



Hartmeyer Natural Area
2007 Roth Street, Madison

from Beth Sluys Lerdahl Park Neighborhood, Alder District 18

“Society exists within environment that must be respected and preserved for future generations...the preservation of important natural features and systems is critical to maintaining a healthy environment and ecological balances.” - Madison Comprehensive Plan (2018)

“A wetland exists on the Hartmeyer property that not only serves an important retention function, but as a natural feature for residents as well.” “Partner with the current owners of the wetlands near Roth Street to preserve and maintain them as open space.”- Oscar Mayer Area Strategic Assessment Report (2018)

“Preserving and enhancing the existing wetland area and the natural open space features that surround it may promote community building and identity in this area, serve employers/employees and serve as a green space gateway to the Northside.” Northport-Warner Park-Sherman Neighborhood Plan (2009)

The Parks and Open Space Plan identified the Sherman neighborhood area as deficient in access to a park.

Acquiring ALL 30 acres of the Hartmeyer land for conservancy fulfills 6 out of the 9 strategies in the Madison Comprehensive Plan:

1. Protect Madison’s water supply and infrastructure to provide safe, clean drinking water – the wetland can be a place for natural water infiltration and particulate removal
2. Improve lake and stream water quality – the wetland captures a large volume of water with each rain event and keeps it from storm sewers and slowly releases the water through infiltration
3. Acquire parkland and upgrade park facilities to accommodate more diverse activities and gatherings – the Hartmeyer property offers a great space for people of all ethnicities and ages and socioeconomic backgrounds to find a peaceful spot in the urban landscape for a quiet connection to nature and wildlife and nature education programming provided by city volunteers
4. Improve and preserve urban biodiversity through an interconnected greenway and habitat system – the back end of the Hartmeyer property runs along a rail corridor that offers a natural greenway that connects area open spaces for all urban wildlife
5. Develop a healthy and diverse tree canopy – there are several ancient oaks on the uplands that add to the variety of trees in the area with land enough to plant additional oaks; preserve the woodland buffer on the south edge of the property
6. Support sustainable farming and gardening practices that protect the ecosystem and public health- if preserved, the Hartmeyer natural area would be cleaned up and restored to include native plantings to provide habitat and enhance the ecosystem

While the preservation of ALL 30 acres is a departure from the Future Land use Map in the Comprehensive Plan, which identifies this as light industrial with a wetland overlay, the current desire of the Sherman Neighborhood Association as well as the Eken Park Neighborhood Association, Alder Abbas, Madison Audubon Society, and area residents and businesses is to conserve ALL 30 acres for a sanctuary natural area.

The area neighborhood associations including Sherman Neighborhood Association and the Eken Park Neighborhood Association clearly support the creation of a natural area sanctuary for the Hartmeyer property. Madison Audubon Society also supports the preservation of ALL 30 acres. While the Comprehensive Plan may recommend development that includes infill and redevelopment, the Northport-Warner Park-Sherman (NWS) Neighborhood Plan, the adopted sub-area plan (Nov 2009), shows that there is a desire for open space shown for the Hartmeyer property, it is based on the wetland delineation of that time. Overwhelmingly, the area residents who live in the adopted plan area are support of preserving the natural area of the Hartmeyer property. Overwhelmingly at all of the OMSAP related meetings with area residents, young, old and millennials, *no one at those meetings announced that they are against the creation of a natural area at the Hartmeyer property.*

It is the request that we consider the wetland as an existing context for the neighborhood area. True context-sensitive design is required, as the Hartmeyer land is a key component of the neighbor character and it offers a place in which community members feel ownership. The comprehensive plan also offers that we “preserve historic and special places that tell the story of Madison and reflect racially and ethnically diverse cultures and histories.” The Hartmeyer property tells the natural history of Madison, as one of the few urban areas that are still wetland surrounded by housing and businesses. Area businesses rely upon the wetland as a critical part of their business branding. The dental office facility on Sherman Avenue faces out onto the wetland and uses its visual calming effects to help their patients.

The Hartmeyer natural area resides near *known Native American human burial grounds* on the Oscar Mayer property (documented to be located at Lots 1 and 2) and Hartmeyer natural area could be a teaching tool in sharing the story of Madison’s native peoples’ natural history and experience. Area native people lived, trapped, hunted and traded along and in the Yahara River watershed. We need an archeological survey completed on the Hartmeyer parcel. Let us pay tribute to our native brothers and sisters by including the installation of a tribute garden on the burial sites at OM Station, rather than allowing for the potential excavation of human remains or development over the remains, on the OM Station property nearby. In the exploration of the Hartmeyer natural area, we can include signage for self-guided tours around the Hartmeyer property to explore early life and the habitat that provided such a rich diversity of opportunities as well as teaching opportunities for how our watershed works – rain, rivers, streams, and groundwater. The Friends of Hartmeyer have met with HoChunk representatives to discuss naming of the various ecosystem areas, to provide historic information related to footpaths and trails, etc. The land and all of its people are interconnected.

While the adopted NWS neighborhood plan shows development near the wetland, the uplands are required for the wetland to survive, and indeed, the wetland area has reclaimed its original boundaries as the subsurface water levels and surface runoff from increased rain. This increase in water inputs and the ever-rising groundwater levels has expanded the wetland-defined area to include the now permanent impoundment, commonly found in areas of hydric soils. This naturally occurring low-lying wet area has always been there but shows only as a dark impression on aerial photos. It is a natural depression in the landscape, not a manmade depression. It was in this low-lying area that the water first rose up and continues to expand to accept elevated groundwater levels and increased rainfall, just as wetlands are designed to do. There are historic oak trees along the borders of the land that have stood for centuries. This property is comprised of hydric soils, a clear indicator of a wetland ecosystem.



HYDRIC SOIL MAP

*BbB = BATAVIA SILT LOAM 0% HYDRIC RATING
VwA = VIRGIL SILT LOAM 10% HYDRIC RATING
Co = COLWOOD SILT LOAM 100% HYRIC RATING



NWI WETLAND MAP

*PUBHX = PALUSTRINE, UNCONSOLIDATED BOTTOM,
PERMANENTLY FLOODED

PEM1C = PALUSTRINE, EMERGENT, PERSISTENT,
SEASONALLY FLOODED

PEM1A = PALUSTRINE, EMERGENT, PERSISTENT,
TEMPORARY FLOODED

Area neighbors are talking about the Hartmeyer wetland online through emailing city leaders, BCC members and also on NextDoor and FaceBook. They are expressing their desire to keep the wetland intact, ALL 30 acres. These include our neighbors in Maple Bluff. (See the Plan Commission page for meeting date 11/11/2019, agenda item #8, File # 58107 on Legistar site. There are many letters in support of preserving the Hartmeyer property.)

At the time of the 2009 Northport-Warner Park-Sherman neighborhood plan, the Hartmeyer land was not displaying its true nature, wetland and upland disposition, due to less rainfall and greater use of groundwater by Oscar Mayer, still in production and using several high capacity wells in its production of meat products. Indeed, the Oscar Mayer (OM Station) drawdown of groundwater was included in the city's wellhead plan for Well 7 as being in Well 7's zone of capture as well as the industrial property being a potential source of contamination contribution.

2000 Aerial photo, high cap wells in use, wet area in view as low dark spot



2000

As a result of drier times and a lower groundwater level, the wetland was much drier, and even in use for area baseball fields and was mowed. Historic topographic maps and historic aerial photos show that the Hartmeyer land was marsh and wetland. In truth, most of the lakeshore areas that are now all developed and being redeveloped in the Madison area were once open marsh and wetland supporting the Yahara

River watershed. It was through the infilling of the wetlands and marsh areas with soil, public trash, rubble, construction debris, coal ash, and industrial toxic and hazardous waste, that we filled the wetlands and marshes in, and now redevelop and live on top of it. But the wetland and groundwater systems remain, despite our infilling. Wetland subsurface systems remain in place, and are not destroyed. As the saying goes, *a river runs through it*.

Aerial photos show the wetland ecosystem, despite the challenges presented, is thriving as it returns to its historic capacity within the urban setting. The outline of the baseball diamond is still present.



2018

Area birds such as sandhill cranes and osprey, amphibians and other species have found this small 30 acres and call it home. The sandhill cranes raise colts in the wetland each spring, and there is the potential for native plant species that have long been cut back or under fill that could emerge, given time. A current (Oct 2019) wetland delineation has determined the new boundaries of the wetland and uplands that added 4.12 acres to the initial 3 acres marked as wetland by city planners in the original OMSAP. Prior to this delineation being completed, the city planners added additional acres to the wetland to be considered for a park. The park-designated area to be considered should now be 17.12 acres, but is only still showing 13 acres in the current draft plan. If the city is willing to preserve this land, Dane County and GroundSwell have also indicated interest in preserving this property (per County Supervisor Paul Rusk and GroundSwell Executive Director, Jim Welsh). Please convene a meeting to discuss the purchase of the complete 30-acre ecosystem with Dane County and Groundswell. Area residents and businesses would also donate towards the creation of this park through crowd sourcing.

We have willing partners. They need only be invited to the table.

Alder Abbas and the Common Council have designated funds towards evaluating the Hartmeyer property, with a \$20,000 commitment in the budget for a property assessment. Because the owners of Hartmeyer had soil sampling completed in 2018 to determine contaminants in the soil, (related to petroleum spills and other uses of the property in the past) there are ongoing issues related to the clean up of this contamination. Also, a delineation of the wetland has been conducted by the owners (Oct 2019) and provided to city planning. The items of concern have been completed; so let us dedicate these funds (\$20,000) towards the completion of an environmental asset survey as well as for seed money towards the purchase of these 30 acres. Current city purchases have included a parcel on Milwaukee Street for .2 ac of land towards expanding a city park for 275,000 dollars. It recently purchased 13 acres for 1.2 million dollars on the south side of Madison. The Hartmeyer property sits in an Economic Opportunity Zone that would allow for funds through TID funding. We need only inquire about the price being asked, city planning likely has this number.

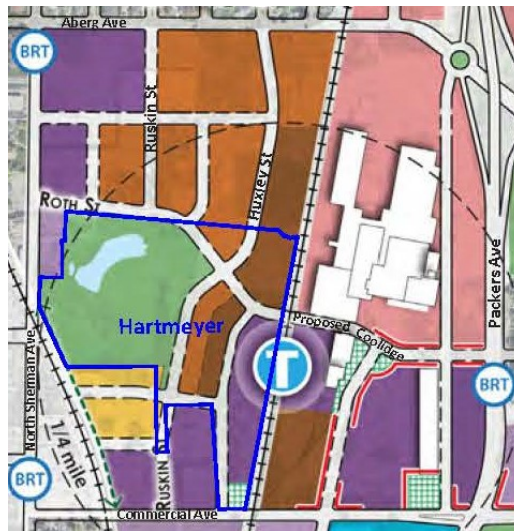
Current city purchases of land being considered in the area also include highly toxic chemical contaminated land (about 15 acres, Lots 1 and 2) at the north end of OM Station for the Metro bus operations (see attached recent site study for building 43). It was this very contamination that caused the closure of the use of high capacity wells on site for meat processing at Oscar Mayer. There is precedent for considering land that contains issues related to contamination concerns, throughout Madison, however the Hartmeyer land has much less to consider than is present at OM Station. The current owners of the Hartmeyer land are currently in a lawsuit to ensure that the property is cleaned up.

At this point in time, there are more roads and high-density residential developments being considered for the Hartmeyer area and along Packers Highway. When creating high-rise, high-density housing areas along Packers Highway, without any green space allocated for that development yet, let us consider creating a conservation park at the Hartmeyer land where the residents of the high-density, low-green space developments can go for nature recreation. Perhaps 910 Mayer LLC would consider partnering with the city by putting some funds towards this purchase as well.

Putting roads and high-density housing at Hartmeyer does not serve the residents of the Sherman Neighborhood, and having an open space as the redevelopment of OM Station property is underway, can only enhance the lifestyle of all area residents, both current and those yet to come. The current trend in the city is to plan for public transportation supporting existing and new development, rather than adding more cars and roads. We do not want added roadways throughout the Hartmeyer property. Transit oriented design does not mean adding cars and roads, but rather considering the best way to connect people to transit freedom: How do I travel today around Madison? Walk, bike, take the bus, light rail or the car (as a last resort option). The Mayor is clear that she prefers fewer cars and is reducing roadways around the city. Let's not add cars and roads.

Eken Park does not want Coolidge Street extended from their neighborhood to Sherman Avenue. They have strongly opposed the opening up of Coolidge Street for adding 5,000ADT to their street through a quiet neighborhood that dead ends at a park and then travels up Oak Street back to Commercial. Let's open Coolidge Street to pedestrian and bike traffic only, per the model on the west side of Madison at Monroe and Leonard Streets.

From OMSAP, Feb 26, 2020 Draft, estimated Hartmeyer property outline (blue) added by B. Sluys:



The Canadian Pacific (CP) Railroad is currently in the process of **reducing the number of at-grade crossings** due to the Federal Railroad Administration's *Grade Crossing Reduction Act*. The current crossing is at the end of Roth Street, and is still maintained by the CP. If the city demands a road be brought through to Sherman Avenue from Packers Highway, past the future brewery at OM Station in the previous power house (Powerhouse Brewery), then why not run it across the existing crossing at the end of Roth Street, and down along the western edge of OM Station property, past the brewery and out to Pennsylvania and Packers Avenue? It is not clear that the warehouse and refrigerated building will be remaining on the OM Station property long term. There is room for this roadway to be considered, without having to pursue a new rail crossing through the Office of the Commissioner of Railroads. In this way, the uplands of Hartmeyer will be preserved and could be restored. The CP has not been invited to review the feasibility of the proposed multi-modal hub, the addition of an at-grade rail crossing, or other land uses that could impact the rail corridor that are proposed in the OMSAP.

Past correspondences with the Canadian Pacific Railroad regarding the Oscar Mayer Special Area Plan concepts follows as they relate to at-grade crossings and also multi-modal hubs on the CP:

From January 30, 2020:

Dear Beth,

CP is not considering additional at-grade crossings in Madison, WI or anywhere across our system. In fact, CP has an ongoing system-wide safety initiative to close at-grade railroad crossings. This is in alignment with the FRA (Federal Railroad Administration) who set a goal in 1991 to close 25% of the 280,000 crossings in the US. This goal was established to improve public safety.

Our internal policy is that we do not allow new public crossings, as they increase the potential for grade crossing incidents, which increases safety risk for both the traveling public and train crews. CP would allow a new public crossing with the elimination and/or consolidation of two existing public crossings. This is key to ensure we continue to drive towards reducing the overall number of crossings and improving public safety.

Thank you for your inquiry and let me know if you questions.

Brian Osborne

Manager Public Works – US East Region

☎ 612-330-4555 ☎ 612-760-2945

Canadian Pacific Plaza 120 South 6th Street., Suite 700,
Minneapolis, MN 55402

From February 14, 2020:

Hi, Beth,

I understand you've been seeking information on any potential crossing or facility at Madison involving a multimodal transit hub. CP has not been involved in any discussions along these lines and so CP won't have anything to share.

Best regards,

Andy Cummings

Manager, Media Relations

O 612-851-5616

C 612-554-0850

120 S. 6th Street

Minneapolis, MN 55402

24/7 Media email - alert_mediarelations@cpr.ca

To date, WisDoT has not been invited to review the feasibility of the proposed roadways, road extensions, street crossings, added traffic controls, nor any of the suggested roundabouts or other transportation options presented in the OMSAP. So any transportation options proposed are not based on WisDoT governed or reviewed input, oversight or advice at this point in the process.

