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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

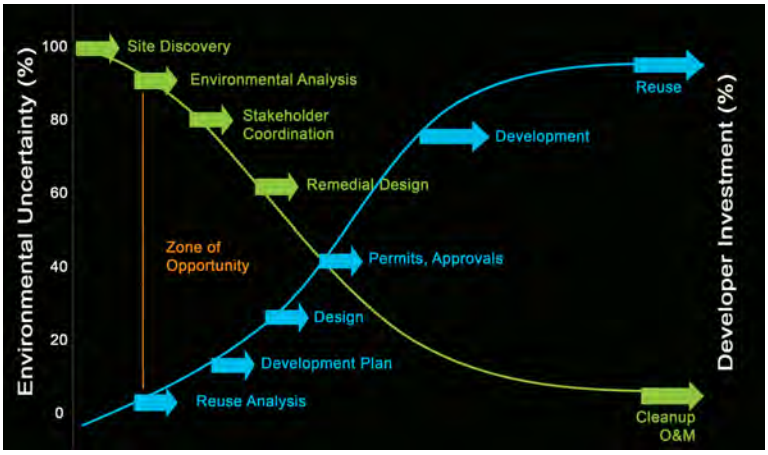
Brownfields — abandoned and underutilised commercial or industrial sites — represent significant challenges to property owners and communities. Adverse environmental conditions such as contaminated soils and groundwater, vacant buildings with asbestos and the presence of hazardous materials, significantly 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

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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.

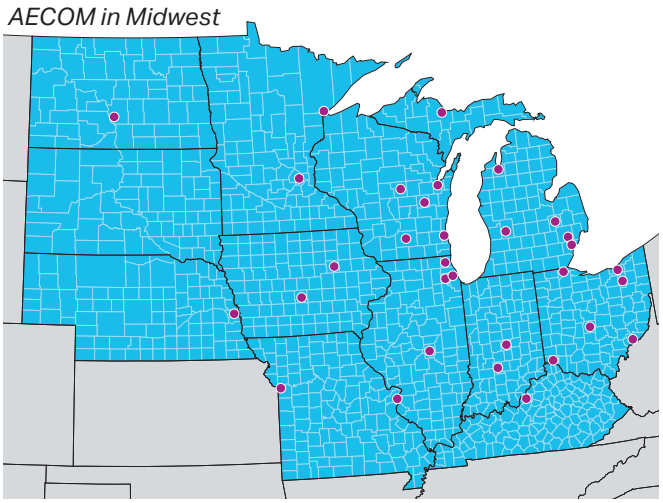
INNOVATIVE & SUSTAINABLE DESIGN APPROACH. AECOM invests in innovative technologies and thought leadership to bring the most cost effective and best technical solutions to each project. We are recognized globally for our expertise in green building, sustainable infrastructure, energy, water, and waste 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