



City of West Allis Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

File Number	Title	Status
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R-2009-0053 Resolution In Committee

Resolution authorizing the Director of Development to execute a Grant Agreement between the City of West Allis and the Wisconsin Department of Natural Resources addressing the property at 1928 S. 62 St. (Plating Engineering Site)

Introduced: 2/17/2009

Controlling Body: Safety & Development Committee

Sponsor(s): Safety & Development Committee

COMMITTEE RECOMMENDATION ADOPT

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>2/17/09</u>			Barczak				
			Czaplewski				
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
		✓	Reinke	✓			
			Roadt				
			Sengstock				
			Vitale		✓		
		Weigel					
			TOTAL	<u>5</u>	<u>0</u>		

SIGNATURE OF COMMITTEE MEMBER

Chair _____

Vice-Chair _____

Member _____

COMMON COUNCIL ACTION adopt

ACTION DATE:	MOVER	SECONDER		AYE	NO	PRESENT	EXCUSED
<u>2/17/09</u>			Barczak	✓			
			Czaplewski	✓			
		✓	Kopplin	✓			
			Lajsic	✓			
			Narlock	✓			
			Reinke	✓			
			Roadt	✓			
			Sengstock	✓			
			Vitale	✓			
		Weigel	✓				
			TOTAL	<u>10</u>	<u>1</u>		

Dev
Chris Phunney

STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL

ADMINISTRATION & FINANCE

Chair: Kurt E. Kopplin
Vice-Chair: Vincent Vitale
Thomas G. Lajsic
Richard F. Narlock
Rosalie L. Reinke

PUBLIC WORKS

Chair: Gary T. Barczak
Vice-Chair: Martin J. Weigel
Michael J. Czaplewski
Daniel J. Roadt
James W. Sengstock

SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Richard F. Narlock
Kurt E. Kopplin
Rosalie L. Reinke
Vincent Vitale

LICENSE & HEALTH

Chair: Michael J. Czaplewski
Vice-Chair: James W. Sengstock
Gary T. Barczak
Daniel J. Roadt
Martin J. Weigel

ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Daniel J. Roadt
Kurt E. Kopplin
Richard F. Narlock
Vincent Vitale



City of West Allis

7525 W. Greenfield Ave.
West Allis, WI 53214

Resolution

File Number: R-2009-0053

Final Action:

Sponsor(s): Safety & Development Committee

FEB 17 2009

Resolution authorizing the Director of Development to execute a Grant Agreement between the City of West Allis and the Wisconsin Department of Natural Resources addressing the property at 1928 S. 62 St. (Plating Engineering Site)

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

WHEREAS, the property at 1928 S. 62 St. (the "Property") has been abandoned and has become a public nuisance for the neighborhood; and,

WHEREAS, the City has worked in cooperation with the U.S. Environmental Protection Agency and the Wisconsin Department of Natural Resources (WDNR) to conduct emergency environmental cleanup of the site; and,

WHEREAS, the purpose of the contract is to receive financial assistance from the WDNR for demolition and environmental remediation of the Property; and,

WHEREAS, the City of West Allis will submit a final report to the Wisconsin Department of Natural Resources summarizing all activities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

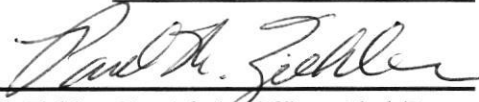
1. That the Director of the West Allis Development Department is hereby authorized to execute, on behalf of the City, a Contract as attached hereto, between the City of West Allis and the Wisconsin Department of Natural Resources addressing the property located at 1928 S. 62 St. (Plating Engineering Site)
2. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

cc: Department of Development
Grant Accounting Specialist

DEV-R-536-2-17-09

ADOPTED

FEB 17 2009



Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

APPROVED

2/23/09



Dan Devine, Mayor

**CONTRACT BY AND BETWEEN
THE WISCONSIN DEPARTMENT OF
NATURAL RESOURCES
And
THE CITY OF WEST ALLIS, WISCONSIN
A Municipal Corporation
IN THE MATTER OF
PLATING ENGINEERING SITE**

WHEREAS, the City of West Allis ("CITY"), on May 14, 2007, issued an Order to Raze the Plating Engineering building located at 1928 South 62nd Street, West Allis, WI (the "Property"); and,

WHEREAS, the U.S. Environmental Protection Agency ("EPA") conducted site assessment activities on the Property in January, 2007, which revealed that the Property poses an imminent and substantial threat to human health and welfare and to the environment, documented in an EPA Removals Site Assessment Report ("SITE ASSESSMENT") dated March 12, 2007 and prepared by Weston Solutions, Inc.; and,

WHEREAS, the EPA conducted certain remediation of said environmental hazards on the Property commencing in August, 2007, and that said remediation activities left many of the hazards on the Property that were previously identified by the EPA SITE ASSESSMENT; and,

WHEREAS, the Wisconsin Department of Natural Resources ("WDNR") conducted site soil and groundwater assessment activities on the Property during November and December of 2007 and has determined that serious health and environmental issues still exist on the Property; and,

WHEREAS, the owner of the Property is bankrupt (U.S. Bankruptcy Court, Eastern District of Wisconsin, Case No. 07-24976JES) and the Bankruptcy Trustee has abandoned the Property leaving no solvent party to be responsible for further remedial action; and,