In these times of contagious disease and the required personal distancing, and global climate change and our flooding issues, it is clear that open spaces are more important than ever for public health and safety. Let us provide area neighborhoods and residents, and all of Madison, an opportunity for a natural area that provides for outdoor recreation and a place to visit in times of distress to be provided with a calming place. Let us not forget that we are dealing with climate change, in the midst of a global pandemic.

The Hartmeyer natural area provides a balance point for public health, both mental and physical as well as a site for carbon sequestration, a closed basin system to provide flood mitigation in Madison and Maple Bluff, and provides a safe and beautiful location for people to find solace in nature.

Please consider saving ALL 30 Acres and do not allow for cut through roads to be constructed on the Hartmeyer Conservation Sanctuary Park.

For the Good of All of Madison.



09 December 2019

Michael Schmoller
Remediation and Redevelopment Program
Wisconsin Department of Natural Resources (WDNR)
3911 Fish Hatchery Rd.
Fitchburg, WI 53711

Subject: Remediation Technology Screening
Former Spice Room - BRRTS Activity # 02-13-580723
910 Mayer Avenue
Madison, Wisconsin

Dear Mr. Schmoller,

ERM completed additional site investigation activities and remedial technology screening for the 910 Mayer property located in Madison, Wisconsin. The scope of these activities was consistent with discussion with the Wisconsin Department of Natural Resources (WDNR) in a meeting on July 10, 2019. The WDNR verbally requested site investigation data including analytical results. In addition, the WDNR requested 910 Mayer, LLC complete a remedial technology screening to evaluate remedial alternatives for the former Spice Room (Spice Room) release incident. This letter is in response to the WDNR request. The Site is located in the city of Madison, WI as shown in Figure 1.

Additional Investigation

The former Spice Room was located in Building 43. Based on discussions with the WDNR, ERM conducted an additional round of groundwater sampling at SR-MW-14, SR-MW-15, SR-MW-16A, and SR-MW-16B. Previous investigations includes soil and soil gas testing. Groundwater samples were submitted to Pace Analytical of Green Bay, Wisconsin and laboratory analytical results are provided as Attachment A. Laboratory analytical results were compared to WDNR criteria (as specified in WAC NR140) and an updated summary table for groundwater is provided as Table 1.

Concentrations of TCE in groundwater on August 29, 2019 were generally consistent with the concentrations detected in groundwater on May 9, 2019. Increases in cis-1,2 dichloroethylene concentrations were noted in SR-MW-14 and SR-MW-16B; however, concentrations of TCE in groundwater in August 2019 were all below the WAC NR140 Groundwater Enforcement Standard (ES).

ERM completed a gauging event of the groundwater monitoring wells and Demetral Landfill wells on August 30, 2019 to evaluate groundwater flow direction. Groundwater elevation contour maps for the shallow and intermediate aquifers are provided as Figure 2 and 3, respectively. Based upon these two contour maps, the groundwater flow direction for both the shallow and intermediate aquifer is to the south-southeast.

Based on investigations completed, the primary concern for the former Spice Room is concentrations of TCE in sub-slab samples that exceed WDNR sub-slab vapor criteria. Sub-slab sampling results are shown on Figure 4. Based on the investigations completed, the TCE appears to be present in shallow vadose zone fill materials that underlie the former Spice Room and Building 43. The extent of soil gas, soil, and groundwater impacts has been sufficiently defined to evaluate remedial technologies.

Remedial Technology Screening

The remedial technology screening was conducted in general accordance with Chapter NR 722 of the Wisconsin Administrative Code (WAC), Standards for Selecting Remedial Actions. The remedial technology screening considered the soil vapor and unsaturated soil under the applicable scenarios. Based on the site investigation completed to date, the exposure pathways appropriate to the former Spice Room release primarily includes the vapor air pathway, and secondarily the soil-to-groundwater pathway and the groundwater ingestion pathway. Note that groundwater data does not suggest the soil-to-groundwater pathway is complete, likely due to the presence of the building which prevents leaching of affected soils.

The applicability of remedial technologies to address sub-slab vapors in the fill materials were evaluated. Table B1 included in Attachment B provides a decision matrix for considering appropriate remedial options for the former Spice Room.

The key findings of the remedial technology screening for shallow soils and sub-slab vapor are as follows:

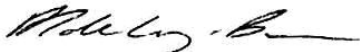
- Soil Vapor Extraction (SVE) was the only retained remedial option. Depending on system design, the SVE source area technology may require a complementary sub-slab depressurization system (SSDS) in distal areas to mitigate vapor intrusion risks.

Based on the results of the remedial technology screening the proposed next steps include:

- Prepare a conceptual design of the retained remedial option to develop understanding of the anticipated performance and costs of each retained option.
- Perform a pilot test to further evaluate the feasibility of sub-slab depressurization and SVE to meet remedial goals.
- Prepare a full-scale design based on the results of the conceptual design and pilot test.

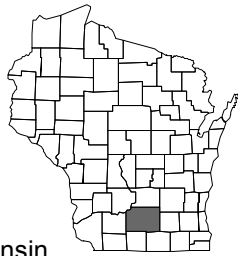
910 Mayer and ERM propose to meet with the WDNR to discuss the results of the remedial technology screening and proposed next steps.

Yours sincerely,

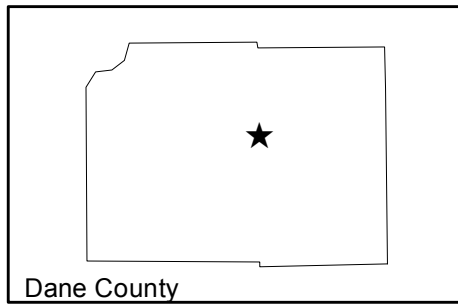


David de Courcy-Bower P.E.
Partner

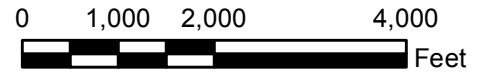
FIGURES



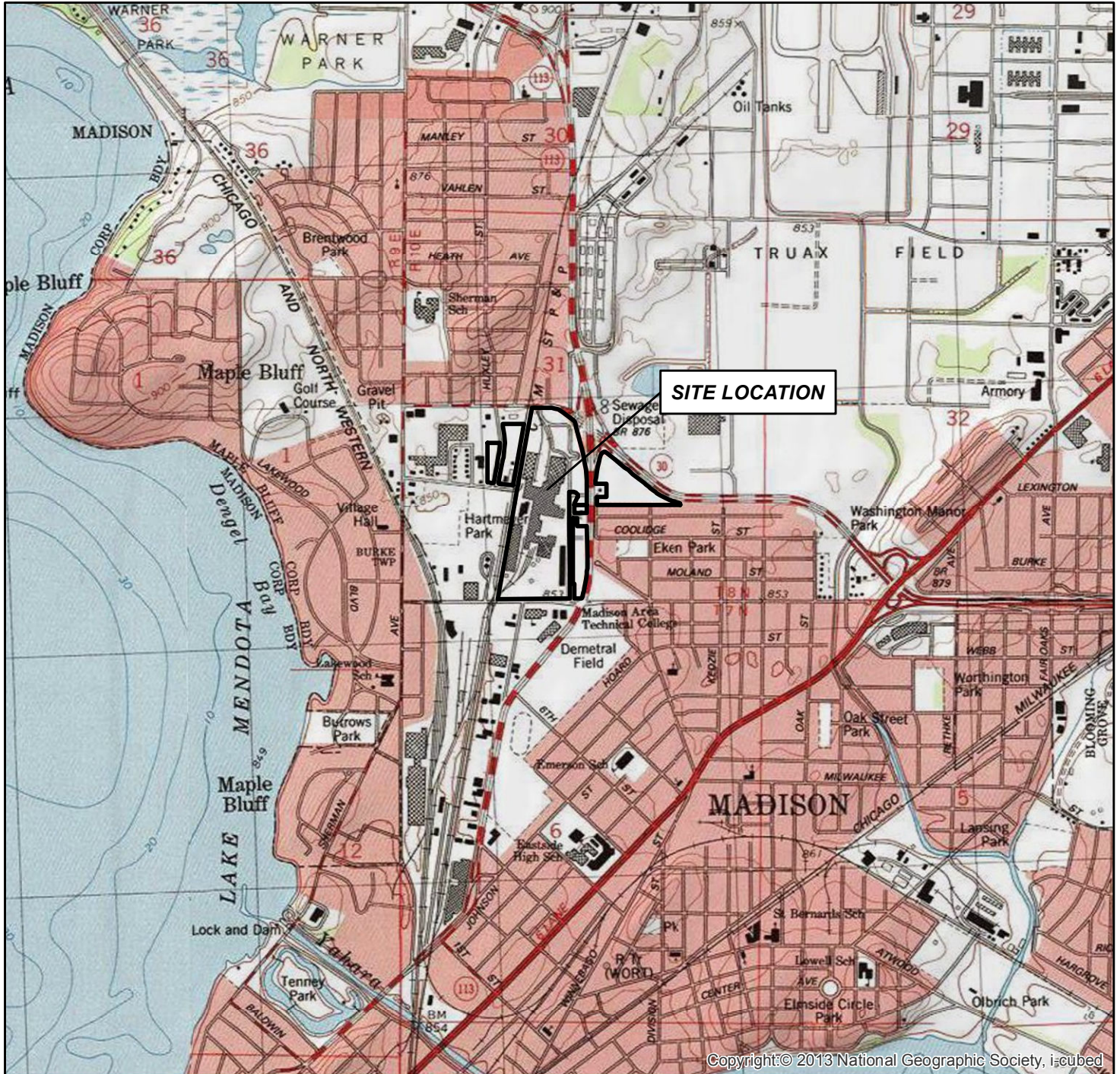
Wisconsin



Dane County



LAT. 41.11 LON. -89.356
DANE COUNTY
WISCONSIN



USGS 1:24K 7.5' Quadrangle:
Madison East, WI

SITE LOCATION MAP

910 Mayer LLC
910 Mayer Avenue
Madison
Dane County, Wisconsin

GIS Review: CS

CHK'D: DDCB

0441161

Drawn By:
SRV-9/27/2019

Environmental Resources Management

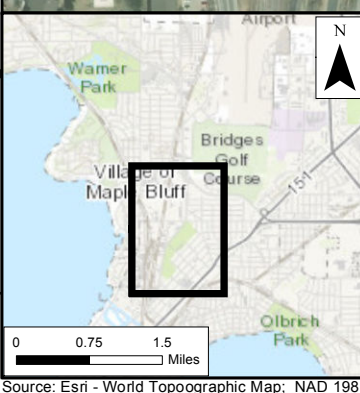
FIGURE 1

J:\Projects\OSCAR\MAYER-MADISL_MXD\Tank_South_Areal\Figure1_Site_LocationMap_EDCArea_20191021.mxd - 10/21/2019 19:57

FILE: J:\Projects\OSCAR_MAYER\MAD\ISL_MXD\GroundwaterContours\Map\UGUST2019_20190924.mxd | REVISED: 09/29/2019 | SCALE: 1:6,000 when printed at 11x17



Notes:
1. Gauging event 8/30/2019



Legend

- Demetral Landfill Monitoring Well Location
- Monitoring Well Location
- Shallow Groundwater Contour (0.5 Ft. Interval)
- 585.24 Groundwater Elevation (Ft. AMSL)
- Historical Site Feature
- 910 Mayer Properties (Main Site)

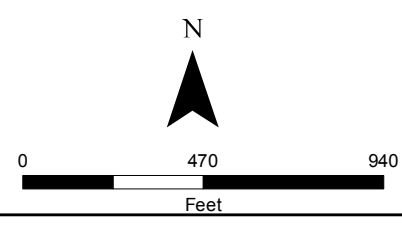


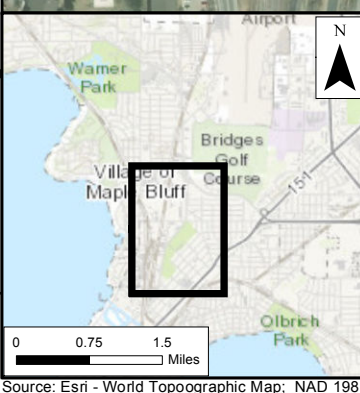
Figure 2
Shallow Groundwater Contour Map
August 2019
910 Mayer LLC
910 Mayer Avenue
Madison, Wisconsin

Environmental Resources Management
www.erm.com

FILE: J:\Projects\OSCAR_MAYER\MAD\ISL_MXD\GroundwaterContours\MapAUGUST2019_20190924.mxd | REVISION: 09/30/2019 | SCALE: 1:6,000 when printed at 11x17



Notes:
 1. Gauging event 8/30/2019
 2. * - Well not used in contouring



Legend

- Demetral Landfill Monitoring Well Location
- Monitoring Well Location
- Intermediate Groundwater Contour (0.5 Ft. Interval)
- 585.24 Groundwater Elevation (Ft. AMSL)
- Historical Site Feature
- 910 Mayer Properties (Main Site)

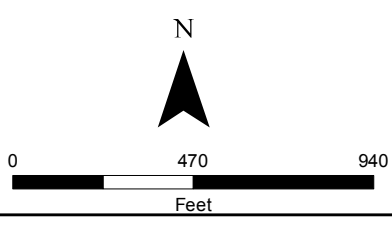
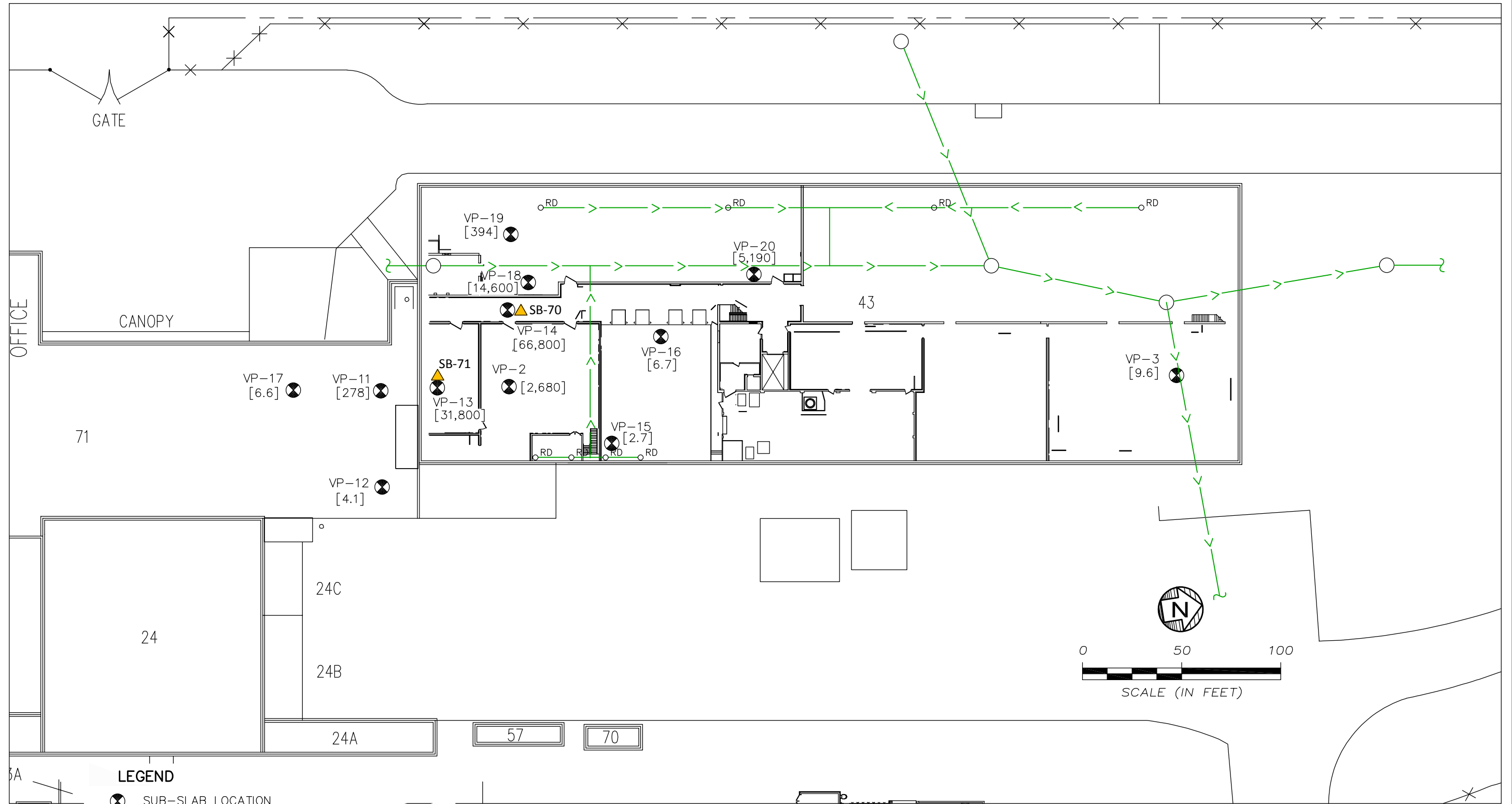







