

**From:** Ales, Stephen M - DNR  
**Sent:** Monday, June 25, 2018 2:02 PM  
**To:** Lanette.Altenbach@aecom.com  
**Cc:** Haag, Christine T - DNR; Beggs, Tauren R - DNR; Fox, Shelley L - DNR  
**Subject:** Contract for sampling in Manitowoc

Lanette:

Here is a signed copy of the work to be completed at Newton Pit and the former Mirro site in Manitowoc. Please work with Tauren to proceed with the approved scope of work. Shelley Fox is processing the purchase order and you will receive that once she has it completed.

Steve Ales



~~20180625143111~~

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**Stephen M. Ales, P.G.**

Field Operations Director  
Remediation and Redevelopment Program  
Wisconsin Department of Natural Resources  
101 South Webster  
Box 7921  
Madison, WI 53707-7921  
Phone: (608) 264-6014  
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**State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
Madison, Wisconsin**

THIS AGREEMENT is made and entered into by and between the State of Wisconsin, hereinafter called the "State", by its Department of Natural Resources, hereinafter called the "Department", executing this Agreement, and AECOM Technical Services, Inc., hereinafter called the "Consultant", for the work included in the Consultant's Proposal, specified in Section 34 of the General Terms and Conditions below. Costs for the work shall be reimbursed in accordance with the attached proposal up to a maximum agreed amount NOT TO EXCEED \$37,575.25 (Thirty-Seven Thousand, Five Hundred Seventy-Five Dollars and Twenty-Five Cents).

For administrative purposes a contingency fund of \$2,000 (Two Thousand Dollars) is approved for use on this project. The contingency fund may be used only with the prior approval of the Department and at the sole discretion of the Department. This contingency fund is not a part of the maximum NOT TO EXCEED amount agreed upon for the services in the proposal.

**WITNESSETH**

WHEREAS, the Department proposes development of a project, hereinafter named the "Project", which is described as follows: Sampling and Analysis for an Emerging Contaminant Assessment of Groundwater at the Former Town of Newton Gravel Pit (BRRTS No. 02-36-000268) and former Mirro Plant (BRRTS No. 02-36-545108) Sites in Manitowoc, Wisconsin.

WHEREAS, the Department deems it advisable to engage the services of a Consultant to furnish professional services in connection with the Project.

WHEREAS, the Department has authority as provided in Section 23.41 of the Wisconsin Statutes to engage such services.

WHEREAS, the Consultant has signified its willingness to furnish services for the Department.

NOW THEREFORE, in consideration of these premises and their mutual and dependent agreements, the parties hereto agree as set forth in the following pages which are annexed hereto and made a part hereof. (Pages 1 to 7, inclusive.)

IN WITNESS WHEREOF, the Department and the Consultant have executed this AGREEMENT.

**AECOM TECHNICAL SERVICES, INC.**

By 

Title Associate Vice Pres.

Date 6/20/18

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES**

By 

Darsi J. Foss, Program Director,  
Remediation and Redevelopment

Date 6/25/18

Approved:

By 

James A. Zellmer, Deputy Administrator  
Environmental Management Division

Date 6/25/18

*GENERAL SERVICES AGREEMENT*  
**GENERAL TERMS AND CONDITIONS**

- |   |  |
|---|--|
| 1. Affirmative Action.                              | 23. Ownership of Documents.                |
| 2. Antitrust Assignment.                            | 24. Ownership of Wastes.                   |
| 3. Applicable Law.                                  | 25. Payments.                              |
| 4. Approvals or Inspections.                        | 26. Payment Terms and Invoicing.           |
| 5. Assignment.                                      | 27. Period of Agreement.                   |
| 6. Cancellation; Termination                        | 28. Project Management.                    |
| 7. Change Orders.                                   | 29. Records, Access.                       |
| 8. Deduction for Uncorrected Work.                  | 30. Rejection of Defective Materials.      |
| 9. Deliverables.                                    | 31. Release of Information.                |
| 10. Disclosure.                                     | 32. Request for Payment; Progress Reports. |
| 11. Dispute Resolution.                             | 33. Safety.                                |
| 12. Entire Agreement; Amendments.                   | 34. Scope of Services to be Provided.      |
| 13. Extra Work and Special Cases.                   | 35. Site Access                            |
| 14. Force Majeure.                                  | 36. Data                                   |
| 15. Guaranteed Delivery.                            | 37. Standard of Performance.               |
| 16. Indemnification; Liability.                     | 38. Survival.                              |
| 17. Independent Contractor.                         | 39. Successors and Assigns.                |
| 18. Insurance.                                      | 40. Tax Delinquency.                       |
| 19. Inventions, Patents, Trademarks and Copyrights. | 41. Taxes.                                 |
| 20. Late Penalties.                                 | 42. Testimony.                             |
| 21. No Waiver of Conditions.                        | 43. Titles.                                |
| 22. Nondiscrimination.                              | 44. Warranty.                              |

\* \* \* \* \*

**THE CONSULTANT shall provide professional services for the Project in accordance with the terms and conditions of this Agreement.**

**1. AFFIRMATIVE ACTION.** If the amount of this Agreement is \$50,000 or more, the Consultant agrees to submit a written affirmative action plan to the Department within 15 business days after the Agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (Consultants with an annual work force of fewer than 25 employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Consultant being declared an "ineligible" contractor, termination of the Agreement, or withholding of payment

**2. ANTITRUST ASSIGNMENT.** The Consultant and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Consultant hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

**3. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Wisconsin. The Consultant shall at all times comply with all federal,

state and local laws, ordinances and regulations in effect during the period of this Agreement.

**4. APPROVALS OR INSPECTIONS.** None of the approvals or inspections performed by the Department shall be construed or implied to relieve the Consultant from any duty or responsibility it has for its professional performance, unless the Department formally assumes such responsibility through a letter from the Department expressly stating that the responsibility has been assumed.

**5. ASSIGNMENT.** Neither this Agreement nor any right or duty in whole or in part by the Consultant under this Agreement may be assigned, delegated or subcontracted without the written consent of the Department.

**6. CANCELLATION; TERMINATION. A.** The Department reserves the right to cancel this Agreement in whole or in part, without penalty, due to non-appropriation of funds or for the failure of the Consultant to comply with terms, conditions, or specifications of this Agreement.

**B.** The Department may terminate this Agreement for any reason at any time upon not less than 10 days' written notice to the Consultant.

**C.** In the event of termination the Department shall pay the Consultant for that portion of the work satisfactorily performed prior to the date of termination.

**D.** If this Agreement is canceled or terminated by the Department for reasons other than the failure of the Consultant to comply with terms, conditions or specifications of this Agreement, the Consultant shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the Consultant for commitments which had become firm prior to the cancellation or termination.

**E.** Upon cancellation or termination under PARAGRAPH A. or B., above, the Consultant shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the Department all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in progress.

**7. CHANGE ORDERS.** **A.** A change order is a written order to the Consultant signed by the Department, issued after the execution of this Agreement, authorizing a change in the work or an adjustment in the Contract Sum or the Contract Time. Change Orders may be initiated by either party at any time.

