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Stantec Consulting Services Inc.
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December 20, 2013

Mr. William P. Scott
Gonzalez, Saggio, Harlan, LLP
111 East Wisconsin Avenue
Suite 1000
Milwaukee, Wisconsin 53202

RE: Updated DERP Proposal
Former Express Cleaners, 3941 North Main Street, Racine, Wisconsin
BRRTS #02-52-547631

Dear Mr. Scott:

Stantec Consulting Services Inc. (Stantec) prepared this proposal in response to your request for an updated Drycleaner Environmental Repair Program (DERP) proposal for remedial action activities at the former Express Cleaners, 3941 North Main Street, Racine, Wisconsin (the Site). The proposal was prepared to meet the Dry Cleaner Environmental Response Fund (DERF) bidding requirements of section NR 169.23, Wisconsin Administrative Code (s. NR 169.23, Wis. Adm. Code) and outlines Stantec's approach, schedule, cost, and personnel.

BACKGROUND INFORMATION

The Ehrlich Family Limited Partnership (Ehrlich Family) owns the Site which contains a three-unit building. In 2006, recognized environmental conditions associated with the dry cleaning business were identified at the Site as part of a Phase I Environmental Site Assessment (ESA). During April 2006, a Phase II ESA identified released dry cleaning solvents in soil at the Site. The Phase II ESA results were submitted to the Wisconsin Department of Natural Resources (WDNR), who subsequently required additional investigation of the released dry cleaning solvents.

During 2007 and 2008, Northern Environmental Technologies, Incorporated (Northern Environmental) oversaw site investigation activities to evaluate the chlorinated volatile organic compounds (CVOCs) release previously identified on the Site. The investigation results were used to define the extent of released CVOCs in soil and groundwater in all directions except the southwest. During November 2008, the WDNR conditionally approved the site investigation and requested the Ehrlich Family solicit remedial action bid proposals according to Section NR169.23 Wisconsin Administrative Code. During March 2009, the Ehrlich Family representative requested remedial action proposals. However, the proposal process was placed on hold to conduct additional investigation on the eastern portion of the Site at the WDNR's request. During April 2011, Bonestroo (formerly Northern Environmental) collected soil samples from three boreholes and installed two additional monitoring wells to delineate the extent of released CVOCs in soil and groundwater.

In 2011, Gonzalez, Saggio, & Harlan, LLP requested a revised remedial action proposal. The request included possible building demolition, active soil and groundwater remediation, contaminated soil vapor mitigation, groundwater monitoring, and associated permitting

and reporting. Bonestroo responded to the request for proposal, but remedial action activities were again placed on hold.

Since this time, it is our understanding that the Ehrlich Family has purchased the neighboring property to the east (3936 North Bay Avenue), and abated asbestos and assessed the concrete floors for potential CVOC contamination within the Site building. Because of these important changes and their effect on the overall remedial action plan, remedial action activities are being re-bid. As such, Stantec (formerly Bonestroo) reviewed our 2011 proposal and modified the scope of work to include remediation of on-site soil and groundwater following demolition of the building. Details regarding our proposed scope of work are outlined below.

SCOPE OF WORK

The proposed workplan was designed to address the items identified in your request, make maximum use of existing information, satisfy the regulatory requirements of Chapters NR 169 and the NR 700 Series, Wis. Adm. Code, minimize total project cost, and expedite project completion. To minimize project cost and time requirements, the project will be completed in a phased approach.

The proposed remedial action approach includes: reducing the contaminant concentrations and mass in the source area (source control), demonstration of a stable or receding groundwater plume, improvement of groundwater quality in a reasonable period of time, and prevention of CVOC vapor migration from entering a future Site building or migrating off-site. Source control will consist of *in-situ* chemical oxidation of unsaturated soils via soil mixing and *in-situ* anaerobic bioremediation enhancement in groundwater via direct injection.

We anticipate that the case associated with this Site would be closed by placing the site on the WDNRs Geographic Information System (GIS) Registry of Closed Remediation Sites database.

The proposed workplan consists of the following seven major tasks:

Task 1.0	Prepare RAP and Environmental HASP
Task 2.0	Building Demolition
Task 3.0	Baseline Groundwater Sampling
Task 4.0	Prepare WDNR Injection Permit Application
Task 5.0	*In-Situ* Unsaturated Soil Remediation
Task 6.0	*In-Situ* Anaerobic Bioremediation Enhancement in Groundwater
Task 7.0	Post-Remedial Groundwater Monitoring
Task 8.0	Remedial Action and Groundwater Monitoring Summary Report
Task 9.0	WDNR Closure Request, GIS Registry, and Monitoring Well Abandonment

Project assumptions and tasks are described in greater detail below. The proposed schedule to complete remedial action activities is presented in Attachment A.

Task 1.0 Prepare RAP and Environmental HASP

Using information provided in the Request for Proposal (RFP) and the results of previous investigative work, Stantec will submit a final Remedial Action Plan (RAP) to the WDNR for review and approval. In addition, Stantec will prepare an environmental health and safety plan (HASP) specifically addressing health and safety issues associated with the proposed remediation.

Task 2.0 Building Demolition

Since highly contaminated soil is present in unsaturated soil beneath the building, our approach includes complete demolition of the building to allow access to this soil.

Stantec will subcontract a qualified excavation and demolition contractor to demolish the entire on-site building for greater access to soil for remedial purposes. This contractor will be responsible for demolition of the building, including site supervision, dust control, permitting, utility disconnection and debris disposal. It is assumed that all asbestos-containing materials have been abated from the building and that all existing roofing materials are a category I non-friable asbestos containing building material. Since CVOCs have been detected in a concrete core sample collected from near the former dry-cleaning machines, concrete from this area will be segregated after removal for direct disposal at a licensed landfill. The remainder of concrete and other recyclable building materials will be recycled. Utilities (i.e. sewer, water, natural gas) entering the building will be appropriately decommissioned.

Task 3.0 - Baseline Groundwater Sampling

Baseline groundwater sampling will be completed at least 1 month before initiating the remedial action. The sampling will determine the groundwater conditions immediately prior to remedial injection (*in-situ* anaerobic bioremediation enhancement). The results will be tabulated and assessed to determine if any modifications to the injection plan are needed.

Water elevations will be recorded from all the existing monitoring wells and the piezometer before collecting groundwater samples. All wells will be purged and sampled using low-flow sampling techniques according to WDNR groundwater sampling procedure guidance and laboratory analyzed for VOCs. In addition select groundwater samples will be laboratory analyzed for total organic carbon, ethane, ethene, methane, nitrate+nitrite, sulfate, dissolved iron, and total iron. Before sampling, each of the wells selected for laboratory analysis will be field analyzed for temperature, power of hydrogen (pH), specific conductance, dissolved oxygen (DO), and oxidation-reduction potential (ORP).

Task 4.0 Prepare WDNR Injection Permit Application

A temporary exemption must be obtained from the WDNR for injection of a compound into the subsurface. For the proposed remedial action, RegenOx™ (a chemical oxidizer) will be used to treat unsaturated soil and 3DMe™ (enhanced anaerobic bioremediation) will be used to treat saturated soil. Specifically, the following permits/approvals are required.

- 3DMe Injection permit from the WDNR in accordance with ss. NR 140.28 (5) and NR 812.05, Wis. Adm. Code. The injection permit will include a description of buried conduits in the injection zone, the natural discharge point for groundwater, means of recovering excess substrate, and expected injection rates, pressures, and volumes.
- General Wisconsin Pollutant Discharge Elimination System (WPDES) permit from the WDNR.

S. NR 140.28 (5), Wis. Adm. Code outlines the prerequisites required as part of the temporary exemption process. Generally the prerequisites include:

- A discussion of how injection as the remedial action will effectively reduce contaminant concentrations within a reasonable period of time.
- The type, concentrations, and volume of injection substance will be minimized to the extent necessary to complete the remedial action.
- Injection substance will not significantly increase the threat to public health or welfare.
- Injection will not occur into an area where a floating non-aqueous phase liquid is present in contaminated soil or groundwater.
- There will be no expansion of soil or groundwater contamination beyond the edges of previously contaminated areas.
- Any needed federal, state, and local licenses and permits are obtained.

Task 5.0 *In-Situ* Unsaturated Soil Remediation

To address CVOC contamination present in unsaturated soils we propose an *in-situ* chemical oxidant application via soil mixing to treat soils. Since the majority of CVOC contaminated soil is present within 4 feet of the ground surface, the Chapter NR 720 Wis. Admin. Code nonindustrial residual contaminant levels (RCLs) for direct contact listed below will be used as the target clean-up levels for soil.

Cis 1,2-dichloroethene	156,000 micrograms per kilogram (µg/kg)
Trans 1,2-dichloroethene	313,000 µg/kg
Tetrachloroethene (PCE)	1230 µg/kg
Trichloroethene (TCE)	160 µg/kg

This will allow the majority of the soil to remain on site without the need to cap the soil assuming a soil performance standard can be applied for soil remaining at concentrations above respective NR 720 RCLs for the protection of groundwater pathway, if any.

Following the demolition of the building and removal of overlying pavement, soils which currently exceed the stated remedial goals will be treated with RegenOx™, a chemical oxidant, to reduce the concentrations of CVOCs to near or below the stated remedial goals. Based on available soil data, approximately 1,200 cubic yards of soil will be treated. The lateral extent of unsaturated soil to be treated in-situ is shown in Figure 1. Our intent is to maintain the integrity of the monitoring wells currently located within the proposed soil mixing area.

To facilitate soil mixing, up to 250 tons of soil will be excavated from the western end of the contaminated soil area (see Figure 1). Soil would be removed in an approximately 30 foot by 30 foot area to five feet in depth. Excavated soil would be transported off-site to a licensed landfill for disposal. The intent of this excavation is to provide an area for a backhoe to operate for soil mixing. During excavating and soil mixing temporary fencing will be constructed to restrict access to the Site. Following soil mixing activities, the resultant excavated area would be compacted and finished to grade with a clean backfill and six inches of traffic bond.

Approximately 1 month after the completion of soil mixing, Stantec will collect unsaturated soil samples from twenty boreholes (one from every two remedial cells) located within the treatment area using truck- and/or cart-mounted direct-push soil sampling methods. One

unsaturated soil sample from each borehole would be laboratory analyzed for VOCs to document the soil treatment success.

Task 6.0 *In-Situ* Anaerobic Bioremediation Enhancement in Groundwater

Stantec recommends the injection of an organic substrate (carbon and nutrient source) into groundwater in and around the source area to enhance the reductive dechlorination process as the first part of the remediation process. Based on Stantec's previous work at the Site, the use of a substrate which promotes accelerated anaerobic degradation is recommended to reduce the concentrations of chlorinated solvents in groundwater. A Regenesis Remedial Services (Regenesis) product named 3D Microemulsion Factory Emulsified (3DMe™) in combination with BDI Plus was selected due its performance in similar case studies and its greater ability for subsurface distribution in saturated soils as compared to emulsified vegetable oils. 3DMe™ is a slow-release electron donor material that provides a 3-stage electron donor release profile and a pH neutral chemistry. BDI Plus is a natural microbial consortium containing dehalabacter strains to remediate carbon tetrachloride and dehalococcoides for the chlorinated ethenes (PCE and daughter products). The combination of 3DMe™ and BDI Plus will be the most-effective substrate to ensure maximize anaerobic degradation of the detected VOCs at the Site. Additional information regarding the proposed injection products is included in Attachment B. 3DMe™ and BDI Plus were chosen based on the following factors:

- 3DMe™ will effectively and significantly elevate the carbon concentrations within the contaminant plume.
- 3DMe™ more easily distributes through the aquifer using a hydrophile/lipophile balance (HLB). The HLB feature enhances subsurface distribution of 3DMe™ via micellar movement. During this process, microscopic colloidal aggregates continuously propagate from areas of high 3DMe™ concentration to those of lower concentration moving the 3DMe™ into areas beyond those affected by the initial injection. In addition, the HLB feature limits aquifer blockage sometimes seen with the use of emulsified oil products.
- Introducing a concentrated carbon source should create much more anaerobic conditions within the aquifer allowing for greater anaerobic degradation of VOCs.
- Introducing additional nutrients (BDI Plus) will provide a robust microbial population to enhance anaerobic degradation of detected VOCs.
- The 3-stage release profile allows for a much longer period of bioremediation.

A pilot test for the proposed remedial action is not proposed since sufficient data was generated during the site investigation regarding site geology and hydrogeology, contaminant concentrations and extent, and existing site conditions to design an effective RAP. In addition, the selected remedial methods have been successful in significantly reducing CVOC concentrations in soil and groundwater at many sites with varying subsurface conditions.