Figure 3
Intermediate Groundwater Contour Map
August 2019
 910 Mayer LLC
 910 Mayer Avenue
 Madison, Wisconsin

Environmental Resources Management
 www.erm.com

TCE SUB-SLAB SAMPLE RESULTS BUILDING 43 AND 71



LEGEND

-  SUB-SLAB LOCATION
- [927] TCE SOIL GAS RESULTS (MICROGRAMS PER CUBIC METER - $\mu\text{g}/\text{m}^3$)
-  STORM SEWER
-  STORM MANHOLE
-  ROOF DRAIN
-  SOIL BORING

Drawn By GML
CADD Review FGB
Date Drawn/Rev'd 8/14/17-3/5/19



910 MAYER LLC

910 MAYER AVENUE
MADISON, WISCONSIN

Environmental Resources Management

CHK'D RP
0441161
FIGURE 4

Q:\Team\MMV\IntfM-P1910 Mayer LLC\0441161\0441161-02.dwg, TCE SOIL GAS SAMPLE, 3/5/2019 11:30:25 AM, GML

TABLES

TABLE 1 - Groundwater Sampling Results

BRRTS # 02-13-580721
 SITE NAME: Oscar Mayer Facility
 SITE ADDRESS: 910 Mayer Avenue Madison, WI 53704

Parameter	Unit	PAL	ES	Location ID	SR-MW-14	SR-MW-14	SR-MW-15	SR-MW-15	SR-MW-16A	SR-MW-16A
				Sample Type	N	N	N	N	N	N
				Sample Date	5/9/2019	8/29/2019	5/9/2019	8/29/2019	5/9/2019	8/29/2019
				Well Interval	3-18 ft	3-18 ft	5-20 ft	5-20 ft	8-18 ft	8-18 ft
VOCs										
1,1,1,2-Tetrachloroethane	ug/L	7	70		< 0.27	< 1.1	< 0.27	< 0.27	< 0.27	< 0.27
1,1,1-Trichloroethane	ug/L	40	200		< 0.24	< 0.98	< 0.24	< 0.24	< 0.24	< 0.24
1,1,2,2-Tetrachloroethane	ug/L	0.02	0.2		< 0.28	< 1.1	< 0.28	< 0.28	< 0.28	< 0.28
1,1,2-Trichloroethane	ug/L	0.5	5		< 0.55	< 2.2	< 0.55	< 0.55	< 0.55	< 0.55
1,1-Dichloroethane	ug/L	85	850		< 0.27	< 1.1	< 0.27	< 0.27	< 0.27	< 0.27
1,1-Dichloroethene	ug/L	0.7	7		< 0.24	< 0.98	< 0.24	< 0.24	< 0.24	< 0.24
1,1-Dichloropropene	ug/L	NS	NS		< 0.54	< 2.2	< 0.54	< 0.54	< 0.54	< 0.54
1,2,3-Trichlorobenzene	ug/L	NS	NS		< 0.63	< 2.5	< 0.63	< 0.63	< 0.63	< 0.63
1,2,3-Trichloropropane	ug/L	12	60		< 0.59	< 2.4	< 0.59	< 0.59	< 0.59	< 0.59
1,2,4-Trichlorobenzene	ug/L	14	70		< 0.95	< 3.8	< 0.95	< 0.95	< 0.95	< 0.95
1,2,4-Trimethylbenzene	ug/L	NS	NS		< 0.84	< 3.4	< 0.84	< 0.84	< 0.84	< 0.84
1,2-Dibromo-3-chloropropane	ug/L	0.02	0.2		< 1.8	< 7.1	< 1.8	< 1.8	< 1.8	< 1.8
1,2-Dichlorobenzene	ug/L	60	600		< 0.71	< 2.8	< 0.71	< 0.71	< 0.71	< 0.71
1,2-Dichloroethane	ug/L	0.5	5		< 0.28	< 1.1	< 0.28	< 0.28	< 0.28	< 0.28
1,2-Dichloropropane	ug/L	0.5	5		< 0.28	< 1.1	< 0.28	< 0.28	< 0.28	< 0.28
1,3,5-Trimethylbenzene	ug/L	NS	NS		< 0.87	< 3.5	< 0.87	< 0.87	< 0.87	< 0.87
1,3-Dichlorobenzene	ug/L	120	600		< 0.63	< 2.5	< 0.63	< 0.63	< 0.63	< 0.63
1,3-Dichloropropane	ug/L	NS	NS		< 0.83	< 3.3	< 0.83	< 0.83	< 0.83	< 0.83
1,4-Dichlorobenzene	ug/L	15	75		< 0.94	< 3.8	< 0.94	< 0.94	< 0.94	< 0.94
2,2-Dichloropropane	ug/L	NS	NS		< 2.3	< 9.1	< 2.3	< 2.3	< 2.3	< 2.3
4-Chlorotoluene	ug/L	NS	NS		< 0.76	< 3.0	< 0.76	< 0.76	< 0.76	< 0.76
4-Isopropyltoluene	ug/L	NS	NS		< 0.80	< 3.2	< 0.80	< 0.80	< 0.80	< 0.80
Benzene	ug/L	0.5	5		< 0.25	< 0.99	< 0.25	< 0.25	< 0.25	< 0.25
Bromobenzene	ug/L	NS	NS		< 0.24	< 0.96	< 0.24	< 0.24	< 0.24	< 0.24
Bromodichloromethane	ug/L	0.06	0.6		< 0.36	< 1.5	< 0.36	< 0.36	< 0.36	< 0.36
Bromoform	ug/L	0.44	4.4		< 4.0	< 15.9	< 4.0	< 4.0	< 4.0	< 4.0
Carbon tetrachloride	ug/L	0.5	5		< 0.17	< 0.66	< 0.17	< 0.17	< 0.17	< 0.17
Chlorobenzene	ug/L	20	100		< 0.71	< 2.8	< 0.71	< 0.71	< 0.71	< 0.71
Chlorobromomethane	ug/L	NS	NS		< 0.36	< 1.4	< 0.36	< 0.36	< 0.36	< 0.36
Chloroethane	ug/L	80	400		< 1.3	< 5.4	< 1.3	< 1.3	< 1.3	< 1.3
Chloroform	ug/L	0.6	6		< 1.3	< 5.1	< 1.3	< 1.3	< 1.3	< 1.3
cis-1,2-Dichloroethene	ug/L	7	70		22.4	281	2.3	0.50J	< 0.27	0.60J
cis-1,3-Dichloropropene	ug/L	NS	NS		< 3.6	< 14.5	< 3.6	< 3.6	< 3.6	< 3.6
Dibromochloromethane	ug/L	6	60		< 2.6	< 10.4	< 2.6	< 2.6	< 2.6	< 2.6
Dibromomethane	ug/L	NS	NS		< 0.94	< 3.7	< 0.94	< 0.94	< 0.94	< 0.94
Dichlorodifluoromethane (Freon 12)	ug/L	200	1000		< 0.50	< 2.0	< 0.50	< 0.50	< 0.50	< 0.50
Ethylbenzene	ug/L	140	700		< 0.22	< 0.87	< 0.22	< 0.22	< 0.22	< 0.22
Ethylene dibromide	ug/L	0.005	0.05		< 0.83	< 3.3	< 0.83	< 0.83	< 0.83	< 0.83
Hexachlorobutadiene	ug/L	NS	NS		< 1.2	< 4.7	< 1.2	< 1.2	< 1.2	< 1.2
Isopropyl ether	ug/L	NS	NS		< 1.9	< 7.6	< 1.9	< 1.9	< 1.9	< 1.9
Isopropylbenzene (Cumene)	ug/L	NS	NS		< 0.39	< 1.6	< 0.39	< 0.39	< 0.39	< 0.39
m,p-Xylenes	ug/L	NS	NS		< 0.47	< 1.9	< 0.47	< 0.47	< 0.47	< 0.47
Methyl bromide	ug/L	1	10		< 0.97	< 3.9	< 0.97	< 0.97	< 0.97	< 0.97
Methyl chloride	ug/L	3	30		< 2.2	< 8.8	< 2.2	< 2.2	< 2.2	< 2.2
Methyl tert-butyl ether	ug/L	12	60		< 1.2	< 5.0	< 1.2	< 1.2	< 1.2	< 1.2
Methylene chloride	ug/L	0.5	5		< 0.58	< 2.3	< 0.58	< 0.58	< 0.58	< 0.58
Naphthalene	ug/L	10	100		< 1.2	< 4.7	< 1.2	< 1.2	< 1.2	< 1.2
n-Butylbenzene	ug/L	NS	NS		< 0.71	< 2.8	< 0.71	< 0.71	< 0.71	< 0.71
n-Propylbenzene	ug/L	NS	NS		< 0.81	< 3.2	< 0.81	< 0.81	< 0.81	< 0.81
o-Chlorotoluene (2-chlorotoluene)	ug/L	NS	NS		< 0.93	< 3.7	< 0.93	< 0.93	< 0.93	< 0.93
o-Xylene	ug/L	NS	NS		< 0.26	< 1.0	< 0.26	< 0.26	< 0.26	< 0.26
sec-Butylbenzene	ug/L	NS	NS		< 0.85	< 3.4	< 0.85	< 0.85	< 0.85	< 0.85
Styrene	ug/L	10	100		< 0.47	< 1.9	< 0.47	< 0.47	< 0.47	< 0.47
tert-Butylbenzene	ug/L	NS	NS		< 0.30	< 1.2	< 0.30	< 0.30	< 0.30	< 0.30
Tetrachloroethene	ug/L	0.5	5		< 0.33	< 1.3	11.5	8.7	< 0.33	< 0.33
Toluene	ug/L	160	800		< 0.17	< 0.69	< 0.17	< 0.17	< 0.17	< 0.17
trans-1,2-Dichloroethene	ug/L	20	100		< 1.1	< 4.4	< 1.1	< 1.1	< 1.1	< 1.1
trans-1,3-Dichloropropene	ug/L	NS	NS		< 4.4	< 17.5	< 4.4	< 4.4	< 4.4	< 4.4
Trichloroethene	ug/L	0.5	5		< 0.26	< 1.0	1.1	0.61J	0.95J	2.2
Trichlorofluoromethane (Freon 11)	ug/L	698	3490		< 0.21	< 0.86	< 0.21	< 0.21	< 0.21	< 0.21
Vinyl chloride	ug/L	0.02	0.2		51.3	68.6	< 0.17	< 0.17	< 0.17	< 0.17

Notes:

Results reported in micrograms per liter (ug/L).

Italicized values exceed the Chapter NR140 Preventive Action Limit (PAL)

Bold values exceed the Chapter NR140 Enforcement Standard (ES)

NS = No established standard

J = Estimated concentration at or above the limit of detection and below the limit of quantitation.

N = Normal sample

TABLE 1 - Groundwater Sampling Results

BRRTS # 02-13-580721
 SITE NAME: Oscar Mayer Facility
 SITE ADDRESS: 910 Mayer Avenue Madison, WI 53704

Parameter	Unit	PAL	ES	Location ID	SR-MW-16B
				Sample Type	N
				Sample Date	5/9/2019
				Well Interval	39-49 ft
				SR-MW-16B	N
					8/29/2019
					39-49 ft
VOCs					
1,1,1,2-Tetrachloroethane	ug/L	7	70	< 0.27	< 0.27
1,1,1-Trichloroethane	ug/L	40	200	< 0.24	< 0.24
1,1,2,2-Tetrachloroethane	ug/L	0.02	0.2	< 0.28	< 0.28
1,1,2-Trichloroethane	ug/L	0.5	5	< 0.55	< 0.55
1,1-Dichloroethane	ug/L	85	850	< 0.27	< 0.27
1,1-Dichloroethene	ug/L	0.7	7	0.32 J	< 0.24
1,1-Dichloropropene	ug/L	NS	NS	< 0.54	< 0.54
1,2,3-Trichlorobenzene	ug/L	NS	NS	< 0.63	< 0.63
1,2,3-Trichloropropane	ug/L	12	60	< 0.59	< 0.59
1,2,4-Trichlorobenzene	ug/L	14	70	< 0.95	< 0.95
1,2,4-Trimethylbenzene	ug/L	NS	NS	< 0.84	< 0.84
1,2-Dibromo-3-chloropropane	ug/L	0.02	0.2	< 1.8	< 1.8
1,2-Dichlorobenzene	ug/L	60	600	< 0.71	< 0.71
1,2-Dichloroethane	ug/L	0.5	5	21.2	50.6
1,2-Dichloropropane	ug/L	0.5	5	< 0.28	< 0.28
1,3,5-Trimethylbenzene	ug/L	NS	NS	< 0.87	< 0.87
1,3-Dichlorobenzene	ug/L	120	600	< 0.63	< 0.63
1,3-Dichloropropane	ug/L	NS	NS	< 0.83	< 0.83
1,4-Dichlorobenzene	ug/L	15	75	< 0.94	< 0.94
2,2-Dichloropropane	ug/L	NS	NS	< 2.3	< 2.3
4-Chlorotoluene	ug/L	NS	NS	< 0.76	< 0.76
4-Isopropyltoluene	ug/L	NS	NS	< 0.80	< 0.80
Benzene	ug/L	0.5	5	1.3	1.3
Bromobenzene	ug/L	NS	NS	< 0.24	< 0.24
Bromodichloromethane	ug/L	0.06	0.6	< 0.36	< 0.36
Bromoform	ug/L	0.44	4.4	< 4.0	< 4.0
Carbon tetrachloride	ug/L	0.5	5	< 0.17	< 0.17
Chlorobenzene	ug/L	20	100	< 0.71	< 0.71
Chlorobromomethane	ug/L	NS	NS	< 0.36	< 0.36
Chloroethane	ug/L	80	400	< 1.3	< 1.3
Chloroform	ug/L	0.6	6	< 1.3	< 1.3
cis-1,2-Dichloroethene	ug/L	7	70	44.7	82.3
cis-1,3-Dichloropropene	ug/L	NS	NS	< 3.6	< 3.6
Dibromochloromethane	ug/L	6	60	< 2.6	< 2.6
Dibromomethane	ug/L	NS	NS	< 0.94	< 0.94
Dichlorodifluoromethane (Freon 12)	ug/L	200	1000	< 0.50	< 0.50
Ethylbenzene	ug/L	140	700	< 0.22	< 0.22
Ethylene dibromide	ug/L	0.005	0.05	< 0.83	< 0.83
Hexachlorobutadiene	ug/L	NS	NS	< 1.2	< 1.2
Isopropyl ether	ug/L	NS	NS	< 1.9	< 1.9
Isopropylbenzene (Cumene)	ug/L	NS	NS	< 0.39	< 0.39
m,p-Xylenes	ug/L	NS	NS	< 0.47	< 0.47
Methyl bromide	ug/L	1	10	< 0.97	< 0.97
Methyl chloride	ug/L	3	30	< 2.2	< 2.2
Methyl tert-butyl ether	ug/L	12	60	< 1.2	< 1.2
Methylene chloride	ug/L	0.5	5	< 0.58	< 0.58
Naphthalene	ug/L	10	100	< 1.2	< 1.2
n-Butylbenzene	ug/L	NS	NS	< 0.71	< 0.71
n-Propylbenzene	ug/L	NS	NS	< 0.81	< 0.81
o-Chlorotoluene (2-chlorotoluene)	ug/L	NS	NS	< 0.93	< 0.93
o-Xylene	ug/L	NS	NS	< 0.26	< 0.26
sec-Butylbenzene	ug/L	NS	NS	< 0.85	< 0.85
Styrene	ug/L	10	100	< 0.47	< 0.47
tert-Butylbenzene	ug/L	NS	NS	< 0.30	< 0.30
Tetrachloroethene	ug/L	0.5	5	< 0.33	< 0.33
Toluene	ug/L	160	800	< 0.17	< 0.17
trans-1,2-Dichloroethene	ug/L	20	100	< 1.1	< 1.1
trans-1,3-Dichloropropene	ug/L	NS	NS	< 4.4	< 4.4
Trichloroethene	ug/L	0.5	5	0.66 J	0.70 J
Trichlorofluoromethane (Freon 11)	ug/L	698	3490	< 0.21	< 0.21
Vinyl chloride	ug/L	0.02	0.2	< 0.17	< 0.17

Notes:

Results reported in micrograms per liter (ug/L).