**B.** Changes in work shall be within the general scope of the Agreement, consisting of additions, deletions or other revisions; the Contract Sum and the Contract Time being adjusted accordingly. Complete documentation of additional work, cost changes, and contract time shall be provided to the Department by the Consultant.

**C.** No adjustments to the Contract Sum or the Contract Time may be made for any changes performed by the Consultant that have not been ordered by the Department.

**8. DEDUCTION FOR UNCORRECTED WORK.** If the Department deems it expedient to accept defective work or work not performed in accordance with the Agreement, the difference in value, together with a fair allowance for the damages, may be deducted from the payments that are owed to the Consultant under this Agreement.

**9. DELIVERABLES.** Deliverables are defined as those items included in the Agreement's time schedule.

**10. DISCLOSURE.** If a state public official (as defined under Section 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a 10% interest, is a party to this Agreement, and if this Agreement involves payment of more than \$3,000 within a 12 month period, this Agreement is voidable by the State unless appropriate disclosure is made according to Section 19.45(6), Wisconsin Statutes, before signing the Agreement. Disclosures shall be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608 266-8123).

**11. DISPUTE RESOLUTION.** In the event that a dispute arises between the Department's project manager and the Consultant's project manager, either party may request a conference between the Department's Director of the Bureau for Remediation and Redevelopment and the Consultant's project manager's supervisor (or designee) to resolve the dispute.

**12. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this Agreement, signed by both parties prior to the ending date of this Agreement.

**13. EXTRA WORK AND SPECIAL CASES.** If the Department desires to have the Consultant perform work or render services in connection with the project, other than provided for by the expressed intent of this Agreement, this will be considered as Extra Work, subject to a change order, or extension to this Agreement, setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the parties. Work under a change order or extension may not proceed unless and until it is authorized by the Department.

**14. FORCE MAJEURE.** **A.** The Consultant shall cause all of its work to be performed within the time limits set forth in this Agreement unless performance is delayed by events that constitute a force majeure. For purposes of this Agreement, a "force majeure" is an event which is not foreseeable, is beyond the control of the Consultant and delays performance of any obligations required by this Agreement, including,

but not limited to, delays caused by the Department, delays in obtaining property access or delays in obtaining any necessary permit or license after a complete application is made.

**B.** The Consultant shall notify the Department in writing no later than 5 calendar days after the discovery of any event which the Consultant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken and to be taken by the Consultant to minimize the delay, and the timetable by which these measures will be implemented. The Consultant shall have the burden of demonstrating that the event is a force majeure. The Department shall promptly provide the Consultant with a written decision as to whether and why the event does or does not constitute a force majeure after receiving notification from the Consultant. If the Consultant does not agree with the findings of the Department project management staff, then a conference with the Department's Director of the Bureau for Remediation and Redevelopment will be arranged with the Consultant to resolve the force majeure issue.

**C.** If the Department agrees that a delay is attributable to a force majeure, the time period for a performance under this Agreement shall be extended for a reasonable time period attributable to the event constituting a force majeure.

**15. GUARANTEED DELIVERY.** Failure of the Consultant to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Consultant liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

**16. INDEMNIFICATION; LIABILITY.** **A.** The Consultant agrees to save, keep harmless, defend and indemnify the State, the Department and all their officers, employees and agents, against any and all liability, claims and costs for injury to or death of any person or persons, and for loss or damage to any property (state or other) caused by or arising out of any willful misconduct, negligent act, error or omission by the Consultant or any of its agents, representatives, subcontractors or employees occurring in connection with or in any way incident to or arising out of performance of this Agreement. This PARAGRAPH does not apply to liability, claims and costs to the extent that they result from the willful misconduct, negligent act, error or omission of the State, the Department or their officers, employees or agents.

**B.** The Department recognizes and agrees that its employees are subject to liability as provided by Sections 893.82 and 895.46, Wisconsin Statutes.

Therefore, its employee will be liable for their acts under these provisions and will not be acting on behalf of or as agents of the Consultant.

**C.** The Consultant guarantees that the use of equipment incorporated into the Project will not infringe any United States patent, and likewise that the use of any method in conjunction with the Project will not infringe any United States patent. The Consultant agrees that it will at its own expense defend every law suit which shall be brought against the State of Wisconsin for any alleged infringement of any patent and agrees that it will pay all costs, damages, and profits recoverable in any such suit. The Department agrees to promptly notify the Consultant of any such suit and deliver all papers relating to such suit to the Consultant.

**17. INDEPENDENT CONTRACTOR.** The Department agrees that the Consultant shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The Department reserves the right only to inspect the job site or premises for the purpose of insuring that the performance is progressing or has been completed in compliance with the Agreement. The Department takes no responsibility for supervision or direction of the performance of the Agreement to be performed by the Consultant or the Consultant's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Consultant's employees or agents.

**18. INSURANCE.** The Consultant performing services for the State of Wisconsin shall:

**A.** Maintain worker's compensation insurance for all employees engaged in the work.

**B.** Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be \$1,000,000 liability for bodily injury and property damage including products liability and completed operations.

**C.** Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out the Agreement. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for automobile liability and property damage.

**D.** Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of the Agreement.

**E.** The State reserves the right to require higher or lower limits where warranted.

**19. INVENTIONS, PATENTS, TRADE-MARKS AND COPYRIGHTS.** A. The Consultant hereby assigns to the Department the entire right, title and interest for the entire world in and to all work performed, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees, either solely or jointly with others, while performing this Agreement or with use of information, materials or facilities of the Department received or used by the Consultant during the period in which the Consultant is retained by the Department or its successors under this Agreement or any extensions or renewals of this Agreement.

B. The Consultant shall promptly disclose to the Department all works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made, conceived or reduced to practice or authored by the Consultant or the Consultant's employees in the course of the performance of this Agreement.

C. The Consultant shall sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost, but at the expense of the Department, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to the Department or its nominees, patent, trademark or copyright protection throughout the world upon all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions, title to which the Department may acquire in accordance with the provisions of this SECTION.

D. The Consultant has acquired or shall acquire from each of its employees the necessary rights to all such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions made by such employees within the scope of their employment by the Consultant in performing services under this Agreement. The Consultant shall obtain the cooperation of each such employee to secure to the Department or its nominees the rights to such works, writings, formulas, designs, models, drawings, photographs, design inventions and other inventions as the Department may acquire in accordance with the provisions of this SECTION.

**20. LATE PENALTIES.** A. The Consultant shall be liable for the payment of penalties to the Department of the sums set forth below for each week that the Consultant fails to submit a report or document required under this Agreement's time schedule unless the Department determines that such delay is attributable to a force majeure as defined in SECTION 14., above, or a different schedule is agreed to by the

parties, in writing, before the date the report or document is due. Penalties, if applicable, shall be due and payable by the Consultant within 15 calendar days of receipt of notification from the Department assessing the penalties. These penalties shall accrue in the amount of \$500 for the first week and \$1,000 for each week thereafter, for each report or document which is overdue. The Department may subtract penalties which accrue under this SECTION from payments that are owed to the Consultant under this Agreement.