WHEREAS, the CITY has commenced an action in Milwaukee County Circuit Court to enforce its Raze Order (Case No. 08CV000054) and on May 7, 2008 obtained a default judgment allowing the CITY to raze buildings on the Property; and,

WHEREAS, the SITE ASSESSMENT specifically raises environmental concerns regarding building demolition, and in particular states: "Any remaining contamination left in the floor materials will need to be dealt with during the building demolition, which the EPA will not conduct. At the time of building demolition, material debris should be characterized for proper waste disposal"; and,

WHEREAS, the Property is located in an area where environmental justice issues are prevalent; and,

WHEREAS, WDNR has determined that the Property has potential for threatening public health, safety or welfare or the environment; and,

WHEREAS, the WDNR and the CITY desire to enter into this contract for the purposes of completing an environmental investigation of the Property, demolition of the building and to conduct specific remedial actions to address threats to public health and to mitigate new discharges into the groundwater.

NOW, THEREFORE, in consideration of, and in exchange for the promises and mutual understandings and covenants contained herein, and to protect the natural resources of the State of Wisconsin, and intending to be bound legally, hereby, the CITY and WDNR, by their authorized representatives, enter into this Contract.

CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT

APR 29 2009

RECEIVED

I. PARTIES BOUND.

A. The WDNR and the CITY (collectively "Parties") enter into this Contract pursuant to Section 66.0301, Wisconsin Statutes, which provides for intergovernmental cooperation.

B. This Contract shall apply to and be binding upon the Parties and their respective agents, officers, and employees.

C. Nothing in this Contract shall be construed as an admission of fact or liability by the CITY for any matters other than the contractual obligation between the Parties and as further described in this Contract. The Parties agree to undertake all actions required by the terms and conditions of this Contract and consent to and will not contest or legally challenge the validity of this Contract, or the other party's authority to enter into this Contract. This Contract is intended to be solely between the Parties and no part of this Contract shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties.

II. WDNR AND CITY COMMITMENTS.

In order to assist with the implementation of a ch. NR 716, Wis. Admin. Code, site investigation and remedial action on the Property, WDNR agrees to provide the CITY with reimbursement for activities agreed by WDNR under Section II.A of this Contract. WDNR acknowledges that the CITY has no obligation to investigate or remediate any contamination related to the Property other than for the purpose of reimbursement under this Contract.

A. WDNR agrees to pay the costs of certain necessary actions at the Property including:

- 1.** The removal of structures and other physical impediments necessary to fully characterize the nature and extent of contamination at the Property.
- 2.** Demolition, removal and disposal as solid waste of the buildings and structures including hazardous building components (such as fire extinguishers, light ballast, electrical equipment), and asbestos (albeit it is understood that EPA removed friable asbestos. The remaining asbestos has been determined to be non-friable and is intended to be removed/disposed of as solid waste along with the rest of the building demolition debris), and abandonment of sewer/water utilities.
- 3.** Excavation, removal, disposal, treatment and/or capping of soils if deemed appropriate to address an inhalation or direct contact threat to the public.
- 4.** Removal of any underground storage tanks.
- 5.** Site Investigation, as deemed necessary by the WDNR, to characterize the nature and extent of soil, groundwater and vapor contamination originating on the Property.
- 6.** Excavation, disposal, treatment and/or capping of highly contaminated soils that pose a threat to groundwater and an assessment of whether active remediation of the groundwater is required at the Property.
- 7.** The existing monitoring wells on the Property shall be protected during the demolition process so that WDNR may continue monitoring ground water after demolition.

8. A fence and appropriate signage, as directed by WDNR, shall be placed around the Property to reasonably prevent public access and ensure proper storm water and runoff management practices are employed and maintained during the term of this Contract and while funding therefore continues.

9. All review fees appropriate for the review and approval of technical documents required under item III. B.

The WDNR also agrees to reimburse the CITY for other tasks, if agreed to in writing by the Parties.

B. In addition to the items set forth in II. A., above, the Parties acknowledge that certain other activities must take place and the costs therefore must be incurred. Specific provisions for such items are:

1. CITY shall use EPA funds to conduct a Phase I and Phase II Environmental Site Assessment (“ESA”) and preparation of plans and specifications for demolition of the building. The scope of work for the Phase II ESA will be limited to conducting two soil probes adjacent to the fuel oil Underground Storage Tank with sampling and analysis of four soil samples for Diesel Range Organic Compounds (“DROs”), Volatile Organic Compounds (“VOCs”) and Poly Aromatic Hydrocarbons (“PAHs”); one round of groundwater samples to be collected from the existing monitoring wells, for “VOCs” and metals; and the compilation and evaluation of historic and newly generated data. The CITY has already contracted with an environmental consultant for these services using the FY07 USEPA Site Assessment Grant (“SAG”) funds. In addition, the CITY shall conduct an investigation of the northwest corner of the Property to determine if there is an underground storage tank.

2. The CITY shall use its SAG (No. SAG-532-Plating Engineering Company), of \$29,875, which is available for use through April 18, 2009 for the following activities listed in items a. and b, below.

- a) As part of the demolition, CITY shall have the gas and electrical services to the Property disconnected.
- b) The City will provide an environmental consultant to conduct oversight of the Demolition which will be limited to: 1) demolition oversight; 2) participation at Pre-bid and Pre-demo site meetings; and 3) preparation and submittal of a demolition documentation report].

