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Terracon.com

January 22, 2025

City of Richland Center
450 South Main Street
Richland Center, Wisconsin 53581

Atten: Mr. Jasen Glasbrenner
P: (608) 475-0766
E: Jasen.Glasbrenner@richlandcenterwi.gov

RE: Proposal for Operation, Maintenance and Sampling Services
City of Richland Center Landfills (01519 and 03065)
24147 County Highway AA
Richland Center, Wisconsin
Terracon Proposal No. P58257010

Dear Mr. Glasbrenner:

Terracon Consultants, Inc. (Terracon) has prepared this proposal to provide sampling and analysis services and operation and maintenance services at the above-referenced site. Our understanding of the scope of work is based on information provided in emails dated January 13 and 21, 2025. Terracon will complete the scope of work as described herein and based on our experience with landfill sampling programs. Sampling plans were not available for Terracon's review. Information regarding our qualifications is also provided.

1.0 PROJECT INFORMATION

The City of Richland Center has asked Terracon to prepare a proposal for operation, maintenance and sampling services at two landfills located at 24147 County Highway AA, Richland Center, Wisconsin. The landfills are located off of County Highway AA to the east and are known as the Richland Center City Landfill (01519) and Richland Center City Old Landfill (03065) according to the Wisconsin Department of Natural Resources (WDNR's) BRRTS on the web landfill layer. A depiction of the landfills is shown on the attached RR Sites Map Figure. The landfills are owned and operated by the City of Richland Center. According to information provided by the City of Richland Center, the two landfill sites (03065 and 01519) are monitored twice annually (March and September). Terracon reviewed recently prepared monitoring reports provided by the City of Richland Center.

Terracon's proposed scope of work is described below in Section 2. Bidder qualifications affirming our experience with maintaining, operating and sampling landfills are described in Section 3. Costs for conducting the scope of work are presented in Section 4, and our fee schedule is located in the attachments.

2.0 SCOPE OF WORK

2.1 Landfill Inspection

In accordance with state regulations, landfill covers are to be inspected either annually or semi-annually. Based on the provided information, Terracon assumes inspections will be conducted on a semi-annual basis. Inspection of the landfill cover will include documenting any slumps, distressed vegetation, ponding, general erosion of the cover, and any disturbance from wildlife. In addition, the semi-annual inspections will include documenting the conditions of gas monitoring points, passive vents, components associated with the leachate collection system, and general equipment (locks, gates, driveway/pavement cracks, etc.). A field sheet with a list of the condition of each item and its conditions and any repairs will be noted and included in semi-annual reports. If extensive repairs are needed, Terracon will discuss the repairs and work with the City of Richland Center to either find an appropriate contractor or complete on behalf of the site as a change order to this scope of services.

2.2 Gas Monitoring

The City of Richland Center Landfill 03065 has a passive vent system consisting of four gas vents (GV-1 through GV-4) and one gas probe (GP-1) to check for offsite or lateral movement of methane gas. The five total points will be assessed semi-annually in March and September. Each point will be assessed for % methane, % carbon dioxide, % oxygen, and vacuum (inches of water). Values will be recorded on field sheets and tabulated for inclusion into a report and WDNR Groundwater and Environmental Monitoring System (GEMS) upload. Gas monitoring will be conducted using a GEM 5000 landfill gas analyzer.

The City of Richland Center Landfill (01519) does not have a passive or active gas extraction system. Consequently, gas monitoring will not be conducted at this landfill.

2.3 Groundwater Monitoring

Landfill 03065 has a monitoring well network consisting of 11 groundwater monitoring wells, which are monitored twice annually (March and September). Five of the 11 groundwater monitoring wells are only assessed for groundwater elevation. The remaining six groundwater monitoring wells will be sampled in accordance with the approved Sampling Plan for field and laboratory parameters. Landfill 01519 has a monitoring well network consisting of four groundwater monitoring wells and are sampled annually in March. Each of the four groundwater monitoring wells will be sampled for field parameters and laboratory parameters in accordance with the approved Sampling Plan.

Prior to purging the wells, static water levels will be measured for each well. Wells will be purged for approximately 3-5 well volumes using a disposable bailer or for 30 minutes using a whale pump and flow controller. The purge water will be collected in 5-gallon buckets and poured into an inlet for the leachate collection system. A YSI water quality meter will be used to collect field parameters from each well. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under chain of custody (COC) protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed for each landfill and corresponding sampling event:



<u>Landfill</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
03065	March	Alkalinity, Hardness, Boron, Chloride, Iron, Sulfate	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	6
03065	March	--	GW Elevation	5
03065	September	Alkalinity, Hardness, Boron, Chloride, Iron, Sulfate	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	6
03065	September	--	GW Elevation	5
01519	March	VOCs	GW Elevation, pH, temperature, conductivity, odor, color, turbidity	4
Duplicate	Both	VOCs	--	1 per event
Trip Blank	Both	VOCs	--	1 per event
Field Blank	Both	VOCs	--	1 per event

2.4 Leachate Collection System

Landfill 03065 contains a leachate collection system and is sampled twice annually (March and September). The leachate collection system has two sample points (LS-1 and LE-1) according to the sampling plan and will be sampled at for field parameters and laboratory parameters in accordance with the approved sampling plan. A disposable bailer will be used to collect a grab sample at an inlet for the leachate collection system. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under COC protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed:

<u>Sample</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
LE-1	March	VOCs, COD, BOD, total alkalinity, total hardness, chloride, sulfate, total boron, total iron, TSS, total fluoride, total arsenic, total barium, total cadmium, total lead, total manganese, total mercury	pH, temperature, conductivity, odor, color, turbidity	1
LS-1	March	COD, total alkalinity, total hardness, chloride, sulfate, total fluoride	Discharge in gallons, pH, temperature, conductivity, odor, color, turbidity	1



<u>Sample</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
LE-1	September	COD, BOD, total alkalinity, total hardness, chloride, sulfate, total boron, total iron, TSS	pH, temperature, conductivity, odor, color, turbidity	1
LS-1	September	COD, total alkalinity, total hardness, chloride, sulfate, total fluoride	Discharge in gallons, pH, temperature, conductivity, odor, color, turbidity	1

Note: Appropriate trip blanks, field blanks, and duplicate samples will be submitted along with the samples collected from the landfill wells.

