

August 19, 2021

Mr. Jim Maclellan, Professional Engineer
Overstreet & Associates, PLLC
161 Lameuse Street
Biloxi, Mississippi 39530

**Re: Scope of Work/Cost Estimate
Limited Phase 2 Environmental Site Assessment
Ingalls Avenue Subsurface Utility Improvements Project
Pascagoula, Mississippi
LE, LLC Proposal Number 2021-112**

Dear Mr. Maclellan:

Larson Environmental, LLC (LE, LLC) is pleased to submit this proposal to Overstreet & Associates, PLLC (Overstreet) to perform a Limited Phase II Environmental Site Assessment (ESA) / Subsurface Soil and Groundwater Assessment of a specific area of **Ingalls Avenue** between Market Street and a stormwater drainage ditch located approximately 300 feet to the east of Market Street in Pascagoula, Mississippi.

In January 2019, LE, LLC completed a Phase I ESA on behalf of Overstreet of the section of Ingalls Avenue situated to the west of Market Street and extending to DeSoto Street next to the Northrup Grumman Shipyard facility. That Phase I ESA represented part of Overstreet's due diligence effort prior to initiating subsurface utility, surveying and associated infrastructure work along that portion of Ingalls Avenue for the City of Pascagoula. In the Phase I ESA, LE, LLC recommended that some additional environmental assessments be performed in specific parts of the overall project area to address potential concerns associated with historical petroleum releases from Underground Storage Tanks (USTs) and dry cleaner sources that had previously been investigated along Ingalls Avenue. One of those areas was located on the far eastern end of the project at the intersection of Ingalls Avenue and Market Street, where gasoline service stations had historically operated. LE, LLC recommended that, given the history of petroleum releases at (1) the former Poole's Texaco station, (2) the former Stokes Dry Cleaners (adjacent to Poole's Texaco) and (3) the former Quality Used Car facility and Chevron service station (north side of Ingalls Ave.), that a Limited Phase II ESAs be performed near the Market Street and Ingalls Avenue intersection to document whether impacts associated with historical releases

from those adjacent facilities did not encroach upon work areas on the west side of Market Street. This recommendation was offered based on the type of sub grade sewer, water and infrastructure refurbishments that had been planned so that Overstreet and the City of Pascagoula could take more appropriate measures to mitigate “potential health and safety” concerns for construction crews that could be exposed to petroleum vapors while conducting excavations and utility repairs in that area.

At this time, LE,LLC appreciates that subsurface utility refurbishments are now contemplated on Ingalls Avenue on the east side of Market Street. Now, given the closer proximity of the subsurface utility refurbishment work to the aforementioned petroleum release sites, Overstreet has requested that LE,LLC generate a plan to assist in determining whether impacts from those historical release sites could have migrated to or through subsurface utility conduits (or through natural strata) to areas along Ingalls Avenue where the water and sewer repairs are to be performed. Accordingly, LE,LLC has prepared the following scope of work that outlines the procedures and methods that we would use to assess whether petroleum fuel and/or solvent releases from those aforementioned facilities have migrated into the city right-ways along the north and south sides of Ingalls Avenue where sub grade sewer and water facility refurbishments are planned. Data generated from this assessment would be useful to the City of Pascagoula in planning for potential health and safety contingencies for contractors conducting excavation and subsurface utility work along this route “prior” to beginning those activities.

Scope of Work

LE, LLC proposes to perform a Limited Phase II ESA – Subsurface Soil and Groundwater Assessment within a +/- 300-foot portion of the City of Pascagoula’s right-of-way from the intersection of Market Street and Ingalls Avenue east toward a stormwater drainage ditch located on the east side of the dental office at 1622 Ingalls Avenue. The Area of Investigation (AOI), as requested by Overstreet, is included in the site map attached herewith. This proposed Phase II ESA will be “limited” to assessing the subsurface conditions along the City of Pascagoula’s right-of-way “within or along the edge of Ingalls Avenue” and adjacent to those previous gasoline and dry cleaner sites where historical petroleum fuel UST releases and dry cleaning solvent releases have been documented. This assessment will also be limited to a specific line (or series of points) adjacent to the existing subgrade utilities where the City of Pascagoula Engineer (i.e. responsible municipal official) “And” representatives of private utilities provide permission or clearance to LE,LLC to advance soil borings. There will be minimum distances to existing sewer and water lines and other utilities within which city or private utility officials will allow

advancement of subsurface borings. Accordingly, this assessment will be contingent upon establishing, prior to beginning subsurface drilling, those points along the proposed route where damage to existing subsurface utilities and infrastructure will be avoided, to the greatest extent possible, and the health and safety of the workers conducting the site assessment is fully considered.