Stantec proposes a series of injections using direct-push techniques. Based on soil and aquifer characteristics, a 10-foot radius of influence for each injection point is expected and a 33 percent overlap will be used to ensure adequate coverage. Approximately 65 injection locations will be used for treatment of contaminated groundwater contained within approximately 2500 cubic yards (yd^3) of soil. The lateral extent of groundwater to be treated is shown on Figure 2. 3DMe will be injected using a "bottom up" technique from approximately 1 foot below the base of the saturated silty sand to the top of the water table (4 to 11 feet below grade [fbg]).

The injection will be completed approximately two months after completing unsaturated soil remediation using RegenOx™. The delay before injection of 3DMe will allow the RegenOx™ to complete treatment of unsaturated soil and allow the aquifer to return to natural conditions. Injection will occur at a rate that reduces groundwater table mounding and associated potential contaminant plume expansion.

Task 7.0 Post-Remedial Groundwater Monitoring

Following completion of the soil mixing and injection of 3DMe, four groundwater sampling events will be completed to document the effectiveness of the remedial action. The injection permit will likely require the first post-remedial groundwater monitoring event to occur within 30 days of injection. The remaining events would occur quarterly (every 3 months) after the first event. If, at any time during the groundwater monitoring, it appears that reductive dechlorination is no longer occurring and contaminant concentrations begin to increase, the need for additional injection(s) will be evaluated and discussed with the WDNR.

Groundwater monitoring will include measuring depth to water at each monitoring point. This information will be used to evaluate groundwater flow. In addition, samples will be collected from select monitoring wells and piezometers and submitted for laboratory analysis. All groundwater samples will be collected using low-flow sampling techniques. The monitoring wells will be sampled according to WDNR groundwater sampling procedures. The groundwater samples will be submitted under chain-of-custody protocol to a WDNR-certified laboratory for analysis of VOCs. Duplicates and trip blanks will be collected pursuant to WDNR protocol and analyzed for VOCs. All water removed from the monitoring wells during purging will be temporarily stored in 55-gallon steel drums and properly disposed upon receipt of laboratory results.

Before sampling, each of the wells selected for laboratory analysis will be field analyzed for temperature, pH, specific conductance, dissolved oxygen, and oxidation reduction potential. Groundwater samples may also be submitted from select wells for laboratory analysis for carbon dioxide, nitrate + nitrite, sulfate, total organic carbon, ethane, ethene, and methane. Additional groundwater monitoring may be required to document long-term contaminant trends and provide sufficient evidence to support case closure by the WDNR.

Task 8.0 Remedial Action and Groundwater Monitoring Summary Report

The results of remedial action and confirmatory sampling, will be detailed in a final report that documents the remedial action and quarterly groundwater monitoring activities. The final report will summarize the results and include all text, tables, figures, field data, and laboratory reports necessary to support the findings and conclusions.

Task 9.0 WDNR Closure Request, GIS Registry and Monitoring Well Abandonment

A WDNR Case Closure request and GIS Registry packet will be prepared and submitted. Pending WDNR approval Site closure will include listing the site on the WDNR geographic information system (GIS) Registry of Closed Remediation Sites.

This institutional control will provide for future control of the soil and groundwater containing residual contaminants and provide a mechanism to design additional controls to manage soil and fluids, and address vapors, etc. if structures/utilities are placed in the area. Site monitoring wells will be properly abandoned and documentation will be provided to the WDNR.

All activities, including preparation of the final report, will be under the supervision of a professional geologist and hydrogeologist, and/or a professional engineer registered to practice in the state of Wisconsin. After review and incorporation of any comments by the Ehrlich Family representatives, the report will be submitted to the WDNR.

PROBABLE COST AND SCHEDULE

Stantec will furnish or arrange for necessary technical staff, labor, equipment, and materials to complete the proposed work. Costs incurred will be billed at unit rates specified in the attached costs summary included in Attachment C. Budgetary numbers provided are estimates and we reserve the right to reallocate budget between the services listed for actual work performed, but will not exceed the total contract without written approval. Excavation services and chemical oxidant mixing services will be subcontracted directly by the client

The total probable cost for completion of the proposed work (Tasks 1.0 through 8.0) is **$336,540** and includes DERF non-eligible Site building demolition costs. The total amount eligible for DERF reimbursement is **$261,471.** Please note, since costs to prepare a DERF claim are not eligible for reimbursement, it was not included in this proposal. If additional work is required, the additional costs will be outlined in an amendment to the PSA. Additional work will not proceed until your approval is obtained.

We anticipate that the proposed scope of work can be completed following the schedule presented in Attachment A, after receiving authorization to proceed. If additional work is required, the additional costs will be outlined in an amendment to the PSA. Additional work will not proceed until your approval is obtained.

SUPPLEMENTAL ASSUMPTIONS

- No WDNR review fees are included and may not be eligible through DERF.
- The proposed work includes subsurface work. The drilling and excavation contractors are responsible for contacting public utility locating services (e.g., Diggers Hotline and local municipalities), and make a good faith effort to locate underground improvements that could be damaged by the proposed work. Since the owner or operator of the Site usually has the most detailed knowledge of the type and locations of such improvements, the owner/operator will be called upon to assist in locating buried improvements. Consequently, the owner/operator will be requested to review the proposed work to ensure that damage is not done to structures. The owner may also be requested to sign an agreement affirming that the drilling and excavation contractors have made conscientious efforts to avoid damaging buried improvements. Stantec will not be held liable for damaging buried improvements/appurtenances.
- Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired.
- All work at the Site will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under Environmental Protection Agency Safety Level D conditions. A site-specific health and safety plan will be prepared before implementing the work. This safety plan will include general information about the Site, waste

characteristics, safety characterization, an emergency response plan, and emergency routes. Additionally, the safety level will be continuously monitored and revised as necessary based on the conditions encountered. Excavation to evaluate magnetic anomalies will be provided as supplemental services, as appropriate.

OTHER CONSIDERATIONS

Similar Projects and Satisfied Clients

The Stantec community collaborates across disciplines and industries to make buildings, infrastructure, and energy and resource projects happen. Our work—professional consulting in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics—begins at the intersection of community, creativity, and client relationships.

Since 1954, our local strength, knowledge, and relationships, coupled with world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative, personalized ways. With a long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe. We're active members of those communities, which is why, at Stantec, we design with community in mind.

Staff Experience

To ensure this project is completed in a cost-effective manner within the established timeframe, Stantec has assembled a team of professionals with experience working on numerous contaminant and solid waste investigation projects. Key project personnel resumes are included in Attachment D. The project team includes the following staff members.

Mr. Christopher C. Hatfield, PG will serve as the project manager; act as the point of contact between Stantec and you and interface and negotiate with the WDNR. With over 18 years of experience in completing contaminant investigations and remediation in southeastern Wisconsin, Mr. Hatfield possesses strong technical, customer service and communication skills. His expertise includes providing practical solutions to complicated environmental problems that has resulted in outstanding client loyalty and respect by regulatory personnel.

Mr. Stuart J. Gross, PG and Mr. Richard J. Binder, PG have over 19 years of professional geology and remedial design experience. As associate geologists, Mr. Gross and Mr. Binder are continually involved with complex projects by providing technical advisor and QA/QC roles. Mr. Gross and Mr Binder will be responsible for reviewing reports, plans, and bid specifications to ensure their professional quality and technical accuracy.

Project-related fieldwork will be completed using personnel from Stantec's Mequon office. **Mr. Andy Swaim** will supervise and document the field activities completed as part of the remedial action plan. Mr. Swaim has over 7 years of experience conducting subsurface investigations and remedial action for a variety of contaminants. Mr. Swaim will coordinate and supervise the remedial action and has successfully directed remedial actions consisting of chemical injections, soil mixing and excavation, and in-situ bioremediation enhancement at numerous sites contaminated with CVOCs.

In addition to the project-specific staff, Mr. Hatfield can draw on the talent of more than sixty experienced engineers, geologists, hydrogeologists, and environmental scientists employed by Stantec. All project staff has been trained for entry and work on hazardous

waste sites as required by the Occupational Safety and Health Administration. In order to support the professional endeavors of the company, many Stantec employees have gained certification and/or registration in an area of practice or profession. In some cases, such as engineering, registration is a prerequisite to practice. Stantec staff is licensed to practice engineering, geology, hydrogeology and soil science in the state of Wisconsin. We ensure that we have all the necessary current, applicable Wisconsin/local registrations, licensures, etc., which may be required to complete this project.

DERF Considerations

The DERF program became effective February 1, 2000 and is administered by the WDNR to provide reimbursement of eligible costs incurred for investigation and remediation of soil and groundwater contaminated by dry cleaning solvents. Owners or operators of dry cleaning facilities are eligible for reimbursements of costs for immediate and interim actions, site investigations, and remedial actions associated with the release of dry cleaning solvents into the environment. In addition, up to $15,000 is costs related to existing structure removal are eligible for reimbursement per NR169.13(2) Wis. Adm. Code. Reimbursement for immediate actions, site investigation, and remedial actions for releases at an active dry cleaning facility are subject to a deductible amount of $10,000 for eligible costs between $0 and $200,000. Costs between $200,000 and $400,000 are subject to an additional deductible of 8 percent of the costs greater than $200,000. Costs between $400,000 and $500,000 are subject to an additional deductible of 10 percent for costs greater than $400,000.

The DERF rule presents several important requirements that will affect this project. These requirements are presented below for your consideration.

- Consultant services must be selected by using a qualification-based selection process that includes at least three competitive proposals for the site investigation (including development of the remedial options report) and selection, design, and implementation of remedial activities. The proposals must be evaluated based on qualifications, scope of work, references, and fee schedule. **The lowest-priced proposal need not be selected,** but rather, the engineering services should be selected based on qualifications. If you do not select the lowest cost proposal, you must justify your selection with the WDNR before entering a contract with the consultant.
- Proposals shall include cost estimates for professional or commodity services on an hourly basis or per unit basis.
- Proposals must include a statement of professional qualifications for every person whose professional services are included in the proposal.
- Costs for services beyond the scope of a consultant's initial proposal and greater than $3,000 may not be reimbursed unless the consultant provides the applicant with a cost estimate for the additional services being performed, services are billed at the same or lower unit price as the initial proposal, and the applicant approves the cost estimate in writing before conducting the additional services. Additional costs that exceed $3,000 may require competitive bidding. If the cost of additional services exceeds $3,000, the applicant must provide the department with a copy of the cost estimate before authorizing the consultant to proceed.
- The consultant must certify that the consultant and contracting services will comply with applicable requirements of NR 169, Wis. Adm. Code.

- All consultants must maintain coverage for comprehensive general liability, which includes pollution impairment liability of $1 million per claim and a minimum of $1 million in annual aggregate claims. If the deductible for the insurance exceeds $25,000, the consultant shall furnish proof of financial responsibility acceptable to the WDNR for the amount of the deductible.

In summary, you must evaluate proposals from at least three consultants before selecting a firm for your project. **You should select the consultant you feel is best qualified to represent your interests.** You do not need to select the lowest-cost proposal. However, if you do not select the lowest-cost proposal, you must justify the selection to the WDNR and obtain its approval before entering a contract with that consultant. Qualified consultants must have the necessary insurance, including pollution liability insurance.

STANTEC ASSURANCE

Strict procedures are followed during all sampling and laboratory analysis to ensure the accuracy of our results. Inaccurate data can add significant cost to the project and may jeopardize your DERF reimbursement. Stantec adheres to accepted regulatory policies and procedures and industry standards. All of the Stantec work is protected by our professional error and omissions (E&O) insurance and accompanying engineers' pollution liability (EPL) policy. A copy of Stantec's Certificate of Insurance is provided in Attachment E.

Stantec will provide necessary staff and facilities for all phases of planning, investigation, design, construction and operation. We will also retain and confer with specialists on unusual matters; provide qualified technical reviewers, who will keep the owner advised on technical and regulatory matters and work toward planned remediation goals. Stantec will perform all services in an ethical, professional, and timely manner.

The fields of science and engineering, and associated technologies, guidelines, regulations, and practices are in a constant mode of change and development. Variations and inconsistencies exist among the guidelines, regulations, and standards of various governmental agencies and other recognized authorities; this necessitates that judgment be applied in the selection of methods and procedures implemented in the performance of work in this field. The proposed remedial action is based upon professional interpretation of the practically reviewable and reasonably ascertainable information available to Stantec. Conditions can vary with time and the interpretation of data, and opinions and recommendations made by Stantec are based solely on obtained data. Such limitations can result in changes in conclusions and interpretations where new or different information is obtained. This should not be construed as a guarantee of complete remediation as additional activities beyond those being proposed may be required to achieve case closure.