2.5 Reporting

After each monitoring event (March and September), Terracon will prepare a summary report for each landfill including gas monitoring results, groundwater monitoring results, leachate results, and a list of any updates, changes or repairs that were made and/or need to be made prior to the next monitoring event. Terracon will tabulate field parameter data and gas monitoring data in the proper GEMS format. In addition, Terracon will request laboratory data in GEMS format for each of the laboratory parameters from Pace Analytical in Green Bay, Wisconsin. GEMS formatted data will be submitted to the WDNR. The summary report will be submitted within 30 days of the receipt of laboratory analytical reports and will include a recommendation section, if needed.

Terracon assumes that, in accordance with standard WDNR practices, private well letter reports will be completed after the private well sampling event conducted in March 2026. The private well letter reports will be sent within 10-day of receipt of analytical to be compliant with WDNR code. This task is included as a contingency, if we are authorized to conduct the sampling in 2026.

2.6 Private Well Monitoring – Contingency Scope

We understand the sampling plan for Landfill 01519 includes a private well monitoring network of eight private wells. Per the approved sampling plan for the landfill, the private wells are sampled once every two years. According to the information provided by the City of Richland Center, the last sampling event was conducted in March 2024. The next sampling event for private wells will be conducted in March 2026. While our proposal is intended to provide costs for the 2025 sampling event, we included a scope for the 2026 private well monitoring program as a contingency.

If we are retained for this task, an exterior faucet which does not run through a filtration system will be purged for approximately 5-10 minutes prior to sample collection for each well. Purge water will be collected in 5-gallon buckets and disposed of in grass areas away from the home's foundation. A YSI water quality meter will be used to collect field parameters for each private well. The sample will be collected in laboratory-supplied containers, placed in an ice chest to cool to approximately 4°C, and transferred under COC protocol to a Wisconsin-certified laboratory for analysis. The following sampling protocol will be followed:



<u>Landfill</u>	<u>Sample Event</u>	<u>Matrix/Analyses</u>	<u>Field Parameters</u>	<u>No. of Samples</u>
01519 - Private Well Network	March (2026)	VOCs	pH, temperature, conductivity, odor, color, turbidity	8

Note: Appropriate trip blanks, field blanks, and duplicate samples will be submitted along with the samples collected from the landfill wells.

3.0 BIDDER QUALIFICATIONS

Field services will primarily be performed by Mr. Jon Cone, Field Geologist and Mr. Jordan Wold, Engineering Technician. Both of these staff members have attention to detail and experience with groundwater sampling and methane monitoring at landfill sites, including the Delafield Landfill which is similar in size to this project. Mr. Lucas P. Chabela will be the project manager for the project and has been managing the Delafield Landfill since 2019. Mr. Ed Buc will assist Mr. Chabela in managing the project and will serve as the Registered Professional Engineer in accordance with Wisconsin Administrative Code (WAC), Chapter NR 712, WAC. Mr. Chabela will serve as the Registered Project Geologist. Mr. Keith Connor, P.E. is a landfill design expert that will provide on-going subject matter expertise, if needed. As required under NR 712, WAC, these staff will meet the appropriate professional requirements necessary for the project. Resumes are attached. Terracon will subcontract laboratory services to Pace Analytical Services, Inc. (Pace), a state-certified laboratory in Green Bay, Wisconsin. Dan Milewsky is Terracon's Laboratory services liaison with Pace and is very familiar with landfill projects across the state and will verify the data meets the Quality Assurance and Analysis requirements for this project.

Terracon has appropriate experience for this project. We have attached a project capsule for the Delafield landfill as a representative project which demonstrates some of our experience. Additional landfill projects in Wisconsin managed by Terracon include the Harold Bliss landfill in Oconomowoc and the former Wauwatosa landfill. In addition, Terracon is familiar with state-lead work with the WDNR. Currently, we are under contract to provide operation and maintenance services for the N.W. Mauthe Superfund Site (WDNR ERP Case #02-45-000127) in Appleton, Wisconsin. Our office location will allow us to be at the site within 3 hours. Terracon has an abundance of experience in quick mobilizations and we will be able to respond to the site within 24 hours.

Terracon complies with all OSHA requirements and is an industry leader in safety. We have attached information regarding our safety program.



4.0 COST ESTIMATE

The Scope of Services as outlined in this proposal will be performed on a time and materials basis as tabulated below, in accordance with the attached fee schedule. If as a result of these services, additional work is required outside the scope of this proposal, you will be contacted for approval, and a revised cost estimate for the additional work can be provided. Additional services, if needed, will be provided on a time and materials basis in accordance with the attached fee schedule. No work outside the scope of this proposal will be completed by Terracon without your prior approval:

ESTIMATED PROJECT COSTS	
Item	Costs
March 2025	
Landfill Inspection (to be conducted with Groundwater Monitoring Task)	\$ 200
Gas Monitoring (to be conducted with Groundwater Monitoring Task)	\$ 200
Groundwater Monitoring (including Laboratory Analysis)	\$ 4,000
Leachate System Sampling (including Laboratory Analysis)	\$ 600
GEMS Reporting	\$ 500
Semi-annual Summary Reports	\$ 2,000
September 2025	
Landfill Inspection (to be conducted with Groundwater Monitoring Task)	\$ 200
Gas Monitoring (to be conducted with Groundwater Monitoring Task)	\$ 200
Groundwater Monitoring (including Laboratory Analysis)	\$ 3,000
Leachate System Sampling (including Laboratory Analysis)	\$ 350
GEMS Reporting	\$ 500
Semi-annual Summary Reports	\$ 2,000
Total Cost (2025)	\$ 13,750
Contingent Cost – Private Well Monitoring (March 2026; to be conducted with Groundwater Monitoring Task)	\$ 1,500
Contingent Costs – Private Well Monitoring Reports (March 2026; to be conducted with Groundwater Monitoring Task)	\$ 1,300

If additional work is recommended during landfill inspections, we will prepare a cost estimate for the recommended work. No work outside the scope of this proposal will be completed by Terracon without prior approval from the City of Richland Center.