Within a 300-foot section of the city right-of-way of Ingalls Avenue, LE,LLC proposes to advance soil borings on +/- 50-foot centers to depths of six (6) to eight (8) feet below surface grade (bsg). This amounts to approximately six soil borings along the south margin of Ingalls Avenue and six soil borings along the north margin of Ingalls Avenue [a total of 12 borings]. Soil samples collected from borings advanced to these depths should provide a sufficient amount of vertical coverage over which analytical data from those samples will help determine whether impacts from the adjoining properties have migrated into existing rights-of-way. If Overstreet or the City of Pascagoula require more or less borings along the right-of-way, LE,LLC can accommodate that request.

During the 2019 Phase I ESA, LE,LLC reviewed previous site assessment and corrective action reports for three sites in question near the corner of Market Street and Ingalls Avenue. Delineation of impacts appears to have been achieved within some areas of those facilities. However, this does not preclude the movement and migration of petroleum source mass in the subsurface during past five years, or since the completion of the most recent assessments. In fact, LE,LLC has recently learned from the Mississippi Department of Environmental Quality (MDEQ) that changes in source mass concentrations at the former Poole's Texaco have been significantly reduced in some areas of that property, but have also substantially increased within other areas of the property since a subsurface bioremediation/injection corrective action program began in 2019. This would appear to corroborate LE, LLC's earlier opinion that changes in petroleum source mass concentrations and areas where impacts exist at these sites should provide enough reason to warrant an assessment of the city rights-of-way within which contractors would be working to repair subsurface utilities.

Each of the aforementioned sites utilized primarily gasoline petroleum motor fuels or Perchloroethylene (PERC) in their historical business operations. Accordingly, laboratory analysis of the collected soil and/or groundwater samples from this assessment will include the full suite of Volatile Organic Compounds (VOCs) by EPA Method No. 8260. This suite of compounds includes benzene, toluene,

ethylbenzene and xylene (BTEX) – gasoline fuel indicator compounds. These are the compounds of interest required by the MDEQ’s UST Division for analysis during UST closures. The full suite of VOCs also includes the compound of PERC and its degradation products such as Trichloroethylene (TCE), Dichloroethylene (DCE), Vinyl Chloride, etc. These compounds of interest are required during the EPA and most state regulatory agencies during assessments of dry cleaning facilities and sites that have used PERC. Criteria that will be utilized during this assessment will incorporate guidance specified in the “MDEQ UST Division’s *Guidelines for Permanent Closure of UST Systems – 2009 and the ASTM E1903-97; Standard Guidance for Phase II Environmental Site Assessments*” by a registered professional geologist licensed in the State of Mississippi, and by an MDEQ certified tank closure contractor. LE, LLC's proposed services will include the following:

- Perform a utility clearance (Mississippi One Call) and coordinate with local municipal authorities to specifically locate municipal utilities, electrical and gas conduits, water lines, etc. prior to initiating any drilling activities. LE, LLC assumes no liability for potential or actual damages to subsurface utilities and equipment that the private utility owners and the City of Pascagoula do not identify and reveal to LE, LLC.
- Conduct a limited Phase II ESA by advancing approximately 12 soil borings within the Ingalls Avenue right-of-way adjacent to the existing subgrade utilities. This will include approximately six borings along the south margin of Ingalls Avenue and six borings along the north side of Ingalls Avenue adjacent to the existing utility conduits. These borings will be advanced at locations in areas that representatives of the City of Pascagoula and private utility companies verify with LE, LLC are “safe and acceptable” distances from the existing buried utilities.
- Collect continuous soil samples at each soil boring (at two foot intervals) from the ground surface to a terminal depth of approximately 6-feet to 8-feet bsg for logging and field screening. LE, LLC will field screen the soil samples collected during drilling with an organic vapor analyzer/photo ionization detector (PID). The soil samples from each boring that exhibits the highest PID reading will be collected into a clean laboratory prepared sample container and placed on ice. Soil samples for “screening and laboratory analysis” will be collected from the ground surface to the terminal depth of each boring. If no significant variations in PID readings are recorded from the field screening, soil samples for laboratory analysis will be collected from approximately 4-feet to 6-feet bsg [i.e. a depth approximately equal to and just below the bottom of the existing utility conduits]. Soil samples collected for laboratory analysis will be submitted for VOC analyses by EPA Method #8260.
- LE, LLC also proposes to advance one to two of the soil borings along the south margin of Ingalls Avenue (adjacent to the former Poole’s Texaco and the Stokes Cleaners) to approximately 12-feet to 15-feet bsg for the purpose of converting the boring into a temporary groundwater monitoring well. This would be conducted “only if” organic vapor field screening of collected soil samples reveals elevated PID readings in the first eight feet of the soil column. Given the recently acquired information indicating marked increases in

