



Stantec Consulting Services Inc.
12308 Corporate Parkway Suite 600
Mequon, WI 53092

June 2, 2025

Mr. Kevin Jump
City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

Mr. Jump,

Reference: Proposal for Environmental Assistance During Former Mayline Property Construction, 511, 517, 605, 619, 639, & 705 North Commerce Street; 1212 Center & 1134 Pennsylvania Avenue, Sheboygan, WI, Wisconsin; WDNR BRRTS #02-60-595166

Stantec Consulting Services Inc. (Stantec) prepared this proposal to assist with environmental activities associated with planned residential construction at the former Mayline Properties: 511, 517, 605, 619, 639, & 705 North Commerce Street; 1212 Center, and 1134 Pennsylvania Avenue, Sheboygan, Wisconsin (the Property). The Property consists of 12 parcels of land totaling approximately 6.41 acres located along or near the west bank of the Sheboygan River and is listed on the Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS) database as an open Environmental Repair Program (ERP) Case (case #02-60-595166).

Project Information

A redevelopment plan for the Property has been initiated and includes two phases. Phase I, set to begin in mid-May 2025, includes road realignment and reconstruction activities; grading and construction of an extension to the current County-owned bike path; and stripping, grading, and filling to create "pad ready" future building development areas by October 1, 2025. A remedial action plan (RAP) and materials management (MMP) was developed for the Phase I development area and was sent to the WDNR on March 31, 2025. Immediately following Phase I, the Property would be transferred to a private developer who intends to construct two five-story residential apartment buildings with first floor parking (i.e., Phase II). A RAP and MMP are currently being prepared by Stantec on behalf of the City and the developer.

Recently, the City requested a scope of work and cost for support during construction of the planned development. Our scope to satisfy this request is outlined below.

Scope of Work - Pre Construction

Soil Characterization of Rip Rap Area Along Sheboygan River

Based on design plans, a shallow soil "cut", ranging from one to four feet below grade, along the west bank of the Sheboygan River is planned to create a walking trail and allow for the placement of rip rap for erosion control. This is likely to generate approximately 200 cubic yards of soil that may require landfill disposal. To properly characterize the soil for landfill disposal, Stantec will use hand tools to collect up to five

Reference: Proposal for Environmental Assistance During Malibu Apartment Construction, 1403 & 1435 S 7th Street, Sheboygan, Wisconsin

representative soil samples from along the riverbank along the eastern end of the Property. Collected soil will be composited into one sample to be analyzed for Protocol B analysis.

Following receipt, Stantec will prepare a waste profile for GFLs Hickory Meadows landfill in Hilbert Wisconsin and submit for their review.

Preparation of Monitoring Plan for Operation of Sub-Slab Vapor Mitigation System

Berghammer, the general contractor representing the developer, is in the process of selecting a contractor to design a sub-slab vapor mitigation system to address WDNR concerns for the migration and potential intrusion of chemical vapors into proposed buildings. The system will likely be designed to operate passively or actively with an electric blower to intercept and remove vapors prior to intrusion into the building. In conjunction with the vapor mitigation system design, a post construction vapor monitoring plan will be required to assess vapor conditions during operation of the vapor mitigation system in its passive state. Stantec will prepare a vapor monitoring plan in general compliance with WDNR requirements. The goal of the plan will be to assess the presence of vapors beneath the structures so a determination can be made regarding the passive or active nature of the vapor system. Once complete, the monitoring plan, along with a copy of the proposed system design, will be submitted to the WDNR for review and comment.

Scope of Work - During Construction

Field Observation during Construction

During construction activities, Stantec personnel will be on-site periodically to observe, document, and guide the excavation and off-site disposal of residual contaminated soil as outlined in the Phase I RAP/MMP and the future Phase II RAP/MMP, the placement of WDNR approved fill materials, and the installation of capping materials to ensure it adheres to the RAP. Further soil sampling is not planned as part of construction. In addition, Stantec would coordinate with the selected sub-slab vapor mitigation system installer to be on-site during key times when the system is being installed. All activities will be under the supervision of a Stantec WDNR-Certified Hydrogeologist, a professional geologist, and/or a professional engineer registered to practice in the state of Wisconsin.

Prepare Construction Documentation Report

Following completion of planned development activities, one report will be prepared to document the results of remedial activities, documenting construction activities associated with Phase I and II. The report will incorporate information from Stantec observations and information provided by the general contractor and will include disposal documentation provided by the landfill. Information related to the installation of the sub-slab depressurization systems will also be included. Following your approval, the report will be submitted to the WDNR for review.