Costs were developed using several assumptions including the following:

- Monitoring well sampling will be conducted with bailers or a whale pump and flow controller; bladder pumps will not be used;



- Purge water from monitoring well sampling activities can be either purged on the ground near the well or containerized in buckets and disposed of at an inlet for the leachate collection system;
- Terracon has access to each of the landfills and potable well locations;
- Monitoring wells and private wells are located within a reasonable distance to the site; and
- Gas monitoring points and passive vents are located within a reasonable distance to the site.

Terracon appreciates the opportunity to assist you with this project. If you have any questions or comments regarding this proposal or require additional services, please contact us at (414) 423-0255.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'LCh'.

Lucas P. Chabela, P.G.
Project Geologist

A handwritten signature in black ink, appearing to read 'Edmund A. Buc'.

Edmund A. Buc, P.E., CHMM
Department Manager

Attachments:

- RR Site Map
- Resumes of Key Personnel
- Delafield Landfill Project Capsule
- Safety Program Information
- Fee Schedule
- Agreement for Services



RR Sites Map

Wisconsin Department of Natural Resources

Welcome | Layers | Results

Identify | Query | Measure | Markup | Buffer Identify | Snapping | Save/Share | Print | Find Locations | Bookmarks | Help and Link

Manage Layers

Upload | Hide Labels | Add Layer

Filter layers by title ...

- Area
- Municipal Solid Waste (EPA subtitle D)
- Industrial Landfills
- Construction & Demolition Debris
- County Tax Parcels
- Municipal Boundaries
- Township, Range, Section
- Drinking Water and Groundwater
- DNR Managed Land by Property Boundary
- Non-DNR Data
- Base Maps



Show Coordinates

Show Legend

500 m | 2,000 ft

Scale 18371

Lucas P. Chabela, P.G.

Project Geologist

PROFESSIONAL EXPERIENCE

Mr. Chabela is a Project Geologist with the Environmental Division in Terracon's Cudahy, Wisconsin office. His primary responsibilities include managing projects, data analysis and report writing and wide range of field tasks. Project management responsibilities include client contact, milestone management, cost estimating, and correspondence between the client and state agencies. Primary report writing responsibilities include Limited Site Investigations, Site Investigation (SI), Remedial Action Options Reports (RAOR) and Remedial Action Documentation Reports (RADR). Additionally, responsibilities include project management of small to large scale projects including Limited Site Investigations, Remedial Action activities, and soil management projects.

PROJECT EXPERIENCE

Environmental Due Diligence

Phase II Environmental Site Assessments - Wisconsin

Mr. Chabela has acted as a project manager for numerous Phase II Environmental Site Assessments (ESA) across the state of Wisconsin. Mr. Chabela prepares the Phase II ESA report and discusses the results with the client prior to finalizing the report. In scenarios where results have detections of contaminants, Mr. Chabela identifies the most efficient way to report and obtain closure of the release, including No Action Required and No Further Action determinations.

Agricultural SI/Remediation Projects

Various Projects in Wisconsin

At Terracon, Mr. Chabela has managed several projects which are under the jurisdiction of the Department of Agriculture, Trade and Consumer Protection. Project scopes have included several years to decades of groundwater sampling for pesticides/nitrogen, soil investigation and delineation for pesticides/nitrogen, soil remediation through excavation and disposal, and groundwater remediation through extraction and landspreading. These projects also are involved in the Agricultural Chemical Cleanup Program (ACCP). Mr. Chabela has completed several reimbursements claims through the ACCP for each client.

Remediation and Soil Management Projects

Various Projects in Wisconsin

Mr. Chabela performs and manages field activities on various remediation projects throughout Wisconsin. Field activities include groundwater sampling for natural attenuation and groundwater injection projects and offsite soil management for excavation projects. Reporting duties include data analysis and report writing for Remedial Action Reports, Annual Groundwater Monitoring Reports, and quarterly Data Transmittals. Mr. Chabela performs and manages field activities pertaining to small-large scale soil management activities. Soil management activities include excavation oversight, soil screening with a Photoionization Detector, on-site soil management, off-site soil management and determining the type of waste for disposal.



EDUCATION

Master of Science,
Hydrogeology, Illinois State
University, 2017

Bachelor of Science, Earth
Science, University of South
Dakota, 2014

CERTIFICATIONS

Registered Professional
Geologist: Wisconsin No. 2009-
13

40-Hour HAZWOPER

WORK HISTORY

Terracon Consultants, Inc.,
Cudahy, WI, Senior Staff
Geologist, 2017-Present

Illinois State University,
Normal, IL, Research Assistant.
2016-2017

Illinois State University, Normal
IL, Teaching Assistant. 2015-
2016

South Dakota Geological
Survey, Vermillion, SD,
Geological Assistant, 2014-
2015

PRESENTATIONS

Evidence for Dune Damming
and Lake Formation Along the
Eastern Margin of the Kelso
Dunes, Mojave Desert – GSA –
October 2013 Presentation

Seasonal Variation of Chloride
Inputs from Road Salt
Application in a Mixed
Urban/Agricultural Watershed in

Lucas P. Chabela, P.G.

Project Geologist

Landfill Gas Extraction – Operation and Maintenance/Installation

Various Projects in Wisconsin

Mr. Chabela performs operation and maintenance activities pertaining to a landfill gas extraction and flare system located in Delafield, WI. Operation tasks include monthly site visits for gas measurements and monitoring, balancing the extraction system to obtain optimum gas levels at the flare, semi-annual groundwater and potable well sampling, and header piping installation and repair. Maintenance tasks include repairs made to the leachate collection pumps, flare restart system, air compressors, gas extraction wells. In addition to monitoring/maintenance, Mr. Chabela corresponds with the Wisconsin Department of Natural Resources and manages activities and decisions made for the site. On a site located in Kenosha, Wisconsin, Mr. Chabela planned and oversaw the installation of passive methane vents (8-inch PVC) which primary function was to vent landfill gas without the use of an extraction system.