BTEX concentrations in the areas of the Poole's Texaco where those concentrations reportedly did not previously exist, LE, LLC proposes to install temporary monitoring wells to assess possible impacts to groundwater at/and just below the utility trenches so that potential vapor encroachment through the vadose zone into the trenches can be more thoroughly evaluated. Groundwater samples will only be collected from the wells that yield sufficient volumes of groundwater for appropriate sample collection. Groundwater samples will also be analyzed for VOCs by US EPA Method #8260.

- Remove the temporary wells at the conclusion of the sampling activities, and properly plug and abandon each soil boring and temporary monitoring well.
- Prepare an assessment report that will include a summary of field activities, boring logs for the soil borings advanced, site maps of the boring locations, BTEX and PAH concentrations (if detected), and the tabulated laboratory analytical results for the collected soil and groundwater samples.

Cost Estimate

Based on LE, LLC's experience on similar sites, we estimate that this Limited Phase II ESA scope of work can be performed on a **lump sum - not to exceed cost of \$9,200**. If, however, unforeseen field circumstances (i.e. significantly impacted soil or groundwater conditions), or other considerations that LE, LLC or you deem significant that would warrant a change in the scope-of work and could involve additional assessment or corrective actions that would cause this estimated cost to be exceeded, LE, LLC will notify you for direction immediately before conducting any further work that would potentially exceed this proposed cost estimate.

Schedule

LE, LLC can commence work on the project upon your authorization to proceed. The field work for this Limited Phase II ESA can be completed in one (1) day. Laboratory analytical results are typically received within approximately seven (7) to ten (10) working days. An assessment report can be completed and submitted to you within two weeks of receipt of laboratory results.

Terms and Conditions

LE, LLC will submit an invoice for the proposed amount for this Limited Phase II ESA along with the final report in accordance with the conditions of the attached Professional Consulting Services Agreement (PCSA). Please indicate your acceptance of these terms and conditions by executing the attached PCSA and Client Authorization Statement as notice to proceed. LE, LLC will initiate this project upon receipt of the signed PCSA and written notice to proceed. We will then forward a signed and fully executed PCSA to you for your records.

Should you have any questions regarding this proposal and scope-of-work, please do not hesitate to contact me at (228) 219-2992 at your convenience. LE, LLC appreciates this opportunity to provide you and you with these environmental consulting services.

Yours very truly,
LARSON ENVIRONMENTAL, LLC

A handwritten signature in cursive script, appearing to read "Lars Larson".

Lars Larson, R.P.G.
Principal Geologist

Attachments

STATEMENT OF AUTHORIZATION

Proposal Number: LE, LLC; 2021-112

Proposal Title: Limited Phase II ESA – Subsurface Soil and Groundwater Assessment
Ingalls Avenue Subsurface Utility Project; Pascagoula, MS

Client: City of Pascagoula, Mississippi

Estimated Cost: Ltd. Phase II ESA **\$9,200.00** (Lump Sum)

LE, LLC looks forward to providing the aforementioned environmental consulting services to you for the subject project. Please sign and return the attached Statement of Authorization and PCSA as notice to proceed with this scope of work. LE, LLC will initiate this project upon the receipt of written notice to proceed.

Client

Authorized Signature, Title, Date

Signature

Date

Printed Name and Title

LARSON ENVIRONMENTAL, LLC

Professional Consulting Services Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Independent Contractor Consulting Agreement (the "Agreement") is made and entered into effective as of **September ____, 2021** by and between (**Overstreet & Associates, PLLC**) a company organized under the laws of the State of (**MS**) with an office located in (**Biloxi, Mississippi**) the "Company", and **LARSON ENVIRONMENTAL, LLC** (the "Consultant"). Company and Consultant are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties".

