City of Stoughton, 207 S. Forrest Main Street, Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into an agreement with True North Consultants for Site Investigation Services for the Former Public Works Facility

Committee Action: Finance Committee – -0 (with Mayor voting yes)

Fiscal Impact: $18,605

File Number:	R-129- 2020	**Date Introduced:**	August 25, 2020

WHEREAS, the DNR has directed the City to conduct further site investigation at the former Public Works Facility at 501/515 S. Fourth Street; and:

WHEREAS, the City has obtained proposals from four environmental consulting firms for services related to the site investigation ranging in pricing from $18,605 to over $30,000; and

WHEREAS, approximately $34,000 remains from the building demolition project budget, and

WHEREAS, the Finance Committee has met and recommends entering into an agreement with True North Consultants for site investigation services for an initial estimated cost of $18,605; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be hereby directed and authorized to enter into an agreement with True North Consultants for an estimated cost of $18,605 using remaining funds from the building demolition project.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: August 19, 2020

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Site Investigation Services – Former Public Works Site

In July, the City received notification from the DNR that the City is responsible to further investigate the former Public Works Facility. The Phase II Environmental Assessment completed as part of a grant revealed contamination that requires additional evaluation.

As recommended by the DNR directive, the City is working to hire an environmental consultant. We have received and reviewed proposals from four firms for the investigation process. All firms have experience with this type of investigation and associated reporting requirements to the DNR. The proposals varied in methods and pricing. The proposals ranged from $18,605 to over $30,000. Once a firm is hired, they will prepare a Site Investigation Work Plan that will be submitted to the DNR. Following DNR input, the scope of services may need to be adjusted.

After review of the proposals, we recommend proceeding with True North Consultants for an initial estimated cost of $18,605. We recommend using the remaining funds from the former Public Works building demolition project (approximately $34,000 remaining) that came in under budget.

If you have any questions, please contact me.

City of Stoughton, 207 S. Forrest Main Street, Stoughton WI 53589

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Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

TRUE NORTH
CONSULTANTS

525 Junction Road, Suite 1900
Madison, WI 53717

P: 608 234 5092
F: 608 237 2453

mail@consulttruenorth.com

August 10, 2020

Mr. Rodney Scheel
City of Stoughton
Department of Planning & Development
207 S. Forrest Street
Stoughton, WI 53589

RE: Proposal for Site Investigation Services
Stoughton Public Works Garage
501 & 515 South 4th Street
Stoughton, Wisconsin
Proposal # T2002-059

Dear Mr. Scheel:

True North Consultants, Inc. (True North) is pleased to provide this proposal to site investigation services at the Stoughton Public Works Garage property located at 501 & 515 South 4th Street in Stoughton, Wisconsin (*property*, see **Figure 1**). The following sections of this proposal present the purpose of the assessment, scope of services, estimated costs, schedule, and limitations.

PURPOSE OF ASSESSMENT

A Phase II Environmental Site Assessment (ESA) was completed by AECOM Technical Services, Inc. (AECOM) in May 2020 for the Wisconsin Department of Natural Resources (WDNR). The Phase II ESA was completed to investigate the potential for soil and groundwater impacts relative to *recognized environmental conditions* that were identified in a Phase I ESA conducted by Vierbicher Associates, Inc. (Vierbicher) dated March 15, 2015.

The WDNR issued a responsible party (RP) letter to the City of Stoughton on July 14, 2020 for the contamination identified by AECOM in their Phase II ESA. This proposal was prepared to initiate site investigation activities required by the WDNR.

SCOPE OF WORK

True North will complete Site Investigation (SI) activities at the *property*. The scope of work will include the following:

- Prepare a Site Investigation Workplan (SIWP) for submittal to the WDNR.

- Coordinate drilling and laboratory subcontractors, arrange for utility clearance, and correspond with appropriate Client and site contacts to facilitate field activities.
- Prepare Site Specific Health and Safety Plan (HASP) applicable to True North employees and subcontractors.
- Supervise the installation of nine (9) soil borings at approximate locations identified on **Figure 2** using direct-push technology (DPT) drilling methods to a maximum depth of 15 feet below ground surface (bgs) or groundwater, whichever is encountered first.
- Collect a maximum of two (2) soil samples from each boring for laboratory analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs) and Resource Conservation and Recovery Act (RCRA) metals.
- Supervise the conversion of six (6) soil borings to 2-inch diameter groundwater monitoring wells at locations identified on **Figure 2** using hollow-stem auger (HSA) drilling techniques. Wells will be completed to depths between ten (10) and twenty (20) feet bgs, depending on groundwater levels encountered.
- Perform well development activities on each well installed.
- Survey each well to establish well-head elevations to measure groundwater elevation at each well and calculate a groundwater flow direction.
- Collect depth to groundwater data and groundwater samples from each well. Groundwater samples to be submitted for laboratory analysis of VOCs, PAHs, and RCRA metals.
- Collect one waste profile characterization sample from representative materials at the *property*. Submit the sample for laboratory analysis of VOCs, semi-volatile organic compounds (SVOCs), RCRA metals, gasoline range organics (GRO), diesel range organics (DRO), and polychlorinated biphenyls (PCBs), total sulfur, total sulphate, reactive sulfide, and Toxicity Characteristic Leaching Procedure (TCLP) sulfur.
- Prepare a brief summary report that will include figures and tables, soil boring logs, a description of site activities, and a summary of findings with conclusions and recommendations for additional activities, if warranted.

True North assumes that the City of Stoughton (Client) will assist with arranging unrestricted access for the site investigation. Additionally, True North will arrange for a utility locate utilizing Digger's Hotline and a private utility locating service to clear all soil boring locations prior to advancing the borings.

All site investigation wastes will be stored on-site pending proper profiling and disposal.

PROJECT COSTS

True North proposes to conduct the above scope of services on a not to exceed, time and materials basis with an estimated cost of **$18,605**. True North will not exceed this cost without prior written approval from Client. The estimated costs are detailed as follows:

Task	Description	Amount	Unit	Unit Rate	Extension
1	Project Coordination, SI Workplan, HASP Preparation	4	HR	$120	$480.00
		8	HR	$90	$720.00
2	Field Oversight	18	HR	$90	$1,620.00
	Sub: Lab - Soil	18	SMPLE	$245	$4,410.00
	Sub: Lab - Groundwater	6	SMPLE	$245	$1,470.00
	Sub: Lab - Waste Profile	1	SMPLE	$735	$735.00
	Sub: Driller	1	LS	$5,600	$5,600.00
	Sub: Utility Locator	1	LS	$300	$300.00
	Equipment and Expenses	1	LS	$700	$700.00
3	Report Preparation	6	HR	$120	$720.00
		15	HR	$90	$1,350.00
		4	HR	$75	$300.00
		4	HR	$50	$200.00
ESTIMATED TOTAL					$18,605.00

Any additional work requested by Client and performed by True North will be completed in accordance with the attached 2020 Civil and Environmental Engineering Fee Schedule. Standard laboratory turnaround time is two weeks and assumed for the pricing in this proposal. Site investigation waste disposal is NOT included in this cost estimate.

SCHEDULE

True North estimates that its work can commence immediately upon receiving a signed copy of this agreement. Timing will be dependent on driller availability but True North is anticipating that this work can be completed within six to eight weeks of receiving authorization to proceed.

LIMITATIONS & QUALIFICATIONS

It is assumed for purposes of this estimate that access to the property is available during normal working hours.

The results reported and any opinions reached by True North are for the benefit of Client and, unless agreed to by True North in writing, are not to be disclosed to or relied upon by any third party.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and Client. Our Schedule of Terms and Conditions are hereby incorporated as part of this agreement. Written authorization to proceed will form a binding contract and indicates your acceptance of our Schedule of Terms and Conditions. Any changes to our Schedule of Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

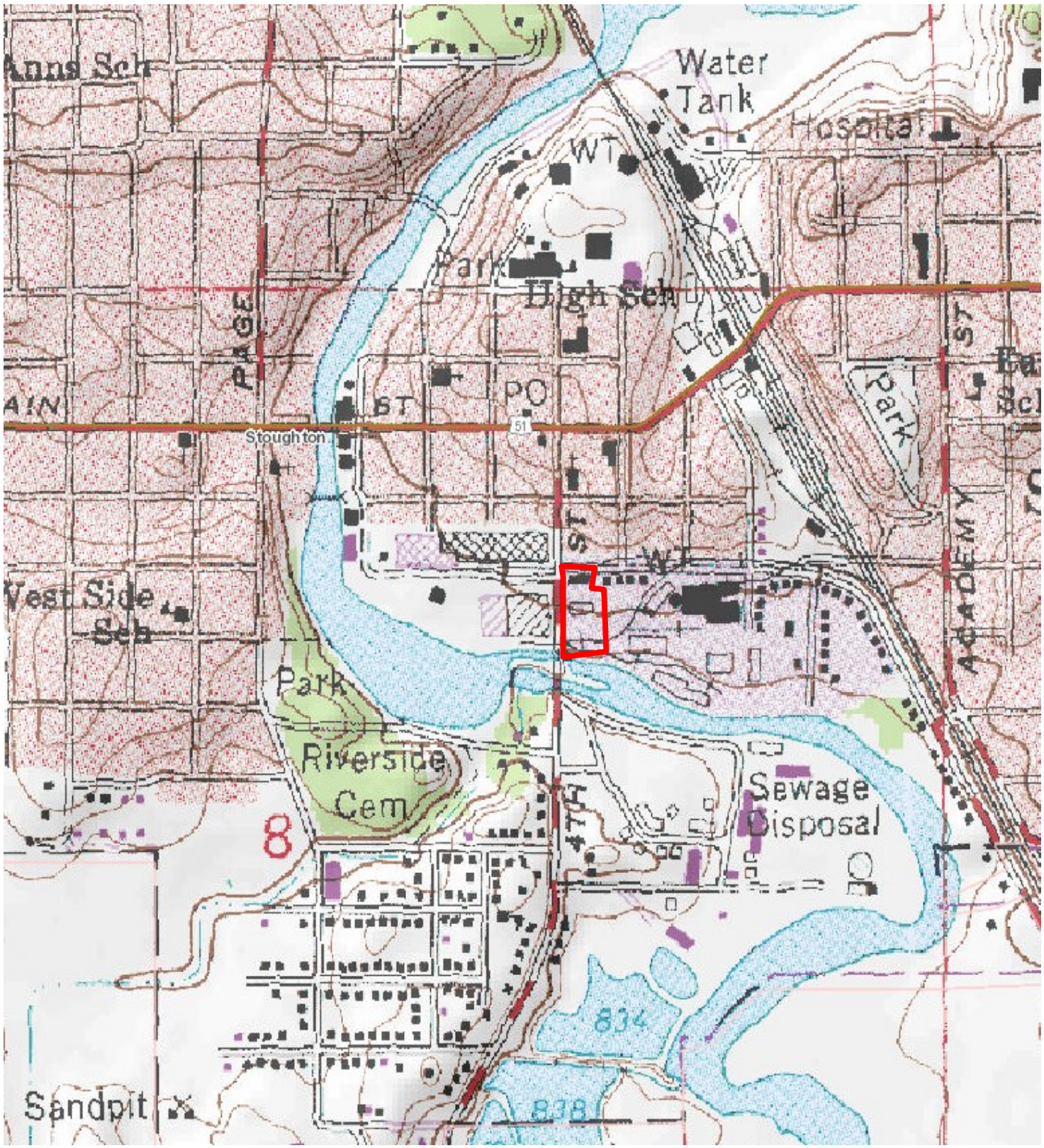
True North appreciates the opportunity to offer this change order for environmental consulting services. If you have any questions, please contact me at 608-577-8315.