Italicized values exceed the Chapter NR140 Preventive Action Limit (PAL)

Bold values exceed the Chapter NR140 Enforcement Standard (ES)

NS = No established standard

J = Estimated concentration at or above the limit of detection and below the limit of quantitation.

N = Normal sample

ATTACHMENT A

LABORATORY ANALYTICAL RESULTS

September 05, 2019

Ryan Plath
ERM, INC.
700 W. Virginia Street
Suite 601
Milwaukee, WI 53204

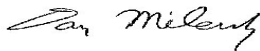
RE: Project: 0441161 FORMER OSCAR MAYER
Pace Project No.: 40194148

Dear Ryan Plath:

Enclosed are the analytical results for sample(s) received by the laboratory on August 31, 2019. The results relate only to the samples included in this report. Results reported herein conform to the most current, applicable TNI/NELAC standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Dan Milewsky
dan.milewsky@pacelabs.com
(920)469-2436
Project Manager

Enclosures

cc: David deCourcy-Bower, ERM, Inc.



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

CERTIFICATIONS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Green Bay Certification IDs

1241 Bellevue Street, Green Bay, WI 54302

Florida/NELAP Certification #: E87948

Illinois Certification #: 200050

Kentucky UST Certification #: 82

Louisiana Certification #: 04168

Minnesota Certification #: 055-999-334

New York Certification #: 12064

North Dakota Certification #: R-150

Virginia VELAP ID: 460263

South Carolina Certification #: 83006001

Texas Certification #: T104704529-14-1

Wisconsin Certification #: 405132750

Wisconsin DATCP Certification #: 105-444

USDA Soil Permit #: P330-16-00157

Federal Fish & Wildlife Permit #: LE51774A-0

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

SAMPLE SUMMARY

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Lab ID	Sample ID	Matrix	Date Collected	Date Received
40194148001	SR-MW-16B-WG-20190829	Water	08/29/19 13:00	08/31/19 08:40
40194148002	SR-MW-14-WG-20190829	Water	08/29/19 09:25	08/31/19 08:40
40194148003	SR-MW-15-WG-20190829	Water	08/29/19 10:40	08/31/19 08:40
40194148004	TS-MW-18B-WG-20190829	Water	08/29/19 17:00	08/31/19 08:40
40194148005	SR-MW-16A-WG-20190829	Water	08/29/19 11:35	08/31/19 08:40
40194148006	TS-MW-18A-WG-20190829	Water	08/29/19 15:30	08/31/19 08:40
40194148007	TB-01-WQ-20190829	Water	08/29/19 11:30	08/31/19 08:40

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

SAMPLE ANALYTE COUNT

Project: 0441161 FORMER OSCAR MAYER
Pace Project No.: 40194148

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
40194148001	SR-MW-16B-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148002	SR-MW-14-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148003	SR-MW-15-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148004	TS-MW-18B-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148005	SR-MW-16A-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148006	TS-MW-18A-WG-20190829	EPA 8260	SMT	64	PASI-G
40194148007	TB-01-WQ-20190829	EPA 8260	SMT	64	PASI-G

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Sample Project No.: 40194148

Sample: SR-MW-16B-WG-20190829 **Lab ID: 40194148001** Collected: 08/29/19 13:00 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 14:38	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 14:38	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 14:38	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 14:38	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 14:38	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 14:38	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 14:38	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 14:38	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 14:38	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 14:38	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 14:38	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 14:38	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 14:38	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 14:38	95-50-1	
1,2-Dichloroethane	50.6	ug/L	1.0	0.28	1		09/04/19 14:38	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 14:38	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 14:38	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 14:38	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 14:38	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 14:38	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 14:38	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 14:38	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 14:38	106-43-4	
Benzene	1.3	ug/L	1.0	0.25	1		09/04/19 14:38	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 14:38	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 14:38	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 14:38	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 14:38	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 14:38	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 14:38	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 14:38	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 14:38	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 14:38	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 14:38	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 14:38	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 14:38	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 14:38	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 14:38	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 14:38	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 14:38	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 14:38	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 14:38	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 14:38	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 14:38	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 14:38	100-42-5	
Tetrachloroethene	<0.33	ug/L	1.1	0.33	1		09/04/19 14:38	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-16B-WG-20190829 **Lab ID: 40194148001** Collected: 08/29/19 13:00 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Toluene	<0.17	ug/L	5.0	0.17	1		09/04/19 14:38	108-88-3	
Trichloroethene	0.70J	ug/L	1.0	0.26	1		09/04/19 14:38	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 14:38	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 14:38	75-01-4	
cis-1,2-Dichloroethene	82.3	ug/L	1.0	0.27	1		09/04/19 14:38	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 14:38	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 14:38	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 14:38	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 14:38	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 14:38	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 14:38	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 14:38	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 14:38	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 14:38	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 14:38	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	85	%	70-130		1		09/04/19 14:38	460-00-4	
Dibromofluoromethane (S)	122	%	70-130		1		09/04/19 14:38	1868-53-7	
Toluene-d8 (S)	93	%	70-130		1		09/04/19 14:38	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-14-WG-20190829 Lab ID: 40194148002 Collected: 08/29/19 09:25 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
1,1,1,2-Tetrachloroethane	<1.1	ug/L	4.0	1.1	4		09/04/19 16:59	630-20-6	
1,1,1-Trichloroethane	<0.98	ug/L	4.0	0.98	4		09/04/19 16:59	71-55-6	
1,1,2,2-Tetrachloroethane	<1.1	ug/L	4.0	1.1	4		09/04/19 16:59	79-34-5	
1,1,2-Trichloroethane	<2.2	ug/L	20.0	2.2	4		09/04/19 16:59	79-00-5	
1,1-Dichloroethane	<1.1	ug/L	4.0	1.1	4		09/04/19 16:59	75-34-3	
1,1-Dichloroethene	<0.98	ug/L	4.0	0.98	4		09/04/19 16:59	75-35-4	
1,1-Dichloropropene	<2.2	ug/L	7.2	2.2	4		09/04/19 16:59	563-58-6	
1,2,3-Trichlorobenzene	<2.5	ug/L	20.0	2.5	4		09/04/19 16:59	87-61-6	
1,2,3-Trichloropropane	<2.4	ug/L	20.0	2.4	4		09/04/19 16:59	96-18-4	
1,2,4-Trichlorobenzene	<3.8	ug/L	20.0	3.8	4		09/04/19 16:59	120-82-1	
1,2,4-Trimethylbenzene	<3.4	ug/L	11.2	3.4	4		09/04/19 16:59	95-63-6	
1,2-Dibromo-3-chloropropane	<7.1	ug/L	23.5	7.1	4		09/04/19 16:59	96-12-8	
1,2-Dibromoethane (EDB)	<3.3	ug/L	11.1	3.3	4		09/04/19 16:59	106-93-4	
1,2-Dichlorobenzene	<2.8	ug/L	9.4	2.8	4		09/04/19 16:59	95-50-1	
1,2-Dichloroethane	<1.1	ug/L	4.0	1.1	4		09/04/19 16:59	107-06-2	
1,2-Dichloropropane	<1.1	ug/L	4.0	1.1	4		09/04/19 16:59	78-87-5	
1,3,5-Trimethylbenzene	<3.5	ug/L	11.6	3.5	4		09/04/19 16:59	108-67-8	
1,3-Dichlorobenzene	<2.5	ug/L	8.4	2.5	4		09/04/19 16:59	541-73-1	
1,3-Dichloropropane	<3.3	ug/L	11.0	3.3	4		09/04/19 16:59	142-28-9	
1,4-Dichlorobenzene	<3.8	ug/L	12.6	3.8	4		09/04/19 16:59	106-46-7	
2,2-Dichloropropane	<9.1	ug/L	30.2	9.1	4		09/04/19 16:59	594-20-7	
2-Chlorotoluene	<3.7	ug/L	20.0	3.7	4		09/04/19 16:59	95-49-8	
4-Chlorotoluene	<3.0	ug/L	10.1	3.0	4		09/04/19 16:59	106-43-4	
Benzene	<0.99	ug/L	4.0	0.99	4		09/04/19 16:59	71-43-2	
Bromobenzene	<0.96	ug/L	4.0	0.96	4		09/04/19 16:59	108-86-1	
Bromochloromethane	<1.4	ug/L	20.0	1.4	4		09/04/19 16:59	74-97-5	
Bromodichloromethane	<1.5	ug/L	4.8	1.5	4		09/04/19 16:59	75-27-4	
Bromoform	<15.9	ug/L	53.0	15.9	4		09/04/19 16:59	75-25-2	
Bromomethane	<3.9	ug/L	20.0	3.9	4		09/04/19 16:59	74-83-9	
Carbon tetrachloride	<0.66	ug/L	4.0	0.66	4		09/04/19 16:59	56-23-5	
Chlorobenzene	<2.8	ug/L	9.5	2.8	4		09/04/19 16:59	108-90-7	
Chloroethane	<5.4	ug/L	20.0	5.4	4		09/04/19 16:59	75-00-3	
Chloroform	<5.1	ug/L	20.0	5.1	4		09/04/19 16:59	67-66-3	
Chloromethane	<8.8	ug/L	29.2	8.8	4		09/04/19 16:59	74-87-3	
Dibromochloromethane	<10.4	ug/L	34.7	10.4	4		09/04/19 16:59	124-48-1	
Dibromomethane	<3.7	ug/L	12.5	3.7	4		09/04/19 16:59	74-95-3	
Dichlorodifluoromethane	<2.0	ug/L	20.0	2.0	4		09/04/19 16:59	75-71-8	
Diisopropyl ether	<7.6	ug/L	25.2	7.6	4		09/04/19 16:59	108-20-3	
Ethylbenzene	<0.87	ug/L	4.0	0.87	4		09/04/19 16:59	100-41-4	
Hexachloro-1,3-butadiene	<4.7	ug/L	20.0	4.7	4		09/04/19 16:59	87-68-3	
Isopropylbenzene (Cumene)	<1.6	ug/L	20.0	1.6	4		09/04/19 16:59	98-82-8	
Methyl-tert-butyl ether	<5.0	ug/L	16.6	5.0	4		09/04/19 16:59	1634-04-4	
Methylene Chloride	<2.3	ug/L	20.0	2.3	4		09/04/19 16:59	75-09-2	
Naphthalene	<4.7	ug/L	20.0	4.7	4		09/04/19 16:59	91-20-3	
Styrene	<1.9	ug/L	6.2	1.9	4		09/04/19 16:59	100-42-5	
Tetrachloroethene	<1.3	ug/L	4.4	1.3	4		09/04/19 16:59	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-14-WG-20190829 **Lab ID: 40194148002** Collected: 08/29/19 09:25 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Toluene	<0.69	ug/L	20.0	0.69	4		09/04/19 16:59	108-88-3	
Trichloroethene	<1.0	ug/L	4.0	1.0	4		09/04/19 16:59	79-01-6	
Trichlorofluoromethane	<0.86	ug/L	4.0	0.86	4		09/04/19 16:59	75-69-4	
Vinyl chloride	68.6	ug/L	4.0	0.70	4		09/04/19 16:59	75-01-4	
cis-1,2-Dichloroethene	281	ug/L	4.0	1.1	4		09/04/19 16:59	156-59-2	
cis-1,3-Dichloropropene	<14.5	ug/L	48.4	14.5	4		09/04/19 16:59	10061-01-5	
m&p-Xylene	<1.9	ug/L	8.0	1.9	4		09/04/19 16:59	179601-23-1	
n-Butylbenzene	<2.8	ug/L	9.4	2.8	4		09/04/19 16:59	104-51-8	
n-Propylbenzene	<3.2	ug/L	20.0	3.2	4		09/04/19 16:59	103-65-1	
o-Xylene	<1.0	ug/L	4.0	1.0	4		09/04/19 16:59	95-47-6	
p-Isopropyltoluene	<3.2	ug/L	10.7	3.2	4		09/04/19 16:59	99-87-6	
sec-Butylbenzene	<3.4	ug/L	20.0	3.4	4		09/04/19 16:59	135-98-8	
tert-Butylbenzene	<1.2	ug/L	4.1	1.2	4		09/04/19 16:59	98-06-6	
trans-1,2-Dichloroethene	<4.4	ug/L	14.5	4.4	4		09/04/19 16:59	156-60-5	
trans-1,3-Dichloropropene	<17.5	ug/L	58.3	17.5	4		09/04/19 16:59	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	85	%	70-130		4		09/04/19 16:59	460-00-4	
Dibromofluoromethane (S)	122	%	70-130		4		09/04/19 16:59	1868-53-7	
Toluene-d8 (S)	93	%	70-130		4		09/04/19 16:59	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-15-WG-20190829 Lab ID: 40194148003 Collected: 08/29/19 10:40 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:00	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 15:00	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:00	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 15:00	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:00	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:00	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 15:00	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 15:00	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 15:00	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 15:00	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 15:00	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 15:00	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 15:00	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:00	95-50-1	
1,2-Dichloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:00	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:00	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 15:00	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 15:00	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 15:00	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 15:00	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 15:00	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 15:00	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 15:00	106-43-4	
Benzene	<0.25	ug/L	1.0	0.25	1		09/04/19 15:00	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:00	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 15:00	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 15:00	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 15:00	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 15:00	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:00	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:00	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 15:00	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 15:00	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 15:00	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 15:00	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 15:00	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 15:00	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 15:00	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 15:00	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:00	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 15:00	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 15:00	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 15:00	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:00	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 15:00	100-42-5	
Tetrachloroethene	8.7	ug/L	1.1	0.33	1		09/04/19 15:00	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-15-WG-20190829 **Lab ID: 40194148003** Collected: 08/29/19 10:40 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
Toluene	<0.17	ug/L	5.0	0.17	1		09/04/19 15:00	108-88-3	
Trichloroethene	0.61J	ug/L	1.0	0.26	1		09/04/19 15:00	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 15:00	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:00	75-01-4	
cis-1,2-Dichloroethene	0.50J	ug/L	1.0	0.27	1		09/04/19 15:00	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 15:00	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 15:00	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:00	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 15:00	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 15:00	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 15:00	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 15:00	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 15:00	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 15:00	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 15:00	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	84	%	70-130		1		09/04/19 15:00	460-00-4	
Dibromofluoromethane (S)	123	%	70-130		1		09/04/19 15:00	1868-53-7	
Toluene-d8 (S)	93	%	70-130		1		09/04/19 15:00	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: **TS-MW-18B-WG-20190829** Lab ID: **40194148004** Collected: 08/29/19 17:00 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:23	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 15:23	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:23	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 15:23	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:23	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:23	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 15:23	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 15:23	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 15:23	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 15:23	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 15:23	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 15:23	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 15:23	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:23	95-50-1	
1,2-Dichloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:23	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:23	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 15:23	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 15:23	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 15:23	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 15:23	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 15:23	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 15:23	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 15:23	106-43-4	
Benzene	<0.25	ug/L	1.0	0.25	1		09/04/19 15:23	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:23	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 15:23	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 15:23	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 15:23	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 15:23	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:23	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:23	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 15:23	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 15:23	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 15:23	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 15:23	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 15:23	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 15:23	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 15:23	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 15:23	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:23	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 15:23	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 15:23	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 15:23	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:23	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 15:23	100-42-5	
Tetrachloroethene	<0.33	ug/L	1.1	0.33	1		09/04/19 15:23	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: TS-MW-18B-WG-20190829 **Lab ID: 40194148004** Collected: 08/29/19 17:00 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
Toluene	0.21J	ug/L	5.0	0.17	1		09/04/19 15:23	108-88-3	
Trichloroethene	<0.26	ug/L	1.0	0.26	1		09/04/19 15:23	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 15:23	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:23	75-01-4	
cis-1,2-Dichloroethene	<0.27	ug/L	1.0	0.27	1		09/04/19 15:23	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 15:23	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 15:23	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:23	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 15:23	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 15:23	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 15:23	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 15:23	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 15:23	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 15:23	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 15:23	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	84	%	70-130		1		09/04/19 15:23	460-00-4	
Dibromofluoromethane (S)	123	%	70-130		1		09/04/19 15:23	1868-53-7	
Toluene-d8 (S)	93	%	70-130		1		09/04/19 15:23	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-16A-WG-20190829 Lab ID: 40194148005 Collected: 08/29/19 11:35 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:51	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 15:51	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:51	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 15:51	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 15:51	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:51	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 15:51	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 15:51	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 15:51	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 15:51	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 15:51	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 15:51	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 15:51	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:51	95-50-1	
1,2-Dichloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:51	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 15:51	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 15:51	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 15:51	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 15:51	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 15:51	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 15:51	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 15:51	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 15:51	106-43-4	
Benzene	<0.25	ug/L	1.0	0.25	1		09/04/19 15:51	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 15:51	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 15:51	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 15:51	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 15:51	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 15:51	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:51	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:51	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 15:51	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 15:51	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 15:51	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 15:51	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 15:51	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 15:51	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 15:51	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 15:51	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:51	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 15:51	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 15:51	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 15:51	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 15:51	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 15:51	100-42-5	
Tetrachloroethene	<0.33	ug/L	1.1	0.33	1		09/04/19 15:51	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: SR-MW-16A-WG-20190829 **Lab ID: 40194148005** Collected: 08/29/19 11:35 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV									
Analytical Method: EPA 8260									
Toluene	<0.17	ug/L	5.0	0.17	1		09/04/19 15:51	108-88-3	
Trichloroethene	2.2	ug/L	1.0	0.26	1		09/04/19 15:51	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 15:51	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 15:51	75-01-4	
cis-1,2-Dichloroethene	0.60J	ug/L	1.0	0.27	1		09/04/19 15:51	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 15:51	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 15:51	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 15:51	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 15:51	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 15:51	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 15:51	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 15:51	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 15:51	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 15:51	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 15:51	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	85	%	70-130		1		09/04/19 15:51	460-00-4	
Dibromofluoromethane (S)	124	%	70-130		1		09/04/19 15:51	1868-53-7	
Toluene-d8 (S)	94	%	70-130		1		09/04/19 15:51	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Sample Project No.: 40194148