- Services to be Performed. Company hereby engages Consultant to perform, and Consultant hereby agrees to perform, the Services described in the "Engagement Proposal" for services attached hereto, including such other services as may be requested by Company in writing from time to time and agreed to by Consultant. Consultant shall perform such Services to the best of his ability, with the care, skill and due diligence, commensurate with the prevailing professional standard, and otherwise in compliance with Company policies and all federal, state and local laws, ordinances, statutes, rules or regulations which may apply to the Services to be performed hereunder. No other warranty or representation, either expressed or implied, is included in its proposals, contracts or reports.
- Compensation. Company shall pay Consultant for the performance of Services as set forth in the engagement proposal included herewith. Company shall also reimburse Consultant (as invoiced by Consultant) for all travel and other related business expenses reasonably paid or incurred by Consultant during the performance of the Services. Consultant shall submit invoices to Company monthly, or at the conclusion of the project (whichever is mutually agreed upon at the outset of the established scope of work) to the address shown in Article 9. Payment of the invoice is not conditioned upon closing of loans, obtaining financing or any other condition, unless agreed to, in writing, by the Consultant. Interest of 10% per annum (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within **20 days**, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. The Company shall pay any attorney's fees or other costs incurred in collecting any delinquent amount. If litigation (either in court or in a commercial arbitration tribunal) is instituted between the Parties with respect to any part of this Agreement, the prevailing party therein shall be entitled to recover, in addition to all other relief obtained, its costs, expenses, and fees, including reasonable attorney's fees, incurred in such litigation both in trial court and on appeal.
- Equipment, Tools, Materials, or Supplies. Consultant shall supply at its own expense all equipment, tools, materials, and/or supplies necessary to perform the Services, and shall hold the Company harmless from loss of or damage to such equipment, tools, materials and/or supplies, as well as in respect to other property of Consultant, unless the damage was caused by negligent acts or omissions of the Company or the Company's agent(s).
- Independent Contractor. The Consultant, and its employees, affiliates and representatives, if any ("Consultant Personnel"), shall be independent contractor(s) hereunder and shall never be, or be deemed to be, any other legal status. Consultant has no authority to enter into any contract or agreement on behalf of Company or otherwise to obligate Company in any way. Consultant retains the sole and exclusive right to direct and control the means and methods by which the Services are performed, with the Company retaining the right to demand a specific work product from the Consultant delivered in conformity with the terms of this Agreement.
- Payroll Taxes and Burdens. No payroll or employment taxes of any kind shall be withheld or paid by Company with respect to payments to Consultant. Neither Consultant nor Consultant's Personnel are

eligible to participate in any employee pension, insurance or other fringe benefit plan of Company. Likewise, no workers' compensation insurance has been or will be obtained by Company for Consultant or its Consultant Personnel and Consultant covenants to comply with all applicable laws in that regard.

6. Initial Term and Termination. This Agreement shall be effective on the date first above written and shall continue in effect until **(October 30, 2021)**, unless extended in writing by the mutual agreement of the Parties. Either Party may terminate this Agreement without cause by providing fifteen (15) days prior written notice to the other Party, to the extent that such notice does not result in early termination of the initial term of this agreement. If this Agreement is terminated by either Party, all amounts owed Consultant for Services performed through the effective date of termination, including any previously approved expenses, shall be paid by Company to Consultant within fifteen (15) days of Company's receipt of a final invoice from Consultant. In the event that the Company requests termination of the work prior to completion of a report, the consultant reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date.

7. Confidential and Proprietary Information. Consultant acknowledges that Company's business is highly competitive and that Company's assets, projects, services, processes, procedures and pricing techniques, the names of and other information concerning Company's customers and business affiliates, all comprise confidential business information and trade secrets of Company which are valuable, special, and unique proprietary assets of Company ("Confidential Information"). Confidential Information shall also include all information disclosed to the Consultant during the term of this Agreement which relates to Company's past, present or future research, development, or business activities; but shall exclude (i) information that is in the public domain, (ii) is disclosed to Consultant by a third party having the lawful right to do so, (iii) is independently developed by Consultant without reliance on or reference to the Confidential Information, or (iv) is authorized to be disclosed by Consultant with the prior written consent of Company. Consultant further acknowledges that protection of Company's confidential business information and trade secrets against unauthorized disclosure and use is of critical importance to Company in maintaining its competitive position. Accordingly, Consultant hereby agrees that it will not, at any time during or after the term of this Agreement, make any unauthorized disclosure of any confidential business information or trade secrets of Company. Consultant and Company understands and agrees that it shall only use confidential and proprietary information of the other party to perform its duties under this Agreement and that it shall not directly or indirectly use, or suffer, permit or cause to be used, any of the other party's confidential information whatsoever. Consultant and Company shall exercise reasonable efforts to ensure that confidential treatment will be accorded to such information. In the event that Consultant or Company becomes legally compelled to disclose any of the other party's confidential or proprietary information to third parties not contemplated above, Consultant or Company, as the case may be, shall provide the non-disclosing party with prompt notice before such information is disclosed so that the non-disclosing party may seek, before such disclosure is made, a protective order or other appropriate remedy or in the alternative waive compliance with this provision of this Agreement. Information in the public domain or obtained from a third party that is not itself under an obligation of confidentiality is not to be considered confidential information. All reports, contracts, business models, and other tangible evidence of Consultant's work product prepared hereunder shall be and always remain the exclusive property of Company.