Publications

Chabela, Lucas P., "Using 3-D Modeling To Describe The Relationship Between Peak Stage, Storm Duration And Bank Storage And The Implications Along A Meandering Stream In Central Illinois" (2017). Theses and Dissertations. 660.

Chabela, Lucas P., Seasonal Variation of Chloride Inputs from Road Salt Application in a Mixed Urban/Agricultural Watershed in Central Illinois (Presentation), presented at the Geological Society of America's National Conference, Denver, Colorado, September 2016.

Chabela, Lucas P., Evidence for Dune Damming and Lake Formation Along the Eastern Margin of the Kelso Dunes, Mojave Desert, USA (Presentation), presented at the Geological Society of America's National Conference, Denver, Colorado, October 2013.

Sweeny, Mark R., McDonald, Eric V., **Chabela, Lucas P.**, and Hanson, Paul R., 2020, The Role of eolian-fluvial interactions and dune dams in landscape change, late Pleistocene-Holocene, Mojave Desert, USA, GSA Bulletin, vol. 132 (11-12), pages 2318-2332, Doi: <https://doi.org/10.1130/B35434.1>

Edmund A. Buc, P.E., CHMM

Department Manager, Environmental Services / Senior Project Engineer

PROFESSIONAL EXPERIENCE

Mr. Buc is the Milwaukee office's Environmental Department Manager, overseeing a staff of engineers, geologists, and scientists to provide due diligence, investigation/remediation, hazardous building material, and compliance services. Mr. Buc is also a senior project engineer, responsible for managing project personnel and budgets, preparing technical reports, supporting development of remedial strategies, and negotiating with regulatory agencies to define project objectives and obtain project closure. Mr. Buc has worked in the environmental consulting field for over 35 years. During that time, he has developed and implemented innovative remedial strategies for multi-disciplinary environmental projects.

PROJECT EXPERIENCE

Milwaukee Bucks Redevelopment Project – Milwaukee, Wisconsin

Project manager for site investigation and remediation at properties where Fiserv Forum, the Milwaukee Bucks training facility, a multi-story parking facility, and an entertainment complex were constructed. The Deer District Development was located in an 8-block area vacated when the Park East Freeway was demolished. Environmental investigations were completed concurrently with geotechnical services also being provided by Terracon. Remediation of existing open environmental cases were integrated into the development plan. Worked with Milwaukee County on development of remaining county-owned blocks within the Deer District Development. Also provided support for DBE/SBE/MBE participation tracking during construction.

Downtown Development – Kenosha, Wisconsin

Project quality reviewer for site investigation and remediation of a six-block area in downtown Kenosha. Several parcels are owned by the city, and are being developed in partnership with the city and stakeholder group. Environmental challenges include a riverway that was filled in the early 1950s and an areawide plume of contamination from a former manufactured gas plant. An iterative investigation is underway to evaluate soil, groundwater, and vapor conditions. The investigation results will be used to develop remediation scenarios and costs for the parties involved in the development.

Atmosphere Development – Madison, Wisconsin

Project Manager for site investigation and remediation associated with the construction of a multifamily housing project, located across from the Kohl Center in Madison. The development includes 363 housing units, four stories of parking to serve both the residents and neighboring office buildings, and 500 bicycle spaces. The property once was occupied by a railroad spur and roundhouse, with operations dating back to the early 1900s and ending in the 1980s. Terracon's investigation identified soil impacted with petroleum volatile organic compounds (PVOs) and light non-aqueous phase liquid (LNAPL). Fill material was also identified across the site. Terracon prepared an interim action plan, and worked closely with the Wisconsin Department of Natural



EDUCATION

Master of Science, Engineering,
Marquette University, 1997

Bachelor of Science, Chemistry,
Michigan State University, 1987

REGISTRATIONS

Professional Engineer:
Wisconsin, No. 32096

Certified Hazardous Materials
Manager, No. 3174

CERTIFICATIONS

40-Hour HAZWOPER

WORK HISTORY

Terracon Consultants, Inc.,
Department Manager, 2021-
Present; Senior Project
Engineer, 2015-2020

ARCADIS, Principal Engineer,
2010-2015; Senior Engineer,
2006-2010; Project Engineer,
1999-2006; Staff Engineer,
1995-1999

Drake Environmental, Project
Manager, 1991-1995

Aqua-Tech, Inc., Chemist,
1988-1991

Edmund A. Buc, P.E., CHMM

Department Manager, Environmental Services / Senior Project Engineer

Resources (WDNR) to obtain approval under an accelerated development timeframe. Terracon also submitted a "Development at a Historic Fill Site or Licensed Landfill Exemption Application" to the WDNR for approval to construct at the site. Ongoing work includes implementation of the interim action including soil management and installation of a vapor mitigation system. Mr. Buc also supported preparation of a brownfield grant application through the Wisconsin Economic Development Corporation (WEDC), which was successful at obtaining funding for the interim action.

Jonathan J. Cone

Field Geologist

PROFESSIONAL EXPERIENCE

Mr. Cone is a field scientist in Terracon's Milwaukee, Wisconsin office. His primary responsibilities include conducting site investigations, collecting groundwater and soil samples, well installation, well development, well abandonment, sub-slab vapor installation and sampling, gas monitoring, stormwater pollution prevention plant (SWPPP) inspections, and writing technical reports as they relate to Phase II Environmental Site Assessments. His background with geophysics helps him better understand the subsurface conditions related to environmental issues.