Sample: **TS-MW-18A-WG-20190829** Lab ID: **40194148006** Collected: 08/29/19 15:30 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 16:14	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 16:14	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 16:14	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 16:14	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 16:14	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 16:14	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 16:14	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 16:14	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 16:14	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 16:14	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 16:14	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 16:14	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 16:14	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 16:14	95-50-1	
1,2-Dichloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 16:14	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 16:14	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 16:14	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 16:14	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 16:14	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 16:14	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 16:14	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 16:14	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 16:14	106-43-4	
Benzene	<0.25	ug/L	1.0	0.25	1		09/04/19 16:14	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 16:14	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 16:14	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 16:14	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 16:14	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 16:14	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 16:14	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 16:14	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 16:14	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 16:14	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 16:14	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 16:14	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 16:14	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 16:14	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 16:14	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 16:14	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 16:14	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 16:14	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 16:14	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 16:14	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 16:14	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 16:14	100-42-5	
Tetrachloroethene	<0.33	ug/L	1.1	0.33	1		09/04/19 16:14	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: TS-MW-18A-WG-20190829 **Lab ID: 40194148006** Collected: 08/29/19 15:30 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
Toluene	<0.17	ug/L	5.0	0.17	1		09/04/19 16:14	108-88-3	
Trichloroethene	<0.26	ug/L	1.0	0.26	1		09/04/19 16:14	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 16:14	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 16:14	75-01-4	
cis-1,2-Dichloroethene	<0.27	ug/L	1.0	0.27	1		09/04/19 16:14	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 16:14	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 16:14	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 16:14	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 16:14	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 16:14	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 16:14	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 16:14	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 16:14	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 16:14	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 16:14	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	84	%	70-130		1		09/04/19 16:14	460-00-4	
Dibromofluoromethane (S)	124	%	70-130		1		09/04/19 16:14	1868-53-7	
Toluene-d8 (S)	92	%	70-130		1		09/04/19 16:14	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: TB-01-WQ-20190829 **Lab ID: 40194148007** Collected: 08/29/19 11:30 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
1,1,1,2-Tetrachloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 12:41	630-20-6	
1,1,1-Trichloroethane	<0.24	ug/L	1.0	0.24	1		09/04/19 12:41	71-55-6	
1,1,2,2-Tetrachloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 12:41	79-34-5	
1,1,2-Trichloroethane	<0.55	ug/L	5.0	0.55	1		09/04/19 12:41	79-00-5	
1,1-Dichloroethane	<0.27	ug/L	1.0	0.27	1		09/04/19 12:41	75-34-3	
1,1-Dichloroethene	<0.24	ug/L	1.0	0.24	1		09/04/19 12:41	75-35-4	
1,1-Dichloropropene	<0.54	ug/L	1.8	0.54	1		09/04/19 12:41	563-58-6	
1,2,3-Trichlorobenzene	<0.63	ug/L	5.0	0.63	1		09/04/19 12:41	87-61-6	
1,2,3-Trichloropropane	<0.59	ug/L	5.0	0.59	1		09/04/19 12:41	96-18-4	
1,2,4-Trichlorobenzene	<0.95	ug/L	5.0	0.95	1		09/04/19 12:41	120-82-1	
1,2,4-Trimethylbenzene	<0.84	ug/L	2.8	0.84	1		09/04/19 12:41	95-63-6	
1,2-Dibromo-3-chloropropane	<1.8	ug/L	5.9	1.8	1		09/04/19 12:41	96-12-8	
1,2-Dibromoethane (EDB)	<0.83	ug/L	2.8	0.83	1		09/04/19 12:41	106-93-4	
1,2-Dichlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 12:41	95-50-1	
1,2-Dichloroethane	<0.28	ug/L	1.0	0.28	1		09/04/19 12:41	107-06-2	
1,2-Dichloropropane	<0.28	ug/L	1.0	0.28	1		09/04/19 12:41	78-87-5	
1,3,5-Trimethylbenzene	<0.87	ug/L	2.9	0.87	1		09/04/19 12:41	108-67-8	
1,3-Dichlorobenzene	<0.63	ug/L	2.1	0.63	1		09/04/19 12:41	541-73-1	
1,3-Dichloropropane	<0.83	ug/L	2.8	0.83	1		09/04/19 12:41	142-28-9	
1,4-Dichlorobenzene	<0.94	ug/L	3.1	0.94	1		09/04/19 12:41	106-46-7	
2,2-Dichloropropane	<2.3	ug/L	7.6	2.3	1		09/04/19 12:41	594-20-7	
2-Chlorotoluene	<0.93	ug/L	5.0	0.93	1		09/04/19 12:41	95-49-8	
4-Chlorotoluene	<0.76	ug/L	2.5	0.76	1		09/04/19 12:41	106-43-4	
Benzene	<0.25	ug/L	1.0	0.25	1		09/04/19 12:41	71-43-2	
Bromobenzene	<0.24	ug/L	1.0	0.24	1		09/04/19 12:41	108-86-1	
Bromochloromethane	<0.36	ug/L	5.0	0.36	1		09/04/19 12:41	74-97-5	
Bromodichloromethane	<0.36	ug/L	1.2	0.36	1		09/04/19 12:41	75-27-4	
Bromoform	<4.0	ug/L	13.2	4.0	1		09/04/19 12:41	75-25-2	
Bromomethane	<0.97	ug/L	5.0	0.97	1		09/04/19 12:41	74-83-9	
Carbon tetrachloride	<0.17	ug/L	1.0	0.17	1		09/04/19 12:41	56-23-5	
Chlorobenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 12:41	108-90-7	
Chloroethane	<1.3	ug/L	5.0	1.3	1		09/04/19 12:41	75-00-3	
Chloroform	<1.3	ug/L	5.0	1.3	1		09/04/19 12:41	67-66-3	
Chloromethane	<2.2	ug/L	7.3	2.2	1		09/04/19 12:41	74-87-3	
Dibromochloromethane	<2.6	ug/L	8.7	2.6	1		09/04/19 12:41	124-48-1	
Dibromomethane	<0.94	ug/L	3.1	0.94	1		09/04/19 12:41	74-95-3	
Dichlorodifluoromethane	<0.50	ug/L	5.0	0.50	1		09/04/19 12:41	75-71-8	
Diisopropyl ether	<1.9	ug/L	6.3	1.9	1		09/04/19 12:41	108-20-3	
Ethylbenzene	<0.22	ug/L	1.0	0.22	1		09/04/19 12:41	100-41-4	
Hexachloro-1,3-butadiene	<1.2	ug/L	5.0	1.2	1		09/04/19 12:41	87-68-3	
Isopropylbenzene (Cumene)	<0.39	ug/L	5.0	0.39	1		09/04/19 12:41	98-82-8	
Methyl-tert-butyl ether	<1.2	ug/L	4.2	1.2	1		09/04/19 12:41	1634-04-4	
Methylene Chloride	<0.58	ug/L	5.0	0.58	1		09/04/19 12:41	75-09-2	
Naphthalene	<1.2	ug/L	5.0	1.2	1		09/04/19 12:41	91-20-3	
Styrene	<0.47	ug/L	1.6	0.47	1		09/04/19 12:41	100-42-5	
Tetrachloroethene	<0.33	ug/L	1.1	0.33	1		09/04/19 12:41	127-18-4	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

ANALYTICAL RESULTS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Sample: TB-01-WQ-20190829 **Lab ID: 40194148007** Collected: 08/29/19 11:30 Received: 08/31/19 08:40 Matrix: Water

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
8260 MSV		Analytical Method: EPA 8260							
Toluene	<0.17	ug/L	5.0	0.17	1		09/04/19 12:41	108-88-3	
Trichloroethene	<0.26	ug/L	1.0	0.26	1		09/04/19 12:41	79-01-6	
Trichlorofluoromethane	<0.21	ug/L	1.0	0.21	1		09/04/19 12:41	75-69-4	
Vinyl chloride	<0.17	ug/L	1.0	0.17	1		09/04/19 12:41	75-01-4	
cis-1,2-Dichloroethene	<0.27	ug/L	1.0	0.27	1		09/04/19 12:41	156-59-2	
cis-1,3-Dichloropropene	<3.6	ug/L	12.1	3.6	1		09/04/19 12:41	10061-01-5	
m&p-Xylene	<0.47	ug/L	2.0	0.47	1		09/04/19 12:41	179601-23-1	
n-Butylbenzene	<0.71	ug/L	2.4	0.71	1		09/04/19 12:41	104-51-8	
n-Propylbenzene	<0.81	ug/L	5.0	0.81	1		09/04/19 12:41	103-65-1	
o-Xylene	<0.26	ug/L	1.0	0.26	1		09/04/19 12:41	95-47-6	
p-Isopropyltoluene	<0.80	ug/L	2.7	0.80	1		09/04/19 12:41	99-87-6	
sec-Butylbenzene	<0.85	ug/L	5.0	0.85	1		09/04/19 12:41	135-98-8	
tert-Butylbenzene	<0.30	ug/L	1.0	0.30	1		09/04/19 12:41	98-06-6	
trans-1,2-Dichloroethene	<1.1	ug/L	3.6	1.1	1		09/04/19 12:41	156-60-5	
trans-1,3-Dichloropropene	<4.4	ug/L	14.6	4.4	1		09/04/19 12:41	10061-02-6	
Surrogates									
4-Bromofluorobenzene (S)	85	%	70-130		1		09/04/19 12:41	460-00-4	
Dibromofluoromethane (S)	122	%	70-130		1		09/04/19 12:41	1868-53-7	
Toluene-d8 (S)	93	%	70-130		1		09/04/19 12:41	2037-26-5	

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALITY CONTROL DATA

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

QC Batch: 332580 Analysis Method: EPA 8260
 QC Batch Method: EPA 8260 Analysis Description: 8260 MSV
 Associated Lab Samples: 40194148001, 40194148002, 40194148003, 40194148004, 40194148005, 40194148006, 40194148007

