September 21, 2006

Ms. Arlene Furuseth
Project Leader
Minnesota Pollution Control Agency
714 Lake Avenue, Suite 220
Detroit Lakes, MN 56501

Re: Proposed Work Plan for FY 07 Responses to Leak 15,656 at Alex Exhaust;
STS Proposal 200602721

Dear Ms. Furuseth:

STS Consultants, Ltd. (STS) appreciates your interest in having our firm conduct a Limited Site Investigation (LSI) at the above referenced site in Alexandria. Background information available to STS indicates that a release of petroleum (Leak 15,656) was identified in the course of a property transaction environmental review. It is likely the environmental review was conducted by Minnesota Department of Transportation (Mn/DOT), because Mn/DOT completed a 20 foot deep Geoprobe boring extended in the road right-of-way along the site's southern property boundary. The Geoprobe boring did not encounter groundwater, but contamination was identified in the boring. Mn/DOT work in the right-of-way included improvements to the existing Highway 29 corridor, and replacement of storm sewer along the alignment. STS was retained by Mn/DOT to document soil excavation for soil correction/sewer replacement work. Within the Mn/DOT work limits, 1500 cubic yards of petroleum impacted soil was removed. The severity of impacts at the release point, and extent of impacts related to Leak 15,656 have not been defined. STS proposes to conduct an LSI to define the extent of severity of impacts at this site.

The Mn/DOT is not considered a responsible party for this site, as defined in Minnesota Statutes Chapter 115C.021, subpart 3a. STS has no prior or current working relationship with the identified responsible party, based on review of the MPCA remarks screen information. A search of our geospatial database did not identify past projects within one mile of the work location, except for the Mn/DOT project mentioned above. Based on our review of past client and work location records, we provide the following statement:

> To the best of STS Consultants, Ltd.'s knowledge, no conflict of interest would be created by this firm's performance of work for the State at this site. To the best of the firm's knowledge, no relationship exists between this firm, its parent companies, affiliates, subcontractors and subsidiaries, or any potentially responsible persons involved with this site.

In the event a potential for conflict of interest becomes apparent in the course of conducting work on behalf of MPCA at this site, you will be notified so that the correct measures can be taken. At present, STS proposes to conduct site investigation and complete an LSI report.

Task 01 - Site Investigation

STS will conduct an LSI for this site. The STS project manager will need to contact the site owner, and possibly adjoining property owners to request an access agreement for this purpose. STS anticipates that the investigation drilling work will be subcontracted by us, as no state drilling contractor is available at present. A request for bid (state solicitation) document will be prepared by STS to solicit bids from interested drilling contractors.

The LSI field work will consist of approximately six soil borings to a depth of approximately 35 feet below ground surface. This is based on an estimated groundwater depth of 25 to 30 feet below ground surface.

One of the soil borings will need to extend 20 feet below groundwater to evaluate stratigraphy. STS will provide an environmental technician to screen soil samples with a photoionization detector (PID) and prepare selected soil samples for laboratory analysis. We anticipate that ten soil samples will be submitted to the laboratory and analyzed for benzene, toluene, ethylbenzene, xylenes (BTEX) and gasoline range organics (GRO), and also for diesel range organics (DRO) using a state contract laboratory. A BTEX/GRO methanol blank will be submitted for laboratory analysis as a quality assurance measure.

Borings that encountered groundwater will include collection of a groundwater sample from a temporary PVC well placed in the borehole. We hope to leave at least three of these temporary wells in place at least overnight to allow for collection of a "stabilized" groundwater elevation. We anticipate that six groundwater samples, and a field equipment rinsate blank will be submitted for laboratory analysis of volatile organic compounds (VOCs), GRO and DRO.