PROJECT EXPERIENCE

Former Wabash Alloys – Oak Creek, Wisconsin

Soil Boring Oversight

Represented the WDNR on site, overseeing contamination delineation drilling conducted by another consultant. Tasks on site included observation of every soil boring on site (498 as of December 1, 2023), photographing every 5' core, documenting type and depth of Dense, Non-Aqueous Phase Liquid (DNAPL) contamination in each boring, and obtaining PID readings from the bottom of each boring. I updated a boring map weekly as a deliverable to the WDNR, illustrating weekly progress and step out locations. I also utilized Device Magic forms for reporting to provide accurate GPS locations of photographs. My direct communication with the WDNR included discussion of unknown chemicals found in borings around the site, some of which were causing adverse health effects to personnel who came into contact with them, leading to safety changes being implemented on site.

Site Investigation/Remediation

Various Sites - Wisconsin

Field geologist for numerous LSIs across Wisconsin. Work has included collecting groundwater and soil samples, remediation oversight, well installation, well development, well abandonment, and sub-slab vapor installation and sampling at various agricultural, commercial, and industrial sites.

Solid Waste

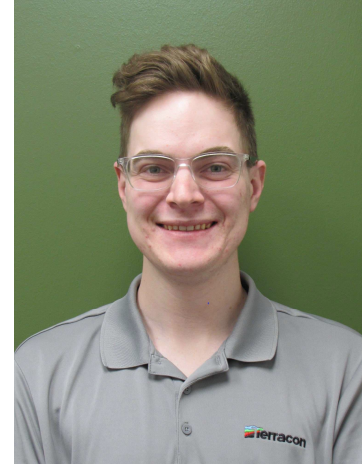
Delafield Sanitary Transfer Landfill #719 – Delafield, Wisconsin

Field geologist providing periodic inspection and monitoring services at an abandoned solid waste landfill for the Wisconsin Department of Natural Resources (WDNR). Activities include monitoring the percent lower explosive limit (LEL) as methane, percent carbon dioxide, and percent oxygen at various monitoring points across the site, cap inspections, and groundwater monitoring.

Stormwater Pollution Prevention Plan (SWPPP) Inspection

Onion and Crawfish River Solar Sites – Cedar Grove and Jefferson, Wisconsin

Conducts weekly Stormwater Pollution Prevention Plan (SWPPP) inspections throughout the construction processes of a 1,900-acre, 150-megawatt (MW) photovoltaic (PV) site as well as a 640-acre, 75-megawatt site. Inspects the various sediment and erosion controls as well as advising construction team on implementation of BMPs to mitigate sediment discharges. Completion of inspections occurs weekly or after major rain events, and reports are generated for clients regarding problematic areas and other erosion prevention observations.



EDUCATION

Bachelor of Science,
Geology
St. Norbert College, De Pere, WI,
2020

Master of Science
Geology
Missouri State University,
Springfield, MO, 2023

CERTIFICATIONS

Qualified Compliance Inspector
of Stormwater (QCIS)

OSHA 40 Hour HAZWOPER
Certification

Work History

Terracon Consultants
Inc. Field Geologist
January 2023-present

Jordan R. Wold

Engineering Technician

PROFESSIONAL EXPERIENCE

Mr. Wold is an Engineering Technician I in Terracon's Milwaukee, Wisconsin office, providing services which include: conducting site investigations; collecting groundwater and soil samples; well installation, development, and abandonment; sub-slab vapor installation and sampling; gas monitoring; stormwater pollution prevention plan (SWPPP) inspections; and writing technical reports as they relate to Phase II Limited Site Investigations (LSIs). His prior experience specializing in erosion control gives him a unique perspective on the mitigation of pollutants, especially as it relates to construction.

Mr. Wold has worked in the environmental consulting field for over 6 years. During that time, he has helped ensure regulatory compliance on innumerable utility projects by designing SWPPPs for the installation of facilities and obtaining coverage under the Wisconsin Pollution Discharge Elimination System (WPDES) construction general permit (CGP) as well as local Municipal Separate Storm Sewer System (MS4) coverage, developed and delivered various trainings for internal employees and sub-contractors to provide guidance on appropriate practices for sediment and erosion control on construction sites, provided oversight for the discharge of possible contaminant-laden water from hydrostatic pressure testing, and administrated web-based inspection software for permit compliance.

PROJECT EXPERIENCE

Utilities

We Energies – Multiple Locations, Wisconsin and Michigan

Consulting erosion control specialist on hundreds of utility projects across Wisconsin and Upper Michigan, ranging in scope from the singular relocation of a utility pole to multi-mile natural gas pipelines. Services provided included the design of sediment and erosion control best management practices (BMPs); state, county, and municipal stormwater permitting; field inspection and auditing of SWPPP implementation/adherence by sub-contractors; development and presentation of training materials for internal personnel and sub-contractors; and administration of third-party web-based inspection compliance software. Some notable projects Mr. Wold was involved with include:

- Installation of a 45-plus mile natural gas pipeline running through a section of the Kettle Moraine in southeastern Wisconsin
- Restoration of a hydroelectric dam in the Upper Peninsula of Michigan
- Repair of a sloughing slope at a natural gas power plant on the shore of Lake Michigan
- Development of a new electric substation in the Fox Valley

Site Investigation/Remediation

Various Sites – Wisconsin

Engineering Technician for numerous LSIs across Wisconsin. Work has included collecting groundwater and soil samples, remediation oversight, well installation, well development, well abandonment, and sub-slab vapor installation and sampling at various agricultural, commercial, and industrial sites.



EDUCATION

Associate of Science
Civil Engineering
Milwaukee Area Technical
College, Milwaukee, WI, 2016

CERTIFICATIONS

Qualified Compliance Inspector
of Stormwater (QCIS)

North American Stormwater
and Erosion Control Association
of Wisconsin (NASECA-WI)

Work History

Kapur & Associates, Inc.
Erosion Control Specialist
July 2016 – February 2023

Terracon Consultants Inc.
Engineering Technician I
December 2023 - present

Keith R Connor, P.E.

SENIOR ENVIRONMENTAL ENGINEER | ENVIRONMENTAL SERVICES

PROFESSIONAL EXPERIENCE

Keith is a civil/environmental engineer in Terracon's Lenexa, Kan., office. He assists with operations in the Environmental Department, including conducting ESAs, LSIs, management of CERCLA sites and solid waste engineering.