METHOD BLANK: 1930266 Matrix: Water
 Associated Lab Samples: 40194148001, 40194148002, 40194148003, 40194148004, 40194148005, 40194148006, 40194148007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,1,1,2-Tetrachloroethane	ug/L	<0.27	1.0	09/04/19 10:00	
1,1,1-Trichloroethane	ug/L	<0.24	1.0	09/04/19 10:00	
1,1,2,2-Tetrachloroethane	ug/L	<0.28	1.0	09/04/19 10:00	
1,1,2-Trichloroethane	ug/L	<0.55	5.0	09/04/19 10:00	
1,1-Dichloroethane	ug/L	<0.27	1.0	09/04/19 10:00	
1,1-Dichloroethene	ug/L	<0.24	1.0	09/04/19 10:00	
1,1-Dichloropropene	ug/L	<0.54	1.8	09/04/19 10:00	
1,2,3-Trichlorobenzene	ug/L	<0.63	5.0	09/04/19 10:00	
1,2,3-Trichloropropane	ug/L	<0.59	5.0	09/04/19 10:00	
1,2,4-Trichlorobenzene	ug/L	<0.95	5.0	09/04/19 10:00	
1,2,4-Trimethylbenzene	ug/L	<0.84	2.8	09/04/19 10:00	
1,2-Dibromo-3-chloropropane	ug/L	<1.8	5.9	09/04/19 10:00	
1,2-Dibromoethane (EDB)	ug/L	<0.83	2.8	09/04/19 10:00	
1,2-Dichlorobenzene	ug/L	<0.71	2.4	09/04/19 10:00	
1,2-Dichloroethane	ug/L	<0.28	1.0	09/04/19 10:00	
1,2-Dichloropropane	ug/L	<0.28	1.0	09/04/19 10:00	
1,3,5-Trimethylbenzene	ug/L	<0.87	2.9	09/04/19 10:00	
1,3-Dichlorobenzene	ug/L	<0.63	2.1	09/04/19 10:00	
1,3-Dichloropropane	ug/L	<0.83	2.8	09/04/19 10:00	
1,4-Dichlorobenzene	ug/L	<0.94	3.1	09/04/19 10:00	
2,2-Dichloropropane	ug/L	<2.3	7.6	09/04/19 10:00	
2-Chlorotoluene	ug/L	<0.93	5.0	09/04/19 10:00	
4-Chlorotoluene	ug/L	<0.76	2.5	09/04/19 10:00	
Benzene	ug/L	<0.25	1.0	09/04/19 10:00	
Bromobenzene	ug/L	<0.24	1.0	09/04/19 10:00	
Bromochloromethane	ug/L	<0.36	5.0	09/04/19 10:00	
Bromodichloromethane	ug/L	<0.36	1.2	09/04/19 10:00	
Bromoform	ug/L	<4.0	13.2	09/04/19 10:00	
Bromomethane	ug/L	<0.97	5.0	09/04/19 10:00	
Carbon tetrachloride	ug/L	<0.17	1.0	09/04/19 10:00	
Chlorobenzene	ug/L	<0.71	2.4	09/04/19 10:00	
Chloroethane	ug/L	<1.3	5.0	09/04/19 10:00	
Chloroform	ug/L	<1.3	5.0	09/04/19 10:00	
Chloromethane	ug/L	<2.2	7.3	09/04/19 10:00	
cis-1,2-Dichloroethene	ug/L	<0.27	1.0	09/04/19 10:00	
cis-1,3-Dichloropropene	ug/L	<3.6	12.1	09/04/19 10:00	
Dibromochloromethane	ug/L	<2.6	8.7	09/04/19 10:00	
Dibromomethane	ug/L	<0.94	3.1	09/04/19 10:00	
Dichlorodifluoromethane	ug/L	<0.50	5.0	09/04/19 10:00	
Diisopropyl ether	ug/L	<1.9	6.3	09/04/19 10:00	
Ethylbenzene	ug/L	<0.22	1.0	09/04/19 10:00	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALITY CONTROL DATA

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

METHOD BLANK: 1930266

Matrix: Water

Associated Lab Samples: 40194148001, 40194148002, 40194148003, 40194148004, 40194148005, 40194148006, 40194148007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Hexachloro-1,3-butadiene	ug/L	<1.2	5.0	09/04/19 10:00	
Isopropylbenzene (Cumene)	ug/L	<0.39	5.0	09/04/19 10:00	
m&p-Xylene	ug/L	<0.47	2.0	09/04/19 10:00	
Methyl-tert-butyl ether	ug/L	<1.2	4.2	09/04/19 10:00	
Methylene Chloride	ug/L	<0.58	5.0	09/04/19 10:00	
n-Butylbenzene	ug/L	<0.71	2.4	09/04/19 10:00	
n-Propylbenzene	ug/L	<0.81	5.0	09/04/19 10:00	
Naphthalene	ug/L	<1.2	5.0	09/04/19 10:00	
o-Xylene	ug/L	<0.26	1.0	09/04/19 10:00	
p-Isopropyltoluene	ug/L	<0.80	2.7	09/04/19 10:00	
sec-Butylbenzene	ug/L	<0.85	5.0	09/04/19 10:00	
Styrene	ug/L	<0.47	1.6	09/04/19 10:00	
tert-Butylbenzene	ug/L	<0.30	1.0	09/04/19 10:00	
Tetrachloroethene	ug/L	<0.33	1.1	09/04/19 10:00	
Toluene	ug/L	<0.17	5.0	09/04/19 10:00	
trans-1,2-Dichloroethene	ug/L	<1.1	3.6	09/04/19 10:00	
trans-1,3-Dichloropropene	ug/L	<4.4	14.6	09/04/19 10:00	
Trichloroethene	ug/L	<0.26	1.0	09/04/19 10:00	
Trichlorofluoromethane	ug/L	<0.21	1.0	09/04/19 10:00	
Vinyl chloride	ug/L	<0.17	1.0	09/04/19 10:00	
4-Bromofluorobenzene (S)	%	85	70-130	09/04/19 10:00	
Dibromofluoromethane (S)	%	115	70-130	09/04/19 10:00	
Toluene-d8 (S)	%	95	70-130	09/04/19 10:00	

LABORATORY CONTROL SAMPLE: 1930267

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
1,1,1-Trichloroethane	ug/L	50	55.1	110	70-130	
1,1,2,2-Tetrachloroethane	ug/L	50	46.7	93	70-130	
1,1,2-Trichloroethane	ug/L	50	56.9	114	70-130	
1,1-Dichloroethane	ug/L	50	48.9	98	73-150	
1,1-Dichloroethene	ug/L	50	49.8	100	73-138	
1,2,4-Trichlorobenzene	ug/L	50	43.4	87	70-130	
1,2-Dibromo-3-chloropropane	ug/L	50	34.5	69	64-129	
1,2-Dibromoethane (EDB)	ug/L	50	50.7	101	70-130	
1,2-Dichlorobenzene	ug/L	50	48.5	97	70-130	
1,2-Dichloroethane	ug/L	50	52.9	106	75-140	
1,2-Dichloropropane	ug/L	50	64.7	129	73-135	
1,3-Dichlorobenzene	ug/L	50	47.3	95	70-130	
1,4-Dichlorobenzene	ug/L	50	52.4	105	70-130	
Benzene	ug/L	50	56.9	114	70-130	
Bromodichloromethane	ug/L	50	60.1	120	70-130	
Bromoform	ug/L	50	46.9	94	68-129	
Bromomethane	ug/L	50	40.5	81	18-159	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALITY CONTROL DATA

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

LABORATORY CONTROL SAMPLE: 1930267

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Carbon tetrachloride	ug/L	50	57.7	115	70-130	
Chlorobenzene	ug/L	50	58.2	116	70-130	
Chloroethane	ug/L	50	42.0	84	53-147	
Chloroform	ug/L	50	55.7	111	74-136	
Chloromethane	ug/L	50	26.4	53	29-115	
cis-1,2-Dichloroethene	ug/L	50	60.8	122	70-130	
cis-1,3-Dichloropropene	ug/L	50	49.2	98	70-130	
Dibromochloromethane	ug/L	50	52.0	104	70-130	
Dichlorodifluoromethane	ug/L	50	26.6	53	10-130	
Ethylbenzene	ug/L	50	57.0	114	80-124	
Isopropylbenzene (Cumene)	ug/L	50	57.2	114	70-130	
m&p-Xylene	ug/L	100	120	120	70-130	
Methyl-tert-butyl ether	ug/L	50	41.2	82	54-137	
Methylene Chloride	ug/L	50	49.9	100	73-138	
o-Xylene	ug/L	50	55.7	111	70-130	
Styrene	ug/L	50	59.5	119	70-130	
Tetrachloroethene	ug/L	50	60.9	122	70-130	
Toluene	ug/L	50	58.7	117	80-126	
trans-1,2-Dichloroethene	ug/L	50	50.1	100	73-145	
trans-1,3-Dichloropropene	ug/L	50	43.3	87	70-130	
Trichloroethene	ug/L	50	61.4	123	70-130	
Trichlorofluoromethane	ug/L	50	56.3	113	76-147	
Vinyl chloride	ug/L	50	37.2	74	51-120	
4-Bromofluorobenzene (S)	%			106	70-130	
Dibromofluoromethane (S)	%			103	70-130	
Toluene-d8 (S)	%			97	70-130	

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALIFIERS

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above LOD.

J - Estimated concentration at or above the LOD and below the LOQ.

LOD - Limit of Detection adjusted for dilution factor, percent moisture, initial weight and final volume.

LOQ - Limit of Quantitation adjusted for dilution factor, percent moisture, initial weight and final volume.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected at or above the adjusted LOD.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

LABORATORIES

PASI-G Pace Analytical Services - Green Bay

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 0441161 FORMER OSCAR MAYER

Pace Project No.: 40194148

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
40194148001	SR-MW-16B-WG-20190829	EPA 8260	332580		
40194148002	SR-MW-14-WG-20190829	EPA 8260	332580		
40194148003	SR-MW-15-WG-20190829	EPA 8260	332580		
40194148004	TS-MW-18B-WG-20190829	EPA 8260	332580		
40194148005	SR-MW-16A-WG-20190829	EPA 8260	332580		
40194148006	TS-MW-18A-WG-20190829	EPA 8260	332580		
40194148007	TB-01-WQ-20190829	EPA 8260	332580		

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

(Please Print Clearly)

Company Name: **ERM**
 Branch/Location: **Millwaukee**
 Project Contact: **Ryan Plath**
 Phone: **847-848-4500**
 Project Number: **0441161**
 Project Name: **Former Oscar Mayer**
 Project State: **WI**
 Sampled By (Print): **DF**
 Sampled By (Sign): *[Signature]*
 PO #: **NDNR**
 Regulatory Program: **NDNR**



CHAIN OF CUSTODY

As=None B=HCL C=H2SO4 D=HNO3 E=DI Water F=Methanol G=NaOH
 H= Sodium Bisulfate Solution I= Sodium Thiosulfate J=Other

Filtered? (YES/NO)	Preservation (CODE)	Y/N	Pick Letter
N			B

Analyses Requested

VOCs by 8260B

PAGE LAB #	CLIENT FIELD ID	DATE	TIME	MATRIX	ANALYSES REQUESTED	COLLECTION		DATE/TIME	RECEIVED BY	DATE/TIME	LAB COMMENTS (Lab Use Only)	PROFILE #
						DATE	TIME					
001	SR-MW-16B-W6-20190829	8/29/19	1300	GW	X							
002	SR-LIW-14-W6-20190829	8/29/19	925	GW	X							
003	SR-MW-15-W6-20190829	8/29/19	1040	GW	X							
004	TS-MW-18B-W6-20190829	8/29/19	1700	GW	X							
005	SR-MW-16A-W6-20190829	8/29/19	1135	GW	X							
006	TS-MW-18A-W6-20190829	8/29/19	1530	GW	X							
007	TD-01-WQ-20190829	8/29/19	1130	W	X							

Rush Turnaround Time Requested - Prelims
 (Rush TAT subject to approval/surcharge)
 Date Needed:

Transmit Prelim Rush Results by (complete what you want):
 Email #1: **Ryan.Plath@erm.com**
 Email #2: **Ryan.Plath@erm.com**
 Telephone: **847-848-4500**
 Fax:

Reinquisitioned By: *[Signature]* Date/Time: **8/30/19 1330**
 Received By: *[Signature]* Date/Time: **8/30/19 1330**
 Date/Time: **8/30/19 1330**
 Date/Time: **8/30/19 1330**

40194148

Quote #: **40194148**

Mail To Contact: **ERM Northern Division**

Mail To Company: **accounts payable@erm.com**

Mail To Address: **ERM Northern Division**

Invoice To Contact: **ERM Northern Division**

Invoice To Company: **accounts payable@erm.com**

Invoice To Address: **ERM Northern Division**

Invoice To Phone: **ERM Northern Division**

CLIENT COMMENTS

LAB COMMENTS (Lab Use Only)

Profile #

Receipt Temp = **20.1** °C

Sample Receipt pH **OK / Adjusted**

Cooler Custody Seal **Present / Not Present**

Intact / Not Intact

Client Name: FERM

FERM

Sample Preservation Receipt Form

Project # 40194148

40194148

All containers needing preservation have been checked and noted below: Yes No N/A

Lab Lot# of pH paper:

Lab Std #/ID of preservation (if pH adjusted):

Initial when completed:

Date/Time: 7/11

Pace Analytical Services, LLC
1241 Bellevue Street, Suite 905
Green Bay, WI 54302

Pace Lab #	Glass	Plastic	Vials	Jars	General	VOA Vials (>6mm) *	H2SO4 pH \geq	NaOH+Zn Act pH \geq 9	NaOH pH \geq 12	HNO3 pH \geq 2	pH after adjusted	Volume (mL)													
													AG1U	AG1H	AG4S	AG4U	AG5U	AG2S	BG3U	BP1U	BP2N	BP2Z	BP3U	BP3B	BP3N
001												2.5/5/10													
002												2.5/5/10													
003												2.5/5/10													
004												2.5/5/10													
005												2.5/5/10													
006												2.5/5/10													
007												2.5/5/10													
008												2.5/5/10													
009												2.5/5/10													
010												2.5/5/10													
011												2.5/5/10													
012												2.5/5/10													
013												2.5/5/10													
014												2.5/5/10													
015												2.5/5/10													
016												2.5/5/10													
017												2.5/5/10													
018												2.5/5/10													
019												2.5/5/10													
020												2.5/5/10													

Exceptions to preservation check: VOA Coliform, TOC, TOX, TOH, O&G, WI DRO, Phenolics, Other: _____

Headspace in VOA Vials (<6mm): Yes No N/A *If yes look in headspace column

AG1U	AG1H	AG4S	AG4U	AG5U	AG2S	BG3U	BP1U	BP2N	BP2Z	BP3U	BP3B	BP3N	BP3S	DG9A	DG9T	VG9U	VG9H	VG9M	VG9D	JGFU	WGFU	WPFU	SP5T	ZPLC	GN
1 liter amber glass	1 liter amber glass HCL	125 mL amber glass H2SO4	120 mL amber glass unpres	100 mL amber glass unpres	500 mL amber glass H2SO4	250 mL clear glass unpres	1 liter plastic unpres	500 mL plastic HNO3	500 mL plastic NaOH, Znact	250 mL plastic unpres	250 mL plastic NaOH	250 mL plastic HNO3	250 mL plastic H2SO4	40 mL amber ascorbic	40 mL amber Na Thio	40 mL clear vial unpres	40 mL clear vial HCL	40 mL clear vial MeOH	40 mL clear vial DI	4 oz amber jar unpres	4 oz clear jar unpres	4 oz plastic jar unpres	120 mL plastic Na Thiosulfate	ziploc bag	



Document Name: Sample Condition Upon Receipt (SCUR)
Document No.: F-GB-C-031-Rev.07

Document Revised: 25Apr2018
Issuing Authority: Pace Green Bay Quality Office

Sample Condition Upon Receipt Form (SCUR)

Client Name: FRM
Courier: CS Logistics Fed Ex Speedee UPS Walco
 Client Pace Other: _____

Project #: **WO#: 40194148**

Tracking #: 1776.083019

Custody Seal on Cooler/Box Present: yes no Seals intact: yes no

Custody Seal on Samples Present: yes no Seals intact: yes no

Packing Material: Bubble Wrap Bubble Bags None Other

Thermometer Used SR - N/A Type of Ice: Wet Blue Dry None Samples on ice, cooling process has begun

Cooler Temperature Uncorr: 100 ICorr: _____

Temp Blank Present: yes no Biological Tissue is Frozen: yes no

Person examining contents:
Date: 8/31/19
Initials: FR

Temp should be above freezing to 6°C.
Biota Samples may be received at ≤ 0°C.