B. Assessment of penalties under this SECTION does not preclude the Department from pursuing any other remedies or sanctions because of the Consultant's failure to comply with any of the terms of this Agreement, including a suit to enforce the terms of this Agreement.

C. With respect to any individual failure to submit a report or document required under this Agreement's time schedule, the Department may at its sole discretion, in whole or in part, waive its right to penalties otherwise due under this SECTION.

**21. NO WAIVER OF CONDITIONS.** The failure of either party to insist on strict performance of this Agreement does not constitute a waiver of any of the provisions of this Agreement or a waiver of any default of the other party.

**22. NONDISCRIMINATION.** In connection with the performance of work under this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Consultant further agrees to take affirmative action to ensure equal employment opportunities. The Consultant agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Consultant being declared an "ineligible" contractor, termination of the Agreement, or withholding of payment.

**23. OWNERSHIP OF DOCUMENTS.** Upon completion of the services provided for in this Agreement, or upon payment for services as provided

for in SECTION 7., all specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the Department.

**24. OWNERSHIP OF WASTES.** The Department acknowledges that the Consultant is not, by virtue of this Agreement, the owner of any waste materials generated as a result of the services performed by the Consultant under this Agreement.

**25. PAYMENTS. A.** The Consultant shall be paid by the Department for the completed work or services rendered under this Agreement at the price set forth elsewhere in the Agreement, and for "Extra Work", if any, at the compensation set forth in the approved orders covering the Extra Work.

**B.** Such payment shall be full compensation for work performed or services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the work.

**26. PAYMENT TERMS AND INVOICING.** Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:

**A.** The date specified on a properly completed invoice for the amount specified in the order or Agreement, or

**B.** Within 30 days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or Agreement or within 30 days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order of Agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within 10 working days after it receives the invoice of the reason it is improperly completed.

**27. PERIOD OF AGREEMENT.** This Agreement shall commence upon its signing by both parties (including approval by the Governor of the State if required) and shall follow the schedule developed in the proposal, during which period all performance as described in this Agreement shall be fully completed to the satisfaction of the Department.

**28. PROJECT MANAGEMENT.** The Department's project manager for this project is **TAUREN BEGGS**, located in the Department's **NORTHEAST REGION OFFICE** in GREEN BAY, Wisconsin. The Consultant has identified **LANETTE L. ALTENBACH, P.G., C.P.G.**, as its project manager. If either the Consultant or the Department changes its project manager for this project, notification of this change shall be sent to the other

party within 10 days of such a change with the name of the new project manager included.

**29. RECORDS, ACCESS.** The Consultant shall, for a period of 3 years after completion and acceptance by the Department, maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this Agreement and a copy of the cost summary submitted to the Department. The Department, its agents and duly-authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant shall provide proper facilities for such access, inspection and copying. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such dispute, appeal, litigation, claim or exception.

**30. REJECTION OF DEFECTIVE MATERIALS.** The Department may reject materials and workmanship which are defective or it may require their correction. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the Project site without charge to the Department. If the Consultant does not correct such condemned work and remove rejected materials within a reasonable time, fixed by written notice, the Department may remove them and charge the expense to the Consultant.

**31. RELEASE OF INFORMATION.** The Consultant may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the Department.

**32. REQUEST FOR PAYMENT; PROGRESS REPORTS.** The Consultant shall submit invoices to the Department on a monthly basis during the progress of the work for partial payment on account, for the work completed and accepted to date. Pay request formats shall match as closely as possible to the cost proposal format. Each category from the cost proposal shall detail, by task, the hours and costs of each staff level. All invoices detailing the Consultant's work and subcontracted work shall be attached. Copies of all staff time sheets or summary time data used to invoice pay requests should be attached to the invoice. Unless

the Department directs otherwise, all receipts for equipment, materials and other expenses shall be attached to the pay request. The pay request along with a monthly progress report shall be sent directly to the Department's project manager.

**33. SAFETY.** The Consultant shall initiate, maintain and provide coordination of safety precautions and programs in connection with its services. However, the Consultant is not responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the Project site carried on by other persons or firms directly employed by the Department as separate consultants or contractors. The Department agrees to require any such separate consultants or contractors comply with federal, state and local safety laws and regulations and to comply with all reasonable requests and directions of the Consultant for the elimination or abatement of any safety hazards at the Project site.

**34. SCOPE OF SERVICES TO BE PROVIDED.** Subject to the terms and conditions set forth in this Agreement, the Department engages the Consultant to furnish the services specifically described in the Consultant's Proposal entitled: "Sampling and Analysis Plan/Proposal for the an Emerging Contaminant Assessment of Groundwater at the Former Town of Newton Gravel Pit (BRRS No. 02-36-000268) and former Mirro Plant (BRRS No. 02-36-545108) Sites in Manitowoc, Wisconsin" and for such other tasks as may be mutually agreed upon in writing between the Consultant and the Department. The Consultant's Proposal is incorporated into this Agreement by reference and is made a part of this Agreement.

**35. SITE ACCESS.** Unless the Scope of Work included in Exhibit "A" provides otherwise, the Department shall obtain or provide reasonable access for the Consultant to the Project site when necessary and at any reasonable time requested.

**36. DATA.** The Department shall attempt to provide the Consultant with all relevant data and information in its possession regarding the Project site. However, in providing such data and information, the Department assumes no responsibility for its accuracy, reliability or completeness.

**37. STANDARD OF PERFORMANCE.** The Consultant's services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

**38. SURVIVAL.** These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**39. SUCCESSORS AND ASSIGNS.** The Department and the Consultant each bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this Agreement.

**40. TAX DELINQUENCY.** Consultants which have a delinquent Wisconsin tax liability may have their payments offset by the State.

**41. TAXES.** The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin has issued tax exempt number ES 40690 to the Department. The Department may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Consultants performing construction activities are required to pay state use tax on the cost of materials.

**42. TESTIMONY.** The Consultant shall make its employees available to testify at administrative hearings and in court on behalf of the Department regarding the work conducted under this Agreement. Any costs associated with such testimony shall be billed to the Department on an itemized invoice. The hourly rates charged for testifying and for travel to and from the hearing or court proceeding may not exceed the rates listed on the Consultant's Classification Rate Schedule in effect at the time that the testimony is given.

**43. TITLES.** The headings or titles of SECTIONS of this Agreement are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

**44. WARRANTY.** With respect to any construction work or construction activities performed under this Agreement, except where a longer warranty period is provided by the manufacturer or supplier of any equipment or materials, the Consultant warrants that for one year the work will be free from defects in material or workmanship and that all construction services and material furnished shall be in accordance



with the Department's specifications or the proposal. This warranty shall survive acceptance and payment and shall not be exclusive. Manufacturers' warranties received by the Consultant which are applicable to any items furnished by the Consultant shall survive acceptance and payment, and shall run to the Department, its successors and assigns, and may not be exclusive. The Consultant shall obtain any warranties which vendors, contractors and subcontractors would give in normal commercial practice. At the Department's option, the Consultant shall either promptly repair or replace defective items and work after receipt of the Department's written notice of a defect.