Regards,
TRUE NORTH CONSULTANTS

Christopher H. Valcheff
Principal Consultant

True North Project # T2002-059 is hereby accepted and the conditions attached and outlined herein agreed to:

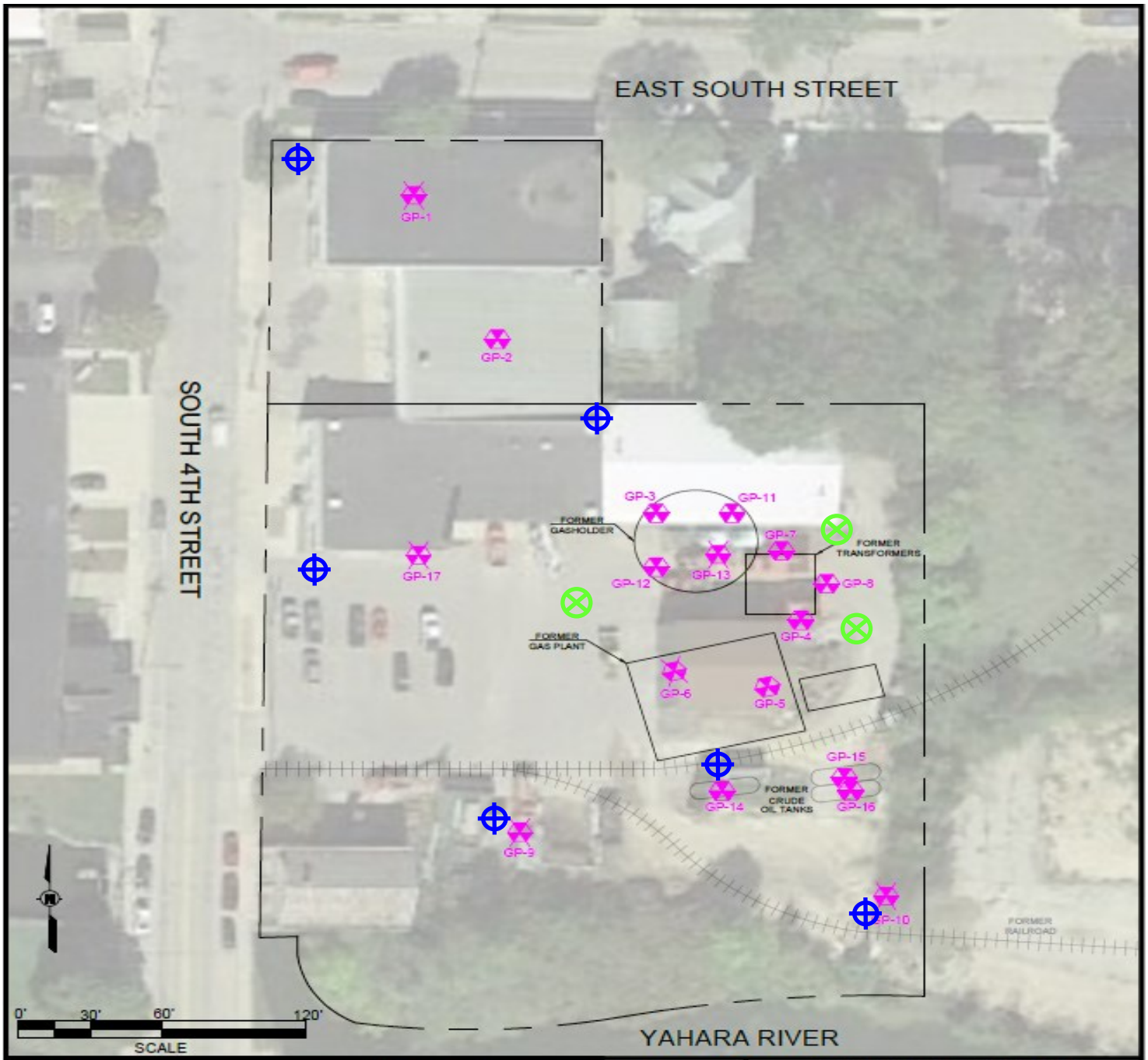
CITY OF STOUGHTON AUTHORIZATION	TRUE NORTH CONSULTANTS, INC.
By:	*By: Christopher H. Valcheff*
Signature:	*Signature:*
Date:	*Date: August 10, 2020*



Approximate Site Boundary

Stoughton, WI— Topo adapted from WDNR RR Sites Map

TRUENORTH CONSULTANTS 525 Juncton Road Suite 1900 Madison, Wisconsin 53717	Site Location: Stoughton Public Works Garage 501 & 515 South 4th Street Stoughton, Wisconsin	N Not To Scale	Figure: 1
	Client: City of Stoughton 207 S. Forrest Street Stoughton, WI 53589		Project Number: T2002-059 Date: August 2020



LEGEND
- APPROXIMATE PROPERTY BOUNDARY
- APPROXIMATE TAX PARCEL BOUNDARY
- SOIL BORING
- SOIL BORING & TEMPORARY WELL

Notes
1. AERIAL PHOTOGRAPH PROVIDED BY GOOGLE EARTH. IMAGERY DATE 10/3/2018.

AECOM
Milwaukee Office
1555 RiverCenter Dr
Milwaukee, WI
414.944.6080

AECOM

Stoughton Garage Site Investigation
501 & 515 South 4th Street
Stoughton, WI 53589

SAMPLE LOCATIONS

Project Number: 60608518 | Drawn By: CAS | Date: 4/27/2020 | Figure No. 3

BASEMAP FROM AECOM, PHASE II ENVIRONMENTAL SITE ASSESSMENT REPORT DATED MAY 29, 2020

PROPOSED GROUNDWATER MONITORING WELL LOCATION

PROPOSED SOIL BORING LOCATION

TRUE NORTH CONSULTANTS
525 JUNCTON ROAD
SUITE 1900
MADISON, WISCONSIN 53717

SITE LOCATION
STOUGHTON PUBLIC WORKS GARAGE
501 & 515 SOUTH 4TH STREET
STOUGHTON, WISCONSIN

CLIENT
CITY OF STOUGHTON
207 S. FORREST STREET
STOUGHTON, WI 53589

NOT TO SCALE

FIGURE
2

PROJECT NUMBER
T2002-059

DATE
AUGUST 2020

GENERAL TERMS & CONDITIONS OF SERVICES

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are the only terms that govern the attached Master Service Agreement, Proposal or Quotation (collectively, "Agreement") between True North Consultants, Inc. ("True North") and the Client named in the Agreement ("Client"). Client's acceptance of the Agreement includes acceptance of these Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of the Agreement, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing, electronically or orally, to commence performance in accordance with the requested Consulting Services (as defined in the Agreement) and the Terms. In the event of a conflict between these Terms and the Agreement, the terms of the Agreement will prevail unless otherwise agreed to by the parties in writing.

2.0 LIMITED WARRANTY

2.1 Professional Standard of Care: True North warrants that it will perform the Consulting Services consistent with the level of care and skill ordinarily exercised by other professional consultants in the same locale and under similar circumstances at the same time the Consulting Services are performed.

2.2 Exclusive Remedy: True North's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

2.2.1 True North will use reasonable commercial efforts to promptly cure any breach; provided, that if True North cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's notice of such breach, Client may, at its option, terminate the Agreement by service of written notice of termination.

2.2.2 In the event the Agreement is terminated pursuant to Section 2.2.1 above, True North will within thirty (30) days after the effective date of termination refund to Client any fees paid by Client as of the date of termination for the Consulting Services, less a deduction equal to the fees for receipt or use of such Consulting Services up to and including the date of termination on a pro-rated basis.

2.2.3 The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after acceptance of such Consulting Services to True North.

2.3 Disclaimer of Implied Warranties: EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 2, TRUE NORTH MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE CONSULTING SERVICES UNDER THE AGREEMENT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE OR OTHERWISE.

3.0 SUBCONTRACTED AND OTHER SERVICES

3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The subcontractors' invoices shall be billed in accordance with the Agreement. Nothing in this Section 3 shall require that services or equipment be obtained through competitive bidding or be available from multiple sources. True North shall not be responsible for the means and methods utilized by its subcontractors.

3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in addition to True North's fee schedules set forth in the Agreement.

4.0 SITE ACCESS AND SITE CONDITIONS

4.1 Client shall grant or obtain free access to the site for all equipment and personnel for True North to perform the Consulting Services for the Project (as defined in the Agreement) set forth in the Agreement. Client shall notify any and all possessors of the Project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of the Agreement unless so specified in True North's proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy set forth in the Agreement.

4.2 Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for its data,

interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed by True North or any other party. To the extent True North must rely upon data provided by another party, True North will not be liable for any claim of injury or loss arising from such data. Client acknowledges that whenever a project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the Consulting Services are performed with skill and care.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four (4) weeks for Consulting Services performed during the previous four (4) weeks. Payment shall be due within thirty (30) days of invoice date. If Client objects to all or any portion of any invoice, Client shall so notify True North in writing within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, Client shall pay the balance as stated on the invoice. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorneys' fees) in connection with collection of any delinquent amount shall be paid by Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend Consulting Services under the Agreement, without incurring liability to Client, after giving seven (7) days' written notice to Client. Client acknowledges that True North's fee schedules are subject to change on an annual basis without prior notice.

6.0 DOCUMENTS AND ELECTRONIC FILES

6.1 Written Documents: Any letters, reports, or documents prepared by True North for Client are the instruments of True North's Consulting Services. The Consulting Services provided by True North are solely for Client's use for the Project and site described in the Agreement. Any documents prepared by True North for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of Consulting Services without True North's specific authorization to do so.

6.2 Electronic Files: Client hereby grants permission for True North to use information and data provided by Client, including electronic records produced or provided by Client in the completion of the Project. Client also grants permission to True North to release True North documents electronically to consultants, contractors, and vendors as required in the execution of the Project.

6.3 Retention Period: True North shall not be obligated to maintain written documents and electronic files relating to its Consulting Services performed for Client under the Agreement for more than five (5) years following completion of the relevant Consulting Services.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by applicable law and General Liability Insurance for bodily injury and property damage with an aggregate limit of $1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event Client desires additional insurance coverage of this type, True North will, upon the Client's written request made prior to the performance of Consulting Services, obtain additional insurance (if possible) at Client's expense.

8.0 ALLOCATION OF RISK

8.1 Limitation of Liability: IN NO EVENT SHALL TRUE NORTH BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT TRUE NORTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TRUE NORTH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TRUE NORTH PURSUANT TO THE AGREEMENT. If Client prefers not to limit True North's professional liability to this sum, True North will waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client enters into the Agreement. In the event Client makes a claim against True North for any act arising out of the performance of True North's Consulting Services, and

fails to prove such claim, then Client agrees to pay all attorneys' fees and other costs incurred by True North in defense of such claim.