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Probable Cost and Schedule

Due to the variable nature of this type of work, the project will be performed on a time-and-materials basis. The probable cost to complete the proposed work plan is **\$51,812**. The amount of work necessary to complete the project will depend upon site conditions and the level of service requested. The probable costs are itemized below.

Soil Characterization of Rip Rap Area Along Sheboygan River

Sampling and Landfill Coordination	\$ 4,036
Analytical Services	\$ 1,320

Preparation of Monitoring Plan for Operation of Sub-Slab Vapor Mitigation System \$ 3,653

Oversight and Documentation of Construction and Capping Activities

Construction Field Observation ¹	\$ 31,380
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Prepare Construction Documentation Report \$ 11,423

Probable Total Cost **\$51,812**

Notes:

¹ It is our understanding that planned construction and capping activities will take over a year to complete. For the purpose of this cost estimate, we anticipate that Stantec personnel will be periodically on-site up to an estimated 160 hours throughout the duration of the project to oversee and document site conditions and assist with environmental issues related to construction. In addition, Stantec has included up to 18 hours of project management time to be billed on an hourly basis. Mobilization to and from the Site is included in this estimate. Any additional time needed for oversight will be handled as an amendment to the PSA. Budgetary updates can be provided as needed or desired.

The probable cost includes labor, supplies, rebillables, and commodity services (laboratory analysis and drilling) necessary to complete the described work plan activities. The work will be performed on a time-and-materials basis. Stantec will not exceed the authorized amount without prior written approval. Additionally, budgets are estimates, and we reserve the right to reallocate budget between the subtasks and services listed for actual work performed but will not exceed the total estimated fee without written approval.

Supplemental Assumptions

- The proposed work includes subsurface work. The excavation contractor(s) are responsible for contacting public utility locating services (e.g., Diggers Hotline and local municipalities) and making a good faith effort to locate underground improvements that could be damaged by the proposed work. Since the owner or operator of the site usually has the most detailed knowledge of the type and locations of such improvements, the owner/operator will be called upon to assist in locating buried improvements. Consequently, the owner/operator will be requested to review the proposed work to ensure that damage is not done to structures. The owner may also be requested to sign an

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agreement affirming that the drilling and excavation contractors have made conscientious efforts to avoid damaging buried improvements. Stantec will not be held liable for damaging buried improvements/appurtenances.

- Client and regulatory correspondence and meetings not specified herein will be provided as supplemental services, if desired. In addition, any technical review or assistance fees required by WDNR are not included in the probable costs. We assume the City will pay these fees directly to WDNR.
- Vapor sampling is not included in this proposal and will be provided in a change order once the monitoring plan is complete.
- Preparation of a case closure submittal (using Form 4400-202) is not included in this proposal and will be provided in a change order following construction activities.
- No laboratory analysis is planned during excavation or active construction. If soil or groundwater analysis is needed, costs will be billed as a unit rate per sample. Stantec can provide pricing for analytical services to the City, if/when needed.
- All work at the site will be performed by trained personnel in conformance with 40 CFR 1910.22. Based on the current conditions, we anticipate that work will proceed under Environmental Protection Agency Safety Level D conditions. A site-specific health and safety plan will be prepared before implementing the work. This safety plan will include general information about the site, waste characteristics, safety characterization, an emergency response plan, and emergency routes. Additionally, the safety level will be continuously monitored and revised as necessary based on the conditions encountered.
- This proposal does not include any subcontractor fees associated with soil excavation, trucking, or soil disposal costs.

Payment Terms & Conditions

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

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

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

The terms and conditions for the work proposed by Stantec will be governed by the enclosed City of Sheboygan Standard contract which has been reviewed and amended by both parties. If you find the proposal acceptable, please provide written authorization which must be received before initiation of project work. Any additional work will be handled as an amendment to the standard contract. The above-stated fee proposed for this scope of services is valid for 30 days from the date of this proposal.

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If you have any questions, or require any additional information, please call me at (262) 643-9159 or Jeff Brand at (920) 278-3208. We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read "Stu Gross", positioned above a thin red horizontal line.

Stu Gross
Senior Project Manager
Phone: (262) 643-9159
Stu.Gross@stantec.com

A handwritten signature in blue ink, appearing to read "Jeff R. Brand", positioned above a thin red horizontal line.

Jeff Brand
Environmental Scientist
Phone: (920) 278-3208
Jeff.Brand@stantec.com

Attachment: City of Sheboygan Standard Contract

City of Sheboygan Standard Contract Terms
General Service Agreement
(Non-Construction)

The City's standard terms and conditions supersede any conflicting provisions within the contract.