STANTEC CERTIFICATIONS

Under NR 712, Wis. Adm. Code, minimum standards for experience and professional qualifications are established for persons providing environmental response actions. Specifically, all groundwater assessment submittals must be prepared by a Wisconsin-certified hydrogeologist, and all corrective action submittals must be prepared by a Wisconsin-registered professional engineer. Stantec meets all requirements of NR 712, Wis. Adm. Code. Stantec also certifies that all consultant and contract services will comply with applicable requirements under NR 169 and NR 700 to 728 Wis. Adm. Code. We will also make all consultant documents and records available to the WDNR for inspection and copying. We also certify that this proposal was not prepared in collusion with any other consultant submitting a bid on this Site.

Stantec

Selecting Stantec ensures complete regulatory compliance. Stantec is fully informed about the project's scope and required services, and have the experience and ability to analyze alternatives and design the most suitable response action consistent with technical and economic feasibility, environmental statutes and rules, restoration timeframes, and the latest technical advances. Using a firm without our qualifications may jeopardize your DERF reimbursement.

PAYMENT TERMS & CONDITIONS

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the Professional Services Agreement (PSA) included in Attachment F for additional terms and conditions.

Please send executed Agreement to:
Stantec Consulting Services Inc.
12075 Corporate Parkway, Suite 200
Mequon, WI 53092

Please remit payments for services:
Stantec Consulting Services Inc.
13980 Collections Center Drive
Chicago, IL 60693

The terms and conditions of the work proposed by Stantec will be governed by the PSA. If you find our proposal acceptable, please sign and return the PSA. A signed copy of the PSA must be returned to Stantec before initiation of project work. Any additional work will be handled as an amendment to the PSA.

We thank you for the opportunity to submit this proposal. Stantec appreciates your consideration of our firm, and we look forward to providing the requested services. Please contact us if you have any questions or comments.

Respectfully,

STANTEC CONSULTING SERVICES INC.

Christopher C. Hatfield, PG
Project Manager
Tel: 262-643-9171
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Enclosures

Stantec

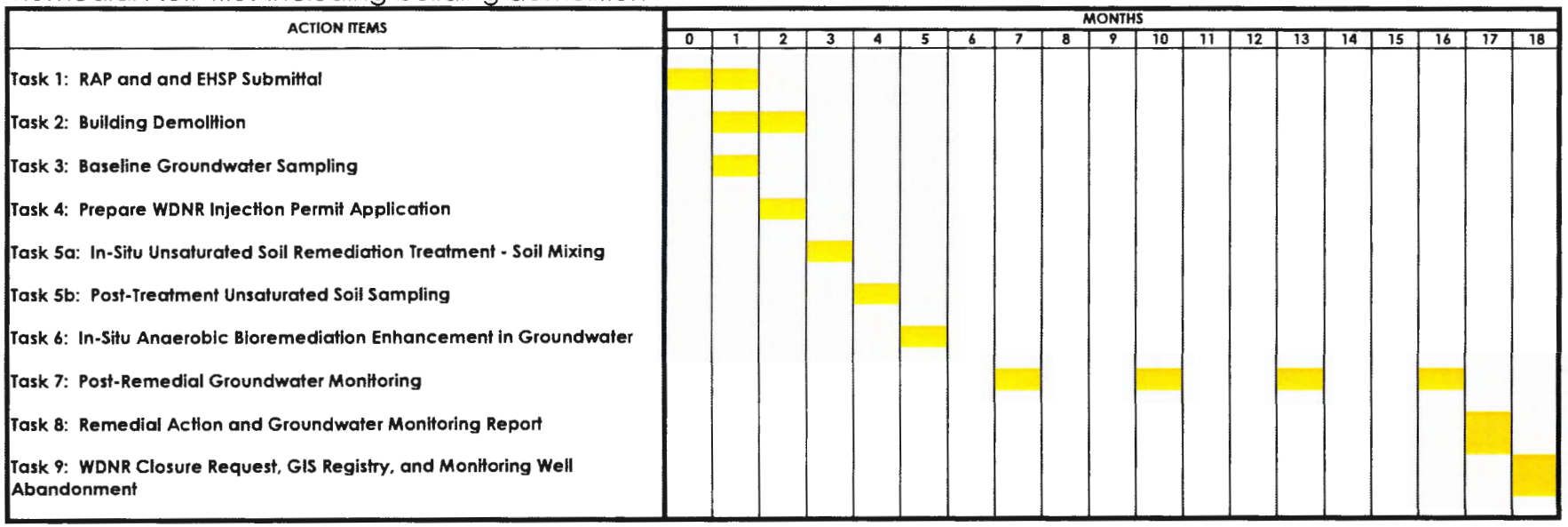
ATTACHMENT A

PROJECT SCHEDULE

Stantec

Express Cleaners Proposed Remedial Action Probable Schedule

Remedial Activities including building demolition



Note: assumes WDNR RAP and injection permit approval within 3 weeks of submittal

Stantec

ATTACHMENT B

REGENESIS INFORMATION

REGENESIS

December 20, 2013

Chris Hatfield
Stantec
12075 Corporate Parkway, Suite 200
Mequon, WI 53092

RE: Remediation at Express Cleaners in Racine, Wisconsin

Dear Chris,

Thank you for the opportunity to evaluate this project and to have Regenesis Remediation Services (RRS) provide you with this remediation design. Below we have provided information related to the design and application of RegenOx® to remediate the source area tetrachloroethene (PCE) impacted soils. Groundwater bioremediation will consist of using 3D Microemulsion® Factory Emulsified (3DMe) as the edible oil substrate along with BDI Plus to bioaugment and further accelerate the reductive dechlorination process already occurring at this site to a limited extent. Both of these remediation technologies will destroy PCE and associated daughter products trichloroethene, dichloroethene and vinyl chloride.

The following attachments contain information pertinent for our proposed remedial design:

1. Site Maps Depicting Each Treatment Area
2. Design Summary Calculations

Product Description

Follow the website link for detailed descriptions of RegenOx and 3DMe.

Summary of Relevant Design Information

There are two primary areas of focus with respect to the PCE and daughter product contamination at the subject property: soil bounds contaminant mass and dissolved phase (groundwater) contaminant mass. RegenOx will provide a means for immediate desorbtion and chemical oxidation of the high concentrations of the chlorinated solvents in the unsaturated soils and groundwater.

The chemical oxidation process using RegenOx is not an exothermic reaction and is not corrosive, thus minimizing health and safety concerns. However, RegenOx has the power to efficiently oxidize PCE and its daughter products. The 4 week longevity of RegenOx allows time for the desorption and oxidation of the contaminant mass sorbed to the soils and distribution throughout the treatment zone.

3DMe is a field-ready slow release electron donor emulsion. This unique material provides a highly efficient, 3 stage fermentation process designed to optimize anaerobic biodegradation. To deliver a 3 stage electron donor release, REGENESIS engineered an entirely new pH neutral formula containing free lactic acid, polylactate esters and fatty acid components. Fatty acids make up the oil portion of edible oil substrate. This new molecule also exhibits a novel hydrophile-lipophile balance (HLB) which provides maximum subsurface distribution well beyond that of emulsified edible oil substrates.

The attached site maps graphically depicts the proposed design, treatment areas and application rates of the remediation chemistries. It is our understanding that this work will be performed after the buildings, foundations and other above ground structures have been removed. A summary of the proposed scope of work to implement this remediation plan is below.

Source Zone Soil Treatment Area

- Surficial Treatment Area – approximately 1,200 cubic yards
- Vertical Treatment Interval – ground surface to a depth ranging from 4-10 feet bgs
- Remediation Reagents: RegenOx
  - application rate: 12 lbs Part A, 8 lbs Part B and 1 gallon RegenOx Solution per cubic yard
- Primary Application Method: *In-Situ* Soil Mixing (Trackhoe, skid steer loader and operator provided by Stantec)

West Grounwater Plume

- Surficial Treatment Area – approximately 12,000 square feet
- Vertical Treatment Interval – 4 to 11 feet bgs
- Remediation Reagents: and BDI Plus
  - 3DMe application rate: 272 lbs of 3DMe per injection point (6,800 lbs total)
  - BDI Plus: total of 18 liters of standard concentrate
- Application Method: up to 25 DTP Injection Points

RRS will provide the following serviced to assist in the implementation of this scope of work:

- RRS Application Services
  - Injection tooling (injection heads, hoses, etc.)
  - Injection Application Trailer (equipped with pumps, poly-tanks, compressor, safety equipment, etc.)
  - PPE for our personnel and first aid station
  - Collect empty RegenOx containers, used PPE and RRS generated refuse and dispose of in trash receptacle on site
- Provide MSDS for and abide by Stantec's site specific HASP
- Real-time reagent distribution diagnostics allows for field modifications, as needed
- Application Summary Report including injection depths, soil mixing quantities, actual application rates/quantities, elapsed time, injection pressures, surfacing of material and other noteworthy field observations

Stantec, as the environmental consultant, will write and submit all remediation plans and reports to the WDNR and their client. RRS will work as a subcontractor to Stantec and under their direction. In addition to the responsibilities as the environmental consultant, Stantec will provide the following serviced to assist in the implementation of this scope of work:

- Overall site management, health and safety lead and project oversight
- Receive product delivery at the site prior to mobilization and provide a secure location for storage of product and trailer on site
- Provide a Direct Push Rig with 1 ½" Geoprobe rods for DTP Injections
- Provide 1 laborer to assist RRS in operating our material mixing and Application Trailer
- Provide a container to dispose of used PPE and empty, clean RegenOx containers and 3DMe totes as trash
- Provide a YSI-556 or similar groundwater monitoring device and obtain data from wells daily
- Call in public and, if necessary, provate utility locate

Project Cost Schedule

RegenOx material cost	
24,000 lbs @ $2.05/lb	= $49,200.00
RegenOx Solution (1,400 gal)	= $ 6,900.00
Sales Tax 5.1%:	= $ 2,861.10
Freight/Handling	= $ 5,875.00
Total for RegenOx	**= $64,836.10**

3DMe material cost	
6,800 lbs @ $3.10/lb	= $21,080.00
18 liters BDI Plus @180/L	= $ 3.060.00
Sales Tax 5.1%:	= $ 1,231.14
Freight/Handling	= $ 4,200.00
Total for 3DMe	**= $29,571.14**

RRS Application Trailer, Application Project Manager, and Service Truck... $ 2,475.00/day

Mobilize trailer to Racine Site... $ 250.00/week

Payment for the project is due 30 days from the date of our invoice.

Confirmation Sampling

The chemical oxidation reactions from RegenOx will proceed over a period of 3-4 weeks. An initial confirmation sample may be collected by Stantec as soon as 28 days following the application.

Assumptions/Qualifications

- There are no additional sources of contaminant mass and the data Stantec provided represent actual conditions within the target treatment area.
- A high volume (>30 gpm) water source (i.e., hydrant or water spigot) will be available to RRS for the duration of the project within 100' of the project staging/work area, at no cost to RRS.
- RRS will have access to the site for equipment operation and secure storage of materials and equipment.
- RRS will collect and dispose of project related refuse, treatment chemical containers and used PPE on a daily basis to keep the site clean. This nonhazardous refuse will be placed in the client's refuse container on site for disposal.
- Stantec is responsible for securing injection permits prior to mobilizing to the site.
- Stantec is responsible for all soil, air and groundwater sampling and analysis.
- RRS will not be responsible for any treatment chemistry infiltration into undesired locations.

- Stantec will call in a public utility locate for area in or near the injection zones. Private utility locates, if determined necessary, will be the responsibility of Stantec. RRS is not responsible for damage to any unmarked utilities.

Regenesis appreciates the opportunity to present you with this proposal. If you need any additional information please feel free to contact Scott Mullin at 630.319.0836.