- END -



AECOM  
1555 N. River Center Drive, Suite 214  
Milwaukee, Wisconsin 53212

414-944-6080 tel  
414-944-6081 fax

June 20, 2018

Mr. Tauren Beggs  
Hydrogeologist  
Wisconsin Department of Natural Resources  
2984 Shawano Avenue  
Green Bay WI 54313-6727

**Subject: Sampling and Analysis Plan/Proposal for the an Emerging Contaminant Assessment of Groundwater at the Former Town of Newton Gravel Pit (BRRTS No. 02-36-000268) and former Mirro Plant (BRRTS No. 02-36-545108) Sites in Manitowoc, Wisconsin**

Dear Mr. Beggs:

AECOM Technical Services, Inc. (AECOM) is pleased to provide this Sampling and Analysis Plan/Proposal to conduct groundwater sampling for emerging contaminants (per- and polyfluoroalkyl substances [PFAS]). The groundwater sampling is proposed to be conducted at two sites; the former Town of Newton Gravel Pit, 3130 Hecker Road and the former Mirro Plant, 1512 Washington Street in Manitowoc, Wisconsin. The following paragraphs provide a brief project background, scope of services – including field procedures, proposed schedule, and our cost proposal to complete the described services.

#### **Site Locations and Background**

The former Newton Gravel Pit is located at 3130 Hecker Road in Manitowoc County. As part of the continuing assessment of the groundwater impacts associated with the former gravel pit, a potential for the presence of per- and polyfluoroalkyl substances (PFAS), has been identified.

The former Mirro plant at 1512 Washington Street in Manitowoc, Wisconsin may have manufactured Teflon-coated consumer products. The process for Teflon-coating is known to have incorporated the use of PFAS substances.

#### **Scope of Work**

The scope of work for the former Newton Gravel Pit includes:

- Sample five existing monitoring wells (WT-31, PZ-31, WP-06R, WT-26 and PZ-26A) for PFAS compounds.
- Install one water table monitoring well in the north source area. The monitoring well will be installed, developed and after equilibration, sampled for PFAS compounds.
- Evaluate the data and prepare a technical memorandum describing the site activities and presenting the results of the groundwater sample analysis.

The scope of work for the former Mirro Plant includes:

- Installing two new water table monitoring wells. One on the northeast corner of the plant in the sidewalk right-of-way and one within the building footprint.
- Sample three existing monitoring wells (MW-14, MW-16, and MW-16PZ) and the two newly installed monitoring wells for PFAS compounds.
- Evaluate the data and prepare a technical memorandum describing the site activities and presenting the results of the groundwater sample analysis.

These work items will be completed as described under the field procedures below.

## **Field Procedures**

### Utility Clearance

AECOM will contact Digger's Hotline for the location of public utilities in the area of the investigation prior to commencing work. AECOM will also subcontract a private utility locator to mark potential private buried utilities at each planned location.

### Monitoring Well Installation and Development

NR 141 groundwater monitoring wells will be installed by advancing a boring drilled with a roto-sonic rig. The roto-sonic rig advances a 4-inch "sampler bit" casing to collect subsurface samples. The sampler is advanced in 10-ft intervals, and once the 10-ft run is complete, an 8" ID casing is advanced to the same depth so the core barrel can be withdrawn. After the "sampler bit" is tripped out of the hole, a monitoring well is installed within the casing. The casing is removed as the well filter pack and sealant is installed.

The wells will be screened to intercept the soil-groundwater interface. In areas where subsurface utilities may exist, prior to advancing the boreholes, the locations will be evaluated for the presence of subsurface utilities by hand digging or vacuum clearing the first five feet of the boring.

The groundwater monitoring wells will be constructed in general conformance with NR 141. The wells will be completed with 2-inch ID, polyvinyl chloride (PVC) completed with a 10-foot long section of 10-slot (0.010-inch) PVC screen, flush-threaded to a similar PVC riser. The annulus will be filled with clean, appropriately-graded sand pack to approximately two-feet above the screen. A two-foot fine sand seal will be installed above the filter pack. Chipped or granular bentonite will be used on top of the filter pack seal to fill the annulus space. Wells will be completed an above grade or flush-mounted well protector outer casing cemented into an approximate 2-foot square concrete pad.

The newly installed monitoring wells will be developed in general conformance with NR 141.21. The wells will be allowed to equilibrate, prior to collecting depth to groundwater measurements and groundwater samples.

### Groundwater Monitoring Well Sampling

Groundwater samples will be collected using low-flow sampling. To determine stabilized readings during well purging AECOM will measure field parameters, such as oxygen reduction potential (ORP), dissolved oxygen (DO), conductivity, temperature, and pH, during the sampling event. 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, and the sampler's initials. A chain-of-custody (COC)

form will be completed after sample collection and the samples will be placed in a cooler and shipped under standard COC procedures to the analytical laboratory.

#### PFAS Sampling Considerations

PFASs are present in hundreds of commercial items (e.g. waterproof clothing). With analytical reporting limits for PFASs being in the parts per trillion range, care must be taken to assure non-site related PFAS compounds are introduced into the samples.

All AECOM samplers will be trained in PFAS sampling procedures. Specific items that must not be brought on-site include:

- Field sampling items or equipment that contain Teflon® and that will be in direct contact with the sampling media,
- Gore-Tex® treated fabrics or clothing
- Any item in the ingredient list that includes the term "fluoro"
- Aluminum foil
- Teflon-bearing plumber's tape
- Blue (or chemical) ice
- Clothing or boots described as waterproof, water-resistant, or stain-treated
- Tyvek® or coated Tyvek
- Clothing that has been washed with fabric softener as fabric softeners may contain PFAS
- Waterproof field books (e.g. Rite in the Rain®)
- Plastic clipboards, binders, or spiral hard cover notebooks
- Post-it Notes®
- Food packaging material
- Markers

Sample pumps must be checked for Teflon® (fluoropolymer materials) including check valves, O-rings, and bladders. These must not be used or replaced with PFAS-free parts (HPDE and silicon tubing are acceptable).

#### Surveying

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 of the new (and in for the former Mirro site existing) groundwater monitoring wells. Groundwater elevations will be calculated based on the top of PVC elevation measurements.

#### Laboratory Analytical Methods

Groundwater samples will be analyzed by Vista Analytical, a specialty lab for PFAS compounds using method 537.1.1M with a 24 compound list. Level IV quality control reporting will be provided by the lab. Quality control will include one matrix spike and matrix spike duplicate sample collected from one well at each location. Additionally, a different well at each location will be sampled in duplicate.

#### Quality Assurance Project Plan

Sampling and analytical testing will be conducted in accordance with this plan as well as the Quality Assurance Project Plan developed for the WDNR WAM projects.

