

14-1090

May 19, 2014

Jim
5-19-14

CITY OF
MANITOWOC

David Less
City Planner

To: Mayor and Common Council

From: David Less, City Planner

**Subject: Proposed Site Assessment Grant (SAG) Application for 1512
Washington Street a/k/a Former Mirro Plant 9**

Dear Mayor and Common Council:

As you know, the City, over the past few years, has been involved in site assessment work performed at the former Mirro Plant 9 complex on Washington Street. To date, various studies have been done under Wisconsin DNR and U.S. EPA guidance regarding the assessment of the environmental condition of the property. To complete the assessment work required by the Wisconsin DNR on the remaining buildings comprising this complex and in conjunction with the property owner, we are proposing filing an application for a Site Assessment Grant (SAG) through the Wisconsin Economic Development Corporation (WEDC).

The preparation of this application, and assistance in the administration of the grant, if funded, would be through a contract with Symbiont (attached); the City's qualified environmental professional under the 2011 U.S. EPA Community Wide Assessment Grant. The attached Resolution is on Monday's Council agenda for your affirmative action. There is no cost to the City under this proposal.

As such, I am recommending that the Council adopt the following recommendations regarding the SAG application:

1. The Council authorize the filing of an application for SAG monies for the property at 1512 Washington;
2. The City Planner be authorized to sign the Symbiont proposal to move forward with the preparation of the SAG application; and



OFFICE OF CITY PLANNING
CITY PLAN COMMISSION



3. Adopt the Resolution which is on your agenda as a separate document, and to implement the instructions and authorizations contained in that document.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'David Less', written over the typed name.

David Less
City Planner

Attachments



Mr. David Less
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

May 14, 2014

**RE: Proposal to Prepare and Implement a Wisconsin Economic
Development Corporation Site Assessment Grant for
1512 Washington Street (former Mirro Plant 9)
Manitowoc, Wisconsin
Symbiont Proposal No. 33448**

Dear Mr. Less:

Symbiont is pleased to submit this proposal to prepare and implement a Wisconsin Economic Development Corporation (WEDC) Site Assessment Grant (SAG) for completion of a ch. NR 716 WAC site investigation at the former Mirro Company (Mirro) Plant 9 property located at 1512 Washington Street in Manitowoc, Wisconsin (herein referred to as the "Site" or "Property").

The purpose of the proposed scope of work is to apply for and receive grant funding for an environmental site investigation that will address concerns detailed by the Wisconsin Department of Natural Resources (WDNR) in a letter dated January 15, 2013. Symbiont previously developed a Sampling and Analysis Plan (SAP) for this Site Investigation (SI) in March 2013 utilizing funding from the United States Environmental Protection Agency (USEPA) Community Wide Assessment Grant the City of Manitowoc (City) received; the plan was approved by the USEPA on March 19, 2013.

The proposed scope of work is further described in the following sections:

- Site Description and Background.
- Scope of Work.
- Scope and Report Limitations.
- Schedule.
- Budget.

SITE DESCRIPTION AND BACKGROUND

The Site is located at 1512 Washington Street in Manitowoc, Wisconsin, consists of one (1) parcel of land approximately 3.72 acres in size (Figure 1), and is owned by EJ Spirtas Manitowoc, LLC (Owner). The Site is located in a mixed industrial, commercial, and limited residential area. The Plant 9 complex occupying on the site is comprised of approximately 17 buildings of various heights and ages coupled together and occupy an entire city block between Franklin and Washington, and South 15th and South 16th Streets. The Owner is in the process of dismantling and demolishing several of the buildings at the Site. The remainder of the Site includes sidewalks and paved loading

docks entries with no vegetation noted. The Site is serviced with municipal water and sewer service. Historically, the Plant 9 complex was steam heated with natural gas fired boilers, and electricity was available through Manitowoc Public Utilities. These services have been disconnected.

The parcel the Site occupies is described as follows:

Street Address	Tax ID	Lot Size (acres)
1512 Washington Street	052-000-246-000.00	3.72

The Site is currently unoccupied with no industrial operations occurring. The Mirro Company (a division of Newell-Rubbermaid) used the Site to manufacture various aluminum products including cookware from 1898 to 1986. Manufacturing operations on the Site ceased in 1986; however, Mirro kept its corporate and engineering offices in the building until 2001, which is when the building was vacated.

Environmental Concerns

A number of previous environmental assessments have been completed at the property including:

- *Phase I Environmental Site Assessment, STS Consultants, LLC, June, 2003.*
- *Phase II Environmental Site Assessment, Earth Science & Technology, LLC, March, 2006.*
- *Phase I Environmental Site Assessment, AECOM (Formerly STS), January, 2009.*
- *Phase II Environmental Site Assessment, AECOM (Formerly STS), June, 2009.*
- *Building Inspection/Technical Directions Document, STN Environmental JV, December, 2009.*
- *Targeted Brownfields Assessment, Advanced Environmental Solutions, Inc. (AES), March, 2011.*

Based on the results of these previous investigations and assessments, Advanced Environmental Solutions, Inc. (AES) completed a Targeted Brownfields Assessment (TBA) of the Property in March, 2011. TBA activities included the completion of soil borings and the installation of monitoring wells to determine if soil and groundwater have been impacted by historic property usage. A summary of the findings reported in the TBA are as follows:

Soil

The following observations were noted with respect to the soil:

- Fill material, in general, was encountered to a depth of four (4) to eight (8) feet below grade at the Site.
- Fill material was documented to contain, brick, cement, wood, and ash.
- Analytical results for arsenic exceeded Wisconsin Department of Natural Resources (WDNR) criteria for Generic Residual Contaminant Levels (RCLs) for industrial direct contact throughout the Site.
- Trichloroethylene (TCE) was detected above WDNR Generic RCL criteria for both direct contact and volatile inhalation.
- Non-industrial direct contact RCLs were exceeded for polynuclear aromatic hydrocarbons (PAH) compounds.
- Polychlorinated biphenyls (PCB) compounds were detected in one soil samples, which contained Arochlor 1260 at 0.27 mg/kg (the laboratory MDL).

Groundwater

The following observations were noted with respect to the groundwater:

- Light non-aqueous phase liquid (LNAPL) was observed at two (2) sampling locations – one (1) near the PCB transformer oil drum area and one (1) in the paved drainage channel in the central portion of the building.
- Groundwater elevation contours indicate groundwater flow is towards the north at an average gradient of 0.02 feet per foot (ft/ft).
- Laboratory analytical data for volatile organic compounds (VOCs) and PAH compounds were below applicable WDNR enforcement standards (ESs) and preventive action limits (PALs) for all samples.
- Iron and manganese were detected above WDNR criteria.

Based on the TBA findings, AES concluded that remedial actions may be warranted to address potential risks from direct exposure to compounds of concern in the soil at the Site, which were mostly present in the fill material located beneath the building floor to a depth of approximately six (6) feet.

AES also concluded that the VOC and PAH compounds detected in the groundwater were either below method reporting limit (MRL) or detected at low concentrations, and

were not likely to be impacted by fill material, and it was not anticipated they would create an offsite / down gradient issue. As such, AES concluded that remedial actions were not warranted to eliminate risk to human health and the environment.

The WDNR representative, Annette Weissbach, stated in a letter dated January 15, 2013 (included as Attachment A) that additional WDNR and USEPA investigation activities were needed prior to the Owner proceeding with demolition or redevelopment activities at the Site. In an effort to assist the current site Owner with funding to complete the WDNR requested scope of work, the City of Manitowoc engaged Symbiont, under contract for implementation of the City's USEPA brownfields grant, to prepare a Sampling and Analysis Plan (SAP) to complete a (SI) which would address the WDNR's concerns at the former Mirro Plant 9 complex. The SAP was submitted to the USEPA in March 2013, and approved by Mr. Jon Peterson on March 19, 2013. Work described in the SAP was not completed with USEPA funds due to an outstanding payment owed to the City by the Owner. Outstanding payments have not been settled, but the City and Owner have agreed that a WEDC SAG is the most appropriate funding mechanism for the scope of work described in the 2013 SAP.

SCOPE OF WORK

As requested by WDNR, additional environmental due diligence is warranted to further assess prior Property use and current environmental conditions to facilitate planning for remediation and redevelopment. The source(s), magnitude, and extent of the identified release(s) should be further evaluated per ch. NR 716 WAC requirements and appropriate actions assessed to address Site impacts. In particular, sampling of perimeter wells and catch basins at the Site, as well as installation of additional soil borings and monitoring wells to delineate free product previously identified at the Site. A detailed scope of work is available in the 2013 SAP referenced above and summarized below.

Tasks 1-2 are associated with the preparation and management of a WEDC SAG. Tasks 3-12 are environmental assessment activities considered reimbursable under the WEDC SAG program.

Task 1 – Receipt of Funds from EJ Spirtas Manitowoc, LLC and Preparation of a WEDC SAG

Based on recent conversations with the City and the Owner, Symbiont is recommending that the City prepare a WEDC SAG application to complete the scope of work detailed in this proposal. By using the SAG, the Owner and City can complete the (SI) activities requested by the WDNR in January, 2013 and help facilitate the remediation and redevelopment of this prominent downtown Property.

Symbiont will complete a SAG application, which will include the following tasks:

- Clarification of Site eligibility.
- Writing the narrative proposal including the project scope.
- Preparing a budget for remedial activities.
- Clarification of liability issue.

Task 2 – WEDC Grant Management

To minimize the burden placed on the City to administer the SAG, Symbiont will assist the City by fulfilling the following applicable SAG administration requirements:

- Preparation and submittal to WEDC and WDNR of a revised work plan and a Site specific safety plan for Symbiont personnel; sub-contractors will be required to prepare a safety plan for their personnel based on their project approach.
- Preparation and submittal to the City of Manitowoc of WEDC grant reimbursement requests.
- Preparation and submittal to WEDC of semi-annual and final reports and assembling all required support documentation including, but not limited to: cancelled checks, invoices and the like as may be required by WEDC.
- The City Assessor will provide an appraisal report regarding Property value for the WEDC final report.
- Submittal of the SI report to the WDNR.
- Preparation and filing of any SAG contract extension requests, any amendments or modifications to the SAG project contract, and compilation of necessary Symbiont documentation-related for reimbursements and reports.
- Production of one (1) printed copy and one (1) CD of all plans and reports prepared by Symbiont for the project detail in this agreement.
- Compilation of any other reports or information as may be required by WEDC or WDNR to satisfy the terms and conditions of the SAG project contract.

