

**CITY OF MERRILL  
Redevelopment Authority (RDA)**

**Thursday, April 3<sup>rd</sup>, 2014 at 8:00 a.m.  
Location – City Hall Council Chambers 1004 East 1<sup>st</sup> Street**

**AGENDA**

Voting RDA Members: Bill Bialecki, Ryan Schwartzman, Ralph Sturm, Wally Smith,  
Karen Karow, Jill Laufenberg, and David Hayes

1. Call to order
2. Consider approval of meeting minutes from March 4<sup>th</sup>, 2014
3. Review and discuss Lincoln House site redevelopment outline  
(Tax Increment District No. 6)
4. Consider proposal from AECOM for additional environmental investigation and  
groundwater monitoring – 806 N. Center Ave. former dry cleaner  
(Tax Incremental District No. 7)
5. Next RDA meeting
6. Public Comment
7. The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e) - deliberating or  
negotiating the purchasing of public properties, the investing of public funds, or conducting  
other specified public business, whenever competitive or bargaining reasons require a  
closed session to consider:
  - a. Potential TIF development incentives for proposed redevelopment projects in  
Tax Increment District No. 3 (East Side), No. 7 (N. Center Ave. Area)  
and No. 8 (West Side)
8. The RDA may potentially reconvene in open session to take action on closed session items
9. Adjournment

Agenda Prepared by RDA Secretary Kathy Unertl  
Reviewed by RDA President Bill Bialecki

The Merrill City Hall is accessible to the physically disadvantaged. If special  
accommodations are needed, please contact the Merrill City Hall at 536-5594.

*Date and time agenda was posted:* \_\_\_\_\_ *Posted by:* \_\_\_\_\_

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**City of Merrill  
Redevelopment Authority (RDA)**

**Tuesday, March 4<sup>th</sup>, 2014 at 8:00 A.M.  
City Hall Council Chambers**

RDA Present: Bill Bialecki, Ryan Schwartzman, Wally Smith, David Hayes,  
Ralph Sturm, and Jill Laufenberg

RDA Absent: Karen Karow

Others: City Administrator Dave Johnson, Finance Director Kathy Unertl, City Attorney Tom Hayden, Susan Ryman from Lincoln County Economic Development Corp (LCEDC), Mike Morrissey from Morrissey Consulting, Kristen Fish and Mary Rajek from Redevelopment Resources, City Building Inspector/Zoning Administrator Darin Pagel from Northwinds Inspection, Community Development Program Administrator Shari Wicke, Dean Fenske from AECOM, Dewey Pfister, Christine Vorpapel, and Collin Lueck from FotoNews

**Call to Order:** Chair Bialecki called the meeting to order at 8:00 a.m.

**Approval of meeting minutes from January 7<sup>th</sup>, 2014:**

**Motion (Schwartzman/Sturm to approve the meeting minutes. Carried.**

**Update and discussion on Lincoln House (Tax Increment District No. 6):**

City Administrator Johnson reported that it would cost an additional \$11,000 to remove both basement slabs to facilitate redevelopment of the site. Mayor Bialecki and Kristen Fish from Redevelopment Resources emphasized that a "clean site" would be most attractive for redevelopment. Mike Morrissey from Morrissey Consulting noted easier long-term maintenance based upon his experience in Wausau. Sturm commented that it was a matter of time for ground/pavement shifting if just breaking up slab and burying. Unertl advised that the City of Merrill/RDA has a substantial investment in this site.

**Motion (Schwartzman/Laufenberg) to authorize an \$11,000 change order with C&D Demolition to remove both basement slabs from the Lincoln House site. Carried.**

**Update on 913 E. Main St. and potential amendment of TID No. 6 boundary:**

City Building Inspector Darin Pagel advised that there is on-going structural evaluation of the 913 East Main Street building (i.e. former Guy's Shop/Karate) due to the roof collapse. It is likely that demolition will be the only option. Unertl noted that this site is not within the TID No. 6 boundary and that any consideration for amending the TID would be after demolition occurs. Bialecki also strongly recommended waiting on any potential TID No. 6 boundary amendment.