REGENESIS

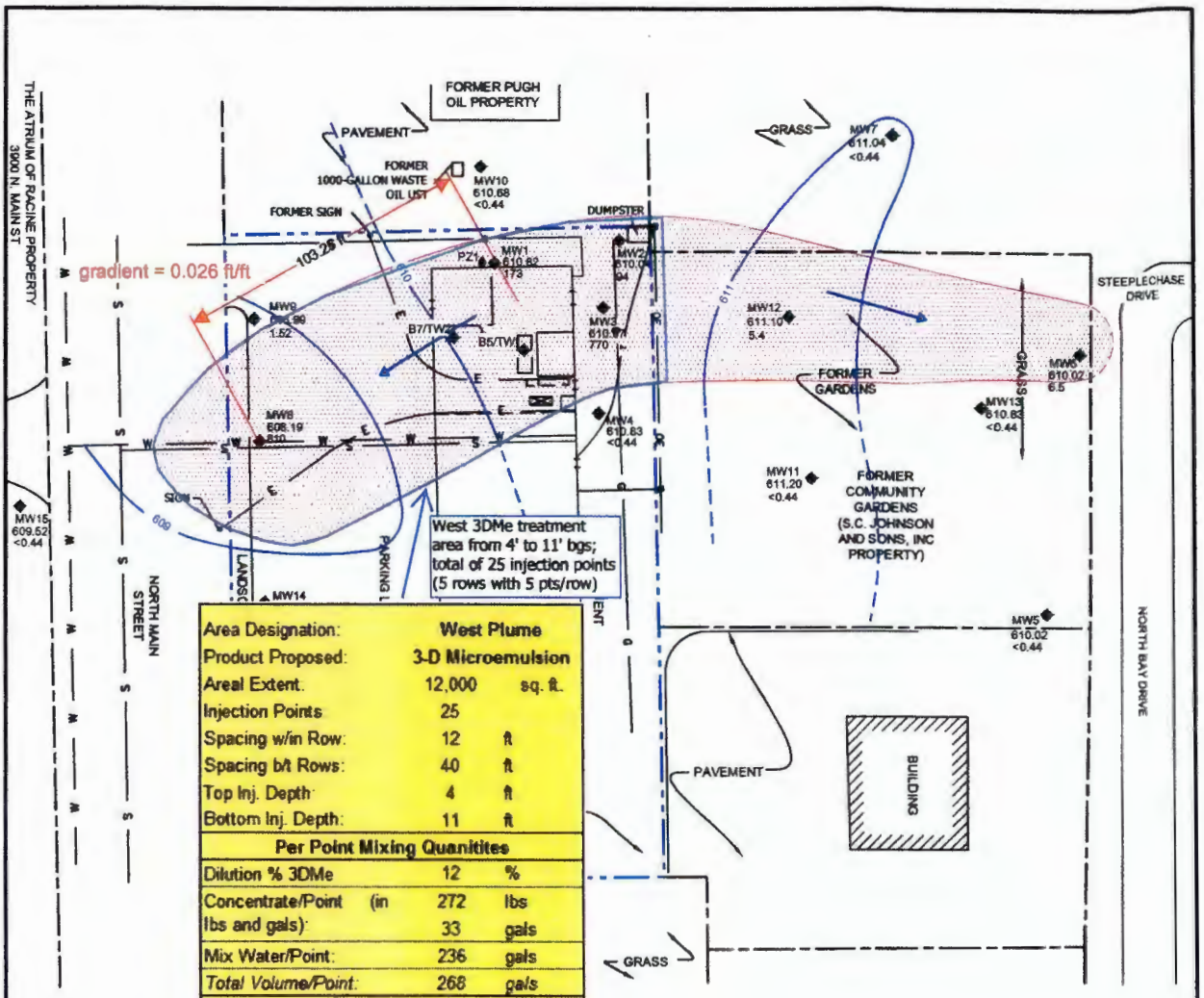
Scott Mullin
Remediation Services Division Manager

attachment: Site Maps Depicting the Proposed Treatment Areas
Design Summary Calculations

Please sign below to acknowledge acceptance of this proposal for the **Express Cleaners in Racine, Wisconsin** and authorize RRS to perform stated work:

Stantec

Signature of Authorize	Date
Name (print)	P.O. or Project Number



Area Designation:	West Plume	
Product Proposed:	3-D Microemulsion	
Areal Extent:	12,000	sq. ft.
Injection Points:	25	
Spacing w/in Row:	12	ft
Spacing b/t Rows:	40	ft
Top Inj. Depth:	4	ft
Bottom Inj. Depth:	11	ft
Per Point Mixing Quantities		
Dilution % 3DMe	12	%
Concentrate/Point (in lbs and gals):	272 33	lbs gals
Mix Water/Point:	236	gals
Total Volume/Point:	*268*	*gals*
Injection Totals		
3-D Microemulsion	6,800	lbs
Mix Water	5,891	gals
Total Injection Volume:	6,706	gals
Total Linear Drilling:	275	ft
Note 1: Apply 1.0 liter of BDI Plus per injection point in the 18 most upgradient injection points.		

LEGEND

- SUBJECT PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARIES
- OVERHEAD ELECTRIC LINE
- FENCE
- UNDERGROUND GAS LINE
- WATERMAIN
- BURIED ELECTRIC LINE
- BURIED SANITARY SEWER
- BURIED TELEPHONE LINE
- UTILITY POLE
- FORMER DRY CLEANING MACHINE LOCATION
- EXISTING DRY CLEANING MACHINE
- MW1 610.82 173 — 2" MONITORING WELL LOCATION AND IDENTIFICATION WITH GROUNDWATER ELEVATION AND PCE CONCENTRATIONS IN µg/L
- PZ1 — PIEZOMETER LOCATION AND IDENTIFICATION
- TW2 — 1" TEMPORARY MONITORING WELL LOCATION AND IDENTIFICATION
- GROUNDWATER FLOW DIRECTION
- 608.5 — GROUNDWATER ELEVATION CONTOUR
- ESTIMATED EXTENT OF GROUNDWATER WITH PCE CONCENTRATIONS EXCEEDING NR140 ES (DASHED WHERE INFERRED)

SCALE IN FEET
20 0 20 40

Bonestroo
12075 N CORPORATE PKWY, STE 200
MEQUON, WISCONSIN 53092
P: 262-241-4466 F: 262-241-4901

N:\3592\3592090010\Figures\003592090010_FIG1_RACINE.dwg

GROUNDWATER ELEVATION CONTOUR MAP AND EXTENT OF GROUNDWATER CONTAMINATION APRIL 7, 2011

EXPRESS CLEANERS, INCORPORATED
3941 N. MAIN STREET
RACINE, WISCONSIN

DATE:	DRAWN BY:	REVISED:	PROJECT NUMBER:	FIGURE
04/15/08	BMP	2011-04-21 AJS	003592-09001-0	2

REGENESIS

3-D MicroEmulsion FACTORY EMULSIFIED

Design Summary Output
Page 1 of 2

Regenesis Technical Support: USA (949) 366-8000
www.regenesis.com

Date:	12/20/2013
Site Name:	Express Cleaners - Racine, WI
Location:	West Plume
Consultant:	Chris Hatfield (Stantec)

3-D Microemulsion Grid-Based Design Specifications
Express Cleaners - Racine, WI
West Plume

Design Specifications	Quantity	Units
Injection Point Spacing within rows	12	ft on center
Injection Point Spacing between rows	40	ft on center
Number of Injection Points	25	---
Treatment Areal Extent	12,000	ft^2
Top of Treatment Interval	4	ft
Bottom of Treatment Interval	11	ft
Vertical Treatment Thickness	7	ft
Product Quanitities	**Quantity**	**Units**
Total 3-D Microemulsion (as shipped) - All Points	6,800	lbs
	815	gallons
3-D Microemulsion (as shipped) - Per Point	272	lbs
	33	gallons
Bio-Dechlor Inoculum Plus - All Points	18	liters
Field Mixing/Injection Ratios	**Quantity**	**Units**
Dilution Rate Proposed (% 3DMe as shipped)	12	%
Total Mixing Water (all Points)	5891	gallons
Mixing Water per Point	236	gallons
Total Volume Injected (all Points)	6,706	gallons
Total Volume Injected per Point	268	gallons
Total Linear Footage to be Drilled	275	ft
Pore Space Occupancy & Radius of Injection	**Value**	**Units**
% Effective Pore Volume Displaced	7%	---
Radius of Injection (Theoretical Average)	6.4	ft

REGENESIS

3-D MicroEmulsion FACTORY EMULSIFIED

Design Summary Output
Page 2 of 2

SITE DATA - INPUT PARAMETERS		
Hydraulic Parameters	**Value**	**Units**
Soil Type (sand, silt, gravel, clay, etc.)	silty sand	---
Porosity	0.4	cm^3/cm^3
Effective Porosity	0.15	cm^3/cm^3
Hydraulic Conductivity	0.63	ft/day
Hydraulic Gradient	0.026	ft/ft
Seepage Velocity	39.9	ft/yr
Saturated Soil Concentrations (sorbed mass)	**Concentration**	**Units**
Tetrachloroethene (PCE)	0.025	mg/kg
Trichloroethene (TCE)	0.001	mg/kg
cis-1,2-dichloroethene (DCE)	0.005	mg/kg
Vinyl Chloride (VC)	0.000	mg/kg
Sorbed Phase Contaminant Mass	***0.3***	***lbs***
Groundwater Concentrations (dissolved mass)	**Concentration**	**Units**
Tetrachloroethene (PCE)	0.02	mg/L
Trichloroethene (TCE)	0.00	mg/L
cis-1,2-dichloroethene (DCE)	0.02	mg/L
Vinyl Chloride (VC)	0.00	mg/L
Dissolved Phase Contaminant Mass	***0.1***	***lbs***
Competing Electron Acceptors	**Concentration**	**Units**
Oxygen Demand	5	mg/L
Nitrate Demand	5	mg/L
Bioavailable Manganese Demand	5	mg/L
Bioavailable Iron Demand	25	mg/L
Sulfate Demand	50	mg/L
CEA Contaminant Mass	***189***	***lbs***
Additional Assumptions/Qualifications		
1) Data Used - GW - MW-3 (04/07/2011).		

Stantec

ATTACHMENT C

PROBABLE COSTS SUMMARY

PROBABLE COSTS

ON-SITE REMEDIATION, ASSUMING COMPLETE BUILDING DEMOLITION

Project Name Express Cleaners, Racine, Wisconsin

Project Manager/Prepared by: Chris Hatfield
Check by: Stuart Gross

CONSULTANT LABOR

Employee & Title	Associate	Senior Project Manager	Project Manager	Geologist	Engineer	Admin	Total Hours	Total Dollars
Billing Rate	$ 161.00	$ 132.00	$ 123.00	$ 91.00	$ 114.00	$ 68.00		
Phase/Task Name	Hours							
Task 1: Remedial Action Plan and Health and Safety Plan Submittal	3.00	1.00	10.00	20.00	1.00	8.00	43.00	$ 4,323.00
Task 2: Building Demolition	7.00	1.00	2.00		2.00	2.00	14.00	$ 1,869.00
Task 3: Baseline Groundwater sampling	1.00		2.00	18.00	1.00	2.00	24.00	$ 2,295.00
Task 4: Prepare Injection Permit Application	1.50	1.00	8.00	16.00	1.00	6.00	33.50	$ 3,335.50
Task 5a: In-Situ Unsaturated Soil Remediation - (6 field days)	1.00		14.00	72.00	2.00	4.00	93.00	$ 8,935.00
Task 6: In-Situ Anaerobic Bioremediation Enhancement in Groundwater (4 field days)	1.00		12.00	48.00	3.00	4.00	68.00	$ 6,619.00
Task 5b: Unsaturated Soil Post-Treatment Soil Sampling	1.00		2.00	14.00	2.00	2.00	21.00	$ 2,045.00
Task 7: Post-Remediation Groundwater Monitoring (4 events)	1.00		10.00	54.00	4.00	10.00	79.00	$ 7,441.00
Task 8: Remedial Action and Groundwater Monitoring Summary Report	4.00	4.00	20.00	35.00	8.00	16.00	87.00	$ 8,817.00
Task 9: Site Closure Request, WDNR GIS Registry, Well Abandonment	2.00	1.00	10.00	25.00	6.00	10.00	54.00	$ 5,323.00
Total Hours by Employee	22.50	7.00	90.00	302.00	30.00	64.00	516.50	
Total Dollars by Employee	$3,622.50	$924.00	$11,070.00	$27,482.00	$3,420.00	$4,352.00		$ 51,002.50

CONSULTANT LABOR SUBTOTAL — CONSULTANT LABOR SUBTOTAL $51,002.50

CONSULTANT EQUIPMENT

Equipment Item	55-Gallon Barrel	Groundwater Sampling Equipment	Laser Level	Soil Sampling Equipment	Carbon Dioxide Testing	YSI Multimeter				Total Dollars
Billing Rate	$50/each	$200/day	$100/day	$125/day	$10/test	$200/day				
Phase/Task Name										
Task 1: Remedial Action Plan and Health and Safety Plan Submittal										$ -
Task 2: Building Demolition										$ -
Task 3: Baseline Groundwater sampling		1			5	1				$ 450.00
Task 4: Prepare Injection Permit Application										$ -
Task 5a: In-Situ Unsaturated Soil Remediation - (6 field days)										$ -
Task 6: In-Situ Anaerobic Bioremediation Enhancement in Groundwater (4 field days)										$ -
Task 5b: Unsaturated Soil Post-Treatment Soil Sampling				1						$ 125.00
Task 7: Post-Remediation Groundwater Monitoring (4 events)	4	4	1		20	4				$ 2,100.00
Task 8: Remedial Action and Groundwater Monitoring Summary Report										$ -
Task 9: Site Closure Request, WDNR GIS Registry, Well Abandonment										$ -
Total Units	4.00	5.00	1.00	1.00	25.00	5.00	0.00	0.00		$2,675.00