C. In order for a work item proposed in this Contract to qualify for payment, the Parties agree that the following criteria have or will be met for that work item.

- 1. All response work will follow the requirements of the NR 700, Wis. Adm. Code administrative rule series and all other applicable state, local and federal laws.
- 2. All state requirements for the use of bonding dollars will be followed, where applicable.
- 3. The CITY did not cause the contamination.
- 4. The CITY will provide the WDNR with quarterly financial statements.

5. The City has selected STS (and AECOM, by means of their merger with STS) as their environmental consultant for this project using the CITY’s standard purchasing and contracting procedures and the EPA’s procurement guidelines. WDNR hereby approves the use of the CITY’s

selected consultant for the duration of this project, specifically to perform environmental assessment work at the Property, to manage and oversee the demolition of the building and remediation of contaminants located therein, and other services that may be required for a certificate of completion. Prior to implementation of the demolition, CITY and WDNR must approve the plans and specifications for demolition. Through its environmental consultant, CITY shall manage and administer the demolition and remediation efforts at the Property

6. CITY will take action as quickly as possible to obtain any building plans that may still be on site.

7. All contracts with vendors working on demolishing the building or remediating contamination on the Property shall be approved by CITY and WDNR using state required procurement policies.

D. WDNR shall make periodic payments to the CITY or its contracted vendor within forty-five (45) days after the CITY or its consultant submits to WDNR a report which documents that the CITY or its contracted vendor has completed all or portions of the work items that are eligible for payment under this Contract.

E. In the event that the CITY receives any insurance proceeds or other financial assistance ("Other Sources") that is intended to reimburse the CITY for any portion of the costs previously paid by WDNR, the CITY shall return said portion of the payment within thirty (30) days of receipt of the Other Sources to the WDNR.

F. Nothing in this Contract shall be deemed to waive the right of WDNR to seek out recovery for reimbursement paid under this Contract from any responsible parties who did not contribute funding to this project under a cost share agreement with the WDNR. The CITY will cooperate with WDNR in any efforts by WDNR to recover the State's cost share.

G. The CITY and the WDNR agree to meet periodically to discuss the project and to conduct site inspections.

H. The Phase I Environmental Assessment to be done by CITY under II. B. 1., shall comply with all applicable inquiry requirements and shall specifically state that the assessment claims the Bonafide Prospective Purchaser defense.

I. CITY shall act as the agent for WDNR in accomplishing the purposes of this Contract.

J. WDNR shall complete its responsibilities under this Contract to the extent that it has sufficient funding to do so.

K. CITY shall complete its responsibilities under this Contract to the extent that it has sufficient funding to do so.

III. SUBMISSION OF DOCUMENTS.

A. The CITY or its contracted vendors shall submit such documentation of costs that the WDNR shall reasonably require to substantiate the request for payment of costs covered by this Contract. This documentation shall include, at a minimum, a copy of invoices received by the CITY for the activities and documentation showing what work was performed (the "Supporting Documents"). The WDNR shall submit such information provided by CITY to the Wisconsin Department of Administration, and upon approval, shall pay for demolition, investigation and remediation costs associated with work that has received approval by the WDNR, as prescribed in Paragraph B, below.

B. The CITY agrees to submit the following technical documents for review and approval by the WDNR, prior to conducting the work relating to that technical document for which the CITY is seeking WDNR approval and recovery of its costs:

1. Draft demolition and site security plans, including cost estimates
2. Draft Site Investigation Workplan – as required by and in conformance with NR 716.09
3. Draft Site Investigation Report – as required by and in conformance with NR 716.15
4. Draft Remedial Action Options Report and Proposed Remedial Action – as required by and in conformance with NR 722.13
5. Draft Remedial Design and Specifications Report – as required by and in conformance with NR 724.09 and 724.11
6. Draft O & M plan, if applicable – as required by and in conformance with NR 724.13
7. All reports required under the NR 700 series shall be submitted to the WDNR, unless otherwise agreed to by the WDNR and the CITY.
8. Any reports required by other agencies, such as the Department of Commerce, shall be submitted to the WDNR as a courtesy.

C. Documents sent by the City to the WDNR shall be submitted to:

1. John J Hnat, WDNR Project Manager
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources
Southeast Region – Milwaukee Service Center
P.O. Box 12436
Milwaukee, Wisconsin 53212
2. Marie Stewart - RR/8
Wisconsin Department of Natural Resources
Bureau of Remediation and Redevelopment
P.O. Box 7921
Madison, Wisconsin 53707

D. Documents sent by the WDNR to the CITY shall be submitted to:

1. John F. Stibal, Director of City Development
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
(414) 302-8462
2. Scott E. Post, City Attorney
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
(414) 302-8450

E. Reimbursement sent by the WDNR to the CITY under this Contract shall be submitted to:

Gary Schmid, Finance Director
City of West Allis
7525 West Greenfield Avenue
West Allis, Wisconsin 53214
(414) 302-8252

IV. The CITY is permitted to act as authorized agent for the WDNR for the purposes of disposing and/or recycling hazardous and non-hazardous waste materials that are generated as part of this agreement for any or all of the following purposes:

1. Preparing and/or signing waste profiles and treatment, storage, recycling, and/or disposal contracts.
2. Signing certifications and other documents necessary to comply with the disposer's and/or recycler's regulatory permit, or company policy requirements.
3. Signing certifications and/or notices for compliance with land ban restrictions.
4. Signing waste manifests for shipment of wastes to treatment, storage, recycling, or disposal facilities.
5. Preparing and/or signing amendments to waste profile sheets.