### Investigative Waste Management

Soil generated during the installation of the monitoring wells will be placed into 55-gallon drums that will be temporarily staged at each site until the analytical results from testing are available and the proper disposal methods are determined. Likewise, water generated from purging the NR 141 monitoring wells will also be placed in a 55-gallon drum until proper disposal methods are determined. Based on the scope of the proposed assessment, we anticipate that approximately six drums of soil and four drums of water will be generated during the assessment. AECOM will coordinate proper disposal of the investigative wastes provided the City of Manitowoc signs the appropriate waste profile and manifest forms prior to completion of the final report for this project. The cost for coordination and off-site disposal of the investigative waste is included in this proposal for solid waste disposal. If results indicate any of the waste requires classification as hazardous, additional costs will be incurred.

### Reporting

A technical memo will be prepared for each site to describe the installation of the monitoring wells and relay the results of the groundwater analysis. A draft memo in electronic format will be submitted to the WDNR project manager and the property owner (i.e. the City of Manitowoc) for their review and comment prior to submitting a final report.

### Schedule

The five existing groundwater monitoring wells at the Newton Pit will be sampled either the last week of June or the first week of July, 2018.

The well installations at the former Newton Pit and Mirro plant will be conducted in a single mobilization later in July based on driller available. The monitoring wells will be developed after installation and groundwater sampling will occur one to two weeks after the wells are developed.

Laboratory turnaround time is approximately 15 working days. AECOM will provide a draft technical memoranda approximately four to six weeks after receipt of the laboratory analytical results from the groundwater sampling.

### **Health and Safety Plan**

A site specific Health and Safety Plan has previously been prepared. The Health and Safety Plan contains 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 Plan prior to beginning the fieldwork.

### **Cost Proposal**

AECOM proposes to complete this project in accordance with the labor and unit rates included in the AECOM Fee Schedule for WAM Projects, effective October 1, 2016. AECOM estimates the breakdown of labor and material costs to complete the requested services, as shown on the attached Cost Proposal to be:

|                        |                    |
|------------------------|--------------------|
| Newton Pit Site        | \$19,262.25        |
| Mirro Plant Site       | <u>\$18,313.00</u> |
| Total Project estimate | \$37,575.25        |

The Cost Proposal indicates the unit prices for the various elements of service that we expect will be used to provide the services outlined in this proposal and is separated by each site. A back-up labor estimate is also provided, as you requested, to provide a breakdown of the labor effort by task. Invoice amounts will be based on actual units utilized at the agreed upon rates and will include travel costs and other expenses incurred by AECOM in rendering the proposed services. AECOM understands that the WDNR will incorporate this proposal into a contract including terms provided in the WDNR's Request for Statements of Qualification dated June 30, 2016.

Please contact us if you have any questions or comments regarding the scope of services or procedures presented in this plan.

Sincerely yours,

**AECOM Technical Services, Inc.**



Lanette L. Altenbach, P.G., C.P.G.  
Senior Hydrogeologist  
E: [lanette.altenbach@aecom.com](mailto:lanette.altenbach@aecom.com)



Kevin L. Brehm, P.E.

Associate Vice President  
[kevin.brehm@aecom.com](mailto:kevin.brehm@aecom.com)

**Attachments:**

- Figure 1 – Former Newton Pit Proposed Sample Locations
- Figure 2 – Former Mirro Site Proposed Sample Locations
- Cost Proposal







## AECOM COST PROPOSAL - (Manitowoc PFAS Evaluation)

| LABOR  |             |             |                    | FIELD INSTRUMENTS/EQUIPMENT*                       |          |           |            |  | ANALYTICAL LABORATORY TESTING        |   |                   |            |  |
|--|-------------|-------------|--------------------|--|----------|-----------|------------|--|--------------------------------------|---|-------------------|------------|--|
| PERSONNEL BILLING TITLE                      | TOTAL HOURS | HOURLY RATE | TOTAL COST         | DESCRIPTION  | QTY USED | # OF DAYS | UNIT COST* | TOTAL COST                                   | Analyte                              | QTY USED                                  | UNIT COST         | TOTAL COST |  |
| PROJECT DIRECTOR I/III / ENGINEER V          | 42          | \$150       | \$6,300            | Newton Pit   |          |           |            |  | Newton Pit                           |   |                   |            |  |
| PROJECT MANAGER II / PROJECT DIRECTOR I      | 8           | \$135       | \$1,080            | 55-GALLON STEEL DRUM                               | 4        | 1         | \$55.00    | \$220.00                                     | PFAS 537.1.1 Modified - 24 Compounds | 9   | \$350             | \$3,150    |  |
| ENGINEER IV/ SCIENTIST V                     | 22          | \$120       | \$2,640            | PHOTO IONIZATION DETECTOR                          | 1        | 1         | \$75.00    | \$75.00                                      | ultra pure water per liter           | 2   | \$30              | \$60       |  |
| PROJECT MANAGER I/ENGINEER III/ SCIENTIST IV | 40          | \$105       | \$4,200            | GPS EQUIPMENT                                      | 1        | 0.5       | \$200.00   | \$100.00                                     | <i>Newton Pit Lab Subtotal</i>       |   |                   | \$3,210    |  |
| ENGINEER II /SCIENTIST III                   | 16          | \$95        | \$1,520            | YSI or Insitu- GW field parameters w/flo-thru cell | 1        | 1         | \$75.00    | \$75.00                                      |                                      |   |                   |            |  |
| ENGINEER I /SCIENTIST II                     | 0           | \$85        | \$0                | PERISTALTIC PUMP                                   | 1        | 1         | \$25.00    | \$25.00                                      | Mirro Plant                          |   |                   |            |  |
| SCIENTIST I                                  | 24          | \$70        | \$1,680            | POLYETHYLENE TUBING (per ft.)                      | 150      | 1         | \$0.50     | \$75.00                                      | PFAS 537.1.1 Modified - 24 Compounds | 7   | \$350             | \$2,450    |  |