CONSULTANT EQUIPMENT SUBTOTAL $2,675.00

SUBCONTRACTORS

Phase/Task Name	Demolition Contractor	Excavation Contractor	Drilling Contractor	Laboratory	Regenesis	Landfill Tipping Fees	City Hydrant Use	Purge Water Disposal		Total Dollars
	Dollar Amount									
Task 1: Remedial Action Plan and Health and Safety Plan Submittal										$0.00
Task 2: Building Demolition	$88,200									$88,200.00
Task 3: Baseline Groundwater sampling				$1,625						$1,625.00
Task 4: Prepare Injection Permit Application										$0.00
Task 5a: In-Situ Unsaturated Soil Remediation - (6 field days)		$46,950			$79,936	$11,500	$1,000			$139,386.00
Task 6: In-Situ Anaerobic Bioremediation Enhancement in Groundwater (4 field days)			$4,400		$37,426		$1,000			$42,826.00
Task 5b: Unsaturated Soil Post-Treatment Soil Sampling			$1,200	$1,200				$840.00		$3,240.00
Task 7: Post-Remediation Groundwater Monitoring (4 events)				$5,085						$5,085.00
Task 8. Remedial Action and Groundwater Monitoring Summary Report										$0.00
Task 9: Site Closure Request, WDNR GIS Registry, Well Abandonment			$2,500							$2,500.00
Total Subcontractors	$88,200.00	$46,950.00	$5,600.00	$7,910.00	$117,362.00	$11,500.00	$2,000.00	$840.00		**$282,862.00**
									SUBCONTRACTORS SUBTOTAL	**$282,862.00**

PHASE	TOTALS	
Task 1: Remedial Action Plan and Health and Safety Plan Submittal	$	4,323.00
Task 2: Building Demolition	$	90,069.00
Task 3: Baseline Groundwater sampling	$	4,370.00
Task 4: Prepare Injection Permit Application	$	3,335.50
Task 5a: In-Situ Unsaturated Soil Remediation - (6 field days)	$	148,321.00
In-Situ Anaerobic Bioremediation Enhancement in Groundwater (4 field days)	$	49,445.00
Task 5b: Unsaturated Soil Post-Treatment Soil Sampling	$	5,410.00
Task 7: Post-Remediation Groundwater Monitoring (4 events)	$	14,626.00
Task 8: Remedial Action and Groundwater Monitoring Summary Report	$	8,817.00
Task 9: Site Closure Request, WDNR GIS Registry, Well Abandonment	$	7,823.00
Total Probable Project Cost	**$**	**336,539.50**

Subcontractor	Bid Item	Estimated Units	Units	Unit Cost	Total Cost
Demolition Contractor	Mobilization	1	lump sum	$2,500	$2,500
Demolition Contractor	Demolish Building and Dispose at Landfill	1	lump sum	$48,960	$48,960
Demolition Contractor	Remove Footings, Concrete & Backfill	1	lump sum	$24,840	$24,840
Demolition Contractor	Perform Sewer and Water Disconnects	1	lump sum	$5,000	$5,000
Demolition Contractor	Obtain Necessary Permits	1	lump sum	$6,900	$6,900
				DEMOLITION CONTRACTOR SUBTOTAL	**$88,200**
Regenesis - Unsaturated Soil	Mobilization	1	week	$250	$250
Regenesis - Unsaturated Soil	On-Site Equipment and Personnel	6	day	$2,475	$14,850
Regenesis - Unsaturated Soil	Materials - RegenOx Part A and Part B	24000	pounds	$2.05	$49,200
Regenesis - Unsaturated Soil	Materials - RegenOx Solution	1200	gallons	$5.75	$6,900
Regenesis - Unsaturated Soil	Sales Tax on Materials	56100	tax	$0.051	$2,861
Regenesis - Unsaturated Soil	Freight/Handling	1	lump sum	$5,875.000	$5,875
				REGENESIS - UNSATURATED SOIL TREATMENT SUBTOTAL	**$79,936**
Excavator	Mobilization	1	lump sum	lump sum	$2,500
Excavator	Remove Concrete & Asphalt	1	lump sum	lump sum	$7,500
Excavator	Supply & Erect Temporary Fencing	1	lump sum	lump sum	$4,200
Excavator	Supply & Install Silt Fence	1	lump sum	lump sum	$2,500
Excavator	Supply & Place Backfill	1	lump sum	lump sum	$3,750
Excavator	Install Surface Backfill (traffic bond gravel)	1	lump sum	lump sum	$8,000
Excavator	Excavate Soil for Off-Site Disposal	250	ton	$4	$1,000
Excavator	Transport Soil to Landfill	250	ton	$10	$2,500
Excavator	Soil Mixing	1200	cubic yards	$13	$15,000
				EXCAVATOR CONTRACTOR SUBTOTAL	**$46,950**
Drilling contractor	3DMe injection (per day)	4	day	$1,100	$4,400
Drilling contractor	Groundwater Monitoring Well Abandonment	1	lump sum	$2,500	$2,500
				DRILLING CONTRACTOR SUBTOTAL	**$6,900**
Regenesis - Groundwater Injection	Mobilization	1	week	$250	$250
Regenesis - Groundwater Injection	On-Site Equipment and Personnel	3	day	$2,475	$7,425
Regenesis - Groundwater Injection	Materials - 3DMe	6800	pounds	$3.10	$21,080
Regenesis - Groundwater Injection	Materials - BDI Plus	18	liters	$180.00	$3,240
Regenesis - Groundwater Injection	Sales Tax on Materials	24140	tax	$0.051	$1,231
Regenesis - Groundwater Injection	Freight/Handling	1	lump sum	$4,200.000	$4,200
				REGENESIS - GROUNDWATER INJECTION SUBTOTAL	**$37,426**

City of Racine	Fire Hydrant Water Supply	10	day	200	$2,000
				CITY OF RACINE SUBTOTAL	**$2,000**
Drilling contractor	Post treatment Soil Sampling (per day)	1	day	$1,200	$1,200
				DRILLING CONTRACTOR SUBTOTAL	**$1,200**
Laboratory	Post-treatment Soil Sampling - VOC Analysis	20	sample	$60	$1,200
				LABORATORY SUBTOTAL	**$1,200**
Landfill	Tipping Fees for Contaminated Soil Disposal	250	ton	$46	$11,500
				LANDFILL SUBTOTAL	**$11,500**
Disposal Contractor	Containerized Well Purge Water Disposal	6	barrel	$140	$840
				DISPOSAL CONTRACTOR SUBTOTAL	**$840**
Laboratory	VOC Analysis (water)		61	$60	$3,660
Laboratory	nitrate+nitrite (water)		25	$11	$275
Laboratory	sulfate (water)		25	$10	$250
Laboratory	ethane/ethene/methane (water)		25	$50	$1,250
Laboratory	TOC (water)		25	$51	$1,275
				LABORATORY SUBTOTAL	**$6,710**
				SUBCONTRACTOR TOTAL	**$282,862**

Stantec

ATTACHMENT D

RESUMES

Christopher C. Hatfield PG

Environmental Scientist

Stantec

Mr. Hatfield is a Professional Geologist with over 17 years of experience in environmental consulting and project management. His project experience includes property assessment, improvement, development and redevelopment of commercial, municipal, and industrial properties. His project management responsibilities include technical direction, data analysis, report writing, budget development and tracking, scheduling, and coordination of fieldwork. Mr. Hatfield has successfully managed and/or personally completed a wide range of projects including: environmental due diligence related to property transactions, Brownfield redevelopment, regulatory permitting and compliance; and investigation and remediation of sites involving soil and groundwater contaminated with petroleum compounds, agricultural chemicals, chlorinated compounds, and metals. His skills in dealing with a wide range of contaminants and site investigations have helped many clients protect and enhance their property values.

EDUCATION

Health & Safety Training for Hazardous Waste Operations, 40-hour, OSHA, 1995

Bachelor of Science, Geology, University of Wisconsin, Madison, Wisconsin, 1995

REGISTRATIONS

Certified Site Assessor, State of Wisconsin

Certified Hydrogeologist, State of Wisconsin

Professional Geologist #1247-13, State of Wisconsin

PROJECT EXPERIENCE

Brownfield Remediation and Redevelopment

Menomonee Indian Tribe of Wisconsin Brownfield Assessment, Keshena, Wisconsin (Senior Geologist)

Chris was the senior geologist when Stantec (then Northern Environmental) assisted the Tribe with its brownfield assessment program. We developed a U.S. EPA-approved QAPP and outlined protocols to maintain consistency during field sampling and lab analysis. This included wild rice sampling, unique to this U.S. EPA project. We wrote 14 SAPs, field standard operating procedures, and health and safety plans. We also provided ESAs on numerous sites to help prioritize them for redevelopment.

US EA Brownfields Assessment Grant Implementation, Dakota County, Minnesota (Senior Geologist)

Chris was a senior geologist responsible for designing and assisting in Phase I and II ESAs for various sites in Dakota County. Chris prepared documents including Quality Assurance Project Plans, Standard Operating Procedure Plans, Sampling and Analysis Plans, Site Specific Workplans and Site Investigation Reports.

Environmental Site Assessments Phase I, II, III

Ladish Malting Company Facility Phase I and II ESAs, Jefferson, Wisconsin (Geologist)

Stantec conducted a Phase I ESA of the 374-acre former Ladish Malting Company Facility. Chris assisted with the Phase I, which identified eight Recognized Environmental Conditions associated with the property. Stantec helped a potential purchaser who was looking to turn the property into an ethanol production facility estimate the level of liability. Stantec completed a Phase II to quickly evaluate the environmental risks associated with the property. With this knowledge, the client was able to successfully manage the environmental risk and eventually purchase the property to construct the largest ethanol production facility in Wisconsin.

Citizens Bank-Phase I and II ESAs, Various locations in Wisconsin, Illinois, and Minnesota (Project Manager)

As Project Manager, Chris has completed ESAs on behalf of Citizens Bank. The client contracted Stantec to perform over 40 Phase I and Phase II ESAs and Transaction Screens at properties in Wisconsin, Michigan, Illinois, and Minnesota. These ESAs were conducted on a variety of commercial properties and foreclosures.

Christopher C. Hatfield PG

Environmental Scientist

Former Nursing Home Site – Phase II ESA, Glendale, Wisconsin

As project manager, Chris directed investigation activities on this property which was the site of a former nursing home. Stantec completed the Phase II Environmental Site Assessment for the property owner, who hoped to sell the property for redevelopment. Historic fill was encountered during the Phase II, but Chris and his project team determined that the fill was regional in extent and demonstrate that it was not a significant threat. In addition, we developed a barrier maintenance program to minimize the potential for direct contact with the contaminated area. This allowed the owner to attain case closure to help facilitate the property sale.

Environmental Site Remediation

Reich Property Chlorinated Solvent Remediation, Ripon, Wisconsin (Project Manager)

Chris directed remedial activities involving a chlorinated solvent release to soil and groundwater at a multi-family residential property. Remediation efforts failed causing the property owner to retain Stantec to design an effective remediation strategy. Chris oversaw the development and implementation of an enhanced bioremediation injection remedial action designed to greatly increase natural attenuation of chlorinated solvents in groundwater at the property. The remedial action successfully reduced chlorinated solvent and daughter product concentrations by over 99.9% and three years after initiation of the remedial action site closure was granted by the WDNR.

GE Medical Systems-RCRA Facility Investigation and Remediation, West Milwaukee, Wisconsin

Chris directed investigation and remedial activities involving a chlorinated solvent release to soil and groundwater at a G.E. Medical Systems industrial facility under the oversight of the U.S. EPA. He oversaw the installation of a vacuum-enhanced groundwater pump and treatment system and provided the technical lead for remediation system operation and groundwater monitoring. Groundwater contaminant treatment was achieved by a combination of air-stripping and carbon filtration. Treated groundwater was permitted for discharge to the local storm sewer system. The remediation system successfully contained the groundwater contaminant plume and reduced contaminant concentrations.