All waste materials requiring disposal must be sent to a DNR-approved waste disposal site. WDNR Project Manager will provide a list of approved disposal sites to the CITY.

The City will notify WDNR prior to any action authorized above, and will provide WDNR with copies of any documents to which amendments or signatures have been made under this authorization. WDNR shall be listed as the waste generator.


V. EFFECTIVE DATE.

This Contract shall be executed by the CITY before being executed by WDNR. When WDNR executes this Contract, the WDNR shall enter an effective date immediately below the WDNR's signature which shall be a minimum of five (5), but not greater than ten (10) business days after the date of mailing (first class postage prepaid) by the WDNR to the CITY of a fully executed copy of the Contract.

SIGNATURES CONTINUE ON NEXT PAGE

WISCONSIN DEPARTMENT OF
NATURAL RESOURCES

CITY OF WEST ALLIS

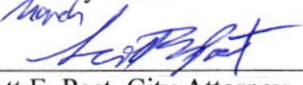
By: 
Matthew J. Frank, Secretary

By: 
John F. Stibal, Director of Development

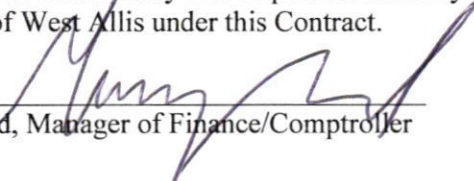
Date: 4/6/09

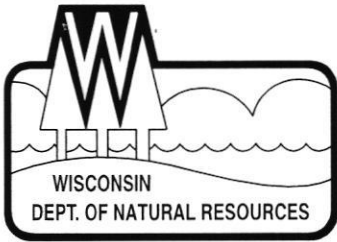
Date: 3-9-09

Approved as to form this 12th day
of ~~February~~ March 2009. O.G.


Scott E. Post, City Attorney

COMPROLLER'S CERTIFICATE March
Countersigned this 12 day of ~~February~~ March 2009
and I certify that the necessary funds have been
provided to pay the liability that may be
incurred by the Community Development Authority
of the City of West Allis under this Contract.


Gary Schmid, Manager of Finance/Comptroller



STATE OF WISCONSIN
 DEPARTMENT OF NATURAL RESOURCES
 BUREAU FOR REMEDIATION AND REDEVELOPMENT
 POST OFFICE BOX 7921
 MADISON, WI 53707-7921
 FAX 608/267-7646

INVOICE FOR REIMBURSABLE SERVICES

Project and Location City of West Allis – Plating Engineering 1928 South 62 nd St. West Allis, Wisconsin		Request Number	Date of Request	
		Vendor's Invoice Number	Period Request Covers	
			Is this a FINAL pay request? Yes No	
Purchase Order Number 9IME0000019		Vendor Number 396005651 A	Recommended Processing Date	
IF "HOURLY BASIS" CONTRACT <u>Payment Schedule Limits</u>		Total Fee Due to Date	Previously Submitted	Payment This Invoice
Original Contract Sum _____				
Change Orders (List Separately) _____				
Total Contract to Date _____				
Percent Complete _____				
IF "LUMP SUM" CONTRACT				
Maximum Contract Amount _____				
Total Change Orders _____				
(Attach itemized listing)				
OTHER CHARGES TO CONTRACT				
Additional Services _____				
(Attach itemized listing)				
Reimbursable Expenses _____				
(Attach itemized listing)				
TOTALS				

THIS IS TO CERTIFY that
 the consultant named herein
 is entitled to a payment of



REMIT TO: J. Hnat, Southeast Regional Headquarters

City of West Allis

_____ Firm Name
 7525 West Greenfield Ave.
 _____ Address
 West Allis, WI 53214

Approved _____ Date
 Project Manager

By _____ Date

Approved _____ Date
 Program Coordinator



City of West Allis

Legislative File Number R-2009-0053 (version 1)

Title

Resolution authorizing the Director of Development to execute a Grant Agreement between the City of West Allis and the Wisconsin Department of Natural Resources addressing the property at 1928 S. 62 St. (Plating Engineering Site)

Body

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

WHEREAS, the property at 1928 S. 62 St. (the "Property") has been abandoned and has become a public nuisance for the neighborhood; and,

WHEREAS, the City has worked in cooperation with the U.S. Environmental Protection Agency and the Wisconsin Department of Natural Resources (WDNR) to conduct emergency environmental cleanup of the site; and,

WHEREAS, the purpose of the contract is to receive financial assistance from the WDNR for demolition and environmental remediation of the Property; and,

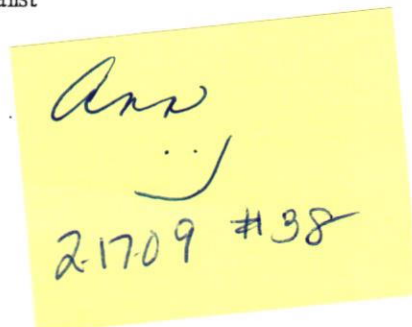
WHEREAS, the City of West Allis will submit a final report to the Wisconsin Department of Natural Resources, summarizing all activities.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis as follows:

1. That the Director of the West Allis Development Department is hereby authorized to execute, on behalf of the City, a Contract as attached hereto, between the City of West Allis and the Wisconsin Department of Natural Resources addressing the property located at 1928 S. 62 St. (Plating Engineering Site).
2. That the City Attorney be and is hereby authorized to make such substantive changes, modifications, additions and deletions to and from the various provisions of the Amendment, including any and all attachments, exhibits, addendums and amendments, as may be necessary and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and supplement said provisions to preserve and maintain the general intent thereof, and to prepare and deliver such other and further documents as may be reasonably necessary to complete the transactions contemplated therein.

cc: Department of Development
Grant Accounting Specialist

DEV-R-536-2-17-09



CITY OF WEST ALLIS
DEPARTMENT OF DEVELOPMENT
PROCEED ORDER Number Eight

TO: AECOM Technical Services, Inc.
DATE: June 10, 2015
PROJECT: ENVIRONMENTAL BROWNFIELD ASSESSMENT
SUBJECT: 1928 S. 62 Street – Plating Engineering Site (Hazardous Substances Assessment Grant)


In accordance with Resolution Number R-2009-0053 and the Agreement for Professional Services dated as of March 12, 2009 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services
Estimate: \$41,800.00
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Proceed Order, including any attachments, is incorporated into the Agreement. All work defined in this Proceed Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Proceed Order is subject to approval and acceptance pursuant to the Agreement.

Received and Approved:

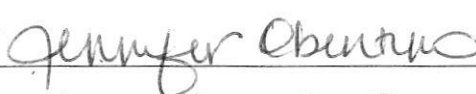
DEPARTMENT OF DEVELOPMENT

By: 
Title: Director

Date: June 10, 2015

Issued:

CONSULTANT

By: 
Title: VICE PRESIDENT

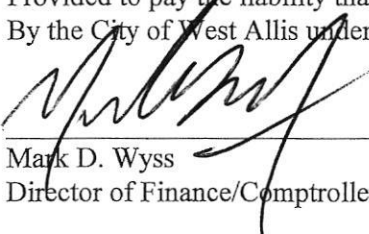
Date: 7-2-15

ATTACHMENTS:
Scope of Services
Consultant Hourly Rate

Scott/City --Proceed Order-Form

COMPTROLLER'S CERTIFICATE

Countersigned this 16 day of June, 2015,
and I certify that the necessary funds have been
Provided to pay the liability that may be incurred
By the City of West Allis under this Contract.


Mark D. Wyss
Director of Finance/Comptroller/Treasurer



AECOM
1555 N. River Center Drive, Suite 214
Milwaukee, WI 53212

414.944.6080 tel
414.944.6081 fax

Scope of Service

October 27, 2014

Mr. John Stibal
Department of Development
City of West Allis
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Subject: Proposal/Work Plan for Additional Site Investigation at the Plating Engineering Site, 1928 S. 62nd Street, West Allis, Wisconsin, AECOM Project No. 60281647, BRRTS No. 02-41-246288, FID No. 241040800

Dear Mr. Stibal,

AECOM Technical Services, Inc. (AECOM) is pleased to provide this proposal for additional site investigation services at the Plating Engineering Site, 1928 South 62nd Street (Site). This proposal was prepared as a result of our findings provided to the Wisconsin Department of Natural Resource (WDNR) in a data package July 14, 2014 and discussed during our July 31, 2014 meeting with the WDNR. The additional work was requested by the WDNR in their August 21, 2014 letter.

Project Approach

Based on our discussions during the meeting, the WDNR has requested the following additional work:

- investigating the extent of adjacent off-site impacts to groundwater of the chlorinated volatile organic compounds (CVOCs) to the north, northeast, south, and west,
- assessing soil vapors in the sub-slab material beneath the Dinette Showcase building located adjacent to the Site to the east,
- conducting two sampling events of all monitoring wells and piezometers following the installation of the additional off-site monitoring wells, and
- evaluating the buried utilities located on South 62nd Street for potential impacts from the Site.

In addition, based on our recent correspondence with Mr. John Hnat, WDNR, AECOM will evaluate, repair/replace and sample the soil vapor probe (SV-2) adjacent to the K& K Auto Body garage and will complete a soil probe/temporary well installation and associated analytical testing near the west property boundary of the site. The proposed work scope, schedule, and cost estimate are present below.