| TECHNICIAN II                                | 0           | \$60        | \$0                | SILICONE TUBING (per ft.)                          | 6        | 1         | \$4.50     | \$27.00                                      | ultra pure water per liter           | 2   | \$30              | \$60       |  |
| TECHNICIAN I                                 | 0           | \$50        | \$0                | GLOVES   | 1        | 3         | \$20.00    | \$60.00                                      | <i>Mirro Plant Lab Subtotal</i>      |   |                   | \$2,510    |  |
| PROJECT ADMINISTRATOR                        | 26          | \$50        | \$1,300            | WELL LOCKS   | 1        | 1         | \$15.00    | \$15.00                                      |                                      |   |                   |            |  |
| <i>Newton Pit Labor Subtotal</i>             |             |             | \$10,220           | WATER LEVEL METER                                  | 1        | 1         | \$10.00    | \$10.00                                      |                                      |   |                   |            |  |
| <i>Mirro Plant Labor Subtotal</i>            |             |             | \$8,500            | MILEAGE (FEDERAL RATE)                             | 150      | 2         | \$0.54     | \$160.50                                     |                                      |   |                   |            |  |
| <b>TOTAL LABOR COST</b>                      |             |             | <b>\$18,720</b>    | PER DIEM   | 1        | 2         | \$140.00   | \$280.00                                     |                                      |   |                   |            |  |
|  |             |             |                    | <i>Subtotal Newton Pit Equipment/Supplies</i>      |          |           |            | \$902.50                                     |                                      |   |                   |            |  |
| <b>SUBCONTRACTORS</b>                        |             |             |                    | <i>Mirro Plant</i>                                 |          |           |            |  |                                      |   |                   |            |  |
| <b>Newton Pit Subcontractors</b>             |             |             |                    | 55-GALLON STEEL DRUM                               | 4        | 1         | \$55.00    | \$220.00                                     |                                      |   |                   |            |  |
| Cascade Drilling                             | \$3,885.00  | 1.00        | \$3,885.00         | PHOTO IONIZATION DETECTOR                          | 1        | 1         | \$75.00    | \$75.00                                      |                                      |   |                   |            |  |
| Private Utility Locator                      | \$500.00    | 1.00        | \$500.00           | GPS EQUIPMENT                                      | 1        | 0.5       | \$200.00   | \$100.00                                     |                                      |   |                   |            |  |
| Soil and Water Disposal                      | \$750.00    | 1.00        | \$750.00           | YSI or Insitu- GW field parameters w/flo-thru cell | 1        | 1         | \$75.00    | \$75.00                                      |                                      |   |                   |            |  |
|  |             | 1.00        | \$0.00             | PERISTALTIC PUMP                                   | 1        | 1         | \$25.00    | \$25.00                                      |                                      |   |                   |            |  |
|  |             | 1.00        | \$0.00             | POLYETHYLENE TUBING (per ft.)                      | 80       | 1         | \$0.50     | \$40.00                                      |                                      |   |                   |            |  |
| <i>Subtotal for Newton Pit Subs</i>          |             |             | \$5,135.00         | SILICONE TUBING (per ft.)                          | 4        | 1         | \$4.50     | \$18.00                                      |                                      |   |                   |            |  |
| <b>Mirro Plant Subcontractors</b>            |             |             |                    | GLOVES   | 1        | 2         | \$20.00    | \$40.00                                      |                                      |   |                   |            |  |
| Cascade Drilling                             | \$4,830.00  | 1.00        | \$4,830.00         | WELL LOCKS   | 2        | 1         | \$15.00    | \$30.00                                      |                                      |   |                   |            |  |
| Private Utility Locator                      | \$500.00    | 1.00        | \$500.00           | WATER LEVEL METER                                  | 1        | 1         | \$10.00    | \$10.00                                      |                                      |   |                   |            |  |
| Soil and Water Disposal                      | \$750.00    | 1.00        | \$750.00           | MILEAGE (FEDERAL RATE)                             | 150      | 2         | \$0.54     | \$160.50                                     |                                      |   |                   |            |  |
|  |             | 1.00        | \$0.00             | <i>Subtotal Mirro Plant Equipment/Supplies</i>     |          |           |            | \$793.50                                     |                                      |   |                   |            |  |
| <i>Subtotal for Mirro Plant Subs</i>         |             |             | \$6,080.00         |  |          |           |            |  |                                      |   |                   |            |  |
| Subcontractors Subtotal                      |             |             | \$11,215.00        | * - includes all expendables and equipment         |          |           |            |  |                                      | (other parameters by site-specific quote) |                   |            |  |
| <b>TOTAL SUBCONTRACTORS (w/5% markup)</b>    |             |             | <b>\$11,775.75</b> | <b>TOTAL EQUIPMENT &amp; OTHER DIRECT COSTS</b>    |          |           |            | <b>\$1,073.50</b>                            | <b>TOTAL LABORATORY COSTS</b>        |   | <b>\$5,720.00</b> |            |  |
|  |             |             |                    |  |          |           |            | <b>TOTAL LABORATORY COSTS (w/ 5% markup)</b> |                                      | <b>\$6,006.00</b>                         |                   |            |  |