**Update on façade evaluation and potential options for 403 W. Main St. (St. Vincent building in Tax Increment District No. 8):**

Unertl distributed a building analysis report prepared by Stacy Ness from Kye Studios on 403 West Main Street. Sturm questioned why doing anything for property owner not asking for help. Further that TIF should be used to increase property valuations, bring in new businesses, and new jobs.

Laufenberg emphasized that at the public hearing on TID No. 8 amendment, Unertl reported that the RDA was interested in broader historical neighborhood preservation. Morrissey and Unertl noted that the white bubble façade does not fit with adjacent properties. The potential availability of grant funding through the Wisconsin Economic Development Corp. (WEDC) was noted.

The building analysis report will be provided to the property owner and meeting scheduled to discuss potential interest and options.

**Next RDA meeting:** Tentatively scheduled for Thursday, April 3<sup>rd</sup> at 8:00 a.m.

**Public Comment:** Christine Vorpapel emphasized the importance of historical renderings of potential façade restoration projects, such as 403 West Main Street. She also advised that there is potential grant funding, as well as historical preservation credits available.

**Closed Session:**

Chair Bialecki read the following: The RDA may convene in closed session per Wis. Stats. Sec. 19.85(1)(e) - deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider potential development incentives for proposed redevelopment projects in Tax Increment District No. 3 (East Side) and No. 8 (West Side).

**Motion (Schwartzman/Smith to convene in closed session. Carried on roll call vote at 8:35 a.m.**

During the closed session, there was discussion on potential TIF development incentives. City staff and contractors will continue negotiations with potential developers.

**Adjournment from Closed Session:**

**Motion (Schwartzman/Smith to adjourn the meeting at 9:16 a.m. Carried.**

Minutes prepared by RDA Secretary Kathy Unertl



## Merrill Lincoln House Site Redevelopment Outline

### PREP PHASE:

1. Once the site has been graded, dressed with topsoil and seeded, it is suggested that a temporary fence surround the site limiting access to help prevent/reduce any type of damage. A long term plan for a semi-permanent use could be developed based on length of process for selling.
2. A large (4' x 8') "FOR SALE" sign should be placed on the site large enough for the 'for sale' portion of the sign to be seen by traffic on 1st Street where the city's second highest daily traffic counts occur. The sign should be attractive and well-designed to create a sense of value and importance of the property.
3. An Environmental Review (Phase I) should be considered. Qualified developers will want/need that information (and no private lending will be offered until some kind of environmental review is conducted). The work should be kept to a minimum considering the long term commercial use of the property.

### MARKETING:

1. Prepare a letter from the Mayor informing the Common Council and RDA members of the approach planned to be taken to manage the city's most important downtown redevelopment site. The letter will provide necessary information as well as to locally market the opportunity.
2. In addition to the 'for sale' sign, notice of the opportunity should be placed on front page of city's website. Website info should include basic information like location map, lot size, asking price, zoning and expectation for development and contact information. Maybe add a quote from Mayor Bill or other city official citing this as a great development opportunity.
3. List property for free on locateinwisconsin.com websites for real estate. If utilizing a commercial broker, access to other real estate sites will be available.
4. Create a one page 'Information Sheet' much like the RFP material which was developed in 2011 for rehabilitating the building. Include in the information sheet an aerial photo of the site at a scale sufficient to illustrate surrounding neighborhood as well as show dimensions of the property, and all other relevant details including mention of possible TIF incentive.
5. Develop a list of features and benefits of a new development on the site. This will help sell a new development internally (citizens, elected officials) as well as externally.