Remedial Investigations & Assessments

Town of Grafton Denow Landfill, Grafton, Wisconsin (Project Manager and Senior Geologist)

As project manager and senior geologist, Chris directed our team as they investigated and monitored groundwater contamination caused by a closed municipal landfill. Portions of the project were completed in cooperation with a second responsible party. The investigation involved installing and sampling more than 20 groundwater monitoring wells into unconsolidated glacial material and bedrock, collecting groundwater samples from over 40 private water supply wells, evaluating contaminant migration and groundwater flow within multiple hydrogeologic units, and development of a remedial action plan using monitored natural attenuation as the long-term remedy for the landfill and coordinating access to adjacent property owners' private water supply wells to collect groundwater samples.

Town of Jackson Garage, Jackson, Wisconsin (Project Manager)

As project manager, Chris directed our team as they investigated and monitored groundwater contamination present at the site due a leaking underground storage tank. The investigation involved installing groundwater monitoring wells into bedrock and coordinating access to adjacent property owners' private water supply wells to collect groundwater samples.

Spill Response Planning

Buckeye Petroleum/West Shore Pipeline-Gasoline Pipeline Spill, Jackson, Wisconsin (Environmental Scientist)

Stantec provided support for the investigation and cleanup of a 50,000-gallon gasoline spill from a buried pipeline. Chris assisted with the evaluation of the extent of gasoline-contaminated soil and collection of groundwater samples from numerous private water supply wells near the spill site and carbon treatment systems installed in homes.

* denotes projects completed with other firms

Stuart J. Gross PG

Senior Environmental Scientist

Stantec

Mr. Gross's knowledge and experience in environmental consulting and project management spans over 18 years. His project experience includes property assessment, improvement, development and redevelopment of a wide range of commercial and municipal properties. From retail developments to industrial brownfield sites and municipal facilities, he has evaluated sites and helped facilitate real estate transactions for numerous clients. His understanding of property conditions and end-use potential allow him to make recommendations and assist clients in maximizing property values. He also specializes in identifying and minimizing environmental concerns, including petroleum and chemical contamination. Stu's well-rounded understanding of commercial properties is an asset to clients who buy, sell, or lease such properties, and to municipal clients seeking to facilitate redevelopment of these sites.

EDUCATION

40-hour Health & Safety Training for Hazardous Waste Operations, OSHA, CITY, STATE, 1994

Bachelor of Science - Geology (emphasis Hydrogeology), University of Wisconsin, Madison, Wisconsin, 1994

ISO-9001 Project Management Training, CITY, STATE, 2012

REGISTRATIONS

Environmental Consultant #41449 - What is PECFA?, State of Wisconsin

Certified Underground Storage Tank Professional, State of Michigan

Professional Geologist #196001290, State of Illinois

Professional Geologist #1201-13, State of Wisconsin

PROJECT EXPERIENCE

Environmental Site Assessments Phase I, II, III

Sacred Heart Redevelopment, St. Francis, Wisconsin (Project Manager)

Stu is the project manager for this project, which includes a Phase I ESA and building decommissioning services at Sacred Heart Jesus Property in St. Francis, WI. Stu's work, along with technical insight from other Stantec staff members, will assist in developing recommendations related to the site. This will form the basis for redevelopment of the property into a senior living facility and community center.

Phase I/IIs at Various Locations (Client Manager)

U.S. Bancorp has contracted Stantec (formerly Northern Environmental) to perform over 200 Phase I and Phase II ESAs and Transaction Screens at properties in Wisconsin, Michigan, Illinois, Minnesota, and Iowa.

Renew Energy Phase I/II, Jefferson, Wisconsin (Project Manager)

Stu led both the Phase I and Phase II fieldwork and reporting of the 374-acre former Ladish Malting Company facility. The purpose of the Phase I ESA was to provide information regarding recognized environmental conditions (RECs) associated with the property or nearby properties; Stantec identified eight RECs at the property. As a result of the Phase I findings, Stantec completed a Phase II ESA that allowed the potential purchaser of the property to quickly determine the environmental risks associated with the property.

Environmental Site Remediation

Domtar Paper Company, LLC, Rothschild, Wisconsin (Project Manager)

Stu is managing various environmental aspects related to the construction of a new biomass cogeneration facility on portions of Domtar's property in Rothschild, Wisconsin. The project involves the construction of several buildings, structures, storage areas, and a storm-water treatment area. To achieve this goal, approximately 60,000 cubic yards of soil required off-site disposal since historic fill containing cinders and various building materials present in these areas is unsuitable to support future structures. Much of the fill material was also contaminated with various metals, volatile organic compounds, and polycyclic aromatic hydrocarbons.

Stantec managed and performed many aspects of the project including completion of an extensive soil sampling to characterize the historic fill, preparation of a project work plan to guide environmental aspects of the project and obtain WDNR concurrence with the proposed activities, preparation of a Regulated Materials Management Plan to guide construction activities and address unexpected wastes or contaminated media potentially encountered, coordinate and obtain approval from local disposal facilities, and day to day field observation and soil screening with a PID to document contaminant concentrations and properly manage encountered materials. The project was initiated in mid-2011 and continues through the present day.

Lilydale Regional Park Remedial Action Plan, St. Paul, Minnesota (Project Manager)
Stu is the project manager for the Lilydale RAP project, which involves development of a Response Action Plan (RAP) for two dump sites within the 384-acre Lilydale Regional Park. This project is one of the first steps in St. Paul's planned $13.7 million park improvement project. The RAP will guide remedial activities while protecting public health and the environment. Additional services we are providing include wetland delineation, floodplain modeling, and a sanitary sewer study. The project builds off of the Natural Resources Management Plan recently completed by Stantec.

Hydrogeologic Assessments

Bug Lake Hydrogeologic Study, Forest County, Wisconsin
Hydrogeologic study to determine if the evaluate declining water levels at Bug Lake in Forest County, Wisconsin.

Confidential Hydrogeologic study, Dousman, Wisconsin
Surface water/groundwater interaction study to determine the extent to which the construction of a proposed 200-acre artificial lake would affect area water resources.

Chiwaukee Prairie Hydrogeologic Study, Pleasant Prairie, Wisconsin
Surface water/groundwater interaction study used to determine the extent to which a proposed residential development would affect area water and natural resources.

** denotes projects completed with other firms*

Stuart J. Gross PG

Senior Environmental Scientist

Fifth Property, LLC, Oak Creek, Wisconsin (Project Manager)

Stu is the project manager for this site investigation project on a property where former industrial operations caused potential environmental issues. Stantec is completing a groundwater investigation to determine whether remedial action is necessary. The developer hopes to eventually turn the property into a high-end residential development.

Federal Express Corporation, Wauwatosa, Wisconsin (Project Manager)

Stu directed the UST removal and backfilling, coordinating with multiple subcontractors and our client to complete the project. In addition, he directed draining and disposal of liquids inside the tank. FedEx hired Stantec (then Northern Environmental) to remove and document the closure of a 10,000-gallon diesel fuel underground storage tank (UST) at a parcel distribution facility in Wisconsin. Once the tank had been removed, Stantec conducted several sampling activities to determine whether soil had been affected by the UST.

City of Sheboygan Environmental Management, Sheboygan, Wisconsin

Stu assisted with various projects during Stantec's ten-year period as the City's environmental consultant. Services included contaminant management assistance and UST closure assessments.

Remedial Investigations & Assessments

Low Lift Property, Oak Creek, Wisconsin

Stu managed site investigation activities related to this project on a property where former industrial operations caused potential environmental issues. Stantec completed a groundwater investigation to determine whether remedial action is necessary. The results of Stantec's work confirmed that an adjacent property was the source of contamination.

Former Ladish Malting Phase I/II, Jefferson, Wisconsin (Project Manager)

Conducted a Phase I Environmental Site Assessment (ESA) of this 374-acre facility. The Phase I ESA provided information on recognized environmental conditions (RECs) associated with the property or nearby properties; we identified eight RECs at the property. A Phase II ESA was then completed that allowed the potential purchaser to determine the property's environmental risks.

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

Stantec

Mr. Binder is a professional geologist with 25 years' experience involving investigation, remediation and redevelopment of Brownfield, industrial, commercial, telecommunication, public utility, and solid waste and aviation sites. Mr. Binder's work experience includes Brownfield redevelopment, remedial investigations/feasibility studies, industrial facility deactivation/deconstruction, environmental due diligence assessments, manufactured gas plant site investigations, aboveground/underground storage tank management, and landfill services. He has also designed and implemented soil, sediment and groundwater remedial actions related to chlorinated solvent, petroleum, cyanide, heavy metal and bio solids contamination utilizing sustainable/green remediation and conventional techniques. State expertise includes Wisconsin, Illinois, Indiana, Michigan and Iowa regulatory, grant and petroleum/drycleaner reimbursement programs. Federal expertise includes CERCLA, RCRA, TSCA and U.S. EPA Brownfield regulatory and grants programs.

EDUCATION

OSHA, Hazardous Waste Operation and Emergency Response Training, 40-hour + 8-hour Refresher, 2013

Master of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin, 1989

Bachelor of Science, Geological Sciences, University of Wisconsin, Milwaukee, Wisconsin, 1985

Training, Confined Space Entry, Milwaukee, Wisconsin, 2010

CPR and First Aid, Certification, Milwaukee, Wisconsin, 2012

REGISTRATIONS

Certified Professional Geologist #9251, American Institute of Professional Geologists

Professional Geologist #2296, State of Indiana

Professional Geologist #196.001288, State of Illinois

Professional Geologist #734, State of Wisconsin

MEMBERSHIPS

Member, Water Environment Federation

Member, Federation of Environmental Technologists, Inc.

Member, American Institute of Professional Geologists

Member, Geological Society of America

Member, Wisconsin Ground Water Association

Member, National Ground Water Association

AWARDS

1993 Chrysler Quality Excellence Award for Soil and Groundwater Remediation

PROJECT EXPERIENCE

Aboveground and Underground Storage Tank Management

Underground Storage Tank Removal (Project Hydrogeologist)

Responsible for removal of eight underground storage tanks (USTs) and related impacted soils, groundwater remediation system installation and operation, and inspection of the installation of new USTs and leak detection systems for a major trucking firm at two-truck maintenance and refueling facilities in California and North Carolina. Also, acted as Project Hydrogeologist for the removal of 23 USTs and related site remediation at nine locations in North Carolina for a textile-manufacturing corporation.

* *denotes projects completed with other firms*

Richard J. Binder PG, CPG

Senior Project Manager

Underground Storage Tank Evaluation - Various Locations (Project Manager)

Responsible for remedial investigation, evaluation of remedial alternatives, state agency liaison and remedial action plan preparation and implementation related to numerous underground storage tank (UST) system releases of petroleum and chlorinated solvent compounds in Wisconsin, Illinois, Iowa and Indiana. Many of the projects were completed utilizing State reimbursement programs.

Brownfields

US EPA Brownfields Assessment Grant Implementation, Various Projects (Project QA/QC Officer)

Responsible for Quality Assurance/Quality Control related to implementation of eight U.S. EPA Brownfields Assessment Grants for petroleum and hazardous substances awarded in 2010, 2011, 2012 and 2013 to Marinette County Wisconsin, The City of Green Bay, Wisconsin, The City of Neenah, Wisconsin, Dakota County, Minnesota and the Cities of Red Wing and Coon Rapids, Minnesota. This project is ongoing.

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

US EPA Brownfields RLF and Cleanup Grant Implementation, Wausau, Wisconsin (Project Manager)

Responsible for implementation of a U.S. EPA Brownfields Revolving Loan Fund (RLF)/Wisconsin Department of Natural Resources Ready for Reuse Subgrant, and two U.S. EPA Brownfields Cleanup Grants awarded in 2012 and 2013 to the City of Wausau, Wisconsin related to stream restoration, remediation, infrastructure improvements, and multi-use trail/greenspace design and construction at three contiguous properties totaling 17 acres and located in the Riverfront Redevelopment Area. The Area includes a one-mile section adjacent to the Wisconsin River and downtown undergoing redevelopment and revitalization. The ongoing project recently won the Brownfield Renewal 2013 National Economic Impact Award.

Assisting in all components including development and implementation of the Community Relations Plans (CRP), Analysis of Brownfield Cleanup Alternatives (ABCAs), Quality Assurance Project Plans (QAPPs), Remedial Action Plans (RAPs), Design and Bid Specifications, as well as contractor procurement, construction oversight, and Davis-Bacon and US EPA programmatic reporting.