1. **STANDARD OF CARE.** Contracting Party agrees that the performance of services pursuant to the terms and conditions of this Agreement shall be performed in a manner consistent with the degree and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances providing like services. This Standard of Care is the sole and exclusive Standard of Care that will be applied to measure Contracting Party's performance. Upon notice to Contracting Party, Contracting Party will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. Contracting Party agrees to follow all applicable federal, state, and local laws, regulations, and ordinances, and all provisions of this Agreement.
2. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
3. **SCOPE OF WORK.** Contracting Party agrees to provide all labor, materials, equipment, transportation, appliances, and services necessary to complete all work identified or reasonably inferred from the Scope of Work document attached and/or incorporated into the Agreement. Contracting Party shall be responsible for obtaining all applicable permits and paying applicable permit fees prior to commencement. The scope of work set forth in this Agreement is based on facts known at the time of Agreement execution. As the project progresses, if facts are discovered that suggest a change of scope is warranted, the parties shall provide a written amendment to the Agreement before such change is recognized.
4. **MEANS AND METHODS.** Contracting Party shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. Contracting Party must employ, as much as possible, such methods and means in carrying out the work as will minimize disruption to City operations. Unless specifically included as a service to be provided under this Agreement, the City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
5. **APPROPRIATION OF FUNDS.** Notwithstanding any other provision of the Agreement and pursuant to Wis. Stat. § 65.06(1), if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full. The City shall provide notice to Contracting Party in the event the City fails to appropriate funds, and in such event Contracting Party's obligations under the Agreement shall immediately cease, except for completion of any services paid in advance if any.

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6. **SCHEDULE OF PAYMENTS.** The City shall remit payment to Contractor within not less than thirty (30) days of itemized invoice receipt. Such itemization shall include labor costs, the Contracting Party's direct expenses, including subcontractor costs, the hours worked by Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The City shall not make payment for any unauthorized work or expenses.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work.

7. **TAXES, SOCIAL SECURITY, INSURANCE, AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the Contracting Party's sole responsibility. The City is a tax- exempt entity and as such, shall not be required to pay sales tax by execution of a contract.
8. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, insurance coverage, as applicable, consistent with that set forth in Exhibit A.
9. **INDEMNIFICATION & HOLD HARMLESS.** To the extent authorized by law, Contractor hereby agrees to indemnify, and hold harmless (but not defend) the City of Sheboygan, its elected and appointed officials, officers, employees, and representatives, from and against any and all actions, damages, liabilities, interest, reasonable attorneys' fees, costs, in any manner directly to be caused, occasioned, or contributed to by reason of any negligent act, omission, fault, or negligence, of Contractor or its agents or anyone acting under its direction or control or on its behalf arising out of, or in connection with, or relating to this Agreement. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of Sheboygan, its elected and appointed officials, officers, employees, agents, representatives, or authorized volunteers. Nothing in this Agreement shall be construed as the City of Sheboygan waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.
10. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, the City of Sheboygan shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs,

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reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of the City, become the property of the City. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to the City for damages sustained by the City by virtue of this Agreement by the Contracting Party, and the City may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to the City from the Contracting Party is determined. The Contracting Party may terminate this Agreement upon ten (10) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the Contracting Party's invoices will be considered a material breach of this Agreement.

11. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by the City pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by the City.
12. **USE OF CITY PROPERTY.** Any property belonging to the City being provided for use by the Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations, or additions shall be made to the property unless otherwise authorized by this Agreement.
13. **INDEPENDENT CONTRACTOR.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
14. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
15. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

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(Non-Construction)

16. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the City. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
17. **NO WAIVER.** The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
18. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
19. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to the City.
20. **IMPLEMENTATION SCHEDULE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be mutually agreed upon by the City and Contracting Party. The City Administrator, or in their absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.
21. **ACCESS TO RECORDS & OPEN RECORDS LAWS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. The City, or any of its duly authorized representatives, shall have access, at no cost to the City, to such books, records, documents, papers or any records, including electronic records, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Contracting Party understands that the City is bound by the Wisconsin Public Records Law and, as such, this Agreement is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be

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maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
23. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.
24. LIMIT OF LIABILITY. The total amount of all claims the City may have against the Contracting Party under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$250,000. As the City's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the Contracting Party and not against any of the Contracting Party's employees, officers or directors.

Neither the City nor the Contracting Party shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.