Consultant's work product existing prior to, or developed outside of, the scope of this Agreement shall be and always remain the exclusive property of Consultant.

8. Indemnification

- a. Consultant shall indemnify, defend and hold Company and its affiliates, and their officers, directors, employees, agents and representatives, harmless from and against any and all liability, loss and expense, including injury to or death of persons or damage to property, to the extent attributable to negligent acts or omissions of Consultant and Consultant's Personnel pursuant to this Agreement.
- b. Company shall indemnify, defend and hold the Consultant and its affiliates, and their officers, directors, employees, agents and representatives, harmless from and against any and all liability, loss and expense arising from injury to or death of persons or damage to property, to the extent attributable to the negligent acts or omissions of Company or the willful misconduct of Company.
- c. The above, notwithstanding to the contrary, any claim or recovery against consultant shall be limited to amounts paid hereunder for the past 12 months. Company waives all claims for consequential damages, lost profits or punitive damages.
- d. Consultant has neither created nor contributed to the existence of any hazardous, radioactive, toxic or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Accordingly, notwithstanding any other provision herein, the liability of the consultant, its employees, subcontractors and agents for any injury or loss arising from any such pre-existing or Company generated dangerous substance or condition at or near the project site, shall not exceed \$5,000. The consultant, its employees, subcontractors and agents shall not be liable for indirect or consequential damages, including without limitation loss of use and loss of profits. In addition to the limitations set forth above, and notwithstanding any other provision herein, the liability of the Consultant, its subcontractors and agents shall be limited to injury or loss to the extent caused by the negligence of the Consultant, its subcontractors and/or agents hereunder, and the liability of the Consultant for injury or loss arising from (1) professional errors or omissions and/or (2) environmental impairment or pollution and/or (3) radiation, nuclear reaction, or radioactive substances or conditions shall not exceed \$5,000. The liability of the Consultant, its subcontractors and agents for any other claim(s) of any kind shall not exceed the fee for services. Increased liability limits may be negotiated upon the Company's written request, prior to commencement of services, and agreement to pay an additional fee.

9. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effective upon delivery by hand, by facsimile, or by mail to the address shown below:

If to Company: **Overstreet & Associates, PLLC**
161 Lameuse Street
Biloxi, MS 39530

If to Consultant: **LARSON ENVIRONMENTAL, LLC**
9045 East Floyd Ave.
Denver, CO 80231
Telephone: (228) 219-2992
E-mail: larslarson28@gmail.com
Attention: Lars Larson

10. Assignments and Subcontracts. Neither Party may assign or subcontract any right or obligation under this Agreement without the prior written consent of the other Party.
11. Insurance. Consultant shall maintain, at a minimum, the following insurance coverage and shall arrange to have Company named as an additional insured on such policies:
- a. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence.
 - b. Before any Services begin, Consultant will furnish, if requested, properly executed certificates of insurance or endorsements to the company. The Company must name the Consultant as an additional insured on Company's Commercial General Liability policy. An authorized representative of the insurance company shall execute the foregoing. Additional insured means, naming the Consultant as an insured under the liability coverages with respect to the Services under the Agreement and providing that such insurance is primary to any liability insurances covered by Company. Company shall obtain a waiver of subrogation from Company's insurance carrier as to Consultant.
 - c. Company shall be furnished at least thirty days prior notice of any non-renewal and/or cancellation and/or reduction in limits or material change in any of the required coverages.
12. Miscellaneous. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any previous understanding, whether oral or written. This Agreement may not be changed, modified or amended except in a writing signed by the Parties hereto. In the event any provision of this Agreement is held to be invalid or

otherwise unenforceable, the validity and enforceability of the balance of this Agreement shall remain unaffected.

The Parties hereto have executed this Agreement the day and year first above written.