U.S. EPA Brownfields Assessment Grant Implementation, Elkhart County, Indiana (Project Principal/Quality Assurance and Control Officer)

Responsible for implementation of four U.S. EPA Brownfields assessment grants for petroleum and hazardous substances awarded in 2006 and 2009 to Elkhart County, Indiana. The focus for the grants is the development of an expandable web-based environmental database ("e-Atlas") that includes records for more than 4,400 facilities and which are integrated with the Counties' GIS as well as assessment of impaired properties.

U.S. EPA Community-wide Brownfields Assessment Grant Implementation, Muncie, Indiana (Project Principal/Quality Assurance and Control Officer)

Responsible for implementation of a U.S. EPA Community-wide Brownfields Assessment Grant for Hazardous Substances awarded in 2007 to the City of Muncie, Indiana. The grant was utilized to inventory Brownfield properties, perform environmental assessments on select sites, conduct remedial planning and assist with community involvement activities. All data was managed utilizing GIS.

U.S. EPA Brownfields Assessment Grant Implementation, Goshen, Indiana (Project Principal/Quality Assurance and Control Officer)

Responsible for implementation of two U.S. EPA Brownfields Assessment Grants for petroleum and hazardous substances awarded in 2006 and two U.S. EPA Brownfields Cleanup Grants awarded in 2007 to the City of Goshen, Indiana. Funding was used to assess nine current and/or former industrial properties located along a hydraulic canal located near the historic downtown. Remedial activities were performed at two of the properties in 2009 and consisted of in-situ chemical oxidation and monitoring of a chlorinated solvent plume, demolition and removal of contaminated subsurface structures including hydraulic lifts, underground storage tanks, former waste vaults and excavation and disposal of 8,000 cubic yard of impacted soil.

US EPA Brownfields Assessment Grant Implementation, Wauwatosa, Wisconsin (Project Principal/Quality Assurance and Control Officer)

Responsible for implementation of two U.S. EPA Brownfields Assessment Grants for petroleum and hazardous substances awarded in 2009 to the City of Wauwatosa, Wisconsin. The grants are being utilized to inventory Brownfield properties, perform environmental assessments on select sites, conduct remedial planning and assist with community involvement activities as part of a three-year contract. All data is being managed utilizing geographic information system (GIS) and other data management tools.

Brownfield Grant Funding

Assisted in preparation of 14 successful State and Federal Brownfield grant applications including: A U.S. EPA Brownfield Revolving Loan Fund (RLF) subgrant and Two U.S. EPA Brownfield Cleanup Grants for the City of Wausau, Wisconsin ($550,000; 2012 and 2013); a U.S. EPA Brownfield Area-wide Planning Grant for the City of Wausau, Wisconsin ($200,000; 2013), Four Wisconsin Department of Commerce Blight Elimination and Brownfield Redevelopment Program grants for private clients located in southern Wisconsin (approximately $475,000; 2004, 2005, 2010 and 2011), a U.S. EPA Brownfield Planning Grant for the City of Goshen, Indiana ($175,000; 2010), two U.S EPA Brownfield Cleanup Grants for the City of Goshen, Indiana ($400,000; 2007), two U.S. EPA Brownfield Assessment grants for Elkhart County, Indiana ($400,000; 2006), and two U.S. EPA Brownfield Assessment grants for the City of Goshen, Indiana ($400,000; 2006).

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

Environmental Site Assessments Phase I, II, III

Due Diligence Studies

Performed numerous Phase I and II environmental assessment studies for municipalities, aircraft refueling facilities, trucking firms, real estate developers, chemical manufacturing companies, foundry facilities, manufacturing companies and telecommunications companies. Assessments also included NEPA Impact studies and National Historic Preservation Section 106 reviews for cellular tower sites.

Expert Witness (factual and/or expert for depositions and/or court)

Prvate Water Supply Well Contamination, Wisconsin

Participated in consultant review of attorney files regarding PRP litigation involving volatile organic compound contamination of private water supply wells in a Wisconsin municipality. Also, participated in consultant review of existing subsurface investigation results of a former manufactured gas plant site regarding possible change in property use for an electric power utility in Wisconsin.

Expert Witness - Former Industrial Property

Provided expert witness testimony regarding site conditions and future remedial costs related to "Quick Take" of a former industrial property utilized for battery manufacture and waste storage for a municipality in Illinois. The judge positively ruled that the entire assessed value of the property be placed in escrow pending site remediation and that "Quick Take" criteria were met, allowing the municipality to acquire the property for planned wastewater treatment plant expansion activities.

Hydrogeologic Studies

Wisconsin Department of Natural Resources Water Supply Section - Project Research, Wisconsin

Participated in project research to determine the effects of road salt on the glacial and dolomite aquifers in southern Wisconsin for the Wisconsin Department of Natural Resources Water Supply Section.

University of Wisconsin - Lake Michigan Investigation, Milwaukee, Wisconsin

Assisted in U.S. EPA-funded hydrogeologic and geophysical investigation to determine the flux and chemical contribution of groundwater to Lake Michigan at the University of Wisconsin, Milwaukee. Project work included installation and retrieval of seepage meters and seismic reflection and electrical resistivity surveys.

Water Supply Study - Ski Hill, Wisconsin (Project Manager)

Responsible for Initial water supply study to facilitate planned expansion of operations at a ski hill located in southern Wisconsin. The investigation was completed to evaluate the feasibility of using on-site groundwater resources to supplement a planned increase in the amount of water used during snowmaking operations. As part of planned facility expansion and upgrades, peak flow of up to 6,000 gallons per minute (gpm) may be required.

Surface Water-Groundwater Interaction Study, Rock Island, Illinois (Project Hydrogeologist)

Responsible for a surface water- groundwater interaction study related to an infiltration and inflow study for the City of Rock Island, Illinois. Study included hydrogeologic and hydrologic data acquisition and evaluation to assess the cause of increased flow to the city waste water treatment plant during periods of high river stage.

Remedial Design and Construction

Drycleaner Facilities (Project Principal)

Responsible for required site assessment and remediation activities for 12 sites administered by the Illinois Drycleaner Environmental Response Trust Fund .The work included preparation of multiple drycleaner specific Phase I ESAs, Phase II ESAs and supplemental site investigations and reports, Remediation Objectives Reports, Remedial Action Plans and remediation. The sites are entered into the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP). Site remedial requirements are determined the Illinois Tiered Approach to Corrective Action (TACO) process. The project sites are located in varied hydrogeologic and hydrologic settings and contaminant complexity. These include assessment and remediation of dry cleaning solvents within fractured bedrock where adjoining water supply wells are contaminated. Another site is located adjacent to a creek and has soil, groundwater, surface water and sediment contamination issues. Site remediation must also take into account the planned construction of a walkway and park areas adjacent to the creek. The projects began in 2005 and are ongoing. The contract amount to date is approximately $500,000.

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

Industrial Facility, North Carolina (Project Hydrogeologist)

Responsible for a hydrogeological characterization and groundwater quality assessment study at an industrial facility in North Carolina to investigate volatile organic compound impacts to shallow and deep aquifers at the site.

Manufacturing Facility, Northern Illinois (Senior Project Manager)

Responsible for RCRA remedial investigation/feasibility study/remedial design and remedial action of a former manufacturing facility in Northern Illinois where soils and groundwater have been impacted by petroleum and chlorinated solvents including LNAPL and DNAPL. Project included remedial investigation, soil vapor extraction/air sparging/groundwater extraction pilot testing, remedial system design, installation and operation.

Stainless Steel Plating Facility, Wisconsin (Senior Project Manager)

Responsible for closure investigation and remediation of a former stainless steel plating facility located in Wisconsin. Project included work plan development to characterize sediments in two wastewater impoundments and adjacent Creek and wetland areas, characterize overall site hydrogeologic conditions and evaluate the potential for soil, sediment, and groundwater and surface water impact related to site operations. Remedial activities included dredging of contaminated sediments from an adjacent creek and wetland, consolidation onsite, design and installation of a groundwater/free product recovery and treatment system to minimize migration to an adjacent creek, capping of two former impoundment areas and use of phytoremediation to address site soil and groundwater containing volatile organic compounds. Site work is ongoing.

Site Investigations for Manufactured Gas Plants, Wisconsin (Project Manager/Project Hydrogeologist)

Responsible for site investigations of 12 manufactured gas plant (MGP) sites for two electric power utilities in Wisconsin. The initial phase included the review of historical site activities followed by a preliminary site investigation to evaluate the presence or absence of compounds of concern. Phase II investigations were performed to evaluate the extent and magnitude of impacts. Site contaminants included PAH, BETX, phenolic, and cyanide compounds. Light and dense nonaqueous phase liquids (LNAPL and DNAPL) were present at many of the sites.

Restoration, Remediation and Redevelopment

Manufacturing Facility Redevelopment, Milwaukee, Wisconsin (Senior Project Manager)

Performed Phase I environmental site assessment, site investigation and remediation in anticipation of closure and sale of a 360,000-square foot manufacturing facility in Milwaukee, Wisconsin. Industrial processes at the facility consisted primarily of machining, degreasing, plating, and assembly. Remedial activities completed included installation and operation and maintenance of two free product recovery systems, demolition and excavation of oil-impacted soil/fill, and hazardous waste closure/cleanup of plating and wastewater treatment areas. Closure of the entire plant site was granted by the WDNR approximately 18 months after the initial site investigation, and a sale of the property has been completed. The property is currently used for warehousing. Closure of the site utilized site-specific soil standards, a deed notice for residual soil impacts, a groundwater use restriction, and demonstration of the effectiveness of natural attenuation to address chlorinated solvents in groundwater.

Auto Salvage Yard Redevelopment, Germantown, Wisconsin (Project Manager)

Assisted with redevelopment of a brownfields property consisting of a 25-acre former auto salvage yard property in Germantown, Wisconsin. Funding for investigation, cleanup, and select development activities was provided through Tax Incremental Financing (TIF). Based on the results of initial Phase I and Phase II environmental site assessments, 15 acres of the property were immediately transferred and redeveloped for light industrial use (toy manufacturing). A detailed remedial investigation was conducted on the main auto salvage yard. Remedial activities included disposal of approximately 10,000 cubic yards of soil, car frames, tires, wood, glass, oil, and miscellaneous salvaged materials. A closure plan to address residual arsenic was implemented as part of site preparation work in conjunction with transfer of the property for industrial development.

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

Groundwater Monitoring Plans (Project Hydrogeologist)

Responsible for the preparation of revised groundwater monitoring plans for two sanitary landfills in northeastern Illinois and the installation and abandonment of site monitor wells within underlying dolomitic bedrock.

Monitor Well Integrity Survey, Wisconsin

Performed a monitor well integrity survey at a closed landfill Superfund site located in southeastern Wisconsin. The evaluation consisted of physical inspection, hydraulic testing and review of existing data for each well to assess the integrity of the wells to verify their continued usability for groundwater quality monitoring and identify the potential need, if any, for general maintenance/repairs.

Fort Sheridan Landfill Closures, Illinois

Participated in a 2-day workshop organized on behalf of the Fort Sheridan, Illinois Restoration Advisory Board to review closure plans for two landfills on the Fort Sheridan property. Landfill closure is occurring as part of the military base closure process and is being managed by the U.S. Army Corps of Engineers. The workshops were conducted in the form of a "charrette" used by planners and architects to explore alternate ideas for closure considering future use. Workshop members identified that groundwater movement and communication between the landfill and the surrounding soil should be further defined and leachate collection enhanced to minimize observed groundwater mounding in the landfill and minimize outward migration. Design of the cap from lake level to the top of the bluff (approximately 100 feet) should allow downward migration of leachate for collection while allowing upward migration of gas for collection and address the potential to control any seeps.

Value Engineering, Peer Reviews and Mediation

Fox River Superfund Site

Participated in review of the remedial investigation/feasibility study for the Fox River Superfund site on behalf of a PRP group.

Walnut Creek Study, Warsaw, Indiana

Prepared initial remedial action options analysis/feasibility study to address a release to sediment and surface water in Walnut Creek, downstream of the Warsaw, Indiana wastewater treatment plant no. 1. The project is being performed per CERCLA protocol within the Indiana State Cleanup Program.

Milwaukee Solvay Coke and Gas Superfund Alternative Site, Milwaukee, Wisconsin

Prepared a comprehensive site assessment, summary of previous environmental activities and environmental liability cost estimate for the former Milwaukee Solvay Coke and Gas Superfund Alternative Site on behalf of a local investor group through a local law firm.

Superfund Remedial Investigation/Feasibility Studies - Nationwide

Participated in the peer review of Superfund remedial investigation/feasibility studies at sites nationwide in support of the U.S. EPA Office of Inspector General--Engineering and Science Unit as part of a 3 year contract.