Symbiont shall serve as the City's liaison for this project with the WEDC, WDNR, and any other state and federal agencies. Symbiont will be responsible for, and hold the City harmless from any project costs or cost over runs related to the implementation of the SAG.

Task 3 – Revised Work Plan

Based on comments received from the Owner, Symbiont will update the existing SAP. Edits to the SAP will be negotiated prior to submittal of the grant application, and may include optional scope of work services as detailed in Tasks 8 through 12. The finalized work plan will be submitted to the City, WDNR, USEPA, and WEDC for review prior to initiating any work at the Site.

Task 4 – Perimeter Monitoring Well Sampling

Symbiont will collect groundwater samples from the five (5) existing two (2)-inch groundwater monitoring wells installed at the perimeter of the Site (shown in green on Figure 2). Groundwater sampling will be conducted in accordance with NR 140 WAC requirements. Water levels will be recorded and wells will be purged prior to groundwater sampling. Groundwater samples will be placed into laboratory supplied containers, preserved as appropriate, and placed on ice in a sample cooler. The samples will be analyzed for VOCs, PAHs, and dissolved resource conservation and recovery act (RCRA) metals. Purged water will temporarily be stored in 55 gallon drums until it can be transported and disposed of offsite. Groundwater identification and sampling rationale are summarized in Table 1.

Task 5 – Free Product Investigation and Delineation

Based on results of previous Site assessments, two (2) areas of free product are identified at the Site: GP-4 and SB-5. The free product investigation will consist of installing up to 11 soil borings completed using direct push and/or standard auguring drilling techniques to approximately ten (10) feet below ground surface (bgs). Soil samples will not be collected from borings with visually identifiable free product present. Soil samples will be collected from borings on the perimeter of the free product areas (as identified in orange on Figure 2). Soil samples will be field screened, sampled and submitted for analysis of PAHs compounds, RCRA metals, and VOCs.

Soil samples will be collected continuously with four (4) to five (5) foot core or split-spoon samplers. These samples will be visually examined by Symbiont field geologists, and observations made of the general soil type (percentages of gravel, sand, silt, and clay), any visible layering, evidence of non-native fill materials (with estimated percentages of these materials contained in the soil matrix), and observations of staining, odors, and any other distinctive features. Pertinent observations noted during installation of the borings will be documented on the soil boring logs.

The exact quantity of soil samples collected will be determined in the field, and will target soils indicative of a suspected release. It is anticipated that up to two (2) samples will be collected from each boring to evaluate the vertical extent of contaminants, but if more than two (2) are needed, they will be performed under this agreement at no additional cost to the City. To ensure quality assurance, and quality control (QA/QC) for field sampling and laboratory handling procedures, one trip blank will be submitted with each

soil sample laboratory shipment and analyzed for VOCs. Soil boring identification and sampling rationale are summarized in Table 2.

The 11 soil borings will be completed as 1-inch diameter temporary groundwater monitoring wells. A sample will be collected from each of the wells installed within the free product areas to identify the type of product present. Newly installed monitoring wells will be developed and purged as necessary prior to sampling, thus allowing a volume of water more representative of the surrounding aquifer formation to enter the well. Field water quality parameters such as temperature, pH, dissolved oxygen, oxidation/reduction potential, and specific conductance will be measured on the evacuated purge water. The well may be purged using the following methods: a peristaltic pump, a low-flow *Micro-Purge Sampling System* (or equivalent), a *Voss* disposable polyethylene bailer (or equivalent), or a *Waterra* hand pump (or equivalent) or similar equipment. Non-disposable purging equipment will be decontaminated, as appropriate.

Groundwater samples will be collected in accordance with Chapter NR 140, WAC. To provide QA/QC for field sampling and laboratory analytical procedures, one trip blank will be submitted with each laboratory shipment and analyzed for VOCs. Groundwater samples will be collected and analyzed from the remainder of the 1-inch wells based on the results of the free product analysis; parameters may include VOCs, PAHs, dissolved RCRA metals (field-filtered) and/or PCBs. The locations of the monitoring wells are illustrated in pink in Figure 2. Sampling rationale and laboratory analytical parameters are summarized in Table 1.

The horizontal and vertical location of the top of ground surface at each soil boring and temporary will be surveyed using either a sub-centimeter global positioning system (GPS) or a sub-meter GPS unit and laser level.

Task 6 – Sampling, Profiling and Delineation of PCB Impacted Concrete

Symbiont will prepare an addendum work plan, as requested by the WDNR in a March 17, 2014 email (Attachment B). This work plan will describe how and when the transformers and PCB-impacted concrete will be removed, and how verification testing will be completed to show that the PCB impacted concrete has indeed all been removed. The work plan will also include who is responsible for transporting the transformers for scrap steel, where the impacted concrete will be disposed of, and how many bulbs and ballasts are removed, and where they are taken for proper disposal (information will be provided by the Owner).

Symbiont will assist the Owner with waste disposal profiling of the PCB-impacted concrete and will collect wipe samples for PCB analysis from the remaining concrete and subsurface soil samples for PCB analysis after concrete removal has been completed by the Owner's demolition contractor. Symbiont will compile the data and provide the City and Owner with a letter report summarizing the results. The cost estimate includes collection and analysis of up to 25 samples.

Task 7 – Soil and Groundwater Sampling for PCBs

If PCBs are identified in the free product present at the Site, soil and groundwater samples will be collected for PCB analysis in accordance with methods described in Task 5. There will be up to 18 soil samples: two (2) from each boring and nine (9) groundwater samples may be collected, as appropriate.

Task 8 – Loading Dock Catch Basin and Storm Sewer Investigation

The loading dock catch basin and storm sewer investigation will include sludge and liquid characterization. The investigation will consist of collecting a grab sample of sludge and liquid present in the catch basins, the two (2) pipes present in the catch basin, and the nearest storm sewer manhole located in South 16th Street. Any other catch basins located within the other loading docks will also be sampled, if appropriate. Sludge and liquid samples will be collected and analyzed for VOCs, PAHs, RCRA metals, and PCBs. The sample locations are illustrated in Figure 2. Sampling rationale and laboratory analytical parameters are summarized in Tables 1 and 2.

Task 9 – Asbestos and Lead Based Paint Survey

Based on previous building investigations, it has been documented that ACMs and lead-based paint or sealers are present at the Site. Symbiont will conduct a limited ACM and lead-based paint survey of the remaining buildings, if it is determined that the existing survey is inadequate. The limited survey will include documenting significant changes to the location and/or condition of the ACM since the 2009 STN environmental report was completed, as well as any reports filed by the Owner with WDNR and/or USEPA regarding ACM and/or lead based paint abatement activities that have taken place at the Site. The 2009 report indicated one (1) sample was collected from a gray wall mastic, which covers the entire north and west side of building (Sample ACM-206 in the STN Environmental JV Building Inspection Report); the results (positive 5% Chrysotile) of this sample will be verified. USEPA and WDNR guidelines require collection of one (1) to seven (7) samples of each type of homogeneous suspected ACM material. Samples of each homogeneous area will be analyzed until all samples are <1%, or one (1) is >1% asbestos. Point count analysis may be performed if any friable ACM or layer is identified with <10% content, as required by Wisconsin NR 447. Alternatively, the material may be assumed to be ACM containing without further analysis. It is estimated that up to 20 samples will be collected and analyzed with ten (10) assumed to be point counted. The total quantity of samples will be determined in the field during sampling activities.

Asbestos Containing Materials (ACM)

The ACM inspection will include the following:

- Identification of suspect material, including estimated amounts.

- Determination of homogeneous materials (those of the same age, color, and texture).
- Identification of presumed ACMs, including estimated amounts.
- Description of the condition of suspect materials.
- Description of the locations of suspect materials.
- Identification of sampling locations.
- Sampling of suspect material per regulatory guidance.
- Preparation of an asbestos survey report with analytical data.
- Cost estimate for removal and dispersal of the asbestos.

Lead-Based Paint

Any buildings constructed prior to 1978, and which has painted surfaces should be assumed to have lead-based paint, unless otherwise documented through testing. Lead-based paint was banned for residential use in 1978, but may have been used in other applications as late as 1990. Lead-based paint is generally not a concern for demolition, except in areas where the paint is loose, and flaking with the potential to become detached during demolition. Symbiont will supplement the existing lead-based paint survey that was conducted by STN in 2009 to include assessment of the building(s) ceilings. The assessment will be conducted to meet all applicable local, state and federal regulations. It is estimated that 20 lead samples will be analyzed for lead content. However, the total quantity of samples will be determined in the field during sampling activities. Alternatively, an x-ray fluorescence (XRF) analyzer will be utilized to screen for lead-based paint in accordance with the QAPP.

If an XRF instrument is utilized, measurements at or over 0.7 mg/cm² will be considered as having lead based paint in accordance with s. 254.11(8), Wis. Stats., and s. HFS 163.03(61), WAC.

Prior to each use, the XRF instrument will be calibrated by the XRF operator. Calibration will be performed in addition to the instrument manufacturer's recommended warm up and quality control procedures. The calibration check readings will be performed with the use of a lead (Pb) paint film standard reference material.

The lead-based paint survey will provide the following information:

- Identification of lead-bearing materials that will require proper disposal.
- Estimation of the quantities of lead-bearing materials.
- Identification of disposal requirements, if any.
- Cost estimate for the removal and disposal.
- Final inspection report.