#### SELLING THE SITE:

1. Aggressively market the site through direct contact with known developers and potential end users. Those contacts may include some of the former developer builders the city has worked with in the past. (Seno, Laurent, Samuels, e.g.), as well as potential commercial tenants from Merrill and the surrounding area.
2. Attract new local potential buyers. A lot of people come to city hall for variety of meetings, permits, payments, etc., so it is suggested that a (colored) 'Redevelopment Opportunity' presentation board with aerial photograph be developed and placed on an easel inside of city hall near the east parking lot entry.
3. Outline Development Goals: at some point the city will be asked what it desires on the site. Residential, commercial (retail/service) or a mixed-use development? Also, develop a range of total development dollar value given the sense of current economic conditions as well as how any development would serve the downtown and the community as a whole.
4. In order to answer questions and manage information, identify a single contact person who has necessary information and who can represent the city.

#### LONG TERM PLAN:

1. Because it's not known whether this property will sell this year or within 3 or more years, a long term plan should be considered. For example, once the site is clean and green but not sold would the city make the property available as green space, i.e., a semi-park like setting with benches for enjoyment by residents and visitors as well as prohibiting vehicles?



March 20, 2014

Ms. Kathy Unertl  
City of Merrill Redevelopment Authority  
1004 East First Street  
Merrill, WI, 54452

**Subject: Proposal for Additional Investigation and Groundwater Monitoring  
Former Modern Cleaners  
806 North Center Avenue, Merrill, Wisconsin  
BRRS Activity #02-35-000622  
AECOM Project No. 60247767**

Dear Ms. Unertl:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal to the City of Merrill Redevelopment Authority (RDA) for additional investigation and groundwater monitoring services associated with the Former Modern Cleaners site located at 806 North Center Street, Merrill, Wisconsin (the Site). The proposed scope of work is based on the additional work required by the Wisconsin Department of Natural Resources (WDNR) as stated in their August 2012 closure denial letter and recent emails and telephone conversations with Ms. Carrie Stoltz, the WDNR Site project manager. AECOM's proposed scope of services and associated project fees are provided below.

**BACKGROUND**

From 1995 through 2006, subsurface assessments were conducted by AECOM and other consultants on the subject property and off-site. Soil contaminated with tetrachloroethene (PCE) was identified on the subject property and within the adjacent right-of-ways. Groundwater contaminated with PCE was also identified on the subject property and extends off-site to the south, east, and west. From 2006 through 2008, AECOM coordinated and documented the removal of 1,141.63 tons of soil impacted with PCE at concentrations that exceeded the non-industrial direct contact residual contaminant level (RCL). It is estimated that approximately 3,816 cubic yards of soil impacted with PCE at concentrations that exceed the groundwater pathway generic RCL remain on the subject property and within the adjacent right-of-ways. On behalf of the City of Merrill RDA, AECOM submitted a request for case closure to the WDNR in July 2011.

In a letter dated August 26, 2011, the WDNR denied case closure, requesting additional groundwater monitoring and assessment of the vapor intrusion (VI) pathway. The WDNR had requested that two additional groundwater sampling events be conducted for groundwater monitoring Wells MW-10 through MW-20 and piezometer PZ-3 since these were newer wells that had only been sampled two to three times. Additionally, the WDNR had requested that MW-1 and MW-4, which are located on the Site, also be sampled. The purpose of the VI pathway investigation was to determine if sub-slab vapor concentrations of chlorinated volatile organic chemicals (CVOCs) were present at eleven off-site properties and evaluate whether further action regarding the VI pathway would be necessary. Groundwater samples were collected and submitted for laboratory analysis on April 4, 2012 and June 15, 2012. To date, the groundwater monitoring program has consisted of conducting a total of between two and eleven groundwater sampling events, depending on the well locations and the date

in which they were installed. The VI assessment was conducted during the weeks of April 9, 2012 and June 9, 2012.