Keith has been involved in engineering design and environmental permitting of facilities in a variety of business sectors including wastewater collection and treatment, solid waste landfills, transfer stations, renewable energy generation, CERCLA site closures, oil and gas pipeline design, and refinery remediation.

PROJECT EXPERIENCE*

Forrest Pollock Landfill, Lees Summit Missouri

Assisted and advised private owner in leachate disposal, landfill capping and surface water control issues on their closed landfill as they sought to obtain certified closed status under MDNR regulations.

Resource Recovery Landfill, Cherryvale, Kansas

Obtained permit modification for improvements to stormwater control basin including hydrology/hydraulics calculations, spillway design and CQA oversight of improvements for Republic Services.

MDNR Close Landfills (Group 3) - Jackson and Clay County, Missouri

Performed file reviews, site investigations, personal interviews, and GIS mapping on 14 closed landfills in the Kansas City Metro area as part of effort to update condition reports on closed and orphaned landfills.

Courtney Ridge Landfill – Sugar Creek, Missouri

Let initial investigation of offsite LFG migration of subtitle D cells at Courtney Ridge Landfill. Findings on composite lined cells lead to changes in requirements and policies by MDNR relative to LFG.

St. Joseph Sanitary Landfill – St. Joseph, Missouri

Served as Engineer of Record for construction drawings and CQA reports for construction of Cells 2-5 in Area 3 for MDNR Permit 102012. Other work during this period included a permit modification for vertical expansion, a successful offsite migration control system for LFG and a leachate mitigation control system for an adjacent pre-subtitle D area.

Plattco Landfill, Slope Failure Study – Platte County, Missouri

Investigated design and construction of recently completed capping system which had experienced shear failure of letdown structures and erosion. Independent analysis of stormwater structures showed that failure was attributable to design storm event occurring before establishment of ground cover, resulting in high intensity discharge exceeding design parameters.

Southeast Landfill – Kansas City, Missouri

Project Director for permitting and final design of a LFG collection system (3,500 cfm). Prepared a foundation design and revised air permit for relocated 2,000-scfm flare. The project included a route study for a 2.5-mile transmission line, the addition of six dual extraction wells and a leachate removal system. Provided all CAA permitting, monitoring and reporting for the closed site.

Mo-Pass Landfill – Maryland Heights, Missouri

Investigated offsite migration of LFG to southwest of property and developed mitigation plan modifying existing active LFG collection system. Also investigated nearby reports of gas to

EDUCATION

Master of Business Administration,
University of Kansas, 1985

Bachelor of Science, Civil Engineering,
University of Notre Dame, 1980

REGISTRATIONS

Professional Engineer:
Missouri, No E-21393
Kansas, No 14335
Nebraska, No E-9435
Oklahoma, No 20637

CERTIFICATIONS

40-Hour HAZWOPER

AFFILIATIONS

Solid Waste Association of North America (SWANA) Executive Committee
SWANA Mo Chapter, Past President
MWCC, Past President and current Advisory Board Member.

WORK HISTORY

Terracon Consultants, Inc.,
Department Manager
2018-Present

Connor Engineering LLC
Principal
2017

Burns & McDonnell, Inc
Environmental Engineering Department
Manager
2008-2016

SCS Engineers,
Vice President,
Office Solid Waste Department Manager
1995-2007

Black & Veatch,
Project Engineer
1980-1995

PRESENTATIONS/PUBLISHED ARTICLES

MWCC Conferences,
SWANA Wastecon,
APWA
ASCE Magazine
Handbook on Recycling, Herb Lund Chapter
24 Material Recovery Facility Design

ADDITIONAL TRAINING

MDNR/SWANA 10 hr Recertification
Training Course Coordinator, Jefferson City
Mo April 1998-2017.

* Includes Work performed prior to joining
Terracon.

Keith R. Connor, P.E. (continued)

northeast of site, determining that LFG from the site was not the source, using isotopic analysis of the gas.

Butler County Landfill – David City, Nebraska

Project Director for hydrogeologic investigation and the initial Title 132 permitting of privately owned, Butler County Landfill. Butler County Landfill was the first Subtitle D landfill permitted in the state of Nebraska. Following permitting, construction documents for the initial waste cells and lined leachate ponds were also prepared under his direction.

Northeast Nebraska Solid Waste Coalition Landfill – Norfolk, Nebraska

Provided QC review for NDEQ Title 132 Solid Waste Permit Renewal in 2014. The 2014 NDEQ Permit Renewal Drawings included updates to the permitted landfill design, and design/development of a new on-site borrow area to reduce financial assurance (closure and post-closure) costs for the NNSWC. The drawings approved in early 2015 with no material comments from NDEQ.

Farmer's Landfill, Livingston Co, Missouri

Former quarry site operated as a Sanitary Landfill by Waste Management. Served as Project Manager for WM Closed Site Group to investigate and certify required 24-inch cap, 1*10 -6 cm/sec cap as permitted. Geotechnical testing records were examined and recompiled and supplemental perm testing conducted on 100 foot centers where required to allow closure across 2 landfills.

87th Street Compost Drop-off Facility – Kansas City, Missouri

This site was a municipal dump operated by KCMO in the 1960s that the City reclaimed for use as a public drop-off site. Conducted a title search, evaluated existing drainage structures, and designed site improvements including storm water conveyance. A 404-permit waiver and land disturbance permits from the City and State were obtained as part of the redevelopment of this site.

McArthur Drive Landfill – St. Joseph, Missouri

Designed closure for a 20-acre landfill (a National Priority List site) adjacent to the Missouri River in accordance with U.S. Environmental Protection Agency (EPA), MDNR, and Corps of Engineers requirements. Closure included EPA feasibility study and final design of alternative cover using asphalt cap allowing post closure use as a parking lot.