8.2 Indemnification: Client shall indemnify, defend and hold harmless True North and its officers, directors, agents, employees, affiliates, successors and permitted assigns against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, interest, attorney's fees, costs and expenses arising from or related to the performance of Consulting Services under the Agreement and attributable to either a breach by Client of its obligations hereunder or the act or omission or willful misconduct of Client or anyone acting under Client's direction or control.

9.0 CHANGES

9.1 Unforeseen Site Conditions: True North reserves the right to make reasonable changes in the Consulting Services to be performed after acceptance of the Agreement. Client understands that unforeseen site conditions may require changes in the scope of Consulting Services to be performed.

9.2 Unauthorized Changes: If changes are made to True North's work products for Consulting Services by Client or persons other than True North, and these changes affect True North's Consulting Services, any and all liability against True North arising out of such changes is waived and Client shall assume full responsibility for such changes unless Client has given True North prior notice and has received from True North written consent for such changes.

9.3 Client-Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from its subcontractors and will provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. True North shall authorize the requested change by amending the contract price and contract time in the Agreement.

10.0 NOTIFICATION OF HAZARDS

Client shall notify True North of any information Client has with respect to the existence or suspected existence of biological pollutants, hazardous materials, oil, or asbestos in the environment, including, but not limited to the air, soil, and water at the site. Client shall advise True North immediately of any information which Client receives regarding the existence of any such hazardous materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of Consulting Services, unless specifically outlined in its written scope of Consulting Services, does not include the investigation or detection of the presence of any biological pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any biological pollutants, in or around any structure. In addition, Client shall defend, indemnify, and hold harmless True North from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to biological pollutants in or around any structure.

12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North shall not assume, by virtue of performing Consulting Services on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, True North shall not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding any Agreement, True North's Consulting Services or any report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that True North will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in these Terms or the Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or its subcontractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total Project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTION; CHOICE OF FORUM

Any claims or disputes between Client and True North arising out of or related to the Consulting Services provided by True North or out of or related to the Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Any claims arising out of or relating to the sale of Consulting Services provided by

True North and/or the relationship between True North and Client shall be asserted only in the state or federal courts located in Cook County or DuPage County, Illinois. Client hereby unconditionally consents to the jurisdiction and venue of said courts.

16.0 MISCELLANEOUS

16.1 Governing Law: These Terms and all matters arising out of, or related to, the sale of Consulting Services by True North to Client and/or the relationship between True North and Client shall be deemed to have been made and governed by the substantive laws of the State of Illinois, without regard to its choice-of-law or conflict-of-laws provisions.

16.2 Severability: If any term or provision of these Terms is found to be invalid or unenforceable, the remaining portion of these Terms shall remain in effect, provided that if such invalid or unenforceable portion is an essential part of these Terms, the parties will immediately begin negotiations for a replacement provision consistent with the intent and purpose of these Terms.

16.3 Entire Agreement: The terms contained in the Agreement and these Terms comprise the entire agreement between True North and Client concerning the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. No modification, amendment, rescission, waiver or other change of these Terms or the Agreement or any part thereof shall be binding on True North unless agreed in writing by an authorized officer of True North.

16.4 All Rights Reserved: All rights and remedies of True North provided in these Terms are cumulative and not exclusive, and the exercise by True North of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or in any other agreement between the parties.

16.5 No Assignment: The rights and responsibilities of Client hereunder may not be assigned to any third-party without the written consent of True North.

16.6 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS

REVISED: June 27, 2019

525 Junction Road, Suite 1900
Madison, WI 53717

O: 608.234.5092
F: 608.237.2453

ConsultTrueNorth.com

EXHIBIT A
ENVIRONMENTAL CONSULTING SERVICES
2020 FEE SCHEDULE

MADISON, WISCONSIN OFFICE

Professional Services	Hourly Rate
Principal Consultant	$ 150.00
Senior Consultant	$ 125.00
Staff Consultant	$ 105.00
Associate Consultant	$ 90.00
Project Consultant	$ 75.00
Certified Industrial Hygienist	$ 150.00
Industrial Hygienist	$ 90.00
Certified Safety Professional	$ 150.00
CAD Operator	$ 80.00
Administrative Staff	$ 55.00
Asbestos Professional	$ 90.00
Lead Inspector/Risk Assessor	$ 90.00

Reimbursable Expenses	Unit Rate
Field Expenses/Rental Equipment	Cost + 15%
Analytical Services	Cost + 15%
Commercial Travel	Cost + 15%
Printing & Reproduction	Cost + 15%
Subcontractor Expenses	Cost + 15%
Other Direct Costs	Cost + 15%
Company Vehicle	$ 75.00 per Day
Equipment Charge	$ 75.00 per Day
Staff Vehicle Mileage	$0.575 per Mile

All rates are valid for the identified year starting January 1, 2020. Rates are subject to change on an annual basis without prior notice.

AECOM
1555 N. RiverCenter Drive
Suite 214
Milwaukee, WI 53212

T: +1-414-944-6080
aecom.com

July 30, 2020

Our Reference
OPP-1059263

Rodney Scheel
Director of Planning & Development
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Proposal for a NR 716 Site Investigation, 501 & 515 S. 4th Street, Stoughton, WI

Dear Mr. Scheel:

AECOM Technical Services Inc. (AECOM) is providing this proposal in response to your request on Monday July 20, 2020 for a proposal for environmental consulting services to respond to a letter from the Wisconsin Department of Natural Resources (WDNR) regarding contamination identified at the above referenced city-owned property. AECOM understands that the property on South 4th Street is part of a larger parcel planned for redevelopment with residential and commercial uses along with the continuation of a bike path along the Yahara River.

Background

The City of Stoughton has planned for the redevelopment of the parcel and has completed Environmental Site Assessments (ESAs) to identify and verify potential contamination on the property. A Phase I ESA was conducted in March 2015 by Vierbicher Associates, Inc. for the Stoughton Redevelopment Authority. The report identified the following RECs on the South 4th Street property:

- Manufactured Gas Plant – from approximately 1912 to 1949 the Stoughton Light and Fuel Company operated on the southern portion of the property. The gas plant had buildings that converted coal to gas and other liquid fuels. The facility also included a gasholder structure and two underground storage tanks (USTs) that held crude oil.
- Automobile service and repair facility – from approximately 1926 until ownership by the City, the buildings on the northern portion of the property were historically used for automotive sales and service.
- A former electrical transformer substation was located on the eastern side of the property.

The buildings on the property were razed in 2019. Soil and groundwater samples were collected during a Phase II ESA to evaluate the potential for soil and groundwater impacts relative to recognized environmental conditions (RECs) that were identified in the Phase I ESA conducted by Vierbicher Associates, Inc. The Phase II ESA was conducted by AECOM under the WDNR's Brownfields Wisconsin Assessment Monies (WAM) program. The Phase II ESA and its conclusions were:

- Fill soils were identified in 13 of the 17 borings ranging from two to seven feet in thickness. Polycyclic aromatic hydrocarbon (PAH) impacts associated with the fill soil included exceedances of the non-industrial direct contact or groundwater pathway residual contaminant levels (RCLs).
- Soil contamination identified in GP-3 at the water table interface may be indicative of impacts associated with the former gas holder.

- Volatile organic compounds (VOCs) and PAHs were detected in the soil samples collected near the former crude oil UST area.
- PAHs were detected in most of the shallow soil samples analyzed and some of the PAHs exceeded residential direct contact RCLs.
- Polychlorinated biphenyls (PCBs) were not detected in the soil samples collected in the vicinity of the former electrical transformers.
- Groundwater impacts were not identified at locations of specific RECs, however the two downgradient locations (GP-9 and GP-10) had groundwater quality exceedances. Naphthalene was detected at both locations and is an analyte commonly found in crude oils and MGP gas holder residuals. Therefore, because the naphthalene was detected downgradient from two known former historical uses, it is likely that these historical uses may be the source of the impact. The concentrations of two chlorinated VOC analytes, tetrachloroethene and trichloroethene, exceeded groundwater quality standards and were detected at only GP-10. These two analytes are commonly used solvents that may be associated with the historic uses at the site. A specific source for these analytes was not identified in the Phase II ESA.

On July 20, 2020 Mr. Scheel and Ms. Altenbach had a telephone conversation with Mr. Jeff Ackerman, the WDNR project manager. The discussion was conducted to identify Mr. Ackerman's areas of concern for scoping the site investigation. Mr. Ackerman's concerns included defining the extent of soil impact around the crude oil tanks, evaluating the extent of PAH impacts on the site where higher concentration of PAHs was observed and evaluating the groundwater flow direction and the type, magnitude and extent of groundwater contamination.

Scope of Services

Redevelopment of the property with residential and commercial uses requires further definition of identified contamination associated with past site uses. Redevelopment is often a solution for management of environmental contamination with direct contact risks. The goal of the site investigation is to identify the magnitude and extent of environmental impact so that protective measures can be incorporated into the redevelopment to prevent the spread of the contamination as well as prevent human or environmental exposure to the contamination.

Site Investigation Work Plan/Health and Safety Plan

A work plan will be prepared in general conformance with NR 716.07 (Site Investigation Scoping) and NR 706.09 (Site Investigation work plan) (WAC). The work plan will include:

- A history of the site, a review of the known contamination on the property, a review of contaminated sites in the vicinity of the property, a review of receptors including endangered species, outstanding resource waters, wetlands and sites of archeological significance;
- A description of regional geology and hydrogeology;
- A description of the proposed sampling procedures;
- A description of the sampling rationale for the selected sample locations and proposed analysis of soil and groundwater;
- A site-specific health & safety plan;
- A discussion of investigation-derived waste management;
- A site location map and proposed sample location diagram including proposed sample intervals; and
- A schedule for conducting the work.

Field Investigation

The proposed site investigation will include water table groundwater monitoring wells to evaluate the groundwater flow direction and to assess the groundwater contamination extent and magnitude. Soil borings will be advanced to evaluate the soils in areas where prior soil borings suggest laboratory analysis of the soil is warranted. The number of monitoring wells and soil borings will be specified in the work plan. For this proposal, AECOM assumes that five monitoring wells will be installed to a depth of 15 feet for soil and groundwater sampling, two soil borings will be advanced to 15 feet adjacent to the former crude oil USTs for the collection of soil samples and 13 soil borings will be advanced to a depth of four feet to evaluate the extent of PAH impacts. Laboratory analytical data from soil samples will be used to support conclusions that will be drawn from the investigation about the nature and extent of impacts, if any, or will serve as evidence that impacts are not present.

AECOM or the drilling contractor will contact Digger's Hotline for the location of public utilities in the area of the investigation prior to commencing work. The borings will be cleared using hand tools (hand-auger or other hand tool) to assist with identifying if underground utilities are present. AECOM cannot be held responsible for damage to subsurface features not identified by the property owner or by the precautionary measures proposed to identify such features, including utilities, pipes or tanks.