Work Scope

Based on the project approach outlined above, the following scope of services is proposed for this investigation:

- Notify the off-site property owners of the work proposed to be performed on their property. AECOM recently provided each of the four off-site property owners the results of the most recent sampling events performed on their property. This correspondence will help facilitate their understanding for the additional investigation on their property.
- Contact Digger's Hotline for the location of public utilities in the area of the investigation. A private utility locator will be contracted to locate private utilities on adjacent properties.
- Update the existing Health and Safety Plan.
- Install five NR 141-compliant groundwater monitoring wells (MW-20 through MW-24). Two wells will be installed to the north on the right-of-way along West Burnham Street (adjacent to K&K Auto Body). One well will be installed to the northeast on the bowling alley parking lot, one well in the Unit Drop Forge parking lot to the south, and one well on South 62nd Street west of the utility corridor. Figure 1 shows the proposed locations of the monitoring wells. All five well borings will be advanced using the hollow-stem auger drilling technique.
- Soil samples will be collected during drilling of the proposed groundwater monitoring wells. The samples will be logged and classified according to the Unified Soil Classification System (USCS) and will be screened in the field for the presence of volatile organics using a photo-ionization detector (PID). No soil samples are anticipated to be submitted for laboratory analysis for this scope of work.
- Groundwater sampling will be conducted at each of the existing water table wells and piezometers and at the proposed water table wells (27 wells total). For this scope of services, two rounds of quarterly sampling are proposed. Groundwater samples will be analyzed for VOCs and target metals (chromium, copper, lead, nickel) for the samples collected during the first quarterly sampling. The second round of quarterly sampling will include VOCs and target metals at a limited number of monitoring wells, based on detections of metals above their respective NR 140 Preventive Action Limits during the first quarter. For estimating purposes, we have assumed metals analysis will be conducted at 12 to 15 wells during the second quarterly sampling.
- Three soil probes will be conducted along the utility corridor on South 62nd Street to evaluate the presence or absence of impacts adjacent to the sanitary and storm sewers. Based on information provided by the City of West Allis Engineer, an 8-inch diameter sanitary sewer is located at the right-of-way center-line at a depth of 10 feet bgs. The storm sewer is located approximately 2 feet to the west at an approximate depth of 5 feet bgs. Based on the age of the sewers and the City's observations during the Burnham Street sewer replacement, the sewers are anticipated to be back-filled with excavation spoils (vs. typical gravel back-fill which is more common in newer sewer installations). The probes will be completed to an approximate depth of 12 feet bgs. Soil samples will be field-screen for volatile organic vapors utilizing a photo-ionization detector. The probes will be advanced using a combination of hydraulic push probe and air knife to minimize potential damage to the utilities. Two soil samples will be collected and analyzed from each probe location: one from just below the invert depth of the storm sewer (6 to 7 feet bgs) and the second from below the invert depth of the sanitary sewer (11 to 12 feet bgs). Soil samples will be submitted for laboratory analysis of VOCs using EPA Test Method 8260 and metals (chromium, copper, lead, nickel) using EPA Test Method 6010.

- One additional soil probe will be conducted along the west property boundary to evaluate for potential contaminants between the utility corridor and the previously identified impacted areas of the site. The probe will be advanced using a hydraulic push probe to an approximate depth of 15 feet bgs. Soil samples will be screened for volatile organic vapors utilizing a photo-ionization detector. Two soil samples will be collected for laboratory analysis: one from within the upper 4 feet of the ground surface and the second from near the water table. Soil samples will be submitted for laboratory analysis of VOCs using EPA Test Method 8260 and metals (chromium, copper, lead, nickel) using EPA Test Method 6010. A temporary well will be installed at this soil probe location. One groundwater sample will be collected from the temporary well for analysis of VOCs. The temporary well will be abandoned immediately after sample collection.
- Two sub-slab vapor (SV) sampling pins will be installed inside the Dinette Showcase building. SV-4 will be located in the northwest area of the building and the location of SV-5 will be determined on-site on the basis of available space and in cooperation with the property owner, so as to minimize disruption of the business. SV-4 and SV-5 will be completed as capped flush-grade sampling points to allow for future monitoring. Figure 1 shows the proposed locations of the SV sampling locations.
- The existing soil vapor probe (SV-2) will be uncovered and replaced/repared if deemed necessary.
- Soil vapor samples will be collected from SV-2, SV-4 and SV-5 and analyzed for select VOCs (CVOCs and PVOCs) using EPA analytical method TO-15. Vapor samples will be collected in a Summa canister at a rate of approximately 200 ml/min. Helium will be used as a leak tracer at SV-4 and SV-5. Because of the uneven ground surface at SV-2 leak testing is not appropriate.
- Surveying will be conducted to determine the location and elevation of the proposed wells relative to State Plane Coordinates and mean sea level.
- Soil generated during the advancement of the soil probes/borings will be placed into 55-gallon drums that will be temporarily staged on-site until the analytical results from testing are available. Likewise, water generated from developing and purging the temporary wells will also be placed in a 55-gallon drum until proper disposal methods are determined. Based on the scope of the proposed investigation, we anticipate that no more than 5 drums of soil and 6 drums of water will be generated during the investigation. We have budgeted for solid waste disposal of these drums. If additional wastes are generated or if any of the wastes are determined to be hazardous, additional costs will be incurred.
- Results of this additional investigation will be evaluated and incorporated into the draft NR 716 Site Investigation/Remedial Action Options Report previously scoped. We anticipate that this will require significant revision/updates to the existing report figures and tables and previous interpretations of the existing results will need to be re-evaluated and incorporated into the existing draft document.
- The results of the additional off-site monitoring will be provided to the four adjacent property owners after each groundwater sampling event as individual data packages.