Newton Pit Subtotal (Labor, Subs, Equipment & Lab) \$19,262.25

Mirro Plant Subtotal (Labor, Subs, Equipment & Lab) \$18,313.00

|                                      |                    |
|--------------------------------------|--------------------|
| <b>TOTAL ESTIMATED PROJECT COSTS</b> | <b>\$37,575.25</b> |
|--------------------------------------|--------------------|

The actual invoice amounts may vary due to many factors, including, but not limited to, the scope of services not yet fully developed, changes in project requirements, or alterations in the scope of services as actual site conditions are evaluated. Invoice amounts will be based on actual units utilized at the rates identified on this Cost Proposal and will also include travel costs and other expenses incurred by AECOM in rendering the services described in this proposal. AECOM will not exceed the attached cost estimate without prior approval.

Proposed changes, if any, to the scope of services and estimated costs following commencement of AECOM's services will be discussed with Client and amendments made as described in the attached Terms and Conditions. For additional services rendered, if any, but not included in the scope of services described in this proposal, invoice amounts will be based on the actual units used at the rates shown, and will include travel costs, and other expenses incurred by AECOM in rendering the services. A 5% markup will be applied to other expenses and costs.

**PROJECT COST ESTIMATE - LABOR**  
**Newton Pit - former Mirro Plant - Manitowoc PFAS Evaluation**

| PERSONNEL<br><br>BY DISCIPLINE   | Project Director | Project Manager II | Eng IV/ Sci V  | Project Manager I | Eng III/Sci IV | Eng II/Sci III | Eng I/Sci II | Scientist I    | Technician II | Technician I | Proj Admin     | TOTAL LABOR REVENUE |
|--|------------------|--------------------|----------------|-------------------|----------------|----------------|--------------|----------------|---------------|--------------|----------------|---------------------|
|  |                  | \$150              | \$135          | \$120             | \$105          | \$105          | \$95         | \$85           | \$70          | \$60         | \$50           | \$50                |
| <b>Newton Pit</b>  |                  |                    |                |                   |                |                |              |                |               |              |                |                     |
| A. Install MW in northern area includes soil sampling and well development   | 2                | 2                  | 6              |                   |                |                |              |                |               |              | 2              | \$1,390             |
| B. Sample 6 wells  | 2                |                    |                |                   | 12             | 8              |              | 8              |               |              |                | \$2,880             |
| C. Data Evaluation   | 6                |                    |                |                   | 4              |                |              |                |               |              | 6              | \$1,620             |
| D. Technical Memo Preparation  | 6                | 2                  |                |                   |                |                |              |                |               |              | 4              | \$1,370             |
| E. Travel costs (person from MI and mob/demob from Milwaukee)  | 4                |                    | 4              |                   | 8              | 8              |              | 4              |               |              |                | \$2,960             |
| <b>SUBTOTAL HOURS / UNITS</b>  | <b>20</b>        | <b>4</b>           | <b>10</b>      | <b>0</b>          | <b>24</b>      | <b>16</b>      | <b>0</b>     | <b>12</b>      | <b>0</b>      | <b>0</b>     | <b>12</b>      | <b>98</b>           |
| <b>SUBTOTAL COSTS</b>  | <b>\$3,000</b>   | <b>\$540</b>       | <b>\$1,200</b> | <b>\$0</b>        | <b>\$2,520</b> | <b>\$1,520</b> | <b>\$0</b>   | <b>\$840</b>   | <b>\$0</b>    | <b>\$0</b>   | <b>\$600</b>   | <b>\$10,220</b>     |
| <b>former Mirro Plant</b>  |                  |                    |                |                   |                |                |              |                |               |              |                |                     |
| A. Prepare HASP  | 4                | 2                  |                |                   |                |                |              |                |               |              |                | \$870               |
| B. Install 2 water table wells at Mirro plant includes ROW permit and utility coordination for O/H electric and well development | 2                |                    | 8              |                   |                |                |              |                |               |              | 4              | \$1,460             |
| C. Sample 4 wells  |                  |                    |                |                   | 8              |                |              | 8              |               |              |                | \$1,400             |
| D. Data Evaluation   | 6                |                    |                |                   | 4              |                |              |                |               |              | 6              | \$1,620             |
| E. Technical Memo Preparation  | 6                | 2                  |                |                   |                |                |              |                |               |              | 4              | \$1,370             |
| F. Travel costs (person from MI and mob/demob from Milwaukee)  | 4                |                    | 4              |                   | 4              |                |              | 4              |               |              |                | \$1,780             |
| <b>SUBTOTAL HOURS / UNITS</b>  | <b>22</b>        | <b>4</b>           | <b>12</b>      | <b>0</b>          | <b>16</b>      | <b>0</b>       | <b>0</b>     | <b>12</b>      | <b>0</b>      | <b>0</b>     | <b>14</b>      | <b>80</b>           |
| <b>SUBTOTAL COSTS</b>  | <b>\$3,300</b>   | <b>\$540</b>       | <b>\$1,440</b> | <b>\$0</b>        | <b>\$1,680</b> | <b>\$0</b>     | <b>\$0</b>   | <b>\$840</b>   | <b>\$0</b>    | <b>\$0</b>   | <b>\$700</b>   | <b>\$8,500</b>      |
| <b>TOTAL HOURS / UNITS</b>   | <b>42</b>        | <b>8</b>           | <b>22</b>      | <b>0</b>          | <b>40</b>      | <b>16</b>      | <b>0</b>     | <b>24</b>      | <b>0</b>      | <b>0</b>     | <b>26</b>      | <b>178</b>          |
| <b>TOTAL COSTS</b>   | <b>\$6,300</b>   | <b>\$1,080</b>     | <b>\$2,640</b> | <b>\$0</b>        | <b>\$4,200</b> | <b>\$1,520</b> | <b>\$0</b>   | <b>\$1,680</b> | <b>\$0</b>    | <b>\$0</b>   | <b>\$1,300</b> | <b>\$18,720</b>     |

**From:** Beggs, Tauren R - DNR  
**Sent:** Friday, June 22, 2018 11:37 AM  
**To:** 'Henderson, Dave'  
**Cc:** GravelPit (GravelPit@manitowoc.org); Ales, Stephen M - DNR; Haag, Christine T - DNR; Prager, Michael A - DNR  
**Subject:** RE: Newton Pit - expanded sampling

Thanks Dave!

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**Tauren R. Beggs**

Phone: (920) 662-5178

[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)

---

**From:** Henderson, Dave [<mailto:Dave.Henderson@aecom.com>]  
**Sent:** Friday, June 22, 2018 11:35 AM  
**To:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>; GravelPit ([GravelPit@manitowoc.org](mailto:GravelPit@manitowoc.org)) <[GravelPit@manitowoc.org](mailto:GravelPit@manitowoc.org)>  
**Subject:** Newton Pit - expanded sampling

Tauren & Pitters,

AECOM has scheduled the expanded sampling field work for Monday July 2<sup>nd</sup>.

This will be the first phase of the work, focusing only on the Newton Pit and sampling of five existing groundwater monitoring wells.

There will be a second phase of work, including work on the Washington Street site and returning to the Pit – for monitoring well installation followed by water sampling.

Tauren – AECOM’s contract is with the WDNR with you as the PM. I believe we will have a contract in-place on Monday. From our discussions, I understand that I can keep the City copied on the project communications and results.

Kathleen – If possible, please have the Newton Pit ROE signed and returned to Tauren before July 2<sup>nd</sup>.

Karen – I’ll touch base with you next week about a key for the gate, so we can get in on July 2<sup>nd</sup>.

Thank you to all for bringing this together.

Have a good weekend.

Thanks  
dsh

**David Henderson, P.E.**  
Senior Project Manager/Director, Environment  
D 414-944-6190  
M 414-429-8304  
[dave.henderson@aecom.com](mailto:dave.henderson@aecom.com)

**AECOM**  
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Milwaukee, WI 53212, USA  
T 414-944-6080  
[aecom.com](http://aecom.com)

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**From:** Beggs, Tauren R - DNR  
**Sent:** Thursday, June 21, 2018 10:59 AM  
**To:** Haag, Christine T - DNR; Ales, Stephen M - DNR  
**Subject:** RE: Newton PF Sampling Contract - next steps

Thanks!

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Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**Tauren R. Beggs**

Phone: (920) 662-5178

[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)

---

**From:** Haag, Christine T - DNR  
**Sent:** Thursday, June 21, 2018 10:53 AM  
**To:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>; Ales, Stephen M - DNR <[Stephen.Ales@wisconsin.gov](mailto:Stephen.Ales@wisconsin.gov)>  
**Subject:** Newton PF Sampling Contract - next steps

Tauren and Steve:

Next steps with Newton contract:

1. The contracts - duplicates signed by AECOM - will be delivered to Steve
2. Steve will get signatures from Darsi and Jim Zellmer (1:30 Monday, Jim's office)
3. Steve will deliver the signed contracts to Shelley
4. Steve will call Lanette to authorize AECOM to proceed
5. Steve will keep Tauren in the loop re: the authorization to proceed
6. Shelley will enter the PO and will take the contracts to purchasing, which finalizes the requisition and mails one of the copies to AECOM.

Just in case you need it, the Word file of the contract is attached. Shelley also has this information.

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**Christine Haag**

Chief, Brownfields and Outreach Section – Remediation and Redevelopment Program

Division of Environmental Management

Wisconsin Department of Natural Resources

Phone: (608) 266-0244

Cell Phone: (608) 422-1148

Fax: (608) 267-7646

[christine.haag@wisconsin.gov](mailto:christine.haag@wisconsin.gov)



[dnr.wi.gov](http://dnr.wi.gov)



**From:** Altenbach, Lanette <Lanette.Altенbach@aecom.com>  
**Sent:** Thursday, June 21, 2018 10:49 AM  
**To:** Haag, Christine T - DNR; Henderson, Dave  
**Cc:** Beggs, Tauren R - DNR; Ales, Stephen M - DNR  
**Subject:** RE: Newton contract attached

Thank you very much for the quick turnaround. We should be able to bet the contract back to Steve tomorrow.