Soil samples will be described and visually classified in general conformance with the Unified Soil Classification System. The soil samples will be described with respect to the soil type, grain size distribution, and color (or discoloration), odor, and moisture content. Field observations from the borings will be recorded on soil boring logs for submittal to WDNR. AECOM will complete soil boring log forms (WDNR Form 4400-122) for each boring. Additionally, soil samples will be screened in the field with a photo-ionization detector (PID) equipped with a 10.6 electron volt (eV) lamp. The PID will be calibrated in the field according to manufacturer's instructions, using 100 parts per million (ppm) isobutylene span gas and air (zero gas).

Two soil samples will be collected from the boring advanced for each of the monitoring wells and from each of the soil boring locations. At the monitoring well and soil boring locations (to 15 feet deep) the first sample will be collected in the upper four feet of soil or fill and the second sample will be collected where, PID readings are elevated, or staining is evident, likely at the water table interface. The two samples from each of the four-foot-deep borings will be collected from the upper two-foot interval and the lower two-foot interval. Laboratory analysis will include volatile organic compounds [VOCs] (SW846 method 8260B) polycyclic aromatic hydrocarbons [PAHs] (SW846 8270C-SIM) and eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver) by SW-846 method 6010 for soil and 6020 for groundwater.

After the borings are advanced and the soil samples have been collected, the borings will be abandoned, unless they are to be converted into monitoring well locations. Five monitoring wells will be completed as water table wells in general conformance with NR141 WAC well completion requirements. The wells will be developed upon completion of construction.

The wells will be completed as above-grade monitoring wells with protective steel casing. Bollards for protection of the monitoring wells are not planned or included in the cost estimate. Approximately one to two weeks after well development the wells will be sampled for VOCs, PAHs and metals.

The location and elevations of each sampling point will be surveyed relative to State Plane Coordinates and mean sea level using global positioning system and/or standard surveying techniques, as appropriate based on location and physical access/configuration on the site. Elevations of the ground surface, top of PVC and top of protector pipe will be surveyed for each NR141 compliant groundwater monitoring well installed. Groundwater elevations will be calculated based on the top of PVC elevation measurements.

Excess soil from the soil borings not used as sample media for laboratory analysis, and groundwater generated during the well installation, development and sampling process will be placed into steel drums (approximately six or seven 55-gallon steel drums) that will be stored on-site pending proper

disposal. One composite soil sample will be collected from the drummed soil to evaluate disposal options. Disposal options will be presented to the City of Stoughton, however, the City will need to sign disposal profile forms and contract directly with the disposer.

Site Investigation Report

Upon receipt of the results of the soil and groundwater laboratory analysis, a site investigation report will be prepared in general conformance with NR 716.15. The report will provide a summary of the investigation, tabulated soil and groundwater results and conclusions regarding the laboratory analytical results. If contamination requiring remediation is not found, AECOM will include a recommendation for the completion of a soil management plan and an exemption to construction on historic fill (if historic fill is identified as a discrete layer or zone). If contamination requiring remediation is identified, additional definition of the extent of the impact may be necessary prior to remediation. Additional groundwater monitoring will likely be necessary to achieve case closure on the site.

Schedule

AECOM will begin preparation of the work plan for submittal to the WDNR and a site-specific health and safety plan after receiving a signed contract from the City of Stoughton. AECOM understands that the City will provide site access for the field work. Field work will be scheduled submittal of the work plan and will be dependent on the availability of the soil probe subcontractor.

The well installation and soil sample collection will be conducted during a single mobilization to the site. The monitoring wells will be developed after installation and sampled approximately two weeks after well development.

Laboratory turnaround time is approximately five to ten working days. AECOM will provide a draft site investigation report approximately four to six weeks after receipt of the laboratory analytical results from the groundwater sampling.

As you are aware, the world is experiencing a pandemic as it relates to the coronavirus COVID-19 ("Coronavirus"). This health emergency has the potential of impacting multiple facets of the project including, without limitation, labor, personnel, manufacturing, equipment, materials, transportation and related supply chains, all of which have the potential to adversely impact the critical path of the project schedule. These potential, unusual, and unavoidable delays are outside of the control of AECOM and cannot be anticipated or determined in advance. AECOM will exercise reasonable care to mitigate the potential impact of the Coronavirus to the extent within AECOM's reasonable control. AECOM will notify you in the event AECOM becomes aware of any potential impact to the work caused by the Coronavirus.

Compensation

AECOM proposes to complete the scope of services described in this proposal for an estimated fee of **$26,950.00,** under a time and materials basis with the attached terms and conditions and the scope of work and assumptions provided in this proposal.

The fee is based on the following costs:

Site Investigation Work Plan & Health & Safety Plan	$ 2,100.00
Field Investigation	$18,550.00
Site Investigation Report	$ 6,300.00
Task Order Total	$26,950.00

Assumptions

The following assumptions apply to the proposed scope of work and estimated fees.

- No delays in work beyond AECOM's control are experienced during the project.

- If impact is identified in the soil (i.e. a potential source area is found) additional sampling and/or remediation of the soil may be necessary. Similarly, if groundwater impacts are observed, additional groundwater sampling events may be necessary.
- WDNR fees for review of the work plan, site investigation report or other submittal, are not included with the proposed costs; if the City requests these reviews, the WDNR-required review can either be paid directly by the City or if paid by AECOM will be charged per AECOM's established fee schedule for this project.
- One set of revisions to the draft WDNR submittals following client review is assumed.
- Soils and/or groundwater generated by well installation and development will be contained in Department of Transportation approved 55-gallon drums pending proper disposal. The City will designate an appropriate on-site temporary storage location for the drums and will need to sign the generator waste profile form and any waste manifests for the investigative waste to enable AECOM to assist with the disposal of investigation-derived waste. The fee estimate below does not include the cost of investigation waste disposal.
- The City will provide AECOM with locations of known subsurface utilities and structures prior to work commencement. AECOM can provide for a subcontract utility clearance firm to mark private buried utilities on the property, for an additional cost, but nonetheless cannot be held responsible for damage to such facilities.
- AECOM's scope of work and report format is acceptable to Client. AECOM will provide electronic copies of the report in portable document file format (pdf).
- Any additional services beyond the scope of work specified in this proposal will be invoiced on a time and materials basis. Client approval will be obtained prior to initiation of additional activities.

Conditions of Service

The work will be completed in accordance with the attached General Conditions Form 102 (dated May 18, 2020) and the Commercial Terms Form 103F (dated May 18, 2020). Please indicate your acceptance of this proposal by having an authorized representative of the party responsible for payment execute the Authorization form and return it to either of the undersigned.

This proposal is valid for 60 days. Your acceptance of our proposal confirms that the terms and conditions are understood, including payment to AECOM upon receipt of the invoice, unless specifically arranged otherwise in writing. Of course, should you wish to discuss the terms, conditions, and provisions of our proposal, we would be pleased to do so at your convenience.

Closing

We look forward to working with you on this project. If you have any questions with regard to the information contained in this proposal, please contact us at your convenience. The outcome of the site investigation may lead to additional environmental activities necessary to support redevelopment such as a soil management plan and vapor mitigation requirements for new construction.

Attached to this proposal is some additional information about our firm and our redevelopment support capabilities.

If you have questions or require additional information regarding this proposal, please call Lanette Altenbach at 414-944-6186 or contact her via email.

Yours sincerely,

Lanette Altenbach, P.G.
Senior Hydrogeologist
AECOM
T: 414-944-6186
E: lanette.altenbach@aecom.com

Dean Gerber, PG (PA, TX)
Operations leadership Senior Manager
AECOM
T: 513-419-3502
E: dean.gerber@aecom.com

enclosures: Authorization for Services
General Conditions of Service (Form 102)
Commercial Terms (103F)
AECOM Services Sheets, Brownfield Redevelopment and Civil Design Service

Authorization for Services

I hereby authorize AECOM Technical Services, Inc. to proceed with the scope of services for **$26,950.00** as described in AECOM's *Proposal for a NR 716 Site Investigation, 501 & 515 S. 4th Street, Stoughton, Wisconsin* (OPP-1059263), dated July 30, 2020, under the terms and conditions attached to this proposal.

Signature _____ Date _____

Print Name _____

Title/Organization _____

I agree to accept invoices from AECOM Technical Services, Inc. via e-mail and not postal mail:

☐ Yes

Signature: _____

E-mail address: _____

Recipient Mr/Ms/Dr: _____

Return to:

Name: Lanette Altenbach

Address: 1555 N RiverCenter Dr., Suite 214
Milwaukee, WI 53212

Fax: 414 944-6081

Phone: 414 944-6186

Email: lanette.altenbach@aecom.com

General Conditions

Effective: May 18, 2020

1. ACCESS. Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.

2. CLIENT INFORMATION. Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise. AECOM shall not be responsible or liable for the errors, omissions, or other acts of any other consultants, contractors, or parties engaged by Client or present at any Site, nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's agreement to be bound by the same terms and conditions as Client and to execute a third party reliance letter agreeable to AECOM.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of $1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any environmental hazards, contamination, or pollution at any Site prior to the date on which Services commenced. Client assumes responsibility for air, subsurface and/or ground pollution and environmental hazards, contamination, or impairment from toxic substances or hazardous materials existing at the Site, whether latent or patent, and shall defend, indemnify, and hold AECOM harmless from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM, it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. AECOM's Services are performed as an independent contractor.

12. FORCE MAJEURE. Neither AECOM nor Client shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming party, including acts of God, fire, flood, extraordinary weather conditions, natural catastrophes, unanticipated or differing Site conditions, changes in law or regulations, explosion, war (whether declared or not), civil unrest, terrorism, sabotage, computer viruses, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, the Coronavirus (SARS COV-2) and such related diseases (e.g., COVID-19) outbreak, strikes, lockouts, industrial disturbances, requests, acts, or intervention of a governmental agencies or authorities, court orders, labor relations, accidents, delays, the inability to obtain materials, equipment, fuel, or transportation, or other events or circumstances beyond the reasonable control of the claiming party ("Force Majeure Event"). AECOM shall be entitled to a change in the scope of Services, compensation, the project schedule, and other terms and conditions of this Agreement that are affected by a Force Majeure Event sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement. All such changes shall be authorized by a mutually agreed upon, written change order containing any appropriate equitable adjustments to the scope of Services, compensation, project schedule, and other terms and conditions of this Agreement affected by the Force Majeure Event. If a Force Majeure Event substantially prevents, or is reasonably likely to substantially prevent, AECOM's performance of the Services for more than thirty (30) days, then AECOM shall be entitled to terminate this Agreement without breach. In case of such termination, AECOM shall be entitled to compensation for those Services performed as of the date of termination.

13. RISK ALLOCATION & RESTRICTION OF REMEDIES. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER

THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED $50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

14. DISPUTE RESOLUTION. Either party may initiate a dispute resolution by providing written notice to the other party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the parties cannot resolve the Dispute through negotiation, either party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the Representatives are unable to resolve the Dispute within thirty (30) days, either party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the parties. The parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California. and it shall be conducted in the English language, but either party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the parties, at the first in-person procedural hearing, the parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the parties at the time of arbitration, the parties shall not conduct any depositions (other than as necessary to record testimony of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the parties. The parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant party or its assets.

15. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances, or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to, ownership of, or be liable for disposal or remediation costs associated with any Pre-Existing Waste. Any samples obtained pursuant to the Services are to remain property of the Client.

16. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement

constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days' written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 8, 9, 10, 13, 14 & 15 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

Commercial Terms

Time and Materials with Multiplier Agreement

Effective: May 18, 2020

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials with Multiplier basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Charges for employees shall be computed by multiplying the raw hourly wage of the employees (the employees' U.S. W-2 hourly wage or, for any non-U.S. employees, those employees' country equivalent) by a multiplier of 3.0 for all hours worked. Each such rate determined by such basis is a Blling Rate (e.g., if an individual's W-2 amount is $50.00 per hour and the multiplier is 3.0 that Billing Rate would be $150 per hour). AECOM may revise these Billing Rates annually.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rates, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Subcontracts only are computed on the basis of actual cost plus five percent (5%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged at actual cost without markup.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103F (05/18/2020) and the attached General Conditions Form 102 (05/18/2020) govern the performance of the Services and rights and obligations of the parties

Brownfield Redevelopment

Areas of Expertise

- Transactional Due Diligence
- Site Reuse Analysis
- Grant Writing Assistance
- Stakeholder Engagement
- Agency Negotiations
- Site Investigation and Risk Assessment
- Remedial Design
- Geotechnical Engineering
- Civil/Site Engineering

More Information

1.978.905.2100
AskEnvironment@aecom.com

Overview

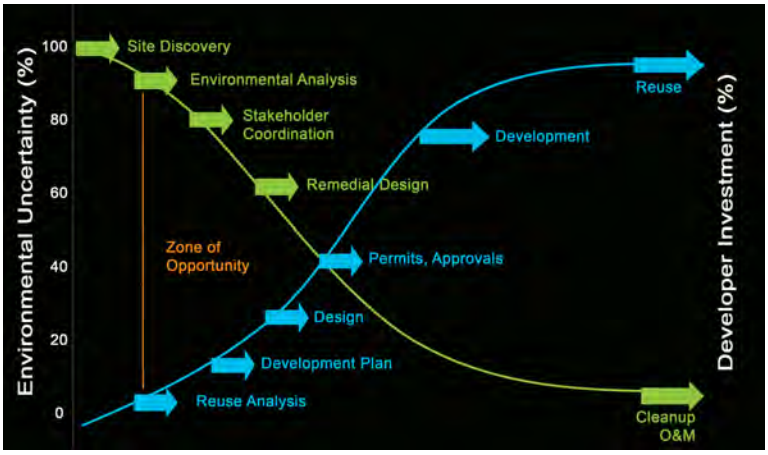
Brownfields — abandoned and underutilised commercial or industrial sites — represent significant challenges to property owners and communities. Adverse environmental conditions such as contaminated soils and groundwater, vacant buildings with asbestos and the presence of hazardous materials, significantly reduce the value of property and with it development potential. These conditions burden owners with financial loss and liability. Lenders, developers, managers and municipalities share the burden.

The regulatory setting today promotes Brownfield cleanups enabling these properties to be productively re-used. Brownfields Initiatives sponsored by state and federal governments and Voluntary Cleanup Programs provide a regulatory framework for the restoration of Brownfields. Careful planning of land use and redevelopment options for impaired properties allows for the negotiation of reasonable risk-based remediation scenarios and provides liability protection from future environmental regulatory "re-openers" through such mechanisms as Activity and Use Limitations.

Our Approach

AECOM's approach to Brownfield Redevelopment is to integrate the environmental investigation and remedial design work with the reuse analysis and site redevelopment planning. The environmental and site redevelopment paths need to be executed so that the remedial design and site redevelopment plans lead to permits and approvals that support the site redevelopment.

AECOM is known for its end-focused innovative remediation solutions. Leveraging our extensive technical resources and project management expertise, AECOM helps owners convert brownfield liabilities to assets — by designing and implementing adaptive site reuse plans that reduce costs — managing the environmental impacts within the scope of the redevelopment. Using this approach, options such as on-site stabilization can be used to contain contamination below new structures or within site landscaping, concrete and asphalt surfaces can be used to cap contaminants and building demolition materials can be used as part of the site redevelopment. These approaches and others resulting from the integrated approach can provide significant cost savings that make a difference enabling a project to move forward.



Areas of Expertise

- **TRANSACTIONAL DUE DILIGENCE.** Reliable cleanup cost estimates, early in the site redevelopment process, are critical to the site developer so they can build the project pro-forma, accounting for risks and identifying risk management solutions. AECOM through its use of RACERTM develops cost estimates using probabilistic techniques that quantify the uncertainty inherent in remedial action cost estimating.
- **SITE REUSE ANALYSIS.** In the site redevelopment business, the projects you choose not to build are as important as the projects that you do build. AECOM provides all the expertise to critically evaluate a wide-array of site conditions and reuse scenarios considering traffic, permitting, geotechnical and the economics of the site redevelopment.
- **GRANT WRITING ASSISTANCE.** Reduced liabilities under Federal and state programs are making traditional financing more readily available for Brownfields. Special arrangements such as tax increment financing, tax incentives, and grants are now available to jump-start Brownfields redevelopment. AECOM's experts leverage public funding by preparing successful grant applications helping projects move forward.
- **STAKEHOLDER ENGAGEMENT.** Community stakeholders can be concerned about the potential threats and impacts posed by a contaminated site. Active community involvement is often critical to a successful redevelopment project. AECOM's Community Relations Specialists identify key community issues and articulate realistic and understandable views of the potential risks or exposures and how they are being mitigated in a non-threatening manner helping develop community support for a project.
- **AGENCY NEGOTIATIONS.** Agency approval of risk-based cleanups that are adapted to the future use of the property are necessary to secure a successful Brownfields redevelopment project. AECOM serves as at technical project advocate in these discussions explaining how risks are effectively reduced and managed during the site redevelopment process.
- **SITE INVESTIGATION AND RISK ASSESSMENT.** Comprehensive subsurface investigations are needed to define impacts input to the risk assessment and the development of remedial actions. AECOM uses the historical site information to focus on the most important areas of a site using state-of-the-art tools to define the migration pathways, exposure point concentrations, and receptors. AECOM's experienced Risk Assessors have a strong track record of successfully supporting regulatory discussions and stakeholder dialogues to communicate risks and determine appropriate cleanup goals.
- **REMEDIAL DESIGN.** A cost-efficient cleanup is a necessary element of a Brownfield redevelopment project. AECOM uses proven technologies, such as on-site and in-situ techniques, that substantially reduce cleanup costs and effectively manage risks. AECOM engineering projects follow our Engineering Design Manual ensuring that designs are prepared by qualified staff, follow prescribed procedures, and result in high-quality deliverables that properly define the project to minimize change orders.
- **GEOTECHNICAL ENGINEERING.** Geophysical investigations can be conducted in concert with environmental investigations enabling critical design issues to be resolved early in the project life-cycle. AECOM provides expert geotechnical engineering including earth support systems, foundation design, groundwater control and vibration analysis and mitigation design.
- **CIVIL/SITE ENGINEERING.** Combining the site remediation and civil/site design work can save significant construction costs by reducing mobilizations and minimizing the handling of fill materials. AECOM provides civil site and utility design services including surveying, mapping, and GIS important to the design of a new project.
- **CONSTRUCTION MANAGEMENT.** The management of the remediation phase is a critical to controlling the project budget. AECOM understands and proactively manages site work to control costs. During implementation we serve as the owner representative measuring and assessing the progress of the work to assure implementation is completed on-time and on-budget.

Civil Design Services

Areas of Expertise

Site Development
- Civil 3D Grading & Modeling
- Utility Engineering
- Storm & Sanitary Design
- LEED Certified Sustainable Design
- ADA compliance design
- Municipal Engineering Services

Stormwater Management & Planning Services
- Watershed planning
- Ecosystem services
- Green Infrastructure and low impact design
- Water sensitive urban design
- Financial strategies
- TMDL planning
- Flow Monitoring/CCTV Inspection

Landscape & Master Planning Services
- Campus Master Planning
- Streetscape Design
- Park Planning & Design
- Commercial Development
- Grant Writing
- Facilities Master Planning & Design
- Urban Design
- Recreational Facility Planning & Design

Environmental Services
- Hydrologic & Hydraulic Analyses
- Remediation Design & Implementation
- Solid Waste Management
- Stream Restoration
- Dam & Reservoir Engineering
- Permitting Support
- Ecological Restoration
- Brownfield Redevelopment Planning & Design

Geotechnical Services
- Subsurface Investigation
- Pavement Evaluation & Design
- Pavement Subgrade Analysis
- Retaining Wall Design
- Foundation Design
- Stability Analysis

Transportation Services
- Highway & Roadway Design
- Traffic Analysis & Design
- Recreational Trail Planning & Design
- Bridge Design & Inspection
- Haul Road Design

More Information

1.978.905.2100
AskEnvironment@aecom.com

Overview

Site Development and Civil Engineering design elements are often the major driver for a project, or are critical ancillary components to a project. Proper planning, permitting, layout and engineering design is crucial to the success of a project. Site and Civil Engineering services are fundamental to a wide variety of projects such as bridges, highways, commercial and industrial buildings, environmental remediation, water conveyance and treatment, hydropower, municipal engineering, and urban planning and design.

AECOM is a premier provider of fully integrated, innovative, sustainable, cost effective planning and site development solutions.

Our Approach

As a large design and engineering company, AECOM's ability to integrate multi-disciplinary teams is exceptional. We collaborate across business lines, incorporating experienced and talented civil design engineers to provide the right personnel for each project. Our staff has multiple years of experience designing and permitting site improvements and civil features at solid waste, commercial, institutional, and industrial facilities. Whether we are providing civil engineering for a building project, sanitary sewer conveyance, or parking and access, AECOM can provide expert staff that will meet the project's objectives.

As a full-service architecture and engineering company, we employ hundreds of architects, structural engineers, transportation engineers, environmental scientists/ engineers and cultural resources personnel to supplement our team of site/civil engineers and designers. This enables us to provide our clients with cost-effective, constructible solutions that integrate multidisciplinary considerations into planning and final design.

Key AECOM Attributes

INDUSTRY KNOWLEDGE & TECHNICAL PRACTICE NETWORK (TPN). AECOM is a global leader in all our major markets. We understand the issues confronting our clients and maintain technical and project management leadership positions in the sectors we serve. We employ industry-leading experts specializing in a wide variety of technical areas. The TPN maintains learning and connective processes across our global offices bringing staff together along technical lines of interest. The network unlocks the combined potential of all of our people and supplies tools to enhance innovation, productivity and efficiency in creating technical successes, ultimately achieving solutions and saving our clients' time and money.

INNOVATIVE & SUSTAINABLE DESIGN APPROACH. AECOM invests in innovative technologies and thought leadership to bring the most cost effective and best technical solutions to each project. We are recognized globally for our expertise in green building, sustainable infrastructure, energy, water, and waste management, renewable energy, and other sustainability fields. Our experience is built on a background of strong technical competence and knowledge, and we have a networked team of sustainability specialists throughout our global offices.