Chain of Custody Present:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	5.
- VOA Samples frozen upon receipt	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date/Time: _____
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	7.
Sufficient Volume:	For Analysis: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No MS/MSD: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	9.
-Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
-Pace IR Containers Used:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix: <u>W</u>		
Trip Blank Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution: _____ If checked, see attached form for additional comments
Person Contacted: _____ Date/Time: _____
Comments/ Resolution: _____

Project Manager Review: AC for DM Date: 8/31/19

ATTACHMENT B




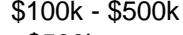


REMEDIAL TECHNOLOGY SCREENING TABLE

Table B1 - Soil Vapor Mitigation

Objective: Address concentrations of Trichloroethylene (TCE), detected in sub-slab soil gas samples in the former spice room located in Building 43. TCE was detected at concentrations exceeding the Wisconsin Department of Natural Resources (WDNR) sub-slab soil gas screening criteria for industrial properties.

		Soil Vapor Extraction (SVE)		Excavation and Sub-Slab Depressurization System	
Description		Installation of a blower or vacuum pump connected to extraction wells screened in the unsaturated zone to remove contaminants for treatment, if necessary, or directly discharge to the atmosphere. Based on the area of vacuum influence established during the design, complementary low-vacuum system (sub-slab depressurization system or SSDS) may be required in distal areas to mitigate vapor intrusion risks.		Remove Source Area soil for off-site disposal and backfill excavation. To address vapor intrusion risk beyond Source Area, install sub-slab depressurization system (SSDS). SSDS technology is similar to SVE but at a much lower vacuum, intended to maintain slight negative pressure beneath floor to mitigate vapor intrusion risks.	
Targeted Area		Source Area between upper and lower floor slabs and soil gas that has migrated beyond the Source Area		Source Area between upper and lower floor slabs and soil gas that has migrated beyond the Source Area	
Effectiveness	Treatment Mechanism	No treatment, just mass removal mechanism; however, off-gas treatment may be required based on air permitting evaluation	1	Physical removal of contamination throughout source area (excavation) and soil gas vapors from SSDS are exhausted to atmosphere	1
	Certainty	High - established technology for target compounds	3	High - source removed with excavation, vapors with SSDS	3
	Long Term Effectiveness	High - aggressive source removal	3	High (aggressive source removal and long-term operation of SSDS)	3
Implementability	Constructability	Relatively simple construction; characteristics of vadose zone fill material may affect even distribution of air flow	3	Target areas are below and nearby currently constructed buildings, and associated utilities; SSDS however is constructible.	-1
	Long Term Maintenance	System will require operation and maintenance (O&M) for duration	1	None for soil excavation, low for SSDS	3
	Other	Treatment of off-gas, if required, significantly increases cost and O&M requirement.	3	Will require demolition of existing structure, or movement of existing utilities.	-1
Stakeholder & Regulatory Considerations		Familiar technology accepted by regulators and stakeholders.		Familiar technology accepted by regulators and stakeholders.	
Data Gaps		Pilot test required to determine vacuum radius of influence and for system design.		Significant pre design fieldwork, investigation, and planning to complete excavation in and around existing buildings, support structures, and associated utilities	
Estimated Remediation Timeframe		1-2 years		< 1 year (soil); 10+ years (SSDS)	
Estimated Cost	Capital	Moderate	1	High	-1
	Annual O&M	Moderate (depending on air treatment requirements)	1	Low	3
Retained Remedy?		Yes		No	
		23		13	

Notes:

	Rank: Favorable (Score +3)		Cost: <\$100k
	Some uncertainty/limitations (Score +1)		\$100k - \$500k
	Unfavorable (Score -1)		>\$500k

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 8447

Title: Former Oscar Mayer Phase 2 ESA

City Agency: Engineering

Due Date: Friday, July 12, 2019 at 12 PM

TABLE OF CONTENTS

1.0	BID INSTRUCTION	2
1.1	Scope of Services Summary	2
1.2	Important Dates	2
1.3	Format	2
1.4	Delivery of Proposal	2
1.5	Appendix A: Standard Terms & Conditions	2
1.6	Appendix B: Sample Contract for Purchase of Services	2
1.7	City of Madison Contact Information	3
1.8	Inquiries, Clarifications, and Exceptions	3
1.9	Addenda	3
1.10	Bid Distribution Networks	3
1.11	Local Vendor Preference	4
1.12	Oral Presentations/Site Visits/Meetings	4
1.13	Acceptance/Rejection of Proposals	4
1.14	Withdrawal or Revision of Proposals	4
1.15	Non-Material and Material Variances	4
1.16	Public Records	4
1.17	Usage Reports	5
1.18	Partial Award	5
1.19	Tax Exempt	5
1.20	Cooperative Purchasing	5
1.21	Proposers Responsibility	6
2.0	SCOPE OF SERVICES	7
2.1	Project Overview	7
2.2	Project Background	7
2.3	Scope of Services	8
2.4	Project Schedule	9
3.0	REQUIRED INFORMATION AND CONTENT OF PROPOSALS	10
3.1	Required RFP Forms	10
3.2	Experience, References, and Project Capability (30% of Total Score)	10
3.3	Proposed Work Plan (30% of Total Score)	10
3.4	Cost Proposal (35% of Total Score)	10
3.5	Evaluation and Award Process	11

Form A: Signature Affidavit

Form B: Receipt of Forms and Submittal Checklist

Form C: Vendor Profile

Form D: Cost Proposal – *provided by proposer*

Form E: Proposer References

Appendix A: Standard Terms & Conditions

Appendix B: Contract for Purchase of Services

Appendix C: Figure 1 – Location Map for Supplemental Phase 2 ESA

1.0 BID INSTRUCTION

1.1 Scope of Services Summary

The City of Madison Engineering Division requests proposals from qualified and experienced firms to perform a supplemental Phase 2 environmental site assessment (Phase 2 ESA) on three former Oscar Mayer properties in Madison, WI. The properties have previously been subject to various environmental site investigations, and there are presently two open BRRS sites associated with the sites. Madison Metro Transit is interested in the properties for bus storage, continued use of the North Transfer Point, and potentially a future parking structure. The purpose of this RFP is to supplement previously collected data and assist the City of Madison in making an informed decision regarding its environmental liability.

1.2 Important Dates

Issue Date: Thursday, June 27, 2019
Questions Due Date: Monday, July 8, 2019
Answers Posted Date: Tuesday, July 9, 2019
Due Date: **Friday, July 12, 2019 at 12 PM**

1.3 Format

If providing a hardcopy proposal, submit Technical and Cost Proposals (Form D) on 8.5 by 11-inch paper. Otherwise, submit the electronic proposals in a PDF format stored on a common media (CD, DVD, flash drive, or emailed), identical in content and sequence to hardcopy proposals submitted.

Cost Proposal: Three (3) Copies (Form D)
Technical Proposal: Three (3) Copies
Electronic Proposal: One complete copy (Cost and Technical)

Complete and return Forms A through E to City Engineering no later than Friday, July 12, 2019 at 12 PM.

1.4 Delivery of Proposal

Delivery of hard copies to: City of Madison Engineering
Attn: Brynn Bemis
210 Martin Luther King Jr. Blvd., Room 115
Madison, WI 53703
Delivery of electronic copies: Include in hard copy or email bbemis@cityofmadison.com

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

1.5 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.6 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By

submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

1.7 City of Madison Contact Information

Direct proposal/technical questions to: Brynn Bemis
City of Madison Engineering
210 Martin Luther King Jr. Blvd., Rm 115
Madison, WI 53703
(t) 608.267.1986
bbemis@cityofmadison.com

Direct questions regarding AA Plans to: Contract Compliance
Department of Civil Rights
210 Martin Luther King, Jr. Blvd. Madison, WI 53703
(t) 608.266.4910
dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.8 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, *in writing*, to the contacts listed in Section 1.7.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.9 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Madison reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City's best interests.

1.9 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.10 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.10 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of WI VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP. www.demandstar.com

City Engineering RFPs: <https://www.cityofmadison.com/business/pw/requestForProposals.cfm>

1.11 Local Vendor Preference

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website: www.cityofmadison.com/business/localPurchasing.

1.12 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.13 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s). The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.14 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.15 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.16 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.17 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.18 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

1.19 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 39-73-0411-K) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.20 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasipublic corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis;

they are made solely between the bidders and third party unit of government.

1.21 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2.0 SCOPE OF SERVICES

2.1 Project Overview

The City of Madison Engineering Division requests proposals from qualified and experienced firms to perform a Phase 2 environmental site assessment (Phase 2 ESA) on three former Oscar Mayer properties in Madison, WI. The properties have previously been subject to various environmental site investigations, and there are presently two open BRRS sites associated with the sites. Madison Metro Transit is interested in the properties for bus storage, continued use of the North Transfer Point, and potentially a future parking structure. The purpose of this RFP is to supplement previously collected data and assist the City of Madison in making an informed decision regarding its environmental liability.

2.2 Project Background

The City of Madison is considering the purchase of three properties associated with the former Oscar Mayer facility in Madison, WI (**Figure 1**):

- 910 Mayer Avenue (the northern 16 acres of parcel #081031301013)
- 1201 Huxley Street (the entire 2.5 acres of parcel #081031304033)
- 1910 Roth Street (the entire 1.67 acres of parcel #081031304041)

The partial purchase of 910 Mayer Avenue includes Buildings 43 and 50, which would remain on site to be used by Madison Metro Transit as a satellite bus storage facility. The parking lot north of these buildings would house a future metro storage building. 1910 Roth Street is the potential location of a future parking structure. 910 Mayer Avenue is presently under long-term lease by the City and would remain as the Metro North Transfer Point.

In addition to BRRS records associated with Oscar Mayer and the North Transfer Point (25 closed spills, 3 closed LUST sites, 3 closed ERP sites, and 5 open ERP sites) various Phase 1 and 2 ESAs are available for review. Environmental Resources Management (ERM) completed a Phase 1 ESA of the main Oscar Mayer property, referred to as the “Central Property” in October 2017. ERM also completed a Phase 1 ESA of the “West Property”—including 1126 and 1201 Huxley Street and 1910 Roth Street—in October 2017. These two reports include a review of the 2016 Phase 1 ESA conducted by Ramboll-Environ of the Oscar Mayer facilities.

Phase 2 soil, groundwater, and sub-slab vapor samples were collected from the west and central properties by ERM in July and August 2017. The data were reported to the WDNR in December 2017, and the WDNR responded by opening three new BRRS sites on the property:

- Oscar Mayer Former 1,2-DCA Tanks South (#02-13-580721)
- Oscar Mayer Former Filling Station East (#02-13-580722)
- Oscar Mayer Former Spice Room BLDG 43 (#02-13-580723)

The Phase 2 ESA results are included in the site investigation work plans, submitted to the WDNR in October 2018. Site investigation field work was conducted in spring 2019, although as of June 2019, final reports have not yet been submitted to the WDNR. With regards to open BRRS sites, the area the City is considering purchasing includes the “former spice room” site and is adjacent to the “filling station east” site. All available Phase 1 and 2 reports are available for download on the City’s RFP bid website:

<https://www.cityofmadison.com/business/pw/requestForProposals.cfm>

2.3 Scope of Services

The purpose of this RFP is to supplement previously collected data and the ongoing investigations to inform the City's purchase of the properties. The investigation scope is intended to provide a due diligent site evaluation to identify the magnitude and extent of environmental contamination and liabilities. The work should take into consideration the City's future plans for the properties, such as soil management that may be required during redevelopment. It is understood that additional site investigation may be required based on the results of this Supplemental Phase 2 ESA.

In addition to general interest in the environmental conditions of the three parcels, the City is particularly concerned about the following issues:

- Former Spice Room – Is the ERM investigation of this site adequate to characterize solvent contamination of the soil, shallow groundwater, and deep groundwater?
- General fill and storm water ponds – Aerial photos from the 1950s shows filling of all three properties as well as several historic storm water ponds. Is there shallow soil contamination associated with the fill and ponds that would require management if excavated? Was there any solid waste materials deposited on the properties?
- Per and polyfluoroalkyl substances (PFAS) – PFAS contamination has recently been identified at the former Burke Wastewater Treatment Plant located at 1401 Packers Avenue. From 1950 to 1978, Oscar Mayer leased this property for pretreatment of wastewater from their meatpacking plant. To what degree should the City conduct PFAS testing of groundwater and soils on the Oscar Mayer properties?
- 1910 Roth Street – There are only two shallow soil samples from this property, which was formerly the C.E. & P.A. Roth Coal and Fuel Oil company.
- Solvent plumes in groundwater – When the production wells were in operation, the Oscar Mayer facility had a strong downward hydraulic gradient. It is also documented that these production wells were impacted by solvent contamination, potentially from onsite use. Has deeper groundwater on these three parcels been adequately characterized? Are offsite impacts sufficiently understood to be able to limit the City's future liabilities?

The Scope of Work should include the following items:

- *Work Plan* – This task includes developing a plan for soil borings, groundwater wells, sampling depths, sampling parameters, and methods. The proposal must describe and provide a rationale for the recommended project approach. In preparation of the work plan, the consultant will be expected to review all historical and present-day data for the site to determine where additional investigation is warranted.
- *Field Investigation* – The proposer shall complete a utility locate, including locating private utilities. Soil borings, groundwater wells, and vapor probes (if recommended) will be used to evaluate the extent and magnitude of contamination in soil and groundwater. It is assumed that soil cuttings will be thin spread on site and/or returned to the boring holes or test pits. The proposed work will follow accepted practice guidelines for environmental assessments, including EPA laboratory analytical methods, ASTM or All Appropriate Inquiry (AAI) standards, and all Wisconsin WDNR and DSPS regulations.
- *Phase 2 ESA Report* - The proposer shall prepare a Phase 2 ESA report documenting all sampling activities and analytical results, including stating and depicting the extent (horizontal and vertical) of any identified contamination, identification of risks to human health and the environment, and recommendations for remedial action if necessary. It will include a summary of

quality assurance/quality control performance, and an appendix containing boring logs, field data, laboratory analytical data, chain-of-custody records, photograph logs, documentation of proper management of investigation-derived wastes, and abandonment records for boring and monitoring wells, if applicable. The Phase 2 report should include recommendations on how the City can limit its liability when purchasing these three parcels.

The proposal should describe procedures to ensure that defensible and quality data are collected and reported. The proposal should also include general equipment and methods for proposed sampling and analyses with references to specific federal, state, and professional practice guidelines. Proposed analysis and measurement methods must be capable of reliably detecting concentrations equal to or below applicable cleanup standards for future land use.

The project manager or technical lead for the project must have appropriate health and safety training as specified in OSHA, 29 CFR 1910.120. The proposed individual must be present on site during all on-site work and sampling activities. All individuals working at the site must have appropriate health and safety training. A site-specific health and safety plan must be prepared and submitted prior to performing on-site work. The proposal should provide an example outline or describe the type of information that will be included in the health and safety plan. Such a plan must be available upon request.

2.4 Project Schedule

The supplemental Phase 2 ESA report must be finalized by October 15, 2019.