Tontitown Landfill – Arkansas

Developed alternative liner concepts for closure of Tontitown Landfill. Demonstrated that alternatives were hydrologically superior to prescriptive cap system. Developed construction documents for closure of 50 acres of side-slopes.

Ponca City Landfill – Ponca City, Oklahoma

Prepared complete construction drawings for 12-acre cell construction completed in late 2007. Project also included storm water master plan for existing site to bring into full compliance with Subtitle D. The operating landfill previously did not have provisions for storm water management

Ozark Ridge Landfill – Arkansas

Developed alternative cover system as demonstration project for 9-acre closure. Liner product combined high-density polyethylene (HDPE) cover and drainage net. Modeling demonstrated equivalent hydraulic performance, as well as ease of construction.

Cahokia Road Landfill – Roxana, Illinois

Designed and submitted plans to Illinois Environmental Protection Agency (IEPA) for leachate recirculation system to accommodate liquids from the landfill gas collection system.

Brooks Landfill – Wichita, Kansas

Project Manager and Lead Engineer for closure and drainage design for 120 and 70-acre landfill cells. The improvements included membrane cap and channels to control stormwater runoff, siltation ponds, culverts, access road, outlet structures, constructed wetlands and vegetation of the landfill cap.

Livingston Landfill – Pontiac, Illinois

Investigated CAA violations as identified by IEPA at landfill and developed remedies to address for benefit of landfill owner and LFG end-user. Violations included wells not delivering vacuum, and exceedences of temperature at collection wells. Report developed identified improvements needed including additional header capacity to LFG to energy plant.

Envirotech Landfill – Morris, Illinois

Keith R. Connor, P.E. (continued)

Developed land and air permits construction and operating permits from IEPA and construction drawing for LFG initial 60 well collection system to fuel 3 MW LFG to Electricity plant.

US Energy Biogas Corp. – Various Illinois Landfills

Performed due diligence including verification of IEPA land and air permits, LFG modeling, development of financial proforma, onsite investigations and file reviews of the following sites on three occasions related to transaction and refinancing of debt: Dixon-Lee Landfill, Environtech Landfill, Roxana Landfill, Upper Rock Island County Landfill. Quad Cities Landfill and Countryside Landfill.

Chapin Landfill | City of Wichita – Wichita, Kansas

Worked with City of Wichita in providing emergency response to LFG migration into mobile home park adjacent to closed Chapin Landfill. Identified safety measures for immediate implementation, developed response plan to KDHE and developed long term remediation plan of active LFG collection system which has proven successful. Plan included investigation of voluntary destruction of methane for carbon credits.

Waste Management of Arkansas – Arkansas

Developed LFG extraction system for in waste and out of waste areas of the Tontitown Landfill to address leachate, LFG, and groundwater concerns. Lead design, permitting, and construction efforts for multiple projects.

Brooks Landfill – Wichita, Kansas

Prepared permit, final drawings, and associated cost estimates for vertical and horizontal LFG collection system at this 150-acre site. Provided ongoing assistance to support the LFG developer in well field modifications.

Cedar Rapids Landfill No 1 | US Bioenergy

Modeled LFG production on this site and a dozen other sites as part of refinancing due diligence efforts for LFG developers. Modeling included LFG projections and development of proforma to show projected revenues, cost and debt service payments for individual and combined sites. Performed site inspection and reported on condition of LFG collection system, flare and non-performing gas utilization equipment as part of multi-site report for developers in efforts to refinance portfolio of energy recovery projects.



O&M Sanitary Transfer and Landfill

DELAFIELD, WI

The site consists of an approximately 48-acre parcel, which is currently occupied by a vegetated-covered, historic landfill. The historic waste area encompasses approximately 42-acres and areas to the south contain a leachate collection system, a leachate loadout pad, and a blower and flare system.

Between 1955 and 1979, the Sanitary and Transfer Landfill in Delafield accepted waste material including municipal, commercial, and industrial wastes. In the late 1970's, a leachate collection and removal system were installed and operated. Over the last 20-30 years, the leachate collection system produces approximately 1 to 2.6 million gallons of leachate per year. Leachate is pumped from one collection manhole into a 10,000-gallon underground storage tank (UST). The leachate is pumped from the UST and disposed of at a nearby publicly owned treatment works (POTW) facility. Historically, the landfill had several migration issues of landfill gas including methane. In 1996, a gas extraction system was installed to prevent the migration of methane to nearby residents. Between 1996 and today, the landfill gas extraction system has undergone several modifications to improve the performance of the system to mitigate migration issues. Modifications included installation of new extraction points (and subsequent abandonment of old points), additional gas header piping, control valves and updates to gas condensate sumps and gas extraction well heads.

Due to the old age of the historic wastes, the gas generation potential of the waste is low and decreasing over time. To this day, however, methane migration remains an issue with nearby businesses and residences. Therefore, the landfill gas extraction system and leachate collection system are to be continued and must be monitored.

Terracon was retained to continue operation and maintenance associated with the landfill's gas extraction and flare system. Terracon is responsible for routine maintenance regarding the site's leachate collection system and landfill gas extraction system which includes a blower and flare system and air compressor. Monthly site visits are made to the landfill to monitor methane, carbon dioxide and oxygen values at 31 gas extraction wells, 8 header monitoring points and 24 monitoring probes. Real-time data acquisition obtained using a GEM-5000 allows Terracon to make same-day decisions to re-balance the extraction system. With this Terracon, can keep the extracted gas at optimum levels to keep the extraction system and flare system running continuously throughout the year. Semi annually, Terracon samples 6 offsite potable wells, 2 offsite groundwater monitoring wells and an onsite leachate well. Samples are analyzed for constituents in accordance with NR 507. Post sampling, Terracon tabulates water data to generate offsite potable well reports, semi-annual/annual reports, and upload data to the WDNR in a format compatible with WDNR's Groundwater and Environmental Monitoring System (GEMS) database.