COMMITMENT TO SAFETY. Safety is a core value for AECOM. Our Safety, Health, and Environment Policy and guiding principles apply globally. We are committed to providing our employees with a safe and healthy work environment. AECOM is also committed to minimizing the liability concerns that our clients have regarding the safety performance of their contractors. To mitigate the unique health and safety concerns associated with work at capital development project sites, such as extreme remoteness, offshore conditions, wilderness, and hazards intrinsic to manufacturing projects, AECOM provides specialized training to our personnel serving this industry.

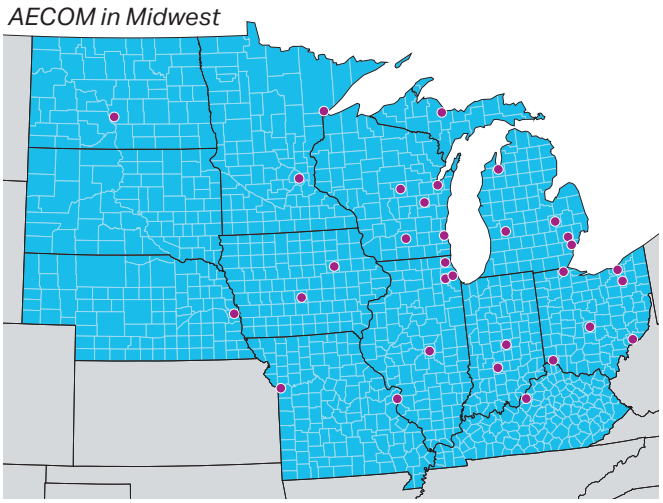
RISK ASSESSMENT. Our professional staff has extensive knowledge of local ecology, geology, climate, and demographics, allowing us to focus our risk assessments on site-specific circumstances. Our teams also have established relationships with local contacts and regulatory officials, which leads to rapid turnaround on regulatory approval and risk-management decisions. At the same time, we leverage our corporate-wide experience to tap into best practices and process improvements to effectively meet the needs of any project.

CLIENT FOCUS. AECOM helps clients meet their overall business goals such as resolving time-to-market issues, making effective transitions, reaching project closure, addressing climate/market change and emerging issues, and reducing costs. We invest in programs that produce greater client value, such as dedicated key account management to build enduring business relationships and streamline communications and costs. We are committed to maintaining thought leadership through academic partnerships, innovative research and development, and industry association collaboration. We promote employee training and development to ensure superior client service. We also invest in technology to ensure seamless and secure project communication, information access, technology transfer and application to client projects.

Midwest Presence and Key Clients

- 3M
- AEP
- Akron Public Schools
- Amtrak
- Aqua Ohio
- Arcelor Mittal
- Ashland, Inc.
- Bowling Green State University
- Chesapeake Energy
- City of Akron
- City of Beachwood
- City of Cleveland
- City of Mayfield Heights
- Cleveland Airport Systems (CAS)
- Cleveland Clinic
- Cleveland Museum of Natural History
- Cuyahoga Community College
- Cuyahoga County
- Cuyahoga Valley National Park
- Duke Energy
- Eaton Corporation
- FirstEnergy
- Flats East Bank
- Geauga Park District
- Greater Cleveland Rapid Transit Authority
- Lakeland Community College
- Lakewood City School District
- Louisville Gas & Electric
- Mayfield Village
- MetroHealth Systems
- NASA
- Niagara University
- Northeast Ohio Regional Sewer District (NEORSD)
- Ohio Schools Facilities Commission
- Ohio Turnpike Commission
- Ohio University
- Tennessee Valley Authority
- Sherwin Williams
- Shell
- Solid Water Authority of Central Ohio
- Southern Ohio Medical Center
- U.S. Army Corps of Engineers
- United States Coast Guard
- United States Environmental Protection Agency
- United States General Services Administration
- United States Postal Service
- University of Akron
- Vectren
- Veolia

AECOM in Midwest



August 7, 2020
File No. 25164220.00

Mr. Rodney Scheel
City of Stoughton
207 S. Forrest St.
Stoughton, WI 53589

Subject: Proposal for Site Investigation
Stoughton Public Works Garage
501 and 515 South Fourth Street, Stoughton, WI
WDNR BRRTS #02-13-585835

Dear Mr. Scheel:

SCS Engineers (SCS) is pleased to submit the following proposal for a Wisconsin Administrative Code, Chapter NR 716 Site Investigation for the above-noted Property. SCS understands that the Property is slated for redevelopment in the near future, and that additional investigation of soil and groundwater contamination identified at the site is needed prior to redevelopment.

The purpose of the investigation is to evaluate the degree and extent of contamination related to historical site use, including the former presence of a manufactured gas plant and crude oil underground storage tanks.

Our proposed scope of services is based on SCS's conversations with the Wisconsin Department of Natural Resources (WDNR) project manager for the site. The areas of focus for additional investigation include further delineation of contamination identified in a recent Phase 2 Environmental Site Assessment (ESA) and an evaluation of the soil vapor exposure pathway.

SCOPE OF SERVICES

SCS will perform the following tasks:

Task 1 – Work Plan Development and Submittal

- Communicate with WDNR and the City of Stoughton.
- Develop a Work Plan to assess the degree and extent of contamination identified in a May 2020 Phase 2 ESA. The Work Plan will include:
  - A summary of the site history and Phase 2 ESA findings.
  - The number and approximate locations of soil samples to be collected using a Geoprobe™ drill rig and analyzed for volatile organic compounds (VOCs) and polycyclic aromatic hydrocarbons (PAHs).
  - The number and approximate locations of monitoring wells to be installed at the site and sampled for VOCs and PAHs.

  - A proposed timeline for the work.

- Submit the Work Plan to WDNR for review.

Task 2 – Soil and Groundwater Investigation

SCS will perform the following scope of work to evaluate soil and groundwater.

- Clear public and private utilities prior to conducting field work. Public utilities will be cleared through Digger's Hotline. A private utility locating firm will be contracted to clear private utilities, if needed.

- Advance 10 soil borings to 15 to 20 feet below ground surface (bgs), continuously log soil according to the unified soil classification system, screen soil using a photo-ionization detector (PID), and evaluate soil for visual signs of fill or contamination.

- Collect soil samples from each boring based on PID readings and visual observations for laboratory analysis of VOCs and PAHs. Up to one sample per boring will be collected for VOCs and up to two samples per boring will be collected for PAHs.

- Submit one soil sample for additional laboratory analysis of total metals (arsenic, barium, cadmium, total chromium, lead, mercury, and selenium) and polychlorinated biphenyls (PCBs) for landfill profiling of soil cuttings.

- Contain soil cuttings exhibiting elevated PID readings and/or visual signs of fill or contamination in drums for landfill disposal. We assume that a location is available for drum storage on site while disposal is arranged.

- Coordinate disposal of drummed soil cuttings, to include submitting a landfill profile and arranging transport to the landfill.

- Convert five of the above-noted borings to NR 141 2-inch PVC monitoring wells and survey top of casing elevations.

- Develop and sample each well for VOCs and PAHs (one round of sampling). Groundwater metals samples are not included in this proposed scope of work based on the Phase 2 ESA conclusion that groundwater pathway exceedances for metals in soil are not a concern at the site.

- Contain and dispose of groundwater generated during well development and sampling. We assume the Madison Metropolitan Sewerage District will approve the water for discharge.

- Abandon all borings not converted to monitoring wells, per NR 141.

- Properly preserve and transport soil and groundwater samples under chain of custody to state-certified laboratory for analysis.

Task 3 – Site Investigation Report Preparation

SCS will prepare a Site Investigation Report (SIR) to include:

- Summary of field investigation methods and findings.
- Map showing sample locations.
- Geologic cross section.
- Tabulated analytical results with relevant regulatory standards.
- Laboratory reports.
- Soil boring logs, monitoring well construction forms, and borehole abandonment forms.
- Initial evaluation of remedial options.

Assumptions

- An SCS field geologist will be on site for two days to observe and document drilling activities and collect soil samples, one day to develop and survey the monitoring wells, and one day to measure water levels and collect groundwater samples from the wells.
- Sample locations are accessible using standard drilling equipment.
- Groundwater is present within 20 feet of ground surface.
- Samples will be reported on a standard 10-day laboratory reporting schedule.
- Additional sampling may be necessary depending on findings. Costs do not include Case Closure reporting.
- The City of Stoughton will pay any regulatory fees, if applicable.

PROJECT TEAM

Key SCS team members for the project, their roles, and their qualifications and experience are provided below.

Ray Tierney, PG, Project Director – Ray Tierney will provide overall project direction and quality assurance. Ray is a hydrogeologist with over 30 years of experience managing and directing diverse site investigation, remediation, and redevelopment projects.

Robert Langdon, Project Manager – Robert Langdon will serve as the day-to-day project manager, communication with the project team and WDNR, coordinating field work, and overseeing data evaluation and reporting. Robert has over 25 years of experience in the environmental field, including drilling oversight, groundwater monitoring well installation, and groundwater sampling.

Meghan Blodgett, PG, Senior Project Professional – Meghan Blodgett will coordinate field and reporting activities and assist with WDNR communications, data evaluation, and reporting. Meghan has over 9 years of experience in the environmental field, including drilling oversight, soil and groundwater sampling, and remedial excavation oversight at brownfield redevelopment sites.

Jaclyn Rennebohm, Staff Professional – Jaclyn Rennebohm will coordinate with subcontractors; review data; prepare reports; and help oversee drilling/well installation, surveying, sampling, and hydraulic testing, as needed. Jaclyn has over 5 years of experience that includes groundwater monitoring; monitoring well construction, development, and abandonment; remedial excavation oversight; and coordination with owner, contractor, and regulatory agencies.

Adam Watson, Field Professional – Adam Watson will serve as the lead field professional, overseeing drilling/well installation, sampling, surveying, and hydraulic testing. Adam has over 3 years of experience in the geoscience field, including bedrock and soil drilling oversight; groundwater monitoring; and monitoring well construction, development, and abandonment.

ESTIMATED COST

Our estimated cost is detailed in the table below.

Task		Cost
1	Work Plan Development and Submittal*	$2,600
2	Field Investigation	
	SCS Project Coordination	$1,700
	SCS Field Supervision and Sampling	$5,800
	Geoprobe and Utility Locate Subcontractors	$7,800
	Laboratory Subcontractor	$3,100
	Soil Cuttings Disposal	$1,400
3	Site Investigation Report Preparation*	$6,300
	Total	**$28,700**

* Cost does not include WDNR fees of $700 for Work Plan review and written response and $1,050 Site Investigation Report review. Requesting a written response to the Work Plan from WDNR is not required but is helpful in confirming that the WDNR project manager concurs with the site investigation scope.

These are estimated costs only. Actual costs will depend on conditions encountered in the field, actual hours worked, and final subcontractor costs.

Final billings will be based upon actual time and materials used extended at the quoted fee rates in the Fee Schedule. Final billings will not exceed the cost estimate without prior written approval. The scope of services will not change from that outlined in this proposal without your prior authorization.

If the proposal is acceptable to you, please sign and return the agreement to us by email (rlangdon@scsengineers.com) or fax (608-224-2839). Please contact me at 608-212-3995 if you have any questions or comments concerning our proposal and Agreement.

