


Schultz, Josie M - DNR

From: Killian, Paul <pkillian@geiconsultants.com>
Sent: Friday, November 22, 2019 3:44 PM
To: qefnez@yahoo.com
Cc: Schultz, Josie M - DNR; Sandmire, Kyle
Subject: RE: [EXT] Re: Revised Proposal_One-Hour Martinizing

We can get started with your signature on the services agreement attached to the proposal.

We can order the Summa Canisters today but wouldn't get them until next week. I don't think we want to do the indoor air sampling over the holiday weekend so I think we should plan for the week of December 2 at the earliest.

 PAUL J. KILLIAN, P.E.
Vice President/Senior Project Manager
920.455.8200 cell: 920.737.5468 fax: 920.455.8225
3159 Voyager Drive, Green Bay, WI 54311



From: qefli neziri <qefnez@yahoo.com>
Sent: Friday, November 22, 2019 3:10 PM
To: Killian, Paul <pkillian@geiconsultants.com>
Cc: Schultz, Josie M - DNR <josie.schultz@wisconsin.gov>; Sandmire, Kyle <KSandmire@geiconsultants.com>
Subject: [EXT] Re: Revised Proposal_One-Hour Martinizing

Hi Paul,

Thank you and let me know how we can proceed. Is everything paid upfront and do you have a start date in mind?

Neziri

[Sent from Yahoo Mail on Android](#)

On Fri, Nov 22, 2019 at 11:51 AM, Killian, Paul
<pkillian@geiconsultants.com> wrote:

Qefli

Attached is our revised proposal to complete the vapor sampling at your Military Avenue property in Green Bay. The tasks presented in this proposal are limited to the vapor sample collection and laboratory analysis. There are no costs related to preparing a formal report or providing design and construction of a vapor mitigation system.

I think this provides a pathway for moving forward in meeting the initial conditions and concerns of WDNR. Depending on results of this vapor sampling we can determine appropriate next steps.

I understand that these services, provided as interim action, are eligible for partial reimbursement through the DERF program. I believe WDNR will need the signed DERF agent agreement between you and Mike Nass to confirm this.

Please contact us with any questions.

Thank you.



PAUL J. KILLIAN, P.E.
Vice President/Senior Project Manager
920.455.8200 cell: 920.737.5468 fax: 920.455.8225
3159 Voyager Drive, Green Bay, WI 54311



Consulting
Engineers and
Scientists

November 22, 2019

VIA EMAIL: qefnez@yahoo.com

Mr. Qefli Neziri
Innovative Properties Group, LLC
628 N 8th Street
Manitowoc, Wisconsin 54220-3920

**RE: Proposal for Interim Action (Revised)
Vapor Intrusion Assessment
1233 South Military Avenue
Green Bay, Wisconsin
BRRTS # 02-05-217-270**

Dear Mr. Neziri,

GEI Consultants Inc. (GEI) is pleased to provide this proposal to complete the first phase of interim action monitoring as required by the Wisconsin Department of Natural Resources (WDNR) for the property located at 1233 South Military Avenue in Green Bay, Wisconsin. The scope of services outlined in this proposal is based on GEI's understanding of site conditions as determined from our recent site visit on September 13, 2019, a telephone conversation with Ms. Josie Schultz, WDNR Project Manager on Thursday, October 10, 2019, and Monday, October 14, 2019, and recent correspondence via email.

The proposed sampling and response action is related to the One-Hour Martinizing operation, an active dry-cleaning business, which occupies one of the retail spaces in the approximately 1.53 acre multi-use commercial property. In 1999, an apparent release of chlorinated hydrocarbons (solvents) from the dry-cleaning operation was reported to the WDNR which prompted subsequent environmental sampling to evaluate the environment and human health risk related to this release. The environmental response action is tracked under the WDNR Bureau of Remediation and Redevelopment (BRRTS # 02-05-217-270).

GEI completed a site visit of the property on September 13, 2019, at which time we met with Mr. Jerry Bruley and observed conditions of the basement area including the sumps and ejector pit related to the foundation drainage system. GEI also observed conditions of the groundwater monitoring wells and some of the commercial space, including the area occupied and operated by One-Hour Martinizing.

GEI understands that this property was enrolled in the Wisconsin Dry Cleaner Environmental Reimbursement Fund (DERF) program. This is a state program initiated in 1997 and supported by the dry-cleaning industry to cover eligible costs associated with responding to, investigating, and cleaning up contamination caused by releases of dry-cleaning solvents. Although the DERF program was closed to new applicants in 2008, the Military Avenue property may still be eligible for continued financial assistance due to its previous enrollment in the program. If the site is still enrolled in the DERF program, specific reporting obligations are required to maintain eligibility. GEI will work with you and the WDNR to determine DERF status and comply with appropriate reporting requirements.

The most recent site assessment records maintained by the WDNR indicate groundwater quality assessment and vapor testing have not been completed on the property since 2015. It is GEI's understanding that the WDNR recently received and reviewed results of vapor testing completed on the property in 2015 and are requiring interim action to evaluate the potential risk to building occupants.