STS will conduct a vapor intrusion investigation during the LSI field work. This will consist of five soil vapor probes, driven into the subsurface to allow for collection of VOCs following Method TO-15. STS will record observations concerning land use in the exploration area, in order to evaluate the potential for at-risk receptors of contaminant vapor, and to evaluate the appropriate inhalation standard to use when reviewing analytical data from soil gas samples. The properties west, south and east of the site are typified by commercial land uses; some residential land use may exist north of the property. STS will collect photographs during the investigation, to document land use and site configuration.

Other duties to be completed during the LSI field work include a walking well survey for evaluation of groundwater receptor risks, and a level-loop elevation survey of all borings and temporary well riser pipes.

Task 02 - Documentation

STS will prepare documents throughout the service period. These will include correspondence associated with access agreement requests and processing, and the solicitation, selection, and retention of a subcontracted drilling firm. Project status reports and project updates will be provided to the MPCA on a regular basis, including the status summary associated with each (approximately monthly) invoice submittal to MPCA.

The major effort involved in this task will be completion of an LSI report form (MPCA Guidance Document 4-06) that includes a site layout diagram and geologic cross-section diagrams. If groundwater impacts are identified, the LSI report will provide recommendations concerning the rationale and scope for additional investigation. The recommendations will be based on the site findings and MPCA policy for leaking underground storage tank sites at the time of report submittal.

Project Team

The STS project team worksheet found attached identifies the key STS staff proposed to serve this project. The STS project manager, Tim Grape, was involved during the Mn/DOT soil excavation work, and is familiar with the site. The specific identities of STS field staff assigned to this project will be identified on each STS invoice, along with the applicable staff classification.

Project Schedule

STS is prepared to proceed immediately upon your authorization of this work. Upon issuance of a work order to STS, we will initiate access agreement requests with the property owners to be affected by LSI field work. A solicitation for drilling services will be prepared by us for your review; this will be sent out to

four or more exploration firms for bidding. We anticipate that the LSI field work can be conducted approximately two months following the issuance of a work order by MPCA. Factors outside our control may change the work schedule; STS will notify you if this is the case. We will complete the LSI report for submittal to you by the June 30, 2007 end of the current fiscal year, based on currently understood field schedule.

Cost Estimate

The attached work plan cost proposal worksheet provides a calculation of the costs associated with the proposed work scope. This calculation includes an estimated allowance for subcontracted drilling services, based on our currently proposed work scope and the typical costs associated with this form of investigation. We have included calculations of the state contractor laboratory fees (see attached) associated with analysis of soil, groundwater, and soil vapor samples as proposed by us. In the event the proposed work scope does not adequate define the extent of impacts, additional investigation can be accomplished through issuance of a change order or work order amendment as appropriate. We anticipate that relatively small changes in the work scope can be accommodated rapidly through issuance of a change order, and we can pass a change order to the drilling contractor while still no-site under a single mobilization.

Closing

Thank you for your consideration of our work plan to conduct an LSI at Alex Exhaust, and your time spent reviewing this work plan. If you have questions concerning the project, please contact Tim Grape of STS by calling 763-315-6318 to discuss. We would enjoy hearing from you.

Sincerely,

STS CONSULTANTS, LTD.

Timothy J. Grape, P.G.
Project Manager

Michael T. Russell, P.E.
Regional Vice President

SJC/dn
Encs.

LK#15,656
Alex Exhaust
STS Proposal 200602721

STS PROJECT TEAM

TASK # and DESCRIPTION	STAFF CLASSIFICATION				
	PROJ. MANAGER	ENGINEER	SCIENTIST	TECHNICIAN	DRAFTER
01 - Site Investigation	Tim Grape	Bob DeGroot	Tim Grape, Steve Carlson	Matt Beckman, Jason Rowe	Teri Kranz
02- Documentation	Tim Grape	Bob DeGroot, Gayle Blizil	Steve Carlson, Anthony Coryell	Jason Rowe	Teri Kranz

NOTES: **n/a** indicates this staff classification is not anticipated to apply to the specified task.
Field effort by the Project Manager would be billed at the lower, Scientist rate

Laboratory Work Plan Cost Estimate For:

SOIL SAMPLES

ANALYTE	NUMBER of SAMPLES	Northeast Technical Services
BTEX	10	$32.00
DRO	10	$32.00
GRO		$32.00
VOC		$88.00
Lead		$10.60
RCRA's		$104.00
Total Lab Costs:		**$640.00**

NOTES: Per contract provisions and rates, the cost for GRO analysis includes quantitation of BTEX.