Task 10 – Records Review, Additional Soil and 2-inch Groundwater Monitoring Well Sampling based on results of Tasks 1-9

To facilitate the eventual redevelopment of the Site, Symbiont will conduct a review of reports and correspondences contained in WDNR and USEPA files. Files will be copied, scanned, and included on CD-ROM as an appendix to the SI report. Symbiont will target documents/reports that describe and characterize residual impacts to soil and groundwater that may complicate or significantly restrict the demolition sequencing of the Site structures. Symbiont's file review will include a summary of soil and/or groundwater laboratory analytical data. Symbiont will also delineate areas of the Site likely to require significant material management during the demolition process. Maps, prepared by others, illustrating the location(s) of residual impacts will be digitized and georeferenced into a Geographic Information System (GIS) database and comprehensive maps focused on the Site will be included in the Site investigation report.

Based on historical data, recommendations for any additional soil or groundwater samples, which may be required to develop a comprehensive Remedial Action Plan for the Site, will be made. The scope of work includes installation of up to 15 soil borings, eight (8) groundwater monitoring wells (2) inches in depth, and the collection of associated soil and groundwater samples.

Task 11 – Comprehensive Site Investigation Report

The SI report will enable the refinement of the conceptual Site model including the physical subsurface conditions and contaminant sources, as well as document the location and type of building materials of environmental significance that may require special handling or disposal procedures in preparation for building demolition or major renovation activities at the Site. The report will consist of the following key items:

- Executive summary
- General Site information
- Background information
- Methods of investigation
- Results
- Conclusions and recommendations
- Visual aids (tables and figures)
- Photo documentation (appendix)
- Well and borehole documentation (appendix)
- Legal descriptions and parcel identification numbers (appendix)
- Geographic position (appendix)

The report will include laboratory analytical reports, soil boring logs, field PID data, water level data, tables summarizing analytical results for soil and groundwater, as well as the building materials. The results of the samples will be compared to WDNR standards,

maps of boring locations, and water table maps per the outline above to meet Chapter NR 716 WAC, and/or other state and federal regulatory requirements.

Task 12 –Remedial Action Options Report

Based on the results of the comprehensive SI and the historical investigations, Symbiont will prepare a Remedial Action Options Report for the Site. This report will include, at a minimum, three (3) remedial options, and include cost estimates and implementation feasibility analysis for each option.

SCOPE AND REPORT LIMITATIONS

The analysis, comments, and recommendations presented in the written reports will be based on the information collected as discussed in this proposal. Please note that Symbiont does not warrant the work of regulatory agencies, or other third parties supplying information used in the preparation of the report.

Symbiont's services will be performed in a manner consistent with generally accepted practices of the professional undertaken in similar studies in the same geographic area during the same period. Symbiont makes no warranties, express or implied, regarding its services, findings, conclusions, or recommendations.

Findings, conclusions, and recommendations resulting from these services will be based upon information derived as of the date of onsite activities and other services performed under this scope of work; such information is subject to change over time.

SCHEDULE

Work on Task 1 can begin upon notice-to-proceed, and is anticipated to take one (1) week to complete. Based on previous experience with the WEDC, SAG award determinations take approximately six (6) to eight (8) weeks. Symbiont understands that completion of Tasks 3-12 will be dependent on award of the WEDC SAG. An approximate project schedule is presented below assuming a notice-to-proceed is received on May 23, 2014.

Scope of Work	Completion Date
WEDC SAG Application Submittal	May 30, 2014
Notice of Award	~June 15, 2014
Field Work	July 1, 2014
Site Investigation Report	October 15, 2014
Remedial Action Options Report	November 15, 2014

BUDGET

The total budget for Tasks 1-12 is estimated at \$120,000. WEDC SAGs generally require a 50% match by the City or Owner. Based on conversations with WEDC, the Owner would be able to apply recent and future asbestos and demolition expenditures toward the 50% match. As such, if the SAG is awarded, the Owner will be responsible for providing the City with receipts for asbestos and demolition work previously or currently being completed, as well as a check for programmatic expenses (Task 2), before any work will be conducted at the Site. Should WEDC require additional capital into the project, above the level specified herein, that contribution shall be the sole responsibility of the Owner, and shall be provided in full to the City prior to initiating any work activity on the site. The budget is further summarized in the following table.

Contracting Entity / Funding Source	Compensation Amount
WEDC SAG	\$113,756
City of Manitowoc USEPA Brownfield Community Wide Site Assessment Grant	\$ 1,634
EJ Spirtas	\$ 4,610

Symbiont will contract solely with the City for the work. Symbiont will perform the work on a time-and-expense basis in accordance with Symbiont's standard rates in effect at the time the work is performed. Symbiont will only charge for services rendered, and Symbiont will not invoice the City for more than the amount of available grant funds provided to the City by WEDC through the SAG program, or funds provided to the City by the Owner for match of the WEDC SAG. Symbiont will keep the City apprised of the project status and budget. The estimated compensation breakdown by task is provided for informational purposes only; the not-to-exceed cost applies only to the total estimated project costs.

The City shall only be responsible for payments to Symbiont upon execution of a grant agreement with the WEDC for the project. Symbiont understands that the project is contingent on the City receiving the required match funds from the Owner and award of the WEDC SAG. Symbiont will communicate any adjustments as the work progresses and modifications to the Scope are deemed necessary by both parties.

The budget table below summarizes allowances for each of the probable scope of work tasks described; however the actual scope of work and associated costs will be determined based on the results of reviewed of historical reports and in-field observations. Symbiont will work closely with the City to determine the highest and best use of grant funds throughout the project duration.

Task	SCOPE FOR WEDC GRANT	LABOR	REIMBURSABLE EXPENSES	SUBCONTRACT OR EXPENSES	TOTAL COSTS
1	Preparation of a WEDC SAG				
Subtotal		\$0	\$0	\$0	\$0
2	WEDC Grant Management				
Subtotal		\$4,280	\$330	\$0	\$4,610
3	Revised Work Plan				
Subtotal		\$1,524	\$110	\$0	\$1,634
4	Perimeter Monitoring Well Sampling				
Subtotal		\$3,132	\$467	\$1,140	\$4,739
5	Free Product Investigation and Delineation				
Subtotal		\$6,425	\$770	\$12,013	\$19,208
6	Sampling, Profiling and Delineation of Two Transformers and PCB Impacted Concrete				
Subtotal		\$10,146	\$110	\$1,513	\$11,769
7	Soil and Groundwater Sampling for PCBs				
Subtotal		\$2,136	\$250	\$2,100	\$4,486
8	Loading Dock Catch Basin and Storm Sewer Investigation				
Subtotal		\$1,482	\$55	\$1,887	\$3,424
9	ACM / Lead-Based Paint Assessment				
Subtotal		\$2,402	\$83	\$11,330	\$13,815
10	Records Review, Additional Soil and 2-inch Groundwater Monitoring Well Sampling based on results of tasks 3-9				
Subtotal		\$15,447	\$1,980	\$17,522	\$34,949
11	Comprehensive Site Investigation Report				
Subtotal		\$14,488	\$440	\$0	\$14,928
12	Remedial Action Options Report				
Subtotal		\$6,000	\$440	\$0	\$6,440
TOTAL PROJECT COSTS		\$67,462	\$5,034	\$47,504	\$120,000

The cost estimate provided above does not include funding for disposal of any soil, groundwater, or concrete. The Site Owner will be responsible for transportation and disposal costs; Symbiont will assist the Owner with waste profiling to facilitate disposal.

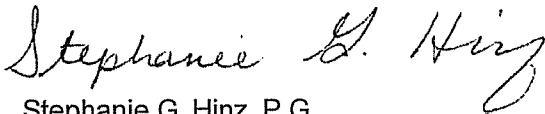
TERMS AND CONDITIONS OF AGREEMENT

Contract Terms and Conditions have previously been established between Symbiont and the City of Manitowoc; a copy is included as Attachment C. Please indicate your acceptance of this proposal and these Terms and Conditions by having an authorized representative sign one copy and return it to Symbiont.

Thank you for the opportunity to provide you with this proposal. Please call if you have any questions regarding this proposal or require additional information.

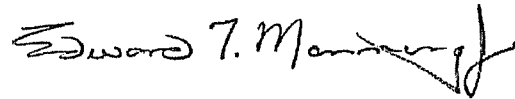
Sincerely,

SYMBIONT®



Stephanie G. Hinz, P.G.
Project Manager

SYMBIONT®



Edward T. Manning, Jr., P.E.
President

PROPOSAL 33448 ACCEPTED BY:

CLIENT: _____

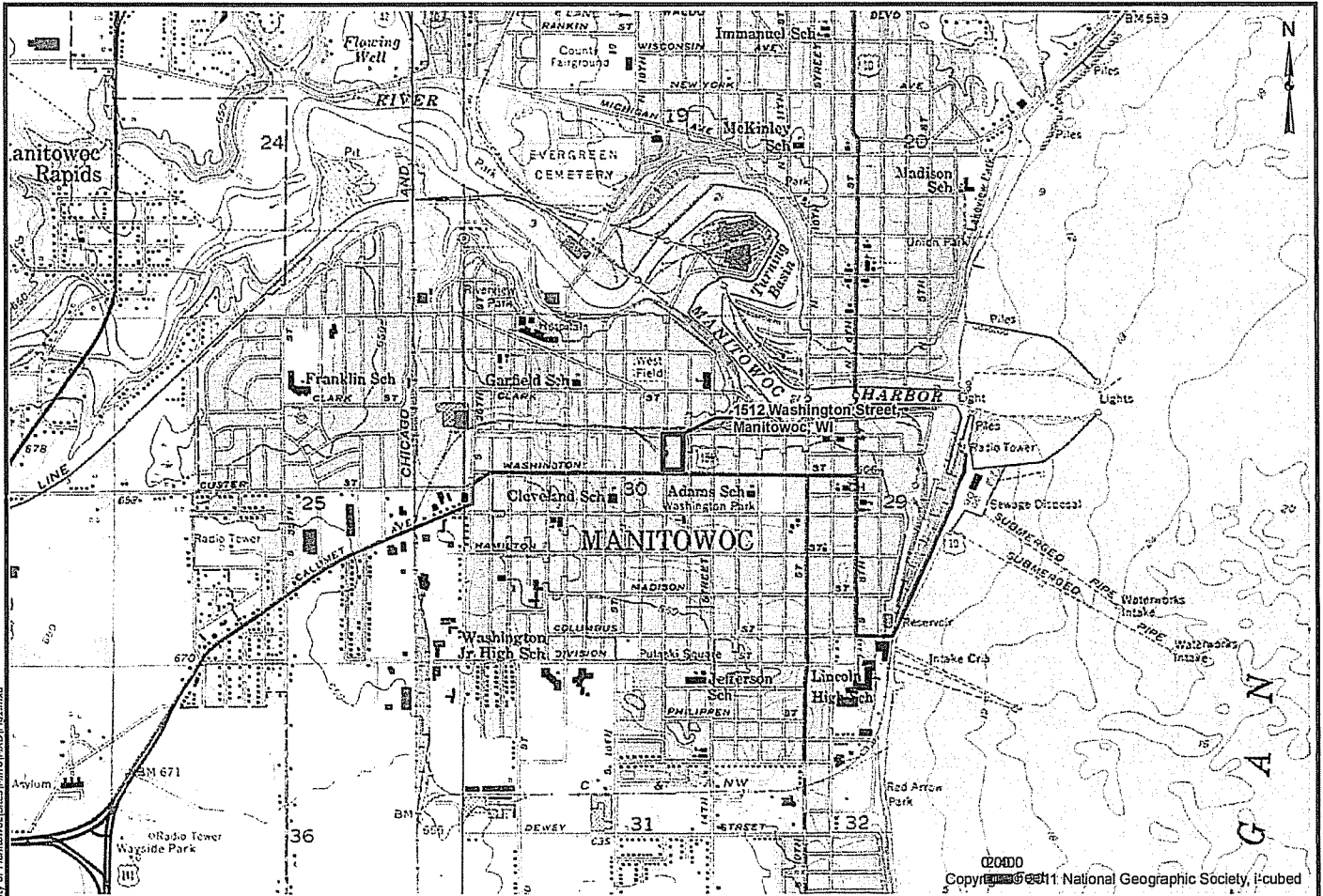
SIGNATURE: _____

TITLE: _____


DATE: _____

Symbiont considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Symbiont's prior written consent.

FIGURES



Path: G:\Projects\City of Manitowoc Sites\Mirro\Mirro\Map1.mxd


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 Suite 3440
 West Allis, Wisconsin 53214
 414.291.8840
 FAX 414.291.8841

DSGN: EKG	CHK: TAR
DR: DH	APVD: TAR

CITY OF MANITOWOC
 U.S. EPA BROWNFIELDS
 GRANT IMPLEMENTATION
 MIRRO PLANT #9
 1512 WASHINGTON STREET

FIGURE 1
SITE LOCATION MAP

SCALE	1 Inch = 2,000 Feet
DWG	1
DATE	MARCH 2013
PROJ	
NO.	W111086

TABLES

TABLE 1
 SCOPE OF WORK REQUIREMENTS
 1512 WASHINGTON STREET FORMER MIRRO BUILDING NO. 9
 MANITOWOC, WISCONSIN

	USEPA Eligible	Client Required
1	One round of sampling at perimeter wells to determine if impacts are migrating off-site	Removal of remaining fluorescent bulbs and ballasts
2	Determine the degree and extent of free product	Follow proper guidelines and regulations to fully decommission the building
3	Sample collection and analysis of any accumulated liquids and solids in the loading dock catch basin and the nearest manhole connecting to the storm sewer	Track and report diverted materials using WasteCap Trace
4	Complete building inspection for current determination of necessary remaining abatement	Submit notification (4500-113) to the WDNR for the remaining abatement work and demolition
5		Compliance with the US EPA June 2011 Scope of Work for the PCB spill and abandoned waste CERCLA violations

TABLE 2
PROPOSED LABORATORY ANALYSES FOR SOIL
1512 WASHINGTON STREET FORMER MIRROR BUILDING NO. 9
MANTOWOC, WISCONSIN

Boring ID	Estimated Soil Boring Depth (ft)	Estimated Sample Depth (ft)	Rationale	PAHs ¹	VOCs ²	RCRA Metals ³	PCBs ⁴
1512 Washington Street - Former Mirror Building No. 9							
Free Product Delineation Near Previously Sampled SB-5							
SB-101	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-101 will evaluate soil quality in the area near SB-5 where free product has been historically detected to determine the level of contamination.	2	2	2	2
SB-102	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-102 will evaluate the degree and extent of free product observed near SB-5.	2	2	2	2**
SB-103	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-103 will evaluate the degree and extent of free product observed near SB-5.	2	2	2	2**
SB-104	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-104 will evaluate the degree and extent of free product observed near SB-5.	2	2	2	2**
SB-105	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-105 will evaluate the degree and extent of free product observed near SB-5.	2	2	2	2**
SB-106	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-106 will evaluate the degree and extent of free product observed near SB-5.	2	2	2	2**
Free Product Delineation Near Previously Sampled GP-4							
SB-107	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-107 will evaluate soil quality in the area near GP-4 where free product has been historically detected to determine the level of contamination.	2	2	2	2
SB-108	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-108 will evaluate the degree and extent of free product observed near GP-4.	2	2	2	2**
SB-109	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-109 will evaluate the degree and extent of free product observed near GP-4.	2	2	2	2**
SB-110	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-110 will evaluate the degree and extent of free product observed near GP-4.	2	2	2	2**
SB-111	10' (or 5' into the water table)	1 - Fill ¹ and 1 - Native	SB-111 will evaluate the degree and extent of free product observed near GP-4.	2	2	2	2**
Loading Dock No. 6 and No. 7 Catch Basin Evaluation							
SS-113	Surface sample	0.0-0.5'	SS-113 will evaluate the degree of contamination of solids in the loading dock No. 6 and 7 catch basin.	1	1	1	1
SS-114	Surface sample	0.0-0.5'	SS-114 will evaluate the degree of contamination of solids in Pipe No. 1 located in the loading dock No. 6 and 7 catch basin.	1	1	1	1
SS-115	Surface sample	0.0-0.5'	SS-115 will evaluate the degree of contamination of solids in Pipe No. 2 located in the loading dock No. 6 and 7 catch basin.	1	1	1	1
SS-116	Surface sample	0.0-0.5'	SS-116 will evaluate the degree of contamination of solids in other loading dock catch basins.	1	1	1	1
SS-117	Surface sample	0.0-0.5'	SS-117 will evaluate the degree of contamination of solids in other loading dock catch basins.	1	1	1	1
MH-114	Surface sample	0.0-0.5'	MH-114 will evaluate the degree of contamination in the manhole located outside the building downgradient from the loading dock No. 6 and 7 catch basin.	1	1	1	1
Estimated number of investigative samples to be analyzed				28	28	28	10
Quality Assurance/Quality Control (QA/QC) Samples							
Trip Blank	-	-	QA/QC Sample	0	2	0	0
SB-MS	-	-	Laboratory QA/QC sample.	2	2	2	2
SB-MSD	-	-	Laboratory QA/QC sample.	2	2	2	2
SB-FD	-	-	Assess the quality of the data and collection techniques.	2	2	2	2
Estimated number of QA/QC samples to be analyzed				6	6	6	6
Estimated number of samples to be analyzed				34	36	34	16

Notes:

- A soil sample will be collected from the interval with the highest PID reading, field observations (visual and olfactory), or at the fill/native soil interface. An additional sample from each boring will be collected at the termination of the boring or at the water table to evaluate the vertical extent of impacts. Samples are to be analyzed using EPA SW846 8260B.
 - The sample interval will be determined in the field based on observations (visual or olfactory) made by the geologist. Samples are to be analyzed using EPA SW846 8270 SIM.
 - A soil sample will be collected from intervals displaying evidence of anthropogenic waste/fill materials. Samples are to be analyzed using EPA SW846 8210.
 - A soil sample will be collected from intervals displaying evidence of anthropogenic waste/fill materials. Samples are to be analyzed using EPA SW846 8082B. If no sediment is present to be collected in the loading dock catch basin or the storm sewer manhole just north of the building (samples SS-113 and MH-114, respectively), PCB wipe samples will be collected in lieu of sediment samples. Wipe samples are to be analyzed using EPA SW846 4012.
- Lower elevation samples will be "held" by the lab and analyzed if higher elevation samples exceed WDNR RCLs.
- SB = Soil boring
FD = Field Duplicate
FI = Field
PCB = Polychlorinated Biphenyls
- MS = Matrix spike
MSD = Matrix Spike Duplicate
PAH = Polycyclic Aromatic Hydrocarbons
- QA/QC = Quality Assurance Quality Control
RCRA Metals = Resource Conservation and Recovery Act Metals
VOC = Volatile Organic Compounds
- * Sample should be from fill or soil that has visual impacts of suspected contamination.
** Samples at SB-102 through SB-106 and SB-108 through SB-111 will only be analyzed for PCBs if they are detected at SB-101 and SB-107, respectively.