Results of the supplemental groundwater sampling indicated that PCE concentrations generally remained the same and in some cases decreased. However, the PCE concentration at MW-18 (furthest down-gradient well) increased slightly from a preventive action limit (PAL) exceedance to an enforcement standard (ES) exceedance. The VI assessment results indicated that none of the collected vapor samples exceeded their respective residential and/or non-residential indoor air screening levels. In a letter dated July 17, 2012 AECOM summarized the results of additional groundwater monitoring and the vapor intrusion pathway investigation conducted for the Site. In general, the majority of the groundwater contaminant plume appeared to be stable and/or receding. In addition, the vapor intrusion assessment indicated that vapor intrusion was not an issue for properties that overlie the ES groundwater contaminant plume. Based on the results AECOM requested that the Site be closed with placement on the WDNR geographic information system (GIS) Registry for residual soil and groundwater contamination.

In a letter dated August 7, 2012, the WDNR again denied case closure indicating an undefined degree and extent of down-gradient PCE contamination existed. The WDNR indicated that additional groundwater monitoring wells and a piezometer are needed to define the extent of ES exceedances. The WDNR further indicated that some of the existing monitoring wells should continue to be sampled as part of a groundwater monitoring plan.

#### **PROPOSED SCOPE OF SERVICES**

The proposed scope of services described below are based on the additional work required by the WDNR as stated in their August 2012 closure denial letter and recent emails and telephone conversations with Ms. Stoltz. Ms. Stoltz reviewed the project file and the Northern Region Closure Committee's notes and discussed the project with the former WDNR project manager, Ms. Brenda Halminiak.

Groundwater monitoring wells are proposed to be advanced to further define the down-gradient extent of the groundwater plume, confirm groundwater flow direction, evaluate groundwater quality and establish contaminant trends. One groundwater monitoring well (designated MW-21) is proposed to be advanced on the north side of East 2<sup>nd</sup> Street, down-gradient of MW-18. Two groundwater monitoring wells (designated MW-22 and MW-23) are proposed to be advanced in side-gradient locations to the east and west of North Center Avenue on East 3<sup>rd</sup> Street. One piezometer (designated PZ-4) is proposed to be nested with monitoring well MW-21 on the north side of East 2<sup>nd</sup> Street. The proposed well and piezometer locations are based on a site map provided by Ms. Stoltz and produced by the Closure Committee during the previous closure request review. The proposed well and piezometer locations are illustrated on the attached Figure 1. The purpose of the piezometer is to evaluate the chlorinated compounds in the groundwater at deeper depths since chlorinated related compounds are generally classified as "sinkers". Groundwater is anticipated to exist at depths of approximately 18 to 28 feet below ground surface (bgs) dependent upon well location in the well network. Groundwater in the vicinity of MW-18 is anticipated to exist at a depth of approximately 28 feet bgs, therefore, each additional down-gradient and side-gradient well will be advanced to a depth of approximately 36 feet bgs. The piezometer will be advanced to a depth of approximately 50 to 55 feet bgs. Soil samples for laboratory analysis will not be collected from the soil borings advanced for groundwater monitoring well/piezometer construction. Soil samples will be collected for the preparation of soil boring logs.

#### **Preparation of Bids:**

AECOM will prepare scopes of work and request competitive bids for soil boring and monitoring well/piezometer installation services. AECOM will also prepare scopes of work and request competitive bids for laboratory analysis services.

#### Health and Safety:

AECOM will update the existing Health and Safety Plan (HASP) for the field work. The HASP will contain a summary of known site contaminants and other site hazards, emergency resources available, personnel protection, decontamination procedures and emergency procedures recommended for this project. Project field personnel will read and be familiar with the HASP prior to beginning the fieldwork. Additionally, AECOM, or our subcontractors, will be responsible for identifying publicly located underground utilities prior to commencing work.