Sincerely,

Meghan Blodgett, PG
Hydrogeologist
SCS Engineers

Robert Langdon
Senior Project Manager
SCS Engineers

MDB/jsn/REL/RT

Encl. Agreement for Professional Services
Fee Schedule

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SCS Engineers File No.: 25164220

AGREEMENT BETWEEN SCS ENGINEERS AND CLIENT FOR PROFESSIONAL SERVICES August 7, 2020

THIS AGREEMENT (hereafter "Agreement") is made by and between the City of Stoughton (hereafter "Client"), and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereafter "SCS").

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. **Scope of Services:** SCS shall provide professional services (hereafter "Services") for the project (hereafter "Project") as set forth in the attached Scope of Services dated August 7, 2020, in accordance with the terms and conditions of this Agreement.

2. **Basis of Compensation:**

SCS will be compensated for time and expenses in accordance with SCS' standard rates in effect at the time of performance, provided that total compensation will not exceed $28,700 without the authorization of Client.

3. **General Conditions**:

a. Payments for invoices prepared by SCS are due and payable upon receipt. Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

b. Client agrees to pay all costs and expenses of SCS, including reasonable attorneys' fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement.

c. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, SCS shall be paid for all Services rendered to the date of termination together with any termination expenses incurred.

d. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS's Standard Fee Schedule in effect at the time of performance of the Services. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event SCS receives a subpoena or other legal order for the production of project records or testimony related to the Scope of Service or other work for Client, SCS will be compensated by client at current Fee Schedule rates.

e. The parties hereto shall each maintain in full force and effect Commercial General Liability insurance with coverage limits which are reasonable in light of the Services to be undertaken, and Workers' Compensation Insurance as required by law.

f. All reports, drawings, renderings, source and object code, software, data and other works and documents prepared by SCS under this Agreement, and all intellectual property rights in the same, shall be owned exclusively by SCS.

g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

h. The parties agree that the total liability of SCS under this Agreement and for the Project shall be limited to Fifty-Thousand Dollars ($50,000) or the amount of SCS's total fees hereunder (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 2 above.

i. Unless otherwise expressly stated in the Scope of Services, SCS shall have no responsibility for site health and safety, except with respect to the activities of SCS and its subcontractors. In no event shall SCS be responsible for the means, methods or manner of performance of any persons other than SCS and SCS's subcontractors.

j. Client agrees that SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subcontractors. The Client will make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless SCS from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article 3j shall survive any termination of this Agreement.

k. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

SCS ENGINEERS		**CLIENT:**	City of Stoughton
BY:	Ray Tierney	**BY:**	
NAME:	Ray Tierney, PG	**NAME:**	
TITLE:	Vice President	**TITLE:**	
DATE:	August 7, 2020	**DATE:**	

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Fee Schedule

Personnel

Category	Rate/Hour
Project Director/Senior Project Adviser	$ 206
Senior Project Manager/Senior Technical Adviser	$ 163 – $ 183
Project Manager/Senior Project Professional	$ 129 – $ 150
Project Professional	$ 119
Staff Professional	$ 114
Associate Professional	$ 108
Field Professional	$ 108
Senior Designer/CAD Technician	$ 108
Senior Technician	$ 98
Project Administrator	$ 93
Designer/CAD Technician	$ 90
Technician	$ 74
Administrative Assistant	$ 74

Equipment and Expenses

Groundwater Monitoring	
Brass Well Locks	$ 17/each
Chipped Bentonite	$ 12/bag
Dedicated Bailers	$ 65/each
Disposable Bailers	$ 15/each
Dissolved Oxygen Meter	$ 40/day
Field Filtering Apparatus	$ 22/day
Field Filters	$ 16/each
Ice	$ 7/bag
Low-flow Sampling Compressor/ Controller	$50/day
Petroleum Product Interface Probe	$ 70/day
pH Meter	$ 20/day
pH, Conductivity, Temp, TDS Meter	$ 20/day
Pressure Trans. / Data Logger	$ 125/day
Water Level Indicator	$ 30/day
Well Caps	$ 18.25/each
Pumps	
2" Gas Engine Pump	$ 45/day
Explosion Proof Pump	$ 100/day
Peristaltic Pump	$ 30/day
Submersible Pump	$ 100/day
Sump Pump	$ 15/day
Well Development Pump	$ 30/day

PPE and Air and Gas Monitoring	
Air Monitoring Detector Tubes	$ 15/each
Four Gas Meter	$ 65/day
Landfill Gas Meter	$ 100/day
Level D PPE	$ 5/day
Modified Level D PPE	$ 15/day
Personal Air Sampling Pump	$ 30/day
Respirator Cartridges	$ 35/pair
Tyvek Suit	$ 20/each
Soil Sampling and Testing	
Concrete Air/Slump	$ 30/each
Concrete Core Drill	$ 120/day
Concrete Cylinder Mold	$ 3/each
FID/PID Rental	$ 85/day
Hand Auger Kit	$ 30/day
Nuclear Density Gauge	$ 125/day
Soil Scale	$ 25/day
Stainless Vapor Pin Cap	$ 30/each
Vapor Pins	$ 60/each
Vapor Sampling Kit	$ 25/day
Surveying	
¾-inch Irons	$ 4/each
GPS Unit/Total Station	$ 50/day
Level/Laser Level	$ 5/hour

Marking Paint	$ 5/each
Survey Hubs	$ 0.60/each
Survey Lath	$ 0.75/each
Miscellaneous	
55-Gallon Drums	$ 65/each
Air Compressor	$ 40/day
Copies	$ 0.07/each
Curlex Blanket	$ 65/each
Curlex Staples	$ 10/box
Digital Camera	$ 10/day
Dump Trailer	$ 175/day
Hard Boom (10")	$ 1.80/foot
Metal Detector	$ 35/day
Oil Absorbent Boom (5" x 10')	$ 70/each
Oil Absorbent Boom (8" x 10')	$ 90/each
Oil Absorbent Pad	$ 1.00/each
Oil Dry Absorbent	$ 8/bag
Orange Safety Fence	$ 40/roll
Plastic Sheeting (20' x 100')	$ 80/roll
Portable Generator	$ 45/day
Spill Response Trailer	$ 200/day
Utility Trailer	$ 40/day
Vehicle	$ 0.575/mile
Water Storage Tank	$ 75/day

Equipment and expense rates may be modified by SCS Engineers from time to time as new equipment is added or costs change. Client will be notified prior to any change in the personnel rates that will affect the project billings.

Outside services contracted through SCS Engineers will be billed at cost plus 10 percent. Outside services may include, but are not limited to, laboratory testing, drilling, or other subcontracted services.

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SHANNON & WILSON

August 12, 2020

Mr. Rodney J. Scheel – Director of Planning & Development
City of Stoughton
Stoughton City Hall
207 S. Forrest Street
Stoughton, Wisconsin 53589
rjscheels@ci.stoughton.wi.us

RE: PROPOSAL FOR ENVIRONMENTAL CONSULTING AND SITE INVESTIGATION /REMEDIATION SERVICES FOR THE FORMER STOUGHTON PUBLIC WORKS GARAGE PROPERTY – 501 & 515 SOUTH 4TH ST; WDNR BRRTS NO # 02-13-585835

Dear Mr. Scheel:

Shannon & Wilson (S&W) is pleased to submit this proposal for environmental consulting and site investigation/remediation services for the former Stoughton Public Works garage located at 501 & 515 South 4th Street in Stoughton, Wisconsin (garage or property). This proposal will provide a brief discussion of S&W's understanding of the property background conditions as well as the Wisconsin Department of Natural Resources (WDNRs) expectation of any site investigation activities needed to delineate the nature and extent of soil and groundwater contamination at the property.

A project scope of work, schedule, and project cost estimate will also be included as specific items that will be addressed in this proposal document. Sections of this proposal are prepared in accordance with relevant chapters of the Wisconsin Administrative Code (Wis. Admin. Code) for site investigation and appropriate response actions as promulgated by the Wisconsin Department of Natural Resources (WDNR).

BACKGROUND

A brief discussion of the historical property use, recent site investigative activities completed to date, as well as the proposed property development are provided in the following sections.

Historical Property Use

According to an AECOM Phase II Environmental Site Assessment (Phase II ESA), the former Stoughton Public Works Garage property has a number of historical uses including:

- Manufactured gas plant site (1912-1949);

5325 Wall Street Suite 2355 ▪ Madison, Wisconsin 53718 ▪ 608 442-5223
▪ www.shannonwilson.com ▪

- Automobile service and repair facility (1926);
- Hydro-electric power plant.

While not considered "property use" an electrical transformer substation as well as documented use and storage of petroleum products were also identified in the AECOM Phase II Report.

Not identified in the AECOM report was the duration of the use of the property by the City of Stoughton as a public works garage.

Recent Site Investigation Activities

Vierbicher Associates, Inc (Vierbicher) completed a Phase I ESA for the property in March of 2015. Recognized Environmental Conditions (RECs) identified by Vierbicher include:

- Former automobile sales and service;
- Former waste oil storage container;
- Former Manufactured Gas Plant (MGP) site;
- Former electric transformer locations;
- Former crude oil underground storage tanks (USTs);
- Surface staining (suspected to be petroleum product); and
- Historic hydroelectric power plant location.

The AECOM Phase II ESA was completed based on the results of the Vierbicher Phase I ESA. According to the AECOM Phase II ESA report:

- Non-native fill material was identified in a number of soil borings completed at the property;
- Polynuclear aromatic hydrocarbons (PAHs) were identified at concentrations above WDNR residual contaminant levels (RCLs) protective of human health and groundwater quality in a number of soil borings at the property;
- Lead and arsenic were detected at concentrations that exceeded WDNR RCLs protective of groundwater quality as well as background threshold values (BTVs) at soil borings completed at the property;
- PCBS were not detected in soil samples collected;
- Lead and PAH concentrations in soil may be indicative of general automobile service/repair activities;
- Soil impacts exist in the vicinity of the former MGP gas holder as well as crude oil USTs;
- Trichloroethene, tetrachloroethene, and naphthalene were detected in groundwater samples above WDNR regulatory limits in the southeast corner of the property adjacent to the Yahara River.

- No specific source for TCE/PCE was identified in the Phase II ESA.

Future Property Development

Based on conversations with Mr. Curt Brink the property developer and the site conceptual design provided by your office, the property is a planned for residential development. As such, any soil remediation plan would need to achieve non-industrial RCLs that are protective of human health. In addition, the potential for organic vapors accumulating in living spaces is also a consideration that may need to be accounted for based on the results of the final environmental site investigation activities.

S&W has previous experience providing environmental consulting and site remediation services to Mr. Brink for his Archipelago Village redevelopment of the former Mautz paint facility in Madison, Wisconsin. This site is an active redevelopment that combines a hotel/restaurant, office space for a state government agency, and parking for tenants and guests over subsurface impacted with paint related compounds.

WDNR SITE EXPECTATIONS

In order to better define the scope of work on the property, S&W contacted Mr. Jeff Ackerman, the WDNR Project Manager for this site. The discussion with Mr. Ackerman focused on the following key issues and Phase I ESA data gaps that need further clarification:

- Define the horizontal and vertical extent of PAHs in the fill material;
- Investigate the extent of fuel/crude oil impacts to soil and groundwater southeast of the railroad tracks on the property;
- Identify the source and delineate the extent of naphthalene in soil and groundwater; and
- Determine if the TCE/PCE concentrations in groundwater are a random isolated occurrence or part of a larger chlorinated solvent plume.