GEI understands that the WDNR is receptive to completing the interim action in a phased approach in an effort to control costs while addressing the immediate concerns of the WDNR. GEI received confirmation from Ms. Josie Schulz on November 11, 2019, that the following actions can be completed in the first phase:

1. Complete indoor air sampling at each retail space and basement area with the exception of the area occupied by One-Hour Martinizing.
2. Complete sub-slab vapor sampling at each retail space and basement area.
3. Complete vapor sampling in the headspace of each sump pit on the two basement areas.
4. Provide the WDNR with the analytical test results.

This proposal outlines GEI's understanding of the project and the scope of services, anticipated schedule, and associated costs for this project.

Scope of Services

Indoor Ambient Air Sampling

GEI will collect ambient indoor air samples from the following locations:

- Jim's Music Retail – 2 locations (front and back)
- Jim's Music Lesson – 1 location
- Basement below Jim's Music Retail – 1 location
- Basement Below Jim's Music Lesson – 1 location
- Other retail spaces- 2 locations (Edward Jones Investments, Williams Taekwondo)
- Outdoor Sample – 1 location (representative of ventilation air entering buildings)

As directed by WDNR, these ambient air samples will be collected over a 8-hour duration (as opposed to 24-hour duration samples). The 8-hour window for sampling would be determined by WDNR.

Samples will be collected using six-liter stainless-steel vacuum sampling devices (SUMMA® canisters) with flow controllers calibrated for the required 8-hour sample duration. The sampling canisters will be positioned with inlet extensions, as necessary, to collect samples representative of the breathing zone (approximately 5 feet above the ground). At the completion of the sampling interval, the canister will be closed and gauged with the final vacuums recorded. The canisters will be sealed and submitted to a state-certified analytical laboratory under standard chain-of-custody control.

Vapor samples will be analyzed by Pace Analytical (Pace) for perchloroethylene (PCE), trichloroethylene (TCE), dichloroethane [(DCE) cis and trans] and vinyl chloride (VC) consistent with Environmental Protection Agency (EPA) Method TO-15.

Results of chemical analysis completed on the indoor air samples will be submitted electronically, via email, directly from the laboratory to the WDNR project manager with copies to GEI.

Please note that duplicate vapor samples are typically collected as part of an indoor air assessment. However, toward the goal of controlling costs, the proposed scope of services does not include duplicate vapor samples. Project stakeholders (collectively GEI, the WDNR, and the Owner) recognize and accept the potential risks of eliminated duplicate samples from the indoor air assessment.

Sub-slab Vapor Sampling

Following completion of the indoor ambient air sampling, GEI will complete sub-slab vapor sampling below the poured slab-on-grade retail areas and below poured basement areas (two total from Jim's Music basement areas) and beneath the floor slabs of the remaining retail spaces including Jim's Music Retail, Edward Jones Investments, Williams Taekwondo and One-Hour Martinizing. GEI will install sub-slab vapor sampling ports and collect 30-minute sub-slab vapor samples from the following retail spaces:

- Jim's Music Retail – 1 location (space not over basements)
- Basement below Retail – 1 location
- Basement Below Lesson – 1 location
- Other retail spaces – 3 locations (1 from each area)

To complete this sample, GEI will install sub-slab vapor sampling ports by drilling a small diameter (nominal 5/8-inch diameter) hole through the concrete floor extending into the underlying subgrade. A stainless-steel probe will be placed in the hole and an airtight seal created around the metal probe. After the probe has been leak tested, the probe will be purged for several minutes prior to collecting the vapor sample. The sub-slab vapor sample will be collected using a helium shroud and SUMMA® canister with a flow control to maintain 100 to 200 milliliters per min (ml/min) of air flow for an approximately 30-minute sample duration. Pressure readings will be collected by GEI to determine pressure gradient between sub slab air and air pressure within the residence.

The sub-slab vapor will be left in place, (depending on tenant activity) to facilitate the ability to test the sub-slab vacuum distribution generated by any future vapor mitigation system and to collect subsequent vapor samples to document changes in sub-slab vapor concentrations.

Sub-slab vapor samples will be submitted to Pace for analysis of PCE, TCE, DCE (cis and trans) and VC using the Environmental Protection Agency (EPA) Method TO-15.

Sump Pits – Head-space Vapor Sampling Assessment

GEI will collect vapor samples from the existing sump pits and ejector pit within the basement beneath Jim's Music Retail space. GEI will collect a total of four vapor samples from the sump pits and ejector pit.

GEI will install vapor shrouds and vapor monitoring ports on each of the sump pits and on the ejector pit in the building to facilitate collection of the vapor samples. After the shrouds have been leak tested, the pits will be purged for several minutes prior to collecting the vapor samples. The vapor samples will be collected using a SUMMA® canister at each location with a flow control to maintain 100 to 200 milliliters per min (ml/min) of air flow for an approximately 30- minute sample duration.