CLIENT:

Wisconsin Department of Natural Resources (WDNR)

DATE:

July 2019 through present

FEE:

\$25,000

HIGHLIGHTS:

- ✓ Operation of a leachate collection system and landfill gas extraction system
- ✓ Routine maintenance of components associated with landfill gas extraction including a blower and flare system
- ✓ Real-time data acquisition of landfill gas data using a GEM-5000
- ✓ Semi-annual potable well, groundwater, and leachate sampling and reporting

N.W. MAUTHE SUPERFUND SITE – Appleton, Wisconsin



Terracon was retained from October 2011 through the present to provide environmental services associated with a groundwater treatment system at this site impacted primarily by hexavalent chromium and volatile

organic compounds (VOCs). Hard chromium electroplating and other metal plating operations were performed at the facility from 1960 to 1987. The site was added to the National Priorities List in 1989. Hexavalent chromium exists in groundwater at several orders of magnitude above groundwater cleanup standards.

Groundwater is extracted from two trenches located down-gradient of the source areas. Groundwater extraction is designed to control groundwater flow to minimize the amount of contaminated groundwater migrating from the site into residential areas. Formerly water was treated on-site to remove hexavalent chromium prior to discharge to the sanitary sewer under permit. Since 2006 the removed groundwater has met discharge limits without treatment. From October 2011 through June 2016, approximately 3,412,000 gallons of water were pumped through the facility.

Terracon’s responsibilities at the facility include operation and maintenance of the system, monthly compliance monitoring, periodic monitoring of the groundwater, and system redesign and optimization services. System redesign and optimization activities have involved evaluation and replacement of the pumps with new maintenance-free pumps, and replumbing the system discharge to reduce risk of exceeding discharge limits. Terracon’s efforts have reduced estimated lifetime system costs substantially.

CLIENT NAME

Wisconsin Department of Natural Resources

Contact: Jennifer Borski, Project Manager

CONTRACT VALUE

\$130,000

COMPLETION DATE

2011 through present

RELEVANT FEATURES

- ✓ Co-mingled Plume of Chlorinated Solvents and Hexavalent Chromium
- ✓ Operation and Maintenance of Groundwater System
- ✓ Monthly Compliance Monitoring
- ✓ Quarterly Groundwater Monitoring
- ✓ Investigation of Hexavalent Chromium in Soil on Residential Property





Terracon Will Be Incident and Injury-Free

Incident and Injury-Free (IIF) is about demonstrating care and concern for people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people, who we value for who they are and what they do.

Conducting our work safely means conducting our work in the only acceptable way. Incidents, injuries and accidents will not be viewed as problems to make go away, but as opportunities to strengthen Incident and Injury-Free.

We will nurture an Incident and Injury-Free workplace in which people work safely because of their personal belief that it is the right way to work, not to avoid punishment or comply with some rule. In our Incident and Injury-Free workplace, people know that working at risk jeopardizes everything and everyone they care for and value. We agree to coach each other in the promotion of safe work behavior, out of care and concern, without threat or personal affront. A person working at risk will not be considered a confrontation to avoid, but as an opportunity to share concern, build a relationship and grow our safety culture.

Incident and Injury-Free is about creating a future once believed impossible. It requires courage, trust and strong personal and organizational commitment. We will hold ourselves responsible not just for our own safety and wellbeing, but for that of everyone around us. We will all develop a mindset intolerant of any incidents or injuries no matter how minor or infrequent.

TERRACON ENVIRONMENTAL SERVICES FEE SCHEDULE
2025

I. PERSONNEL

A. Professional Staff

1.	Staff Professional	\$90.00 hour
2.	Senior Staff Professional	105.00 hour
3.	Project Professional	115.00 hour
4.	Project Manager	125.00 hour
5.	Project Manager II.....	145.00 hour
6.	Senior Project Manager	160.00 hour
7.	Principal/Senior Professional	190.00 hour
8.	Senior Principal	230.00 hour

B. Support Staff

1.	Clerical.....	\$70.00 hour
2.	Draftsperson	95.00 hour
3.	Administrative Project Manager	100.00 hour

II. EXPENSES/SUPPLIES/SUBCONTRACTED SERVICES

1.	Transportation	0.77/mile
2.	Packaging/Shipping	Cost plus 15%
3.	Subcontracted Services	Cost plus 15%
4.	Materials and Supplies.....	Cost plus 15%
5.	Analytical Laboratory Tests.....	Cost plus 15%
6.	Food/ Lodging.....	Cost plus 15%

III. TERRACON EQUIPMENT SCHEDULE

1.	Bailer (Disposable).....	\$15.00 Each
2.	Low Flow Pump	45.00 Daily
3.	Electric Water Level Indicator.....	35.00 Daily
4.	Water Quality Meter	200.00 Daily
5.	In-line 0.45 Micron Water Sampling Filter	25.00 Each
6.	Photoionization Detector (HNU or OVM).....	95.00 Daily
7.	Landfill Multi-Gas Meter	130.00 Daily
8.	Air Sampling Kit	250.00 Daily
9.	Moisture Test Kit.....	100.00 Daily
10.	Pressure Field Extension Kit.....	30.00 Daily
11.	Hand Auger Sampling Kit.....	100.00 Daily
12.	Sub-slab Insert.....	95.00 Each
13.	Drum.....	100.00 Each
14.	X-ray Fluorescence (XRF) Detector	250.00 Daily

AGREEMENT FOR SERVICES

This AGREEMENT is between City of Richland Center WI ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Richland Center LFs project ("Project"), as described in Consultant's Proposal dated 01/15/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: Terracon Consultants, Inc.
By:  Date: 1/22/2025
Name/Title: Edmund A. Buc / Department Manager, Environmental Services
Address: 4900 S Pennsylvania Ave, Ste 100
Cudahy, WI 53110-1347
Phone: (414) 423-0255 Fax: (414) 423-0566
Email: Edmund.Buc@terracon.com

Client: City of Richland Center WI
By: _____ Date: _____
Name/Title: Jasen Glasbrenner / Director
Address: 450 S Main St
Richland Center, WI 53581
Phone: _____ Fax: _____
Email: jasen.glasbrenner@richlandcenterwi.gov