TABLE 3
 PROPOSED LABORATORY ANALYSES FOR GROUND WATER
 1512 WASHINGTON STREET FORMER MIRRO BUILDING NO. 9
 MANITOWOC, WISCONSIN

Well ID	Estimated Well Depth (ft)	Rationale	PAHs ¹	VOCs ²	RCRA Metals ³	PCBs ⁴
1512 Washington Street						
Perimeter Monitoring Well Sampling						
MW-14	NA - Previously Installed	A groundwater sample will be collected from MW-14 to evaluate and quantify the potential migration of contaminants offsite in the southeast portion of the building.	1	1	1	1*
MW-15	NA - Previously Installed	A groundwater sample will be collected from MW-15 to evaluate and quantify the potential migration of contaminants offsite on the northeastern side of the building across 15th street.	1	1	1	1*
MW-16	NA - Previously Installed	A groundwater sample will be collected from MW-16 to evaluate and quantify the potential migration of contaminants offsite in the southeast portion of the building.	1	1	1	1*
MW-16A	NA - Previously Installed	A groundwater sample will be collected from MW-16A to evaluate and quantify the potential migration of contaminants offsite in the southeast portion of the building.	1	1	1	1*
MW-17	NA - Previously Installed	A groundwater sample will be collected from MW-17 to evaluate and quantify the potential migration of contaminants offsite in the southeast portion of the building.	1	1	1	1*
Free Product Delineation Near Previously Sampled SB-5						
TW-101	10' (or 5' into the water table)	TW-101 will be installed to evaluate the nature of free product previously detected at SB-5.	1	1	1	1
TW-102	10' (or 5' into the water table)	TW-102 will be installed to evaluate groundwater quality in the area near SB-5 where free product was historically detected in a temporary well.	1	1	1	1*
TW-103	10' (or 5' into the water table)	TW-103 will be installed to evaluate groundwater quality in the area near SB-5 where free product was historically detected in a temporary well.	1	1	1	1*
TW-104	10' (or 5' into the water table)	TW-104 will be installed to evaluate groundwater quality in the area near SB-5 where free product was historically detected in a temporary well.	1	1	1	1*
TW-105	10' (or 5' into the water table)	TW-105 will be installed to evaluate groundwater quality in the area near SB-5 where free product was historically detected in a temporary well.	1	1	1	1*
TW-106	10' (or 5' into the water table)	TW-106 will be installed to evaluate groundwater quality in the area near SB-5 where free product was historically detected in a temporary well.	1	1	1	1*
Free Product Delineation Near Previously Sampled GP-4						
TW-107	10' (or 5' into the water table)	TW-107 will evaluate the nature of free product previously detected at GP-4.	1	1	1	1
TW-108	10' (or 5' into the water table)	TW-108 will evaluate the nature of free product previously detected at GP-4.	1	1	1	1*
TW-109	10' (or 5' into the water table)	TW-109 will evaluate the nature of free product previously detected at GP-4.	1	1	1	1*
TW-110	10' (or 5' into the water table)	TW-110 will evaluate the nature of free product previously detected at GP-4.	1	1	1	1*
TW-111	10' (or 5' into the water table)	TW-111 will evaluate the nature of free product previously detected at GP-4.	1	1	1	1*
Loading Dock No. 6 and No. 7 Catch Basin Evaluation						
WS-113	Water surface sample	WS-113 will evaluate the degree of contamination in the loading dock No. 6 and 7 catch basin.	1	1	1	1
WS-114	Water surface sample	WS-114 will evaluate the degree of contamination in other loading dock catch basins.	1	1	1	1
WS-115	Water surface sample	WS-115 will evaluate the degree of contamination in other loading dock catch basins.	1	1	1	1
MH-116	Water surface sample	MH-116 will evaluate the degree of contamination in the manhole located outside the building downgradient from the loading dock No. 6 and 7 catch basin.	1	1	1	1
Estimated number of investigative samples to be analyzed			20	20	20	6
Trip Blank			0	1	0	0
TWMS			1	1	1	1
TWMSD			1	1	1	1
TWFD			1	1	1	1
Estimated number of QA/QC samples to be analyzed			3	4	3	3
Estimated number of samples to be analyzed			23	24	23	9

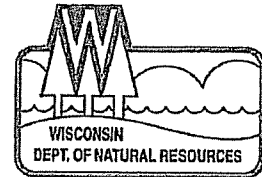
Notes:

- ¹Samples are to be analyzed using EPA SW846 8270 SIM Volatile Organic Compounds by Gas Chromatography/Mass Spectrometry in Selected Ion Mode.
 - ²Samples are to be analyzed using EPA SW846 8260B Volatile Organic Compounds by Gas Chromatography/Mass Spectrometry.
 - ³Groundwater samples collected for dissolved metals analysis will be field filtered using a 0.45-micron inline filter. Samples are to be analyzed using EPA SW846 6010 Inductively Coupled Plasma - Atomic Emission Spectrometry.
 - ⁴A groundwater sample will be collected from intervals displaying evidence of anthropogenic waste/fill materials. Samples are to be analyzed using EPA SW846-8082B.
- FD = Field Dupl/WS = Water Surface Sample QA/QC = Quality Assurance Quality Control
 MS = Matrix spike VOC = Volatile Organic Compounds
 MSD = Matrix Spike Duplicate PAH = Polycyclic Aromatic Hydrocarbons
 TM = Monitoring Well RCRA Metals = Resource Conservation and Recovery Act Metals
 TW = Temporary Well PCB = Polychlorinated Biphenyls
- * PCBs in groundwater will only be sampled if soil concentrations are above WDNR RCLs for Soil to Groundwater Pathway or if detected in free product.

ATTACHMENT A
WDNR LETTER
(dated January 15, 2013)

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
2984 Shawano Avenue
Green Bay WI 54313-6727

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



January 15, 2013

Sent via email to: nick.ghere@niagaraworldwide.com

Nick Ghere
Niagara Worldwide
1101 Mill Street
Niagara, WI 54151

SUBJECT: Mirro-Spirtas (aka Manitowoc Development)
1512 Washington Street, Manitowoc, Wisconsin
BRRTS# 02-36-545108

Dear Mr. Ghere,

Thank you for meeting with us on December 17, 2012, when we completed a partial building walk-through. Accompanying you and me were Jessica Fournier, WDNR Asbestos Management Specialist, and Kathy Halbur, US EPA On-Scene Coordinator. The purpose of our visit was to familiarize you with some of the environmental history of the building and to talk about future actions Niagara Worldwide/Manitowoc Development needs to take in 2013.

We understand that you are in negotiations with various entities about the demolishing and dismantling of all the structures on the property; likely to start in a few months. You told us that you have been in contact with WDNR's Asbestos and Waste Management staff and personnel from the City of Manitowoc Building Inspection and Fire Departments. During our walkover you assured us that you intend to make all the appropriate notifications and obtain all necessary permits prior to beginning any work on site. You were quoted in a recent newspaper article that, "We will get it taken care of." These are all positive statements and we want to help you succeed with this project. To that end and as we discussed during our walkover, this letter is intended to give you direction regarding additional WDNR and US EPA work needed this year as you proceed with demolition.

By February 8, 2013, please submit the Work Plan described below.

Attached as a PDF is the Narrative and Figures 3 and 5 from the US EPA Targeted Brownfields Assessment, (TBA Phase II), dated March 2011. Please share this document with your consultant to assist in preparation of the Work Plan. US EPA funded two Environmental Assessments of the property; the first TBA was an interior building inspection completed in 2009. The City of Manitowoc also used State of Wisconsin Site Assessment Grant (SAG) funding to complete Phase I and Phase II efforts in 2009.

Future monitoring, remedial action, and documentation to be completed

1. Prepare a **Work Plan** that addresses the following:
 - a. One round of sample collection and analysis of appropriate parameters from the following groundwater monitoring wells: MW-14, MW-15, MW-16, and MW-17 and Piezometer MW-16A. These wells were installed in 2010 as part of the TBA Phase II.
 - b. Determine the degree and extent of free product observed at locations of temporary wells (now filled and sealed) GP-4, MW-18, and SB-5 installed in 2010 as part of the TBA Phase II.
 - c. One round of sample collection and analysis of appropriate parameters from any accumulated liquids and solids in the loading dock catch basin and the nearest manhole connecting to the storm sewer (pursuant to review of the August 2011 catch basin sampling results).
2. **By June 1, 2013, complete the proper removal of any remaining fluorescent bulbs and ballasts (pursuant to the March 2, 2011 Bulb and Ballast – Removal and Management Plan). As Appendix A to the Work Plan described above, provide documentation/disposal records of the number of bulbs and ballasts removed during 2011 by contractor Charles Wilhelm. According to the 2009 US EPA TBA Phase II *Presentation of Building Inspection Results* (Harendra Management Group), there were 8,311 fluorescent bulbs and 2,450 ballasts requiring proper disposal.**
3. **Previous Asbestos Abatement:** As **Appendix B** to the Work Plan described above, provide documentation of any previous asbestos abatement completed (per the September 2011 Niagara Worldwide Asbestos notification and any other work that may have been done in the past).
4. **Future Asbestos abatement:** Submit notification (4500-113) to the WDNR for the remaining abatement work and demolition. It would be in the best interest of all personnel on site for abatement of the disturbed boiler areas to be a top priority when asbestos abatement starts.
5. **Compliance with the US EPA approved June 2011 Scope of Work for the PCB spill and abandoned waste CERCLA violations (i.e., proper disposal of PCB contaminated building materials and transformers with required documentation submitted to OSC Halbur, in accordance with TSCA regulations). US EPA requests 30 day notification prior to Niagara Worldwide commencing work in the PCB contaminated areas.**
6. Assure that the presence of the monitoring wells is known during demolition activities and that they are not inadvertently destroyed.

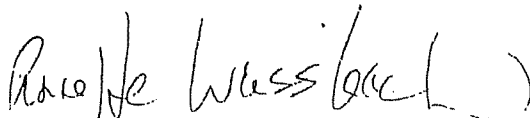
Background

The property has had numerous contamination cases over the years, below is a table from WDNR's tracking database. To access this database please go to this website: <http://dnr.wi.gov/botw/SetUpBasicSearchForm.do>. As you requested during our walkover, attached is also a PDF with a brief synopsis of recent actions at the property.