"Consultant"

"City"

Larson Environmental, LLC

(City of Pascagoula, Mississippi)

By: _____

By: _____

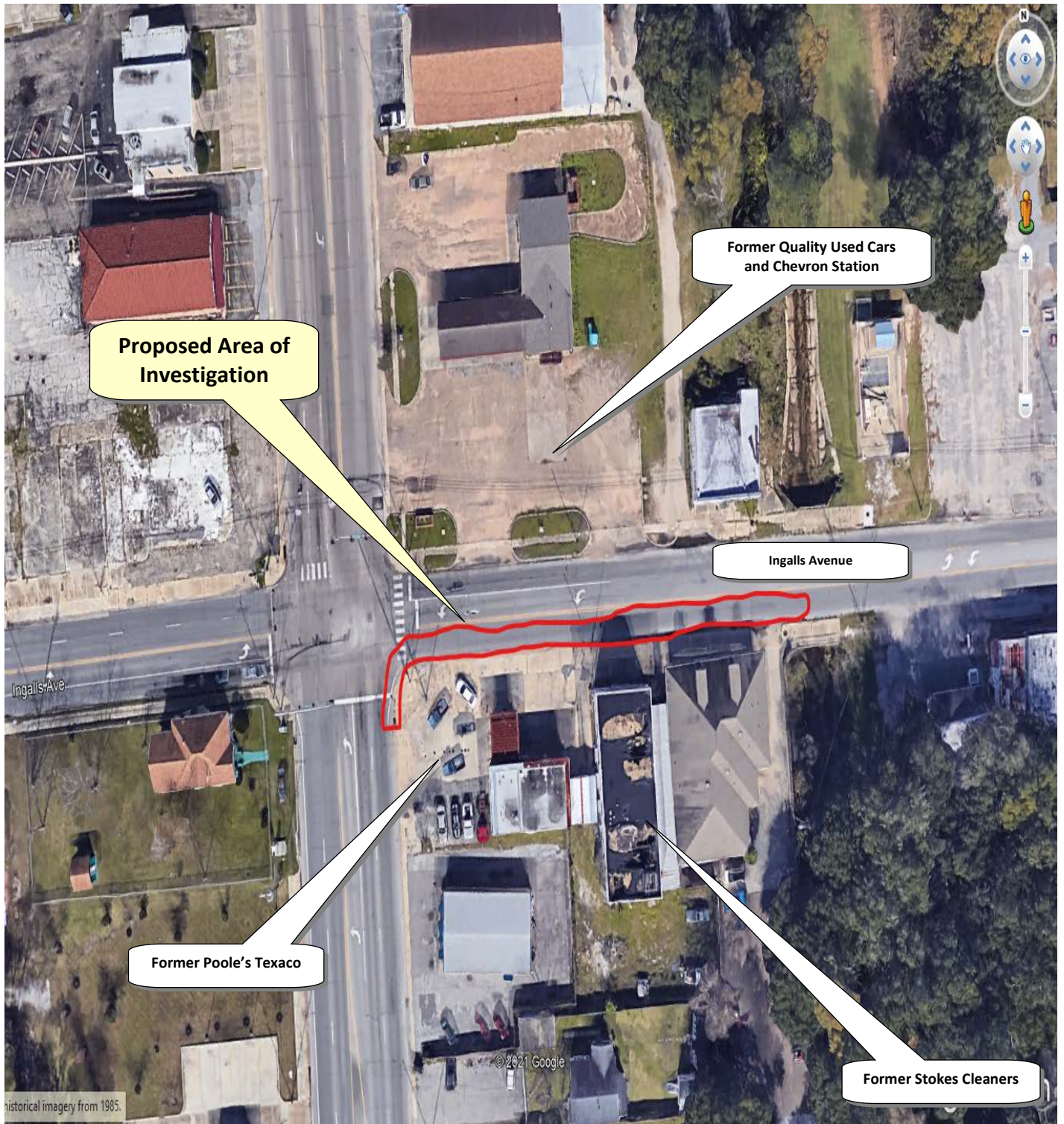
Name: Wendell (Lars) M. Larson, II

Name:

Title: President

(_____) Title:

(_____)



LARSON ENVIRONMENTAL, LLC

9045 East Floyd Avenue | Denver, CO 80231 | Tel: 228.219.2992

Drawn by:	LL	Checked by:	LL	Scale:	NTS	Date:	8/19/2021	Project No.:	2021-112	
Project:	Limited Phase II ESA – Ingalls Avenue Subsurface Utility Project, Pascagoula, MS									
Title:	Project Location Map								Map No.:	1