* denotes projects completed with other firms

Richard J. Binder PG, CPG

Senior Project Manager

PUBLICATIONS

Binder, R., Byers, H., Powley, E., Till, B., Hawes, R. "Brownfield Redevelopment for LEED Municipal Public Works Facility, City of Rock Island, Illinois". *Presented at U.S. EPA Brownfields Conference, Philadelphia, Pennsylvania*, 2011.

Binder, R., Byers, H., Brinson, M., Hershberger, H. "Historic River Race Brownfield Assessment, Cleanup and Redevelopment Planning, Goshen, Indiana". *Presented at U.S. EPA Brownfields Conference, New Orleans, Louisiana*, 2009.

"Stimulus to Spark Environmental Cleanup". *Interview. Milwaukee Business Journal. Pages A23 and A24*, 2009.

Binder, R., Plevin, R., Dorsey, D. "Inner City Commercial Brownfield Redevelopment Project, Milwaukee, Wisconsin". *Presented at U.S. EPA Brownfields Conference, Detroit, Michigan*, 2008.

Binder, R., Plevin, R., Dorsey, D. "Inner City Catalyst Brownfield Redevelopment Project, Milwaukee, Wisconsin". *Presented at U.S. EPA Brownfields Conference, Boston, Massachusetts*, 2006.

Binder, R. "Historic Steel Mill Redevelopment, Indianapolis, Indiana". *Presented at U.S. EPA Brownfields Conference, Denver, Colorado*, 2005.

Binder, R., "The Contribution of Groundwater to Dry Season Flow From the Stewart Canyon Alpine Watershed, Custer County, Idaho". *Master's Thesis, University of Wisconsin, Milwaukee*, 1989.

Binder, R., "The Contribution of Groundwater to Dry Season Flow From the Stewart Canyon Alpine Watershed, Custer County, Idaho". *Paper Presentation, American Water Resources Association, Wisconsin section, 11th Annual Meeting, Green Bay, Wisconsin*, 1987.

Andrew J. Swaim

Field Geologist

Stantec

As a field geologist at Stantec, Mr. Swaim's responsibilities include conducting Environmental Site Assessments, field sampling and monitoring, and post-field analysis and report writing. Andrew also supervises subcontractors and ensures accurate and efficient fieldwork on large-scale remediation projects. He has participated in numerous investigation and remediation projects for properties affected by petroleum and other contaminants. Andrew's diverse skills allow him to assist with a wide range of project types, including environmental site assessments, asbestos investigations, and soil and groundwater monitoring. He also prepares geologic and hydrogeologic maps and cross sections and evaluates distribution data. He is adept at using GFLOW groundwater modeling software.

EDUCATION

Bachelor of Science, Geology and Geophysics, University of Wisconsin, Madison, Wisconsin, 2011

Health & Safety Training for Hazardous Waste Operations, 40-hr., OSHA, 2011

REGISTRATIONS

Asbestos Inspector, State of Wisconsin

Certified Site Assessor, State of Wisconsin

PROJECT EXPERIENCE

Environmental Site Assessments Phase I, II, III

Low Lift Property, Oak Creek, Wisconsin

Andrew was the designated field geologist for this site investigation project on a property where former industrial operations caused potential environmental issues. Stantec completed a groundwater investigation to determine whether remedial action was necessary. Andrew oversaw groundwater monitoring well installation and development activities. The results of Stantec's work confirmed that an adjacent property was the source of contamination.

Confidential Developer, Mequon, Wisconsin

Stantec assisted a developer with soil remediation activities at the site of a proposed residential subdivision. While conducting a Phase I ESA, Stantec discovered a leaking diesel fuel drum on the site. Because the source was known, we were able to bypass the site investigation and begin remediation. Andrew assisted with sampling to delineate the area of contamination, and provided subcontractor oversight during the excavation. We tested the walls of the excavation to determine its effectiveness, and our samples indicated that the remediation was a success.

Watermain Construction, Oak Creek, Wisconsin

The City of Oak Creek was excavating soil for a new watermain when contaminated soil was unexpectedly discovered. Stantec assisted the City with contaminant soil management. Andrew provided soil sampling, screening, characterization, and onsite technical guidance. Initially the contaminated soil was thought to be a hazardous waste. However, using our thorough understanding environmental regulations, we were able to successfully characterize the soil as non-hazardous, thereby significantly reducing soil disposal fees.

Phase II Environmental Site Assessments, Various Locations, Wisconsin

Andrew has conducted Phase II ESAs at numerous drycleaner sites throughout Wisconsin. Project tasks include site characterization and delineating the extent of soil contamination to prepare for remediation.

Phase II Environmental Site Assessment, Glendale, Wisconsin

Andrew assisted with soil sampling at this property, which was the site of a former nursing home. Stantec completed the Phase II ESA for the property owner, who hoped to sell the property for redevelopment. Historic fill was encountered during the Phase II, but the project team was able to document the fill and demonstrate that it was not a significant threat. In addition, we developed a barrier maintenance program to minimize the potential for direct contact with the contaminated area. This allowed the owner to attain case closure to help facilitate the property sale.

Phase I Environmental Site Assessment, Jefferson, Wisconsin

Andrew recently completed a Phase I Environmental Site Assessment at a former restaurant in Jefferson. Stantec was hired by a lender to complete this due diligence project to help facilitate the property transaction.

* *denotes projects completed with other firms*

Andrew J. Swaim

Field Geologist

Environmental Site Remediation

Underground Storage Leak Clean Up, Mobile Home Park, Green Lake, Wisconsin

A chlorinated solvent release from a leaking underground storage tank caused significant groundwater contamination at the property. Stantec assisted with cleanup, and Andrew's role was to provide field oversight during the EOS injection. This strategy involved injecting edible oil into the ground to help stimulate bioremediation of chlorinated solvents. Our client enjoyed exceptional success on this project, with contamination levels being reduced from more than 1,000 times above regulatory limits to near no detection. Stantec will be requesting case closure on our client's behalf.

Diesel Spill Response Oversight, Elk Grove Village, Illinois

In response a significant diesel release, Stantec was charged with oversight of soil removal and replacement along a one quarter mile section of creek. Andrew provided soil sampling, screening, characterization, and onsite technical guidance during the significant soil removal and replacement operations.

** denotes projects completed with other firms*

Stantec

ATTACHMENT E

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AON REED STENHOUSE INC.
AON RISK SERVICES CENTRAL, INC.
900 - 10025 - 102A AVENUE
EDMONTON, AB T5J 0Y2

CONTACT NAME: ANDREA OTTO
PHONE (A/C, No, Ext): 1-800-444-3017 FAX (A/C, No): 952-656-8834
E-MAIL ADDRESS: ANDREA.OTTO@AON.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER B: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER C: ZURICH INSURANCE COMPANY	
INSURER D: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER E:	
INSURER F:	

INSURED

STANTEC CONSULTING SERVICES INC.
12075 CORPORATE PARKWAY, SUITE 200
MEQUON, WI 53092

COVERAGES **CERTIFICATE NUMBER:** 383 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X CONTRACTUAL/CROSS LIABILITY X OWNERS & CONTRACTORS PROTECTIVE GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC			GLO6556026 XCU COVER INCLUDED	05/01/13	05/01/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP5940882	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			8831307 EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)	05/01/13	05/01/14	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5940881	11/01/12	11/01/13	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MEQUON, WI

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

MARSH CANADA LIMITED
680, 10180 - 101 STREET
EDMONTON, AB T5J 3S4

CONTACT NAME: MICHAEL POPLETT
PHONE (A/C No Ext): 780-917-4850 FAX (A/C No): 780-429-1422
E-MAIL ADDRESS: MICHAEL.POPLETT@MARSH.COM

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURED

STANTEC CONSULTING SERVICES INC.
12075 CORPORATE PARKWAY, SUITE 200
MEQUON, WI 53092

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: LLOYD'S OF LONDON — 37540
INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 346 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG $
	POLICY / PRO-JECT / LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE $
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE $
	DED / RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $
E	PROFESSIONAL LIABILITY	N/A		QF047513	08/01/13	08/01/14	CLAIM AND AGGREGATE LIMIT $3,000,000
	CONTRACTORS POLLUTION LIABILITY			NO RETROACTIVE DATE			INCLUSIVE OF COSTS CLAIMS MADE BASIS

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MEQUON, WI

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stantec

ATTACHMENT F

PROFESSIONAL SERVICE AGREEMENT

Stantec

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective December 20, 2013 (the "Agreement Date") by and between:

"CLIENT"

Name:	EHRLICH FAMILY LIMITED PARTNERSHIP C/O MR. WILLIAM P. SCOTT GONZALEZ, SAGGIO & HARLAN		
Address:	111 East Wisconsin Avenue, Suite 1000, Milwaukee, Wisconsin 53202		
Phone:	414-277-8500	Fax:	414-277-8521
Representative:	Client representative and title		

"Stantec"

Name:	STANTEC CONSULTING SERVICES INC.		
Address:	12075 North Corporate Parkway, Mequon, Wisconsin 53092		
Phone:	262-643-9401	Fax:	262-241-4901
Representative:	Stu Gross, Associate		

PROJECT NAME (the "PROJECT"):

Former Express Cleaners, 3941 Main Street, Racine, Wisconsin

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and Stantec by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made

in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to Stantec in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to Stantec all relevant information or data pertinent to the PROJECT which is required by Stantec to perform the SERVICES. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the CLIENT or its consultants then Stantec shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by Stantec, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the SERVICES. Whether arranged by the CLIENT or Stantec, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by Stantec and whenever prompt action is necessary shall inform Stantec of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for Stantec's entry to the PROJECT site as well as other public and private property as necessary for Stantec to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay Stantec in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the SERVICES. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless Stantec from

any demands, claims, suits or actions of third parties arising out of Stantec's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by Stantec shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve Stantec from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay Stantec for the SERVICES performed to the date of termination. Non-payment by the CLIENT of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

LIMITATION OF LIABILITY: The CLIENT releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of Stantec.

It is further agreed that the total amount of all claims the CLIENT may have against Stantec under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the SERVICES or $50,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Stantec knowingly encounters any such substances, Stantec shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Stantec, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about

the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Stantec. Stantec and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the PROJECT are instruments of service for the execution of the PROJECT. Stantec retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to Stantec of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by Stantec in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the CLIENT agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather

conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Stantec, the CLIENT and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor Stantec shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: Stantec will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. Stantec will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. Stantec will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of Stantec or any of Stantec's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and Stantec relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and Stantec. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between

attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Stantec.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

EHRLICH FAMILY LIMITED PARTNERSHIP	**STANTEC CONSULTING SERVICES INC.**
C/O MR. WILLIAM P. SCOTT GONZALEZ, SAGGIO & HARLAN	
William P. Scott Print Name and Title	David A. Rautmann, Principal Print Name and Title
Signature _____	Signature _____

Stantec

PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

EHRLICH FAMILY LIMITED PARTNERSHIP

C/O MR. WILLIAM P. SCOTT

GONZALEZ, SAGGIO & HARLAN

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "Stantec")

EFFECTIVE: December 20, 2013

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: Stantec shall perform the following SERVICES:

As outlined in Stantec's proposal entitled *Updated DERP Proposal, Former Express Cleaners* and dated December 20, 2013

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: [January 2014]

Estimated Completion Date: [December 2015]

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate Stantec as follows:

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a 0 percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, Stantec shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A"

adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

The data presented by Stantec represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. Stantec shall not be responsible for the interpretation given by others to Stantec's data, interpretations and recommendations.

CLIENT acknowledges that Stantec will provide a professional opinion relative to the presence of disposed hazardous substances, but Stantec will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by Stantec to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by Stantec will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. Stantec shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and Stantec if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize Stantec to act on CLIENT's behalf and be compensated at Stantec's usual rates for such SERVICES.

Information: CLIENT will disclose to Stantec all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to Stantec all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by Stantec. CLIENT will furnish any additional information requested by Stantecincluding but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes Stantec to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by Stantec.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by Stantec and upon 24 hours notice.

Responsibility for Safety and Health: Stantec will not create conditions which are hazardous to CLIENT or other parties. Stantec agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to Stantec as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. Stantec shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of Stantec; and Stantec reserves the right to stop work if an unsafe condition is observed.

In the event Stantec is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to Stantec's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by Stantec and to cooperate with the preparation and implementation of Stantec's safety and health plan. Stantec shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by Stantec's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by Stantec that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes Stantecto make reports on its behalf.

No additional conditions

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, Stantec shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of $1,000,000 each occurrence and not less than $2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of $1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Stantec in the amount of $1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, Stantec shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.