#### Monitoring Well/Piezometer Installation:

The groundwater monitoring wells and the piezometer will be installed in accordance with WDNR requirements listed in NR 141, WAC. Well construction and development activities will be documented on the appropriate WDNR forms. The groundwater monitoring wells will be constructed using a 10-foot long, Schedule 40, slotted (0.010-inch) PVC screen and Schedule 40, flush-threaded, PVC riser pipe. The piezometer will be constructed using a 5-foot long, Schedule 40, slotted (0.010-inch) PVC screen and Schedule 40, flush-threaded PVC riser pipe. A sand filter pack will be placed in the annular space adjacent to the well screen and to approximately 0.5 foot above the top of the screen. An approximate one-foot thickness of fine-sand pack is typically placed above the filter pack. The remainder of the annular space will be filled with hydrated chipped bentonite or bentonite pellets. The riser will be cut off below the ground surface and a well cap with a lock will be placed on the riser. A flush mount protected steel casing will be used to protect the wells and piezometer. Based on the proposed well depths and locations it is anticipated that well construction will take approximately two days to complete.

The monitoring wells and the piezometer will be developed after installation using a single-stage pump or a bailer in accordance with NR 141 WAC requirements. If the well cannot be purged dry, 10 well volumes of water will be removed. If a well bails or pumps dry before removing 10 well volumes, the well will be purged dry several times until the turbidity of the water is reduced. Dedicated bailers and tubing will be used to develop the well. Purge water will be placed in a 55-gallon drum for later testing and disposal. Based on the well depths and locations and the necessity to transfer purge water from the wells back to drums at the site, it is anticipated that development of four new wells may take up to two days to complete.

#### Elevation Survey:

Prior to collecting additional groundwater samples, AECOM proposes to survey the elevations of monitoring wells MW-21 through MW-23 and PZ-4 to prepare groundwater flow direction maps for the area off-site in the down gradient direction.

#### Groundwater Monitoring:

Groundwater samples will be collected a minimum of 24 hours after well development. Prior to sample collection, the depth to the water level and to the bottom of the well will be measured in order to determine the volume of water in the well. The well will then be purged of three to five well volumes using a submersible pump or dedicated bailer, unless the well bails dry. Groundwater samples will then be collected using low flow methods with a submersible pump and dedicated polyethylene tubing.

Groundwater samples will be placed in appropriate pre-cleaned, laboratory-supplied sample jars. Sample labels will be adhered to each sample jar and will contain the sample identification number (project and facility), date and time of collection, analysis to be conducted, preservative (if applicable), and the sampler's initials. A chain-of-custody (COC) form will be completed immediately after sample collection and the samples will be placed in a cooler and shipped under standard COC procedures to the analytical laboratory.

A total of four (4) additional groundwater sampling events are proposed as indicated by Ms. Stoltz based on her review of the Closure Committee's notes. Following construction of the new wells and piezometer, a total of fourteen (14) groundwater monitoring points will exist. During the first, second, and third sampling events AECOM proposes to conduct groundwater monitoring at a total of seven (7) wells: off-site wells MW-18 through MW-23 and piezometer PZ-4. During the last sampling event AECOM proposes to conduct groundwater monitoring at a total of ten (10) wells: MW-1, MW-11, MW-15, MW-18 through MW-23 and piezometer PZ-4. Field parameters will also be collected from each of the wells during each sampling event. The field parameters will include water level measurements, dissolved oxygen, oxidation reduction potential, color, odor, pH, temperature, conductivity, and turbidity.