02-36-216391 MIRRO PLT #9 - WEST SIDE 1512 WASHINGTON, MANITOWOC	REG. CLOSED	1988-12-15 2000-09-22	DNR
02-36-545108 MIRRO-SPIRTAS 1512 WASHINGTON, MANITOWOC	REG. OPEN	2006-03-07	DNR
07-36-548528 MIRRO FACILITY (FORMER) 1512 WASHINGTON, MANITOWOC	GENERAL PROCESSION SAG	2008-03-10	DNR
03-36-000085 MIRRO PLT #9 (EAST SIDE) 1512 WASHINGTON, MANITOWOC	AUST. CLOSED	1988-12-15 1999-03-02	DNR
03-36-274209 MIRRO PLT #9 1512 WASHINGTON, MANITOWOC	AUST. CLOSED	2001-06-21 2003-11-26	DSPS
04-36-049803 1512 WASHINGTON 1512 WASHINGTON, MANITOWOC	SPILL - CLOSED	1994-08-02 1994-08-08	DNR
04-36-223347 MIRRO PLT #9 1512 WASHINGTON, MANITOWOC	SPILL - CLOSED	1997-02-10 1997-02-14	DNR
04-36-046037 1512 WASHINGTON ST [HISTORIC SPILL] 1512 WASHINGTON, MANITOWOC	SPILL - HISTORIC	1991-07-10	DNR

The WDNR and US EPA appreciate your efforts in dealing with all the many issues and complications associated with the property. As stated above, by February 8, 2013, please submit to me the Work Plan both in e-mail and hard copy. If you have any questions in regard to this letter please feel free to contact me at 920-662-5165 or annette.weissbach@wisconsin.gov.

Sincerely,



Annette Weissbach, Project Manager
Northeast Region Land Recycling Coordinator
Remediation and Redevelopment Program

Attach: Mirro #9 Synopsis of site history
2011 TBA Phase II Narrative, Figures 3 and 5

e-cc: Roxanne Chronert – NER R&R Supervisor
Jessica Fournier – WDNR Asbestos Management Specialist
Barti Oumarou – WDNR Hazardous Waste Specialist
Jason Lowry – WDNR Spills Team Leader
Kathy Halbur – US EPA
Dave Less – City of Manitowoc

**ATTACHMENT B
WDNR EMAIL
(dated March 18, 2014)**

Laura Allen

From: Weissbach, Annette E - DNR [Annette.Weissbach@wisconsin.gov]
Sent: Monday, March 17, 2014 3:27 PM
To: Jim Moriarity (jim.moriarity@niagaraworldwide.com); calbers@activethermal.net; anelson@activethermal.net; 'Eric J Spirtas' (eric.spirtas@niagaraworldwide.com)
Cc: rschwarz@manitowoc.org; Dave Less (dless@manitowoc.org); Chamberlain, Mark H - DNR; Davis, Mark R - DNR; Oumarou, Barti - DNR; Stephanie Hinz; Jon Peterson (Peterson.Jon@epamail.epa.gov); halbur.kathy@epa.gov; Chronert, Roxanne N - DNR
Subject: 1512 Washington Street (Mirro-Spirtas) Maniowoc: PCB contaminated concrete etc.
Attachments: EQ manifests and workorder.pdf; manifestspdf(2).pdf; SCOPE 6 19 11.doc.doc; Spirtas GNL Response.pdf; Mirro Group 1pdf.pdf; Mirro Group 2.pdf; Response Letter from NWW to Annette Weissbach at WDNR 20130208.pdf

Good afternoon Jim Moriarity (Niagara Worldwide) and Cory Albers (Active Thermal Concepts)

This email is a follow-up to my Thursday March 13th site visit with Kevin (ATC) and Jim at the Mirro-Spirtas building at 1512 Washington St, Maniowoc. The main purpose of my visit was to discuss 1) the PCB contaminated concrete locations, 2) the need for a follow-up work plan for its appropriate disposal, and 3) to see the progress of the demolition of the 3-story building. I provided Jim with paper copy of documents and I'm sending them to both of you along with some explanations and expectations.

The Department understand that you anticipate removal of the empty transformers and the impacted PCB contaminated concrete within the next few weeks.

Therefore no later than March 28, 2014, please provide me with an Addendum Work Plan describing how and when the transformers and concrete will be removed and how verification testing will be completed to show that the PCB impacted concrete has indeed all been removed. Also include who is taking the transformers for scrap steel, and where the impacted concrete will be disposed of. The Department will have to approve of the Addendum Work Plan before the work begins. The addendum Work Plan should also include quantities of bulbs and ballasts removed and identify where they were taken for proper disposal.

1. Here is the link to EPA's website regarding the PCB transformer oil clean up. This information was previously submitted to Eric Spirtas of Niagara Worldwide. Note the final PolRep describes the actions taken. Per the report, "The remaining oil in the transformers was drained and the transformers were cleaned. The wood contaminated flooring was removed and shipped to a TSCA landfill. All contaminated concrete flooring was cleaned per the method defined in 40 CFR 761 Subpart S and marked for proper disposal during demolition."

<http://www.epaosc.org/mirrospirtas>
[Final PolRep](#)

2. These are the manifests for the disposal of the pcb oil, wood, and other wastes.
3. This is a copy of the EQ Work Plan prepared for Niagara Worldwide, parts of this effort have been completed. What remains to be done prior to demolition is the complete removal of the concrete surrounding transformer #1 and below transformer #2 (near loading dock area). Both of these locations are on the first floor. The last requirement regarding the PCB transformer oil is proper disposal of the transformers and the impacted concrete at and below the transformers. Please note: the epoxy coating described in the Work Plan was not applied as it was too humid inside the building.
4. This letter is written by Eric Spirtas stating that he will complete all the PCB work as required by EPA.

5. These wipe samples were collected by EQ before and after the PCB removal effort. The data (group 1 and 2 pdfs) show that the primary PCB congener on the concrete is Arochlor 1260 and ranges between 6 ppm and 40 ppm. This concrete must be disposed of at an approved licensed landfill. This is a photo of the concrete around transformer #1 that must be removed.



6. Excess brick temporary storage in basement area of 3-story building is allowable from a DNR perspective (per Jim Zellmer 3/17/14)). However, if the city or if your demolition permit disallows it, then that is a local requirement that must be followed and another storage area must be ascertained. As discussed during my site visit, please send me a copy of the Demolition Permit granted to you by the city of Manitowoc.
7. Lastly, the funding for the site investigation work that the city of Manitowoc could have performed for you last year is no longer available. The site investigation (sampling and analysis plan) as approved by the Department and US EPA must be implemented as soon as possible and should be completed before the rest of the structures are demolished. This a letter from you stating that this work will be completed.

If you have any questions in regard to this email please contact me. The Department appreciates that the demolition work has started and we look forward to seeing the completion of the project!

Sincerely,

Annette Weissbach

WDNR NER Remediation & Redevelopment Program

phone: (920) 662-5165

We are committed to service excellence. Click [here](#) to evaluate how I did.

ATTACHMENT C
TERMS AND CONDITIONS



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
03/23/2012

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

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

PRODUCER Willis of Wisconsin, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com		
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Symbiont Science, Engineering & Construction, Inc. 6737 W. Washington Street Suite 3440 West Allis, WI 53214	INSURER A: National Fire Insurance Company of Hartford	20478-001	
	INSURER B: Endurance American Specialty Insurance Co	41718-100	
	INSURER C: Valley Forge Insurance Company	20508-002	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17549021 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	2095342915	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	EXS10100817302	7/1/2011	7/1/2012	EACH OCCURRENCE \$ AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	2095342929	7/1/2011	7/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OT-FER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Occurrence General Liab. & Contr. Pollution, and Claims-Made Professional Liability	Y	ECC10100817202	7/1/2011	7/1/2012	\$1,000,000 Each Incident \$1,000,000 Aggregate

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

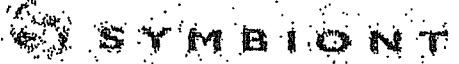
It is agreed that City of Manitowoc is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella Liability, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Manitowoc Attn: City Clerk 900 Quay Street Manitowoc, WI 542204543	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James H. Walker</i>
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W111086



**SYMBIONT® SCIENCE, ENGINEERING AND CONSTRUCTION, INC.
TERMS AND CONDITIONS OF AGREEMENT**

These Terms and Conditions of Agreement form the Agreement ("Agreement") under which services are to be performed for the City of Manitowoc, 900 Quay Street, Manitowoc, Wisconsin 54220-4543 ("Client") by Symbiont Science, Engineering and Construction, Inc., 6737 West Washington Street, Suite 3440, West Allis WI 53214 ("Symbiont") under a United States Environmental Protection Agency ("USEPA") -approved Work Plan for Brownfield Assessment. The Client together with Symbiont may be referred to individually as a "party" and collectively as the "parties". The Contract Documents are identified in Article 26 of this Agreement.

Article 1. Scope of Work

The project and the scope of work to be implemented in the Agreement is defined as (i) the approved USEPA Work Plan, which is incorporated herein as Attachment "A", and (ii) Symbiont's Proposal No. 32547 dated August 11, 2011 and those GIS deliverables and services referenced under an "Equalization Payment" section of a supplement to Proposal No. 32547 filed with the Client on August 30, 2011. The scope of work shall be completed in compliance with the USEPA Cooperative Agreement #BF-00E00907-0 signed and dated by the Client on September 22, 2011, which is incorporated herein as Attachment "B" (Attachments "A" and "B" and items described under (i) and (ii) above shall be referred to collectively herein as the "Project"). In the event of any conflicting interpretation of any function to be performed under the Project, the approved USEPA Work Plan shall control. In the event USEPA amends the Work Plan, the amendment shall automatically be made part of the Project, and the text of the amendment shall control.

It is understood that the Project implementation schedule defined herein is based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Symbiont to change the original scope of work established by the Project, and if the parties mutually agree, then a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Symbiont as soon as practicable in accordance with Article 28 below. Such an amendment shall not exceed the cost that is allowable by the USEPA. In the event that the Client and Symbiont cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 9, Termination.