Less obvious but still significant were the photoionization detector (PID) measurements for each of the soil boring logs recorded and presented in Table 2 of the Phase II ESA report. PID are calibrated to measure volatile organic compounds recorded in parts per million instrument units. The occurrence of concentrations of volatile organic compounds detected with the PID in borings at depth are not consistent with the results of the volatile organic chemical analysis. The source of these fugitive organic vapors may also need to be a consideration for further investigation.

SCOPE OF WORK

The scope of work is based on the required steps and documents outlined in the WDNR's notification letter to the City of Stoughton dated July 14, 2020. According to the Phase II ESA report, immediate action is not required to address the impacts to soil and groundwater at the property. As such, the following items will constitute the Scope of Work for the property.

Work Plan Submittal

S&W will create a work plan based on the requirements contained in chapter NR 700 of the Wis. Admin. Code The work plan will address the data gaps and key issues discussed with Mr. Ackerman as well as an assessment of vapor intrusion pathway. It will include the means and methods of the site investigation as required in chapter 716 of the Wis. Admin. Code as well as the rationale for the location of the additional soil borings and groundwater monitoring well sample locations.

Based on S&W's conversation with Mr. Ackerman of the WDNR, the work plan will consist of the following investigative tasks:

- Completion of 30-direct push soil borings on 30-ft centers to 15-feet below land surface (ft bls) in the SE corner of the property near the railroad tracks to investigate the extent of the fuel/crude oil tanks as well as identify the source of naphthalene in soil in that area.
- Completion of 16 direct push soil borings in the northern portion of the property at 60-ft centers to define the extent of PAHS in the urban fill material.
- Construction of three water table monitoring wells and 1 piezometer to evaluate the groundwater flow patterns, evaluate if groundwater is impacted by a fluctuating water table, and to determine if the TCE/PCE detected in groundwater is a random occurrence or part of a larger contaminant plume.

Rationale for the number of borings is based on the need to define the extent of any potentially impacted soil that would be excavated for building construction. Typically, the WDNR would require a soil management or materials management plan to ensure that impacted soil/fill materials are properly managed (e.g. used on site as clean fill or properly disposed of at a licensed facility).

Soil and groundwater samples will be collected and submitted for chemical analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and Resource Conservation and Recovery Act (RCRA) metals.

Field Investigation -Work Plan Implementation

Once approved, S&W will carry out the additional investigative tasks as described in the project work plan. Field activities typically consist of completion of investigative soil borings and groundwater monitoring wells to refine the characterization of the physical subsurface soil and groundwater features as well as the collection and chemical analysis of soil and groundwater samples to delineate the nature and extent of soil and groundwater contamination.

Notification and Reporting

By administrative law, environmental sample results must be reported within 10-days of receiving the sample results to the appropriate parties including the WDNR. At a minimum, S&W will provide the sample result notification to the WDNR. Additional parties to be notified will be discussed with the City of Stoughton.

S&W will also complete a site investigation report in accordance with chapter NR 716 of the Wis. Admin. Code. As required, the report will include the documentation of all observations made in the field as well as the results of the soil, groundwater and any other media submitted for chemical analysis. The report will present the findings of the investigation and recommendations for any corrective actions (if needed) or continuing obligations.

S&W will also prepare and submit the semi-annual reports for the property as needed until the WDNR grants final closure for the site.

Remedial Actions Options Report

If needed, S&W will prepare a Remedial Action Options Report (RAOR) that will evaluate a number of remedies for any contaminated soil, groundwater or other media in excess of WDNR regulatory standards. An evaluation of remedial alternatives will be addressed on an as needed basis. As such, costs for this task are not included in this initial proposal.

Case Closure Form Submittal

As a goal for all environmental site investigations, S&W will prepare and submit a Case Closure Form (4400-202) to the WDNR for the property. The details of the case closure document are based on site-specific information collected during the additional site investigation activities as well as the continuing conversation with the WDNR Project Manager. As such, the full scope of work and costs for this task are yet to be determined.

SCHEDULE

S&W has prepared a draft schedule based on the WNDR requirements provided in the Wis. Admin Code. The schedule is based on the date of the notification letter and is subject to change pending WDNR approval. Due dates proposed after the field investigation as the extent of the investigation has not yet been determined or approved by the WDNR.

Item	Duration	Initial/Due Date
WDNR Notification	0-days	July 14, 2020
Work plan submittal	60-days from notification	September 14, 2020
Field investigation	90-days from work plan submittal	December 14, 2020
Semi-Annual Reporting	Every 6-months	January/July 2020
Sample results notification	10-days from receipt of data	January 2, 2020
Site Investigation Report (SIR)	60-days after field work complete	March 14, 2020
Remedial Actions Options Report	60-days after submitting SIR	May 14, 2020
Case Closure Form Submittal	TBD	TBD

ESTIMATED PROJECT COSTS

S&W's estimated project cost for work plan development and negotiation with WDNR regulatory staff is $5,600. Estimated costs for Field Investigation activities, Site Investigation Report will be provided once there is a WDNR approved work plan in place. The table below presents average costs that are typically associated with each task. Again, these costs will be adjusted based on the WDNR approved work plan in place.

S&W will solicit three competitive bids for these commodity services prior to finalizing the overall project costs. All bidding documents and contractor selection criteria will be presented to the City of Stoughton prior to authorizing and subcontracted services. As discussed, costs associated with the RAOR and the Case Closure Form submittal are site-specific and are yet to be determined as the extent of impacts to soil, groundwater or other media have not been fully determined.

S&W Estimated Project Costs

Task 1 Workplan Development/Regulatory Correspondence	**$5,600.00**
Task 2 Field Investigation (Workplan implementation) (1)	$15,960.00
Task 3 Site Investigation Report (1)	$12,290.00
Chemical Analytical Laboratory (2)	$25,000 - $27,000
105 soil samples for VOCs/PAHs/RCRA Metals 10 groundwater samples for VOCs/PAHs/Metals	
Environmental Drilling Contractor (2)	$15,000 - $19,000
46 Direct push soil borings to 15-ft bls Installation of 3 groundwater monitoring wells and 1 piezometer	

(1) Final cost to be determined based on WDNR approved work plan
(2) Estimated commodity items; competitive bids to be obtained

WDNR FEES

The WDNR assesses fees for their review of documents and also for providing technical assistance during the site investigation/remediation/site closure process. Examples of some of the WDNR fees that would apply to this project include:

- Review of Site Investigation Work Plan - $700;
- Review of Site Investigation Report - $1,050;
- Review of Remedial Action Options Report - $1,050;
- Schedule a Technical Assistance Meeting - $700;
- Post-Closure Modifications; $1,050.

The WDNR Fees listed above is not all-inclusive. For a complete list of the WDNR Remediation & Redevelopment (R&R) program services and fees, please review the WDNR's website.

BROWNFIELD REDEVELOPMENT FUNDING

As we discussed, S&W can assist the City of Stoughton and their developer apply for various brownfield redevelopment and shoreline restoration grants. These are available through the EPA via the WDNR as well as from the US Army Corps of Engineering (shoreline and water-way restoration grants). The extent and costs associated with S&W's grant writing and financial aid assistance to the City of Stoughton are not hard-wired into this proposal document and can be discussed at the convenience of the appropriate city department

CONTRACT AGREEMENT

The approach, scope of work, schedule, and price contained in this proposal are subject to the *Shannon & Wilson Standard Terms and Conditions*, which are attached to and incorporated into this proposal.

OUR SERVICE PROMISE TO YOU

S&W is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation. If you feel that we are not delivering on our promise of quality service, we encourage you to take your concerns straight to me, the Madison Office Manager. My direct number is (314) 564-8139. Your project is important to us and we want to deliver our services to your full satisfaction.

If you have questions regarding this proposal or desire to modify the scope of work, please contact me at 314-564-8139 or mxr@shanwil.com.

If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization to proceed with the stated work. We appreciate your confidence in Shannon & Wilson.

Sincerely,

SHANNON & WILSON

Mark A. Rutkowski, P.G
Senior Associate/Office Manager

MXR

Enc. Standard General Terms and Conditions (All Purpose)

I accept the above proposal and authorize the stated work to proceed.

Signature	Date
Name (Printed or Typed)	Organization
Title	E-mail Address

Direct Correspondence to	**Please Direct Billings to**
Attention	Attention
Organization	Organization
Address	Address
City, State, & Zip	City, State, & Zip
E-mail Address	Billing Reference (Project Name, PO, or other identification)

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

Attachment to and part of our Proposal: 105887 Stoughton Garage

Date: August 12, 2020

To: Mr. Rodney J. Scheel

Re: Former Stoughton Public Works Garage

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson's scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson's services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson's scope of work, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson's Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson's scope of work is increased or decreased by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson's Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If Shannon & Wilson's schedule is increased or decreased by Client, Shannon & Wilson's compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT'S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship,

and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties
Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents
Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage
Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures
If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify, and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination
Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs
If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals
If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation
If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to

allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson, and indemnify and hold Shannon & Wilson harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety
Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance
Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment
If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality
Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents
All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in

writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - $1,000,000 each occurrence/$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - $1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - $10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and $500,000 per accident/$500,000 per disease/$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - $5,000,000 per claims/$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

Client shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers Compensation, and Employers Liability insurance, with limits no less than set forth above, and to cause Shannon & Wilson and its subcontractors to be listed as additional insureds on that Commercial General Liability insurance. Client shall require the project owner include the substance of this paragraph in the prime construction contract.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions
Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances
All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Contaminated Equipment and Consumables
Client shall reimburse Shannon & Wilson for the cost of decontaminating field or laboratory equipment that is contaminated by regulated materials encountered at the project site and for the cost of disposal and replacement of contaminated consumables. In some instances, the cost of decontamination may exceed the fair market value of the equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment. In such instances, Shannon & Wilson will notify Client and give Client the option of paying for decontamination or purchasing the equipment at its fair market value immediately prior to contamination. If Client elects to purchase equipment, Client and Shannon & Wilson will enter into a specific agreement for that purpose. Any equipment that cannot be decontaminated shall be considered a consumable.

Client's Liability for Hazardous or Toxic Materials
Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client shall: indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory

liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

B. Professional Liability Limited to $50,000 or 10% of Fee

With respect to professional errors or omissions only, notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the professional errors or omissions of Shannon & Wilson, its subcontractors, or their partners, officers, directors, employees, agents or, or any of them, shall not exceed the aggregate total amount of $50,000.00, or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater. If you are unwilling or unable to limit our professional liability to these sums, we will negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate the amount of this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total professional liability is limited to $50,000.00 or ten percent (10%) of the total compensation actually paid to Shannon & Wilson under this Agreement, whichever is greater.

ARTICLE 10 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of Shannon & Wilson's services under this Agreement. To the maximum extent

permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of Shannon & Wilson's services under this Agreement. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees
Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver
A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings
The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration
This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supercede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival
Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability
If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.