Project Schedule

AECOM will be available for sampling within two to three weeks of receiving authorization to proceed from the City of West Allis and WDNR, depending on availability of the soil boring subcontractor. We anticipate that analytical results will be available within two weeks of sample receipt by the laboratory. Verbal results and the subcontract laboratory report may be provided to the City and WDNR within 3 days of receipt by AECOM, if requested. A draft Site Investigation report documenting the results of the sampling will be available within six to eight weeks of receiving

the second quarter of groundwater sampling and analytical results. The final Site Investigation report and draft Remedial Action Options report will be available within three to five weeks of receiving comments from the City and WDNR. This schedule may be revised if it is determined that additional site investigation is necessary to define the extent of the impacts or evaluate appropriate remedial technologies.

Estimated Cost

The estimated cost associated with the above described scope of services is provided below.

Out of scope items, if any, will be billed on a time and materials basis using the rates shown on the attached fee schedule and may include travel costs and other expenses incurred by AECOM in rendering the services requested. Proposed changes, if any, to the scope of work following commencement of AECOM' services will be discussed with you and amendments made prior to incurring additional costs. In addition, field work costs were developed for completion outside the winter months of January through March, additional costs may be incurred for work in snow/ice.

Project Task	Estimated Cost
Field coordination/HASP Update	\$1,035
Soil Sampling/Well Installation	\$12,050
Sub-Slab Vapor Point Installation and Sampling	\$1,650
Groundwater Sampling	\$15,670
Surveying	\$1,270
Investigative Waste Disposal	\$1,400
Data Evaluation/Report Updates	\$5,985
Adjacent Property Owner Reporting	\$1,740
Project Management	\$1,000
Total Estimated Cost	\$41,800

If services to be provided under this Agreement require the agents, employees, or contractors of AECOM to enter onto the Project site, Client shall provide right-of-access to the site to AECOM, its employees, agents and contractors, to conduct the planned field observations or services. The current access agreements have been authorized for site work thru April 31, 2015.

The Fee Schedules for this project (copy attached) are expressly incorporated into, and are an integral part of our contract for services. This work will be completed in accordance with the terms and conditions of our Master Services Agreement dated January 2, 2014. We understand that the City will provide a work order for the services described above prior to initiating the services.

Sincerely yours,



Donna M. Volk, P.G., C.P.G.
Senior Hydrogeologist
donna.volk@aecom.com



Kevin L. Brehm, P.E.
Principal Engineer/Deputy District Manager
kevin.brehm@aecom.com

cc: Patrick Schloss, City of West Allis
John Hnat, WDNR

FORMER PLATING ENGINEERING

PROPOSED SAMPLE LOCATION MAP
1528 S. 62ND STREET
WEST ALLIS, WI

AECOM
Milwaukee Office
1555 RiverCenter Dr
Milwaukee, WI
414.944.6080



- LEGEND**
- VAPOR PROBE
 - ⊠ MONITORING WELL
 - PIEZOMETER
 - - - PROPERTY BOUNDARY
 - - - CHAIN LINK FENCE
 - ◻ FORMER BUILDING DEMOLISHED IN 2009 (SURFACE IS NOW ASPHALT)
 - UTILITIES
 - STORM SEWER
 - SANITARY SEWER
 - WATER
 - GAS
 - ELECTRIC
 - PROPOSED VAPOR PROBE
 - ⊠ PROPOSED MONITORING WELL
 - ⊠ PROPOSED GEOPROBE
 - ⊠ PROPOSED TEMPORARY MONITORING WELL

File: I:\Users\T1501\Projects\60251647\60251647_01_Proposed_Sample_Location_Map.dwg Project: 60251647 - 01 Proposed Sample Location Map - 10/22/2014 - 2:56 PM User: ENCL\T1501\T1501.dwg Plot Date: 10/22/2014 2:56 PM

~~State of Wisconsin~~
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

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



May 22, 2015

City of West Allis
Department of Development
Attn: Mr. John Stibel
7525 West Greenfield Avenue
West Allis, WI 53214

Subject: Proposal/Work Plan for Additional Site Investigation at Plating Engineering Site, 1928 South 62nd Street, West Allis, WI

FID: 241040800
BRRTS: 02-41-246288

Dear Mr. Stibal:

On October 27, 2014, AECOM submitted to the Wisconsin Department of Natural Resources ("the Department") a proposed/work plan for additional site investigation activities at the former Plating Engineering site at the address describe above. On May 21, 2015, I received the approved purchase order for \$41,800 to complete the additional site investigation and submittal of a Remedial Options Action Report (ROAR).

According to an AECOM Progress Report dated July 17, 2014, the amount remaining in the budget for this site before the additional request of \$41,800 is \$15,774.73. The Department approves the proposed/work plan for the additional site investigation. Total amount remaining in the budget to date is \$54,574.73.

A copy of the Purchase Order Number: 9EME0000027 an attached for your records.

The Department appreciates the actions you have taken to investigate and remediate the contamination at this site. If you have any questions or comments, please feel free to contact me at the above address or at (414) 263-8644. Please refer to the FID number at the top of this letter in any future correspondence. Future correspondence should be sent directly to me at the above address.

Sincerely,

John J. Hnat, P.G., C.P.G.
Project Manager/Hydrogeologist
Southeast Region
Remediation and Redevelopment

C: Tim Panzer, WDNR RR/5, Madison
Donna Volk, AECOM
WDNR SER Files

Plating Engr.