Symbiont shall perform only the services specified in the Project, or an amendment thereto as referenced above. Services provided by Symbiont shall be subject to the provisions of this Agreement, including any supplemental conditions incorporated herein, and any written amendments as referenced above. Symbiont shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Implementing the Project will be performed on a time-and-materials basis not to exceed Three Hundred Seventy-Nine Thousand, Two Hundred dollars (\$379,200.00). Services will be provided per the rate schedule in Attachment "C", and general budget per USEPA conditions

outlined in Attachment "B". Symbiont will obtain multiple cost estimates from subcontractors, as appropriate for specific tasks, and will provide detailed monthly invoices for Client's review and approval.

Symbiont shall have the right to modify its Rate Schedule (Attachment "C") annually on January 1, beginning with January 1, 2013, provided that such modifications are allowable under the USEPA Cooperative Agreement (Attachment "B"), and that such modifications do not affect the not-to-exceed amount approved by USEPA. The Client recognizes that Symbiont's fee estimate does not include potentially applicable sales and use taxes. Symbiont acknowledges that the Client is exempt from Wisconsin sales and/or use tax. Client acknowledges that Client must provide a tax exempt certificate to Symbiont as proof of exemption from Wisconsin sales and/or use taxes.

The Client recognizes that time is of the essence with respect to payment of Symbiont's invoices, and that timely payment is a material part of the consideration of this Agreement. Symbiont acknowledges that the Client's ability to timely pay is predicated upon Client's receipt of funds from USEPA's Automated Standard Application for Payments (ASAP) system.

Invoices will be submitted by Symbiont no more frequently than monthly, and shall be due and payable within forty-five (45) consecutive calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Symbiont within fourteen (14) consecutive calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Symbiont and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) consecutive calendar days after receipt by Symbiont of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 11, below.

If the Client fails to pay undisputed invoiced amounts within forty-five (45) consecutive calendar days of the date of the invoice, Symbiont may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 8, Suspension, or terminate this Agreement, as provided for in Article 9, Termination.

Article 3. Confidentiality

To the fullest extent allowed by law and subject to written approval by the Client, Symbiont agrees to keep confidential and to not disclose to any person or entity (other than Symbiont's employees, agents, and subcontractors, who have a need to know to carry out the purpose of this Agreement), all data and information not previously known to and generated by Symbiont, or furnished to Symbiont and marked "Confidential" by the Client, in the course of Symbiont's performance hereunder. This provision shall not apply to data which were previously known to Symbiont, or which Symbiont is required by law to disclose. These provisions shall also not apply to information in whatever form that comes into the public domain through no fault of Symbiont, nor shall they be interpreted in any way to restrict Symbiont from complying with an order to provide information or data when such order is issued by a court, administrative agency, or other authority with proper jurisdiction. Symbiont will notify the Client of such order before the date of disclosure to provide the Client an opportunity to request an appropriate protective or confidentiality order to maintain the confidentiality of such information.

Article 4. Independent Contractor Relationship

The relationship between the Client and Symbiont created under this Agreement is that of principal and independent contractor. Symbiont shall serve as an independent consultant to the Client, and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, Irrespective of any assignability provisions, Symbiont may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Symbiont determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Symbiont shall obtain prior written approval from the Client.

Article 5. Standard of Care

Symbiont will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Timeliness of Performance

Symbiont acknowledges that timely performance of its services is an important element of this Agreement. Symbiont will put forth its best effort to complete the work according to the schedule in Attachment "A" and the Project.

If Symbiont discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established. Any mutually agreed upon revised schedule must also be permissible under the USEPA Cooperative Agreement (Attachment "B") or approved in writing by the USPEA.

Article 7. Force Majeure

Symbiont shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Symbiont or its subcontractors, including but not restricted to, an act of God or of a public enemy, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, or supplier delay. In the event Symbiont has knowledge of any actual or potential delay, Symbiont shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Symbiont's performance obligations hereunder shall be suspended.

Article 8. Suspension

Upon fourteen (14) consecutive calendar days written notice to Symbiont, the Client may suspend Symbiont's work.

If payment of Symbiont's invoices is not maintained on a forty-five (45) consecutive calendar-day current basis by the Client, Symbiont may, by at least a fourteen (14) consecutive calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) consecutive calendar days shall make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Symbiont, and Symbiont shall be compensated for services performed and charges incurred in accordance with this Agreement and prior to the suspension date.

Article 9. Termination

The Client or Symbiont may terminate this Agreement for reasons identified elsewhere in the Agreement. Either party may also terminate this Agreement upon written notice to the other party, in the event that the other party becomes insolvent, files a petition in bankruptcy, is adjudicated bankrupt, has an assignee, referee, receiver or trustee appointed in any creditor action, has a petition in bankruptcy filed against it which is not vacated within forty-five (45) consecutive calendar days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective fourteen (14) consecutive calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, the Client shall within thirty (30) consecutive calendar days of termination remunerate Symbiont for services rendered and costs reasonably incurred, in accordance with Symbiont's fee schedule. Costs shall include those incurred up to the time of termination.

Article 10. Notice to Parties

All notices, demand or other communication hereunder shall be deemed to have been sufficiently given by any party under this Agreement when personally delivered, faxed, mailed by first class or registered or certified mail, postage prepaid and shall be made to the parties noted below.

To Symbiont: Stephanie G. Hinz, P.G.
~~Christine A. Reese, P.G.~~
Project Manager
Symbiont
6737 West Washington Street
Suite 3440
West Allis, WI 53214

To The City of Manitowoc Planning
Department:
David Less, City Planner
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220-4543

Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of transmission, or the date said notice is deposited in the U.S. mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, demand or other communication.

By giving at least five (5) consecutive calendar days prior written notice thereof, either party may from time to time change its mailing address.

The parties further agree that electronically reproduced signatures such as by facsimile transmission are valid for execution or amendment of this Agreement, and that electronic transmission and facsimile transmission are authorized forms of notice as that term is used in this Agreement.

Article 11. Mediation

If the parties are not able to resolve any dispute, claim or other matter, the dispute, claim or other matter shall be submitted to mediation upon the request of either party. Any mediation will be held in Manitowoc County, Wisconsin unless otherwise agreed by the parties.

Client and Symbiont agree that each party will be responsible for its own costs incurred in the mediation process including reasonable attorneys' fees. With the exception of matters involving willful misconduct, recklessness, or intentional breach of the Agreement, Client and Symbiont agree that they will not seek recourse against officers, employees or directors of either party.

Article 12. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts located in Milwaukee County, Wisconsin for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 13. Limitation of Liability

With the exception of matters involving willful misconduct, recklessness, or intentional breach of the agreement, the Client agrees that the limit of Symbiont's liability for it or its agents, employees' or other representatives' acts, errors, or omissions relating to or arising out of the Agreement, including without limitation, negligent acts, or omissions, shall not exceed the amount of Symbiont's insurance coverage as listed below in Article 14.

Article 14. Insurance

During the term of this Agreement, Symbiont shall, at Symbiont's sole cost, continually maintain the following insurance coverage during the time it is performing services hereunder.

- A. Worker's Compensation:
of a form and in an amount as required by state law
- B. Employer's Liability:
\$1,000,000 each accident
\$1,000,000 disease, each employee
\$1,000,000 disease, policy limit
- C. Commercial General Liability (bodily injury and property damage - combined single limit):
\$1,000,000 annual aggregate
- D. Combined Errors and Omissions and Contractors Pollution Liability:
\$1,000,000 each incident
\$2,000,000 annual aggregate

Prior to commencing work under this Agreement, Symbiont shall provide the Client's City Clerk with evidence of bonding coverage either by providing an ACORD Form 28-2003 or equivalent, plus endorsements effecting coverage required in this section; or a Certificate of Insurance evidencing coverage from an insurance company authorized to do business in Wisconsin. Said coverage or Certificate shall name the Client as an additional insured on all policies required under this Section, except Error and Omissions Liability Insurance.

Article 15. Indemnification

Symbiont agrees to indemnify, defend and hold harmless Client, its directors, officers, employees, agents, successors and assigns, from and against any and all claims, demands,

causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Symbiont or Symbiont's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Symbiont will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's agents or employees.

Client agrees to indemnify, defend and hold harmless Symbiont, its directors, officers, stockholders, employees, agents, successors and assigns, from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions, or willful misconduct of Client or Client's employees or agents under this Agreement; provided, however, Client will not be obligated to indemnify Symbiont with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Symbiont or Symbiont's agents, employees, or subcontractors.

Article 16. Review of Drawings of Contractors

In the course of performing services under this Agreement, Symbiont may be asked to review drawings and specifications from subcontractors engaged to perform work in connection with the Project. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the subcontractor's documents and as may otherwise be noted by Symbiont on such drawings and specifications. Such review shall in no way limit the liability of the subcontractor, or be deemed an indication that Symbiont has accepted or approved the drawings and specifications in any manner. With regard to area-wide planning, Symbiont shall meet those requirements which are mutually agreed upon.

Article 17. Ownership and Use of Documents and Concepts

Client acknowledges that Symbiont reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other similar documents ("Records") are instruments of professional services, not products.

Consistent with the Client's record retention policy, Symbiont will retain these Records for a period of not less than seven (7) consecutive calendar years following completion of this project. During this period, Symbiont will reasonably make available such electronic records to the Client upon demand and at no cost.

Symbiont is not responsible for damages arising out of the use by the Client, or the Client's agents of any Symbiont data or report for any purpose other than its original purpose as defined in the Project.

While Client agrees that any patentable or copyrightable concepts developed by Symbiont as a result of this Agreement shall remain the sole and exclusive property of Symbiont, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Symbiont, to use any information or recommendations generated by Symbiont during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from Client the assets of Client relating to the information or recommendations generated by Symbiont under this Agreement. Nothing in this Article 17 shall restrict Symbiont from using any methods, techniques, or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 18. Buried Utilities

In those situations where Symbiont performs subsurface exploration, Symbiont will contact the utility locating entity known as the Diggers Hotline: Wisconsin's One Call Center. Symbiont hereby advises the Client that some private property utility locations and privately installed man-made objects are not identified or located by Diggers Hotline. The Client, to the extent of its knowledge, will furnish to Symbiont information it believes to be true and accurate, but not warranted, identifying the type and location of utilities and other man-made objects beneath the surface of a specific site, or, in the alternative, will assist Symbiont in identifying private parties that might have information regarding the location of private party underground utilities and man-made objects. Symbiont will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Symbiont will furnish Client a plan indicating the locations intended for penetration. Symbiont will not be responsible for damages due to contact with unidentified subsurface utilities or objects.