#### Laboratory Analysis:

Groundwater samples and quality control trip blanks will be submitted for laboratory analysis of volatile organic compounds (VOC's). AECOM will subcontract a State of Wisconsin (WDNR) Certified laboratory. The analytical method is as follows:

- Groundwater Analytical Methods:  
VOC's (U.S. EPA, Solid Waste SW-846 Method 8260)

#### Investigative Waste Management

Soil boring cuttings generated during the construction of the monitoring wells/piezometer will be placed into 55-gallon drums that will be temporarily staged on the subject site. Likewise, water generated from well development and purging the wells prior to sampling will be placed in 55-gallon drums and temporarily staged on site until proper disposal methods are determined. Based on the scope of the additional services we anticipate that up to twelve (12) drums of soil and up to twelve (12) drums of water will be generated during the additional assessment required. AECOM will coordinate proper disposal of the investigative wastes provided the City of Merrill signs the appropriate waste profile and manifest forms prior to completion of the final report for this project. AECOM has contacted the Lincoln County landfill and the landfill has agreed that the soil cuttings can be disposed of utilizing the 2008 soil profile and associated laboratory results with the submittal of an updated signed profile form.

#### Reporting:

Upon completing the additional groundwater sampling, AECOM will prepare a supplemental letter report to support the closure request report that was previously submitted to the WDNR. The information obtained will be compiled into tables, boring logs and figures, as appropriate to allow for evaluation of site conditions. Laboratory results of groundwater samples will be compared to WAC NR 140 ES and PALs. The report will include a summary of field and laboratory procedures used, tabulated analytical data, a discussion of the findings of the additional investigation and recommendations. A draft report in electronic format will be submitted to the City of Merrill for their review and comment prior to submitting a final report.

In the event that the WDNR grants closure status to the site, AECOM has also included costs to abandon the existing and proposed groundwater monitoring wells/piezometers (14).

### **PROJECT SCHEDULE**

AECOM is prepared to begin project coordination within two weeks of receiving authorization to proceed. Field work can be scheduled as weather permits and will be dependent on the availability of the drilling subcontractor. AECOM anticipates that well installation activities could be conducted in

April/May 2014 (weather permitting) with collection of the first round of groundwater samples in May/June 2014. The subsequent groundwater sampling rounds would tentatively be scheduled for August, November 2014, and February/March 2015. We anticipate that analytical results will be available within two weeks of receipt by the laboratory. It is anticipated that a supplemental case closure letter report will be submitted to the WDNR within four to eight weeks after completion of the final groundwater sampling event. If the WDNR grants closure status for the project, the groundwater monitoring wells could be abandoned in spring/summer 2015.

**PROJECT COSTS**

The professional services are estimated to cost \$40,395.00 and will be conducted on a time and expense basis in accordance with the attached commercial terms and general conditions. For informational purposes the following table presents an estimated breakdown of project fees.

| Estimated Breakdown of Project Fees |                 |
|-------------------------------------|-----------------|
| Services:                           | Estimated Fees: |
| Project Management/Coordination     | \$4,300         |
| Field Work/Expenses                 | \$14,670        |
| Reporting                           | \$4,230         |
| Laboratory Analytical               | \$2,390         |
| Drilling/Well Installation          | \$7,665         |
| Purge/Development Water Disposal    | \$1,890         |
| Soil Cutting Disposal               | \$1,890         |
| Well Abandonment                    | \$3,360         |
| Total Estimated Fees:               | \$40,395        |

**AUTHORIZATION**

If the terms of this proposal are acceptable, please acknowledge your acceptance of this proposal by signing and returning the attached Authorization to Proceed form.

AECOM appreciates the opportunity to submit this proposal to the Merrill Redevelopment Authority. If you have any questions, please contact Dean Fenske at (715) 342-3043 – [dean.fenske@aecom.com](mailto:dean.fenske@aecom.com). We look forward to continue working with you on this project.

Sincerely,



Dean W. Fenske  
Project Manager



David S. Senfelds, PE, CHMM  
Office Manager, Environment

**Attachments:**

- Figure 1 – Proposed Groundwater Monitoring Well/Piezometer Location Plan
- Authorization to Proceed
- Commercial Terms
- General Conditions





**AUTHORIZATION TO PROCEED**

**Additional Investigation and Groundwater Monitoring Services  
Former Modern Cleaners  
806 North Center Avenue, Merrill, Wisconsin  
AECOM Project No. 60247767**

**A. Purpose of Task Order**

AECOM is to provide consulting and subcontract services associated with groundwater monitoring and closure request activities at the City of Merrill's Former Modern Cleaners site.

