

April 27, 2022

Brad Lange
Village of Allouez
1900 Libal Street
Green Bay, WI 54301

Proposal to Assist the Village of Allouez with the Zambaldi Beer Vapor Intrusion Site Assessment

Dear Mr. Brad Lange,

AECOM Technical Services, Inc. (AECOM) appreciates the opportunity to submit this proposal to perform a vapor intrusion site assessment at 1649 South Webster Avenue, Village of Allouez, Wisconsin (Subject Property). Included within this proposal is a discussion of our understanding of the proposed project, our proposed scope of services, and estimated fees for our services. This proposal includes collection and assessment of vapor intrusion samples and submittal of final documentation of site development remedial efforts to the WDNR. We look forward to working with the Village of Allouez (Village) on this project.

Project Understanding

AECOM understands that the Village of Allouez redeveloped the former Town Hall property. The Subject Property currently consists of a single building used for commercial space. Previous work AECOM has completed at the subject property includes assisting with updating the Soil/Groundwater/Vapor Management Plan used for redevelopment, assisting with preparation of Historic Fill Site Form 4400-226, construction documentation, and vapor intrusion sampling. Following the partial completion of the construction activities, two rounds of sub-slab vapor samples were collected from the passive sub-slab vapor collection piping. Sub-slab samples were collected via a hi-purge volume test and analyzed via method TO-15 (full VOC list). Results from both sampling events were presented to the WDNR in June 2020. The WDNR recommended that sub-slab sampling to be performed via vapor ports prior to closing the site. The proposed tasks below are in line with the WDNR's recommendations. Since the last visit to the site, the construction has been completed and both commercial spaces are occupied.

Scope of Services**Task 1 – Develop Work Plan and Post Closure Modification Request Assistance**

AECOM will develop a Work Plan in general accordance with Wisconsin Administrative Code (WAC) NR 716.09(2)(f). The Work Plan will include a description of rationale for the proposed sampling locations, a description of the investigation methodology, number of samples to be collected, and laboratory analytical methods. AECOM recommends the work plan be reviewed by the WDNR for concurrence to the proposed site investigation. AECOM can complete the required Technical Assistance Form; however, the \$700 fee will need to be submitted by the Village.

As part of the work plan, a site-specific Health and Safety Plan (HASP) will be developed. AECOM will also review files in our possession and, if applicable, provide additional documents requested by the WDNR. AECOM will assist the Village with completing the post case closure modification request.

Task 2 – Vapor Intrusion Site Assessment

The scope of work includes the installation of six (6) vapor intrusion sub slab pins within the footprint of the approximately 12,000 square foot building per WDNR guidance RR-986. The current passive vapor collection piping will be capped at least three weeks prior to the sampling event to collect a representative sample. Two rounds of 30-minute sub-slab vapor samples will be collected, with one round collected during the summer months and the second round collected in the winter months.

AECOM personnel will document site conditions and collect the required samples, two rounds of samples with six samples per round for a total of 12 samples. Sub-slab vapor samples will be collected via installation of a Vapor Pin™ (by Cox-Colvin & Associates Inc.) or similar. Sub-slab vapor sampling locations will be advanced away from building walls, known utility laterals, or large cracks in the floor which could influence vapor testing with influx of fresh air. The sample port pin will be left in place to allow for subsequent vapor samples to be collected. Installation of the pins is based on the anticipation of the concrete slab to be less than 6-inches thick. Once the pin is set, a leak test utilizing helium or the water dam method will be completed at each sampling location.

The sub-slab vapor samples will be collected utilizing a 6-liter Summa canister fitted with a flow controller set for 200 milliliters per minute for a 30-minute sample period. The air sample canisters will be sent by courier under standard chain-of-custody (COC) protocols to a subcontracted State of Wisconsin certified laboratory, for analysis via method TO-15 – full VOC list.

Task 3 - Vapor Intrusion Investigation Report

Upon receipt of the laboratory report, the vapor results will be transmitted to the WDNR and the Village with a preliminary analysis of significant detections, if any. Results will be compared to the WDNR's established vapor risk screening levels (VRSLS). A report will be developed which will include site general and background information, investigation methods, sampling and analysis requirements, field and analysis results, and conclusion and recommendations. Tables summarizing laboratory results and figures that include sample locations and analytical results will be included.

Project Cost

The services to be performed upon acceptance of this proposal are described in the preceding scope of services section and are based on our understanding of the project. AECOM proposes to complete the scope of services on a time-and-expense/unit-cost basis in accordance with the attached AECOM Commercial Terms and Standard Conditions. **Our estimated fee to complete the Scope of Services herein is \$17,800.** A cost breakdown for each task is presented in the following table:

Services	Estimated Cost
Task 1: Develop Work Plan and Post Closure Modification Request Assistance	\$6,310
Task 2: Vapor Intrusion Site Assessment	\$6,460
Task 3: Vapor Intrusion Investigation Report	\$5,030
Project Total	\$17,800

Project Schedule

AECOM will be prepared to begin within 4 weeks after authorization of this work. AECOM is not responsible for delays caused by circumstances and third parties not under AECOM's direct control, including subcontractors, weather, and unanticipated or differing site conditions. Delays in the project schedule, if any, will be immediately communicated to Village (Brad Lange).