Article 19. Extent of Study

Client recognizes that actual subsurface environmental conditions may vary from conditions encountered at locations where Symbiont makes visual observations, obtains samples, or performs other explorations as part of its services under this Agreement. Symbiont's failure to discover potential environmental contamination or other environmental conditions through appropriate techniques and through use of procedures consistent with standard of care referenced in Article 5 does not guarantee the absence of environmental contamination or other environmental conditions at a specific site.

Article 20. Hazardous Substances

For purposes of this Article 20 only, the term "Owner" shall be defined as a property owner of record, or a third party with equitable interest in a parcel of land such as a vendee authorized under a Land Contract, a lessee under a lease, or any other owner authorized to approve access and work under this Project by virtue of a recorded conveyance instrument, only if the Client has a written agreement with the Owner which includes a provision substantially similar to this Article 20, and a copy of such written agreement is provided to Symbiont. Symbiont will not conduct work on a particular site unless and until a "generator" is identified, in writing, who has agreed to accept return of samples containing hazardous substances or wastes and who has agreed to sign waste manifests under terms and conditions substantially similar to this Article 20.

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Symbiont commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Symbiont or its subcontractors on behalf of Client or an Owner which contain hazardous substances including hazardous waste will be, after completion of testing, either returned to the Client or Owner, or using a manifest signed by the Client or Owner as a generator, be transported to a location selected by the Client or Owner for final disposal. The Client shall pay all costs associated with the testing, storage, transport, and disposal of all such samples, unless the Owner has agreed in writing to pay such costs. The

Client agrees and recognizes that Symbiont is acting as a bailee, and at no time assumes title to any such samples or substances.

Symbiont warrants that when making hazardous waste determinations on behalf of Client or Owner, Symbiont will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Symbiont, if requested by Client or Owner, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities ("TSDFs") that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated. Client acknowledges that although Symbiont may gather bids from various hazardous waste transporters or TSDFs on behalf of the Client or Owner, that Client or Owner shall have sole discretion in the selection of such transporter or TSDF. Client understands that Symbiont has not conducted regulatory compliance audits on such transporters or TSDFs nor does Symbiont make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Symbiont at no time assumes title to waste generated from any facility or site.

Client acknowledges that Symbiont has no responsibility as an operator, arranger, generator, treater, storer, transporter, or disposer of hazardous substances found or identified in conjunction with work performed hereunder.

Article 21. Third Party Rights

Except as specifically stated hereunder, this Agreement does not create any rights or benefits to parties other than Client and Symbiont. The services provided by Symbiont hereunder are for the Client only.

Article 22. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

Article 23. Lien Notice

Symbiont hereby notifies Client that persons or companies furnishing labor or materials for construction on Client's or an Owner's land may have lien rights pursuant to Wis. Stat. § 779.01 - 779.17. Symbiont agrees to cooperate with the Client and Owners to see that all potential lien claimants at any particular site are duly paid.

If Client has paid Symbiont in accordance with the terms of this Agreement, then Symbiont agrees to indemnify and hold Client and Owners harmless from liens filed by Symbiont's subcontractors, suppliers and all other lower tier parties.

Article 24. Waiver

No waiver by Symbiont of any term or condition set forth herein or the breach by the Client of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

No waiver by the Client of any term or condition set forth herein or the breach by Symbiont of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or

breach or a waiver of any other term, condition or breach.

Article 25. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 26. Entire Agreement

The parties agree that this Agreement and the Project as defined in Article 1 represent the sole and entire agreement of the parties with respect to the Project. If additional documents are to be incorporated into this Agreement, such documents must be itemized by written amendment to this Agreement.

Article 27. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 28. Contract Amendments and Application of Terms and Conditions for Future Projects

Any amendments to this Agreement shall be executed by means of a written contract amendment, signed by the Client and Symbiont. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

This Agreement may be applied to future projects between the Parties by referencing the title of this Agreement and the date of the last signature to this Agreement in contract documents associated with the scope of work for such project(s).

Article 29. Antidiscrimination, Equal Employment, Affirmative Action, Drug Free Workplace

Symbiont agrees that it will comply with all federal and Wisconsin civil rights laws. Symbiont represents that it is an equal opportunity employer operating under an Affirmative Action Plan. Symbiont represents that it is compliant with the Drug Free Workplace Act. Symbiont agrees that it will not discriminate against any employee or applicant for services or employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, age, or veteran's status with regard to, but not limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation, or selection for training.

Article 30. Contracting with Small Business and Minority Firms, Women's Business Enterprises

Symbiont agrees to take affirmative steps to ensure that disadvantaged businesses are utilized

when possible as sources of supplies, equipment, and services. Symbiont, with the assistance of the Client's Planning Department, will ensure, to the fullest extent possible, that at least the USEPA "fair share" objectives for subcontracts under this Agreement are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities. Pursuant to the USEPA Cooperative Agreement (Attachment B), the applicable "fair share" goals are three percent (3%) Minority Business Enterprise and twelve percent (12%) Women Business Enterprise. Symbiont agrees to support the U.S. EPA's small, small/rural, minority, and women's business enterprise contract procurement program with respect to those businesses' participation in subcontracts.

Article 31. Contracting Department and Suspension

Symbiont shall fully comply with Subpart C of 40 CFR part 32, entitled "Responsibilities of Participants Regarding Transactions." Symbiont is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Symbiont shall require the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Excluded Parties List System may be accessed at <http://epls.arnet.gov>.

Article 32. Binding Effect

All provisions, covenants, terms and conditions of the Agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

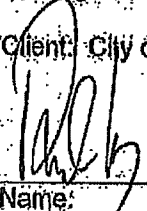
Article 33. Approvals in Writing

Whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are authorized or required by the Client, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only upon the approval when given in writing, signed by the Client's City Planner, Deputy City Planner, Mayor or Clerk pursuant to Client's Resolution 2011-375.

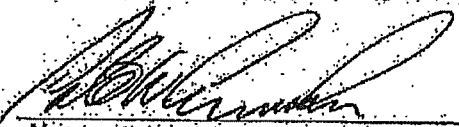
Article 34. Effective Date

This Agreement shall be dated, effective and binding as of the date of the last execution hereof.

Client: City of Manitowoc

	David Less	City Planner	1/19/2012
Name:		Title	Date

Symbiont Science, Engineering and Construction, Inc.:

	Vice President		1/18/12
Name:		Title	Date

RESOLUTION

A Resolution authorizing the submittal of a Site Assessment Grant (SAG) application by the City of Manitowoc (City) to the Wisconsin Economic Development Corporation (WEDC) for the former Mirro Plant 9 at 1512 Washington Street.

WHEREAS, the City recognizes that the remediation and redevelopment of brownfields is an important part of protecting Wisconsin's resources; and

WHEREAS, the City is seeking a SAG for completion of a ch. NR716 WAC site investigation at the former Mirro Plant 9, that will address concerns detailed by the Wisconsin Department of Natural Resources in a letter dated January 15, 2013, and will include: (i) perimeter monitoring well sampling; (ii) free product investigation and delineation; (iii) sampling, profiling and delineation of PCB impacted concrete; (iv) soil and groundwater sampling for PCB's; (v) loading dock catch basin and storm sewer investigation; (vi) asbestos and lead based paint survey; (vii) additional soil and groundwater monitoring and sampling based on the results of the above referenced site investigation tasks; and (viii) preparation of a comprehensive site investigation report and remedial action options report; and

WHEREAS, in this action the City's Common Council has declared its intent to complete the SAG activities described in an application to be filed with the WEDC, if awarded funds, for the property located at 1512 Washington Street in the City which is currently owned by EJ Spirtas Manitowoc, LLC; and

WHEREAS, the City will fulfill any responsibilities as may be required by the WEDC to implement the SAG, if awarded.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council that the City requests funds and assistance available from the WEDC under the SAG program for the property located at 1512 Washington Street, and will comply with WEDC rules for the program; and

BE IT FURTHER RESOLVED, that authority is hereby granted to the City Planner, and after August 1, 2014, the Deputy City Planner to act on behalf of the City to file and sign any and all necessary documents, applications, agreements, determinations and the like, in support of the request for WEDC support; and

BE IT FURTHER RESOLVED that the City Planner and the Deputy City Planner be authorized to: (i) take any and all necessary steps to assist and oversee the filing and implementation of the above referenced SAG application and grant in accordance with this Resolution; (ii) enter into a contract with Symbiont to prepare and file the SAG application, and to assist the City with fulfilling all applicable SAG administrative requirements, if funded by WEDC; and (iii) serve as the City's agents responsible to coordinate the filing and implementation of the SAG including, but not limited to: (a) negotiating the terms and conditions of a reimbursement agreement with the property owner, if required; (b) negotiating the terms and conditions of any required cooperation agreements or contracts with the WEDC; (c) negotiating the terms and conditions for all other documents and cooperation agreements related to the SAG; and (d) disbursing monies necessary to implement the SAG; and

BE IT FURTHER RESOLVED that the Common Council authorizes the Mayor, Clerk, City Planner, Deputy City Planner and other City Officials to act on behalf of the City to:

1. Sign any and all documents, communications, applications, contracts and the like as required by the City Planner or Deputy City Planner; and
2. Take any and all steps necessary to undertake, direct and complete the SAG project should the application be approved by the WEDC.

INTRODUCED _____

ADOPTED _____

APPROVED _____

JUSTIN M. NICKELS, MAYOR

Drafted by: David Less, City Planner

Filename: Y:\dave\wpfile\SAGres-1512Washington.wpd
Rundate: 5/19/2014