The terms of the project proposal dated March 20, 2014 and attached commercial terms and general conditions, and this Authorization to Proceed dated March 20, 2014 will be applied to this additional work. Additional tasks to complete the project after conditional closure is approved are listed below.

**B. Scope of Work**

- Monitoring well/piezometer installation, development and survey;
- Conduct four groundwater sampling rounds;
- Soil and groundwater drum disposal;
- Supplemental closure request letter report;
- Monitoring well abandonment; and
- Submittal of well abandonment forms to WDNR.

**C. Schedule**

AECOM will commence the additional activities upon written authorization to proceed.

**D. Compensation**

The cost to complete the additional activities is estimated to be \$40,395.00.

By signing below and returning to Dean W. Fenske at AECOM's Stevens Point, Wisconsin office, this letter will serve as written authorization to proceed.

The above is understood and authorization to proceed is given as noted by the undersigned:

**Proposal Date: March 20, 2014**

**Approved by:  
City of Merrill**

**Accepted by:  
AECOM**

\_\_\_\_\_  
Authorized Individual

David S. Senfelds, P.E., CHMM  
Authorized Individual

\_\_\_\_\_  
Title

Operations Manager, Environment  
Title

\_\_\_\_\_  
Date

3/20/14  
Date

Effective January 1, 2014

**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 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 based on the actual salary of individuals providing service under this Agreement, plus overhead and profit. Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

| STAFF CATEGORY                                                                                                    | RATE/HOUR     |
|-------------------------------------------------------------------------------------------------------------------|---------------|
| Technician I, Project Administrator I                                                                             | \$40 - \$65   |
| Data Administrator I, Technician II                                                                               | \$45 - \$70   |
| Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I                                    | \$50 - \$80   |
| Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III                             | \$70 - \$105  |
| Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III | \$80 - \$120  |
| Project Manager I, Scientist IV, Engineer III, Construction Mgmt III                                              | \$100 - \$140 |
| Scientist V, Engineer IV                                                                                          | \$120 - \$165 |
| Project Director I, Project Manager II, Construction Mgmt IV                                                      | \$135 - \$180 |
| Project Director II, III, IV, Engineer V                                                                          | \$150 - \$195 |

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel 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 to the extent the employee works more than 40 hours per week for Client.

**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 Rate, 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 non-labor costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include, but are not limited to, subcontracts, materials, shipping charges, travel expenses, special fees, permits, document production, special insurance and licenses, outside computer time, and miscellaneous costs. Other Direct Costs will be billed at actual cost unless specified differently below. Subcontract and Subconsultant Services such as laboratory analytical, drilling, direct-push sampling, engineering, and other specialized Services will be computed on the basis of actual cost plus a five percent (5%) fee. Cost for use of field equipment, safety equipment, and field sampling equipment will be billed in accordance with AECOM's Equipment Rate Schedule. Costs for equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. Travel using personal vehicles (i.e. mileage) will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. Per diem costs for meals and incidental expenses will be billed in accordance with Federal Per Diem Rates. All other internal/general office expenses (telephone, facsimile, etc.) are included in overhead and will not be billed separately.

**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 and the attached General Conditions Form 102 (01/12) govern the performance of the Services and rights and obligations of the parties.

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 understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. 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.

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.

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. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.

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, defend 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, defend 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. REMEDIES.** Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

**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 assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM 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.** AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

**13. LIMITATIONS OF LIABILITY.** To the greatest extent allowed by law, Client agrees that AECOM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by AECOM hereunder. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify Company.

**14. 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 or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

**15. 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, 9, 10, 13 & 14 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.