Lanette,  
414-944-6186

---

**From:** Haag, Christine T - DNR [<mailto:Christine.Haag@wisconsin.gov>]  
**Sent:** Thursday, June 21, 2018 10:40 AM  
**To:** Altenbach, Lanette; Henderson, Dave  
**Cc:** Beggs, Tauren R - DNR; Ales, Stephen M - DNR  
**Subject:** Newton contract attached  
**Importance:** High

Hi Lanette and Dave:

Attached is the contract for the PFAS assessment at Newton and Mirro. Please print two copies of the contract and attach the SAP/Proposal; sign both and return them to:

Steve Ales, RR/5  
Wisconsin DNR  
101 S. Webster St.  
Madison, WI 53707

**Steve has a meeting scheduled to get signatures from DNR on the contracts at 1:30 on Monday.** Please let us know ASAP if it is not possible to deliver the contracts to DNR by this time. Once he has signatures from DNR, he will email you with authorization to proceed.

Steve is copied on this email and can also be reached at 608 264-6014. I will be on vacation starting tomorrow. Thank you for your cooperation in expediting this work.

**We are committed to service excellence.**

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

**Christine Haag**

Chief, Brownfields and Outreach Section – Remediation and Redevelopment Program  
Division of Environmental Management  
Wisconsin Department of Natural Resources  
Phone: (608) 266-0244  
Cell Phone: (608) 422-1148  
Fax: (608) 267-7646  
[christine.haag@wisconsin.gov](mailto:christine.haag@wisconsin.gov)

**From:** Beggs, Tauren R - DNR  
**Sent:** Thursday, June 21, 2018 8:13 AM  
**To:** Haag, Christine T - DNR  
**Cc:** Ales, Stephen M - DNR  
**Subject:** RE: SAP and Cost Proposal for Manitowoc Project.

Hi Christine,

I have looked at the proposal and I approve of it. It is exactly the scope of work I talked to with Dave and Lanette on the phone prior to them finalizing it.

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**Tauren R. Beggs**

Phone: (920) 662-5178

[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)

---

**From:** Ales, Stephen M - DNR  
**Sent:** Wednesday, June 20, 2018 8:59 PM  
**To:** Haag, Christine T - DNR <[Christine.Haag@wisconsin.gov](mailto:Christine.Haag@wisconsin.gov)>  
**Cc:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>  
**Subject:** RE: SAP and Cost Proposal for Manitowoc Project.

Let's talk on Thursday Christine and finalize details with respect to AECOM getting us the contact. I actually have a call with Lanette on Friday morning so I can emphasize we need the contract back and signed as quickly as possible so I can meet with Zellmer on Monday afternoon.

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**Stephen M. Ales, P.G.**

Phone: (608) 264-6014

[stephen.ales@wisconsin.gov](mailto:stephen.ales@wisconsin.gov)

---

**From:** Haag, Christine T - DNR  
**Sent:** Wednesday, June 20, 2018 5:08 PM  
**To:** Ales, Stephen M - DNR <[Stephen.Ales@wisconsin.gov](mailto:Stephen.Ales@wisconsin.gov)>  
**Cc:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>  
**Subject:** FW: SAP and Cost Proposal for Manitowoc Project.

Hi Steve:

As soon as Tauren approves the attached SAP I'm ready to send the services contract to AECOM. It's important that we do this ASAP on Thursday so that we have the contract in hand for DNR signature on Monday.

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**Christine Haag**

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[christine.haag@wisconsin.gov](mailto:christine.haag@wisconsin.gov)

---

**From:** Altenbach, Lanette [<mailto:Lanette.Altенbach@aecom.com>]

**Sent:** Wednesday, June 20, 2018 3:23 PM

**To:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>; Christine Haag <[haagchristinewdnr@icloud.com](mailto:haagchristinewdnr@icloud.com)>

**Cc:** Henderson, Dave <[Dave.Henderson@aecom.com](mailto:Dave.Henderson@aecom.com)>

**Subject:** SAP and Cost Proposal for Manitowoc Project.

Hi,

Please find attached our proposal for the Manitowoc projects.

If you have questions or comments, please contact me or Dave Henderson. (I will be out the rest of the afternoon, but back in the office tomorrow).

Thank you for your support.

**Lanette Altenbach**, P.G.

Senior Hydrogeologist/Project Manager, DCS/Environment, Midwest

D +1-414-944-6186

M +1-414-208-6812

[lanette.altenbach@aecom.com](mailto:lanette.altenbach@aecom.com)

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**From:** Henderson, Dave <Dave.Henderson@aecom.com>  
**Sent:** Wednesday, June 20, 2018 11:52 AM  
**To:** Haag, Christine T - DNR; Altenbach, Lanette  
**Cc:** Beggs, Tauren R - DNR  
**Subject:** RE: Manty - expanded sampling, rough budget est.

Christine,

You should have the proposal/scope this afternoon.

We'll make sure the signed contracts get back to you by Monday.

By starting the work next week, we'll be able to meet our field schedule (i.e. sampling next week or maybe on Monday July 2<sup>nd</sup>). Most of our rush is driven by other project requirements and how they interface with the long turn-around-times for the laboratory analysis.

Thank you for the support.

Dave and Lanette

**David Henderson, P.E.**  
Senior Project Manager/Director, Environment  
D 414-944-6190  
M 414-429-8304  
[dave.henderson@aecom.com](mailto:dave.henderson@aecom.com)

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**From:** Haag, Christine T - DNR [<mailto:Christine.Haag@wisconsin.gov>]  
**Sent:** Wednesday, June 20, 2018 11:20 AM  
**To:** Henderson, Dave <[Dave.Henderson@aecom.com](mailto:Dave.Henderson@aecom.com)>; Altenbach, Lanette <[Lanette.Altенbach@aecom.com](mailto:Lanette.Altенbach@aecom.com)>  
**Cc:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>  
**Subject:** FW: Manty - expanded sampling, rough budget est.

Hi Dave and Lanette:

I understand from Tauren that we have a tight timeframe to get the contract signed so that you can sample next week. I will get the contract drafted and the people in place to sign for DNR; it'll be necessary to have the SOW/cost proposal finalized by tomorrow morning at the latest. Do you know which day your field work is scheduled for?

Are you able to use a courier service or some other way to get the signed contracts to DNR by Monday? The regular methods of delivery haven't worked out so well in time critical situations. For whatever reason, DNR's street address is problematic.

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**Christine Haag**

Phone: (608) 266-0244

Cell Phone: (608) 422-1148

[christine.haag@wisconsin.gov](mailto:christine.haag@wisconsin.gov)

---

**From:** Henderson, Dave [<mailto:Dave.Henderson@aecom.com>]

**Sent:** Monday, June 18, 2018 2:41 PM

**To:** Beggs, Tauren R - DNR <[Tauren.Beggs@wisconsin.gov](mailto:Tauren.Beggs@wisconsin.gov)>

**Subject:** Manty - expanded sampling, rough budget est.

Tauren,

Budget for both sites combined, Newton and Mirro, including:

- Private utility locate

- 3 - new wells w/ drilling observation

- Develop new wells

- 1 round groundwater sampling (10 wells total) plus dups and QA/QC samples

- Laboratory fees w/ Level 4 QC

- 2 – technical memo letter reports (one for each site)

\$37,500 – combined budget for the two sites.

Let me know if you have questions.

Thanks

dsh

**David Henderson, P.E.**

Senior Project Manager/Director, Environment

D 414-944-6190

M 414-429-8304

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