Laboratory Work Plan Cost Estimate For:

AIR SAMPLES

SERVICE	NUMBER of SAMPLES	PACE Analytical	NOTES
6 liter can	5	$50.00	per week
Flow reg.	2	$35.00	per week
TO-15	5	$225.00	62 cmpds.
TO-15S		$235.00	(16 low lev.)
TO-3		$70.00	(BTEX)
TO-14		$180.00	(39 VOCs)
Total Lab Costs:		**$1,445.00**	

NOTES: Per contract provisions and rates, the cost for GRO analysis includes quantitation of BTEX.

Laboratory Work Plan Cost Estimate For:

WATER SAMPLES

ANALYTE	NUMBER of SAMPLES	Northeast Technical Services
BTEX		$32.00
DRO	7	$32.00
GRO	7	$32.00
VOC	7	$88.00
Lead		$10.60
RCRA's		$96.00
Total Lab Costs:		**$1,064.00**

NOTES: Per contract provisions and rates, the cost for GRO analysis includes quantitation of BTEX.

LEAK #15,656
STS Proposal 200602721

FY 07 Work Plan Cost Proposal Spreadsheet

Site Name: Alex Exhaust
Site Location: Alexandria

	TASK	Frequency or Units	Hours: Project Manager	Engineer	Scientist	Field Technician	Drafting Technician	Other Contractors: Subcontractors	State Contractors	Expenses: Vehicle use per mile	"Per Diem" Lodging/ Meals	Materials/ Rental Equipment	Time Total	Total Value	Comments
			$ 107.34	$ 90.85	$ 86.52	$ 58.27	$ 64.41	$ 1.00	$ 1.00	0.445	$ 1.00	($)	(hours)	($)	
Site Investigation															
1	**STS labor as needed**	As needed	12.00	2.00	16.00	32.00	4.00						66.00	$ 4,976.38	Subcontracting and soil boring oversight
	STS equipment and expenses	One mob.								$ 150.00	$ 350.00	$ 500.00		$ 1,000.00	PID meter use, boring surveying, travel & per diem charges for one site mobilization
	State Contractor Use, Subcontracted Driller, and expendable sampling supplies provided at cost.	Once						$ 5,500.00	$ 3,149.00			$ 150.00		$ 8,799.00	Soil and groundwater sampling expendables, subcontractor usage, etc.
Total Task 1			$ 1,288.08	$ 181.70	$ 1,384.32	$ 1,864.64	$ 257.64	$ 5,500.00	$ 3,149.00	$ 150.00	$ 350.00	$ 650.00	66.00	$ 14,775.38	
Documentation															
2	**STS Labor as needed**		12.00	12.00	24.00	8.00	4.00						60.00	$ 5,178.56	LSI report, access arrangements, and correspondence described in Work Plan
	Photographs (if / as used in report)	if / as needed										$ 8.00		$ 8.00	Photos at $1.00 each.
Total Task 3			$ 1,288.08	$ 1,090.20	$ 2,076.48	$ 466.16	$ 257.64	$ -	$ -	$ -	$ -	$ 8.00	60.00	$ 5,186.56	
Total Cost Proposal								$ 5,500.00	$ 3,149.00	1,158.00			126.00	$ 19,961.94	

TOTALS	
LABOR	$ 10,154.94
EXPENSES	$ 1,158.00
State & Sub contracts	$ 8,649.00
	$ 19,961.94

Version date: July 28, 2003
Revised: 9/21/2006 by STS