Assumptions

The cost and schedule were prepared based on the following assumptions:

- Village of Allouez will arrange for unrestricted site access during normal business hours. AECOM is provided access to all areas of the Subject Property during normal business hours, and there are no delays in obtaining access. Two mobilizations to the Subject Property are included in the proposed costs. If a third mobilization is required, additional costs will be incurred. As needed, a property owner/operator representative will be available to provide operational and site history data input in a timely manner.
- No delays in work beyond AECOM's control are experienced during the course of the project.
- AECOM's scope of work and report format is acceptable to The Village of Allouez.

- Subcontracted services and commodities will be subject to a 5 percent handling charge.
- This proposal is valid for 60 days.
- As you are aware, the world is experiencing a pandemic as it relates to the coronavirus COVID-19 ("Coronavirus"). This health emergency has the potential of impacting multiple facets of the project including, without limitation, labor, personnel, manufacturing, equipment, materials, transportation and related supply chains, all of which have the potential to adversely impact the critical path of the project schedule. These potential, unusual, and unavoidable delays are outside of the control of AECOM and cannot be anticipated or determined in advance. AECOM will exercise reasonable care to mitigate the potential impact of the Coronavirus to the extent within AECOM's reasonable control. AECOM will notify you in the event AECOM becomes aware of any potential impact to the work caused by the Coronavirus.

A cost and/or schedule adjustment may be necessary if changes to these assumptions occur during the course of the project.

Closing

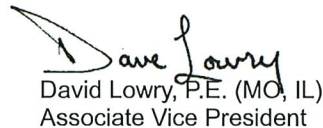
AECOM looks forward to working with you on this project. You may authorize AECOM to proceed with the Vapor Intrusion Site Assessment of the Subject Property by signing in the space provided on the Initial Authorization page and emailing a signed copy of this proposal to the attention of Janel Dean at janel.dean@aecom.com

If you have questions or require additional information regarding this proposal, please call Ms. Janel Dean at 517-745-7192 or contact her via email.

Yours sincerely,

AECOM Technical Services, Inc.


Janel Dean
Project Manager


David Lowry, P.E. (MO, IL)
Associate Vice President

enclosures: Authorization
 Commercial Terms
 General Conditions



Authorization

I hereby authorize AECOM to proceed with the scope of work for the Zambaldi Brewery Vapor Intrusion Site Assessment as described in AECOM's proposal dated April 27, 2022 with a budget authorization of \$17,800 under the general terms and conditions specified in the proposal.

Signature

Date

Print Name

Title/Organization

I agree to accept invoices from AECOM via e-mail and not postal mail:

☐ Yes

Signature: _____

E-mail address: _____

Recipient Mr./Ms.: _____

Return to:

Name: Janel Dean

Email: janel.dean@aecom.com

Phone: 517.745.7192

1. **ACCESS.** Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.

2. **CLIENT INFORMATION.** Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. **STANDARD OF SERVICES AND WARRANTY.** AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. **CONFIDENTIALITY.** "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.

5. **WORK PRODUCT.** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.

6. **INSURANCE.** AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. **INDEMNITY.** AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. **PAYMENT & CHANGES.** Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested

by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

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

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM; it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. AECOM's Services are performed as an independent contractor.

12. FORCE MAJEURE. AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

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

14. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

15. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

Effective: December 20, 2021

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Classification	Rate/Hour
Technician I, Project Administrator I	90.00
Technician II, Project Administrator II	100.00
Technician III, Scientist I, Project Administrator III, Data Administrator I, CAD/GIS Specialist I, Engineer I, Project Manager I	110.00
Technician IV, Scientist II, Project Administrator IV, Data Administrator II, CAD/GIS Specialist II, Engineer II, Project Manager II	135.00
Technician V, Scientist III, Project Administrator V, Data Administrator III, CAD/GIS Specialist III, Engineer III, Project Manager III	160.00
Technician VI, Scientist IV, Data Administrator IV, CAD/GIS Specialist IV, Engineer IV, Project Manager IV	170.00
Scientist V, Data Administrator V, CAD/GIS Specialist V, Engineer V, Project Manager V	210.00
Scientist VI, CAD/GIS Specialist VI, Engineer VI, Project Manager VI	250.00
Scientist VII, Engineer VII; Project Director	290.00
Scientist VIII, Engineer VIII, Sr. Project Director	315.00

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

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for Services completed.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a five percent (5%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as five percent (5%) of labor cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST – Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations,

indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103C (12/20/2021) and the attached General Conditions Form 102 (09/17/2020) govern the performance of the Services and rights and obligations of the parties