Vapor samples collected from the sumps will be submitted to Pace for analysis of PCE, TCE, DCE (cis and trans) and VC using the EPA Method TO-15.

Following receipt of analytical test results, GEI will forward copies of the analytical test reports to the WDNR. No formal report with conclusions and recommendations will be provided as part of this phase of the interim action. A written letter report to document the vapor sampling activities and discuss the significance of the analytical test results can be provided as a subsequent project phase. Costs associated in the second phase of work, including the written letter report, will be included in a subsequent proposal. The report will include a written summary of procedures and results, tabular summary of substances detected in the vapor samples, and figures to illustrate sampling locations. The report will also include recommendations for vapor mitigation and additional environmental monitoring to direct the site towards environmental closure.

Assumptions

GEI assumes that access to the retail areas and basement(s) of the building will be provided and that the air and vapor sampling can be completed during 3 consecutive work days. If more than 3 days are required to complete the fieldwork due to site or subsurface conditions and/or other limitations beyond GEI's control, additional cost may be incurred.

GEI assumes that a standard laboratory reporting time (generally 7 to 10 business days from the date of sample submittal) will be sufficient for this project. Sample analysis can be expedited for an additional cost, if requested.

Project Schedule

GEI understands the desire to complete the air and vapor sampling activities as soon as practicable. Preparation for these services can be initiated upon receipt of authorization to proceed. GEI can complete the air and vapor sampling assessment within a week from the notice to proceed. Analytical testing results will be provided to the Client and the WDNR as key findings become available from the laboratory assuming a standard laboratory reporting time (generally 7 to 10 business days from the date of sample submittal). GEI will promptly notify you if any delays are encountered during performance of these services.

Fee and Conditions of Service

GEI proposes to complete these services for a lump-sum fee of \$10,650 in accordance with the terms and conditions of the attached Standard Professional Services Agreement. A summary of our estimated fees associated with these services is provided below:

Item	Estimated Cost
Health and Safety Plan	\$ 380
GEI Labor and Expenses (Indoor air, sub-slab and sump pit sampling)	\$6,400
Laboratory Analysis of Vapor Samples (18 samples)	\$3,870
<hr/>	
Total Estimated Cost	\$10,650


The cost proposal summarized above does not include costs related to preparation of a written letter report or design and installation of a vapor mitigation system.

We propose to complete the services outlined in this proposal for a lump sum fee of \$10,650, as outlined in the table above. Changes, if any, to the scope of services will be discussed with you, and written approval will be requested prior to additional services being performed and additional charges being incurred.

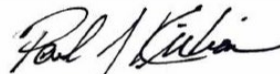
Should you have any questions with regard to the Scope of Services, project fee, or anticipated work schedule as presented herein, please contact us. We thank you for the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

GEI CONSULTANTS, INC.



Kyle Sandmire
Environmental Scientist



Paul Killian, P.E.
Vice President

Enclosures:

Standard Professional Services Agreement

KCS:cah

Proposal_Phase II ESA_One-Hour Martinizing_20191122.docx

STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

Innovative Properties Group, LLC, 628 N 8th Street, Manitowoc, Wisconsin 54220-3920 and
GEI Consultants, Inc., 3159 Voyager Drive, Green Bay, Wisconsin 54311

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.

- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use

and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall be at CLIENT’s sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT’s labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney’s fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT’s and GEI’s representatives with respect to the services provided under this Agreement:

For CLIENT:	Qefli Neziri _____ 628 N 8 th Street _____ Manitowoc, Wisconsin 54220-3920 _____
For GEI:	Paul Killian, P.E., Vice President _____ 3159 Voyager Drive _____ Green Bay, Wisconsin 54301 _____

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party’s Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.
- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- ~~Exhibit G, Special Provisions for Opinions of Probable Construction Costs~~
- ~~Exhibit H, Special Provisions for Construction Services~~

16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:


By: _____
(Signature)
Qefli Neziri

(Print Name)

(Title)

(Date)

For GEI:

By:  _____
(Signature)
Paul Killian

(Print Name)
Vice President

(Title)
November 22, 2019

(Date)

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Scope of Services and Schedule

See attached Proposal for Interim Action (Revised), Vapor Intrusion Assessment , 1233 South Military Avenue,
Green Bay, Wisconsin, BRRTS # 02-05-217-270, dated November 22, 2019.

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

Payment Terms

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

STANDARD PROFESSIONAL SERVICES AGREEMENT**EXHIBIT C****Insurance**

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 - 1. In accordance with the laws of the state(s) in which services are performed.

- B. Commercial General Liability (CGL) Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 - 2. Including explosion, underground drilling excavation, and collapse hazards.
 - 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.

- C. Comprehensive Automobile Insurance:
 - 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 - 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.

- D. Professional Liability Insurance:
 - 1. \$1,000,000 per claim and in aggregate.

STANDARD PROFESSIONAL SERVICES AGREEMENT

EXHIBIT D

Special Provisions for Field Services

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.
- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and

by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.