FID 291040800

SEND INVOICE IN TRIPLICATE TO:

STATE OF WISCONSIN
PURCHASE ORDER

- ENTER TYPE CODE
- 1 - Regular
 - 2 - Change Previous
 - 3 - Cancel Previous
 - 4 - Interagency
 - 5 - Blanket-Non Contract
 - 8 - Blanket-Contract
 - G - Grant (Pass-thru)
 - L - Master Lease Program
 - P - Project (Construction)

PURCHASE ORDER NUMBER
9EME0000027

DEPT OF NATURAL RESOURCES
REMEDICATION & REDEVELOPMENT
101 S WEBSTER ST
PO BOX 7921
MADISON WI 53707-7921

SHOW THIS NUMBER ON ALL SHIPMENTS
CORRESPONDENCE AND INVOICES

P	STATE USE	PD 370
VENDOR NUMBER		DATE: 01/22/15
396005651 A		PAGE: 1

VENDOR:

SHIP TO:

WEST ALLIS, CITY OF
ATTN: JOHN STIBAL
7525 W GREENFIELD AVE
WEST ALLIS WI 53214-4648

TIM PANZER
DEPT OF NATURAL RESOURCES
REMEDICATION & REDEVELOPMENT
101 S WEBSTER ST
PO BOX 7921
MADISON WI 53702

FOB	Terms	Delivery	Reference	Agency Bid No.:	Statewide Contract No.
DESTINATION	PER CONTRACT	06/30/15	9CME0000012		

Item	Quantity	Unit	Commodity Code	Unit Price	Total
1	1.000	EACH	926-42-00-0000	41,800.000000	41,800.00

COOPERATIVE AGREEMENT AMENDMENT - PLATING ENGINEERING SITE
DEMOLITION & CLEANUP. THIS ENCUMBRANCE PROVIDES ADDITIONAL FUNDING IN
SUPPORT OF ORIGINAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF WEST
ALLIS AND THE WI DNR. THIS ENCUMBRANCE ADDS AN ADDITIONAL \$41,800.00
TO THE ORIGINAL FUNDS SET ASIDE ON AGENCY ENCUMBRANCE DOCUMENTS
#9IME0000019 AND 9CME0000012, TO ENSURE COMPLETION OF THE SITE INVEST-
IGATION AND THE REMEDIAL OPTIONS ANALYSIS, AS AGREED UPON BY THE CITY
AND THE WI DNR PROJECT MANAGERS.

RECEIVED

MAY 21 2015

Initial: *[Signature]*

TOTAL: 41,800.00

EN FUND	AGY	ORG/SUB	APPR	ACTV	FUNC	OBJ/SUB	JOB	NUM	CAT	TOTAL
01	274	370	RRFP/	2	72	4	REKC	2700/01		41,800.00

TOTAL: 41,800.00

REGISTER NUMBER	INVOICE OR VOUCHER NO.	INV. OR VOU. DATE	NET AMOUNT	CASH DISCOUNT	DATE INV. FORWARDED	BALANCE
TIM PANZER (608) 267-2465						
Ack:						
Their Number:						
Shipping:						
Traced:						
					Richard W. Straub (303) 261-0115	



Cost Proposal

City of West Allis Proposal for Environmental Contracting and Consulting Services
April 25, 2012

Labor Category and Rates

STAFF CATEGORY	RATE/HOUR
Project Administrator I, Technician I	\$55.00
Technician II, Project Administrator II	\$65.00
Scientist I	\$75.00
Scientist II, Engineer I, Data Administrator II	\$85.00
Scientist III, Engineer II, Technician IV, Project Administrator III	\$100.00
Project Manager I, Engineer III, Scientist IV	\$110.00
Scientist V, Engineer IV	\$125.00
Project Director I, Project Manager II	\$145.00
Project Director II, Project Director III, Engineer V	\$165.00

Expert Witness Testimony will be billed at the rates shown here x 1.5.
Labor rates to be reviewed annually with the City of West Allis

Equipment Category and Rates

Other Direct Charges/Project Expenses/Subcontractors

Cost +8%

Vehicle Charges

Company Truck (including mileage) \$85.00/day
Personal Vehicle IRS Rate

Office Charges and Shipping

Plotter Usage \$ 0.20 per square foot
Copying \$ 0.10 per page B&W, \$ 0.75 per page color

Field Equipment and Supplies, Detailed List

Equipment Description	Unit*	Rate
FID/PID	/day	\$ 85.00



4-Gas Meter	/day	\$ 40.00
DO Meter	/day	\$ 25.00
Ph/Conductivity Meter	/day	\$ 15.00
Water Quality/REDOX Meter	/day	\$ 80.00
Interface Probe	/day	\$ 30.00
Water Level Probe	/day	\$ 20.00
Water Level – down well data logger	/day/week	\$ 40.00/200.00
Variable Speed Groundwater Pump, 120 volt	/day	\$ 100.00
Groundwater Pump, 12 volt	/day	\$ 20.00
Peristaltic Groundwater Pump, 12 volt	/day	\$ 20.00
GPS Survey Unit – hand held	/day	\$ 55.00
Supplies Description		
Bailer – disposable	each	\$ 9.00
Poly Tubing – ½ inch	/foot	\$ 0.25
Filter – high capacity	each	\$20.00
PPE – Level C	/day	\$ 25.00
PPE – Level D	/day	\$ 10.00

* Half day rates are typically ½ of full day rates.