3.0 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

Proposers must submit only the required information in the format and order as outlined below. Please do not submit a copy of this RFP. Consultants are encouraged to keep proposals concise and to the point—the proposal should not exceed 10 pages (not including the City’s required forms). Please submit proposals no later than **Friday, July 12, 2019 at 12 PM** to the above project contact—emailed submissions are encouraged. Bids should include the following information:

3.1 Required RFP Forms

- Signature Affidavit - **RFP Form A**
- Receipt Forms and Submittal Checklist - **RFP Form B**
- Proposer Profile Information - **RFP Form C**
- Cost Proposal – **RFP Form D – *provided by proposer***
- Proposer References – **RFP Form E**

3.2 Experience, References, and Project Capability (30% of Total Score)

- *Firm Background and Key Staff* – Describe briefly your firm’s background and history. Include the size and location of the office that will be used for this contract. Provide a statement of the length of time you have been in business supplying the services referenced herein. Identify key staff who would be directly responsible for the contract, including the project manager and field staff.
- *Experience* – Describe your firm’s experience conducting all aspects of environmental site investigations. List 3 to 5 similar projects the key personnel have completed recently, as well as similar projects managed by the office working on the project completed in the last 3 years.
- *References* - List five major clients from the last three years that are comparable in scope and magnitude to this project. Provide a brief description of each project.
- *Insurance* – Provide proof of insurance as outlined in section the City’s Standard Terms and Conditions (**Appendix A**).

3.3 Proposed Work Plan (30% of Total Score)

Describe your firm’s recommended project approach, separated by parcel. Include the number and location of soil borings, monitoring wells, and vapor samples (if applicable) including sampling frequency and depths. Provide a rationale for each sampling location, and include information on the recommended analytical testing methods and parameters. Include a description of how the proposed work plan fits into previously collected data and the ongoing site investigations by ERM. Provide recommendations on how the City limit its liability when purchasing these three former parcels.

The scope of services, as outlined in this RFP, is preliminary. The final scope of services will be negotiated with the selected firm and modified as needed, depending on site conditions and the results of ERM’s site investigations.

3.4 Cost Proposal (35% of Total Score)

The proposal should include time and materials cost estimates for the activities outlined in the proposed work plan, separated by parcel. Unit rates on which costs are based should be included with the proposal, as well as a timeline and project milestones. Include assumptions and sufficient detail for each task, such as the number of soil samples or the recommended groundwater laboratory analyses. It is understood that the final work plan may be adjusted after the City selects a consultant. Time should be

allowed in the schedule for the City to review and revise draft deliverables and for preparation of final documents.

3.5 Evaluation and Award Process

Proposals will be reviewed by a Selection Committee chosen by the Project Manager. Madison has a local preference purchasing policy that grants a 5% scoring preference for firms based in Dane County. Proposers seeking to obtain local preference must register online prior to the proposal due date at: <http://www.ci.madison.wi.us/business/localPurchasing/index.cfm>. Qualification factors will be weighted as shown.

Experience, References, & Project Capability	30%
Proposed Work Plan	30%
Cost Proposal	35%
<u>Local Preference</u>	<u>5%</u>
	100%

The Selection Committee will review and rank cost proposals separately. It will select the proposal which best combines the necessary qualifications with value for expenditure of public funds.



Form A: Signature Affidavit

RFP #: 8447 - Former Oscar Mayer Phase 2 ESA

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 8447 - Former Oscar Mayer Phase 2 ESA

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Fee Proposal		
Form E: Exceptions (if applicable)		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Addendum #		
Addendum #		
Addendum #		
Addendum #		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 8447 - Former Oscar Mayer Phase 2 ESA

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year, in which the contract takes effect, is more than twenty-five thousand dollars (\$25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9) within thirty (30) days of award of contract.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

CHECK ONLY ONE:

- Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____ www.cityofmadison.com/business/localPurchasing
- No**, we are not a local vendor or have not registered.



Form E: References

RFP #: 8447 - Former Oscar Mayer Phase 2 ESA

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



Form F: References

RFP #: 8447 - Former Oscar Mayer Phase 2 ESA

REFERENCE #4 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #5 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #6 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME



CITY OF MADISON

Appendix A

(STC-Form: 12/18/2018)

1. **General.** Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.
As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.
2. **Entire Agreement, Order of Precedence.** These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.
If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.
Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.
- I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.**
3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.
The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).
The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.
4. **Addenda.** Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.
5. **Price Proposal.** All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.
6. **Price Inclusion.** The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.
7. **Pricing and Discount.**
 - a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
 - b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.
8. **F.O.B. Destination Freight Prepaid.** Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.
9. **Award.**
 - a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
 - b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.
10. **Responsiveness and Responsibility.** Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.
Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
- b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. **CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.**

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. Affirmative Action.

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) Exempt Status: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) Request for Exemption – Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) Exemption – Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

21. Non-Discrimination. In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.
 - c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed

by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$5,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

- a. Withholding of payments under an existing contract.
- b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
- c. Termination, suspension or cancellation of a contract in whole or in part.
- d. Nonrenewal when a contract calls for optional renewals.
- e. Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - (1) Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - (2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
- f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: www.cityofmadison.com/business/localPurchasing.

32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).

33. Software & Technology Purchases.

- a. Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.
- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.



INSTRUCTIONS FOR CONTRACTOR

DO NOT ATTACH TO CONTRACT

Your contract *MUST* include the following information, or it will not be signed by the City.

- Check one box at top of Page 1 for the type of business entity.
- Sections 3 & 4 will be completed by the City and should be complete before you sign.
- Put a name in Sec. 7.A. – person responsible for administering the contract.
- Affirmative Action:** Check the appropriate box in Sec. 13.B., Article IV and complete the appropriate online form for the box you have checked:

All contractors:

Access the online forms for Affirmative Action compliance at this link: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms. If you do not already have an approved, current Affirmative Action Plan on file with the City of Madison, read the “*Instructions for Completing City of Madison Affirmative Action Plan*” at the above link. This will direct you to register for an account. If you already have an account you may click on the link for “*Affirmative Action Plan for Vendors and Suppliers*” to proceed. If you have never filed a plan or request for exemption, you must create an account in our online system. If you are exempt under Article IV, Sections C or D you will still need to create an account and go through some steps to confirm your exemption. Register for an account here: <https://elam.cityofmadison.com/citizenaccess>.

Affirmative Action Questions? Contact Dept. of Civil Rights, Contract Compliance: (608) 266-4910.

- Complete Sec. 15 – Official Notices. This is the name/job title/address of the person at your organization to receive legal notices under the contract.
- Signature line. A person with authority to bind the organization should sign, date, and print name and job title where shown on the signature page. Contractor signs first, City signs last.
- Print, sign and return three (3) complete, signed hard copies to the address for the City in Sec. 15 (Notices) unless otherwise instructed. (Under some circumstances, the City will accept a signed, scanned PDF of the entire contract. Please ask if you want to use this method.)
 - Make sure all exhibits/attachments are labeled and attached after the signature page, unless otherwise instructed.
 - Double-sided is OK, but all attachments should begin on a new page.
 - City will sign last, and will send you one hard copy with original signatures unless otherwise agreed.
- Enclose CERTIFICATE OF INSURANCE (C.O.I.) showing proof of insurance required by Sec. 27.

Insurance Instructions:

Certificate Holder: City of Madison
Attn: Risk Manager
210 Martin Luther King Jr. Blvd. Room 406
Madison, WI 53703

Proof of all insurance required in the contract must be shown. Use City's certificate at this link: www.cityofmadison.com/finance/documents/CertInsurance.pdf

Insurance delivery options: (a) enclose hard copy of certificate with hard copies of contract mailed to the address in Section 15 of the contract, or (b) email certificate to City Risk Manager Eric Veum at: eveum@cityofmadison.com and cc: your City contact person on the email. Call Eric Veum at (608) 266-5965 with insurance questions.

Failure to complete these steps will result in contract not being signed.

THIS PAGE IS INTENTIONALLY BLANK

City of Madison
CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: Corporation Limited Liability Company General Partnership LLP
(to be completed by contractor) Sole Proprietor Unincorporated Association Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NON-DISCRIMINATION.**

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. **DEFINITIONS.**

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. **EXEMPTIONS:** This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC DELIVERY.**

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

By: _____
David P. Schmiedicke, Finance Director

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Date: _____

Approved as to Form:

By: _____
Eric T. Veum, Risk Manager

By: _____
Michael P. May, City Attorney

Date: _____

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

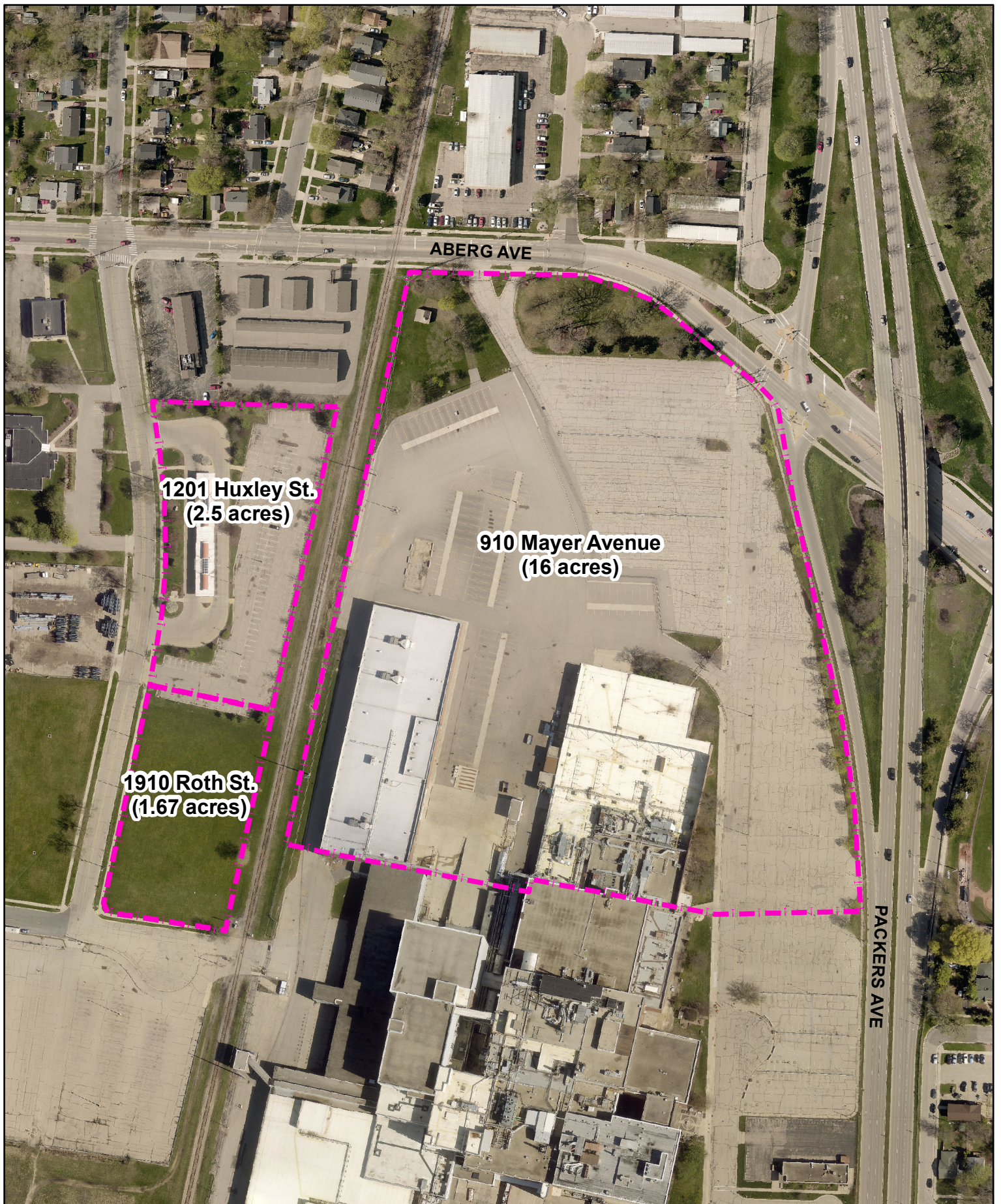
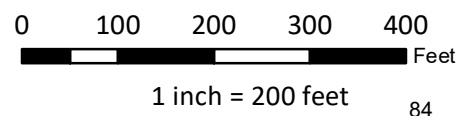


FIGURE 1
 Former Oscar Mayer Plant, Madison, WI
 Location map for supplemental Phase 2 ESA



Eken Park Neighborhood Association
P.O. Box 7162
Madison, Wisconsin 53707-7162

February 9th, 2020

Madison Common Council
210 Martin Luther King Jr. Blvd.
Room 417
Madison, WI 53703

Dear Madison Common Council Members and Concerned Representatives of the City of Madison:

The Eken Park Neighborhood Association and its officers, in accordance with its bylaws and with support of its membership, wish to express their support for and recommendation for the purchase and protection of the full 30 acres of the Hartmeyer property.

With some Oscar Mayer Special Area Plan recommendations extending into the Eken Park neighborhood, the Eken Park Neighborhood Association has remained extremely interested and active in the planning process for the future redevelopment of the area. The Neighborhood Association would like to express their gratitude for being involved in this process. If put into effect, many aspects of this plan will have lasting impacts on our neighborhood for many years to come.

The Eken Park Neighborhood Association, its membership and its officers, wish to see the full acquisition of the Hartmeyer property for the purposes of a public natural area.

The Hartmeyer site has the potential to serve many valuable purposes in this special plan area, including providing natural spaces for the enjoyment, learning, and wellbeing of nearby residents, and formalizing a permanent wildlife corridor for the many animals that still inhabit our city. However, there are some key aspects of this site that make it a priority for preservation.

This particular property plays both a historic and current role in stormwater management on the near north side of the city. The large 30 acre property is currently pervious and will not contribute to flash flooding from the large rain events which Madison is projected to receive in higher frequency in the future. Maintaining the full 30 acres as a pervious surface rather than dedicating part of it to development and likely impermeable surfacing will ensure that it continues to fill this function of stormwater mitigation.

The Hartmeyer property is also located near the current North Transfer point as well as near or on future Bus Rapid Transit stops. This makes the site accessible for populations in the city who do not have the luxury, or choose not to, rely on automotive transportation. Many of the other larger natural areas on the east side do not have this advantage. In accordance with the cities desire for social and economic justice in all aspects this point should be considered extremely important in determining whether or not the property should be a formalized natural area.

The Neighborhood Association recognizes that this suggestion may appear counter to some main goals of the plan, such as connectivity and increasing density in housing and employment. However, both parts of the plan are still attainable even if this site is reserved as public land.

The natural area will not impede any connections through the area, as Roth Street is already an established connection over the railroad tracks. Roth Street could be considered the future connection from Packers Avenue to Sherman Avenue while using little or no potential parkland to accomplish an East-West passage through the assessment site.

Additionally, the majority of the property that is currently proposed for development is only being recommended for Low and Medium residential use in the current iteration of the plan. This housing development would add few units or employment and using this space for parkland would have little effect on the estimations for units and employment added in the area.

For these reasons, the Eken Park Neighborhood Association wishes to express their support for the full acquisition of all 30 acres of the Hartmeyer area with the intent of preserving this undeveloped land as a formal city natural area.

Sincerely,

Officers of the Eken Park Neighborhood Association

Tom Running - EPNA Co-chair
Catie Shannon - EPNA Co-chair
Maggie Freespirit - EPNA Secretary
Zach Johnson - EPNA Treasurer

Subject: concerns of the Sherman Neighborhood Association re: Oscar Mayer Strategic Area Plan

Dear Mr. McAuliffe,

The members of the Sherman Neighborhood Association (hereafter, SNA) are responding to a proposed redevelopment plan for the land formerly occupied by Kraft Foods Inc. and the surrounding area within the Oscar Mayer Special Area Plan (hereafter, OMSAP) boundary.

The OMSAP charts a direction for the Oscar Mayer site which is substantially different than the vision we in the neighborhood have previously set out through city planning processes. SNA recognizes the impact of the Kraft property on the city and region at large; however, the boundaries of the special area plan fall almost wholly within our boundaries. It troubles us that the City has gone to such lengths to obtain input from those across Madison, and has used this input to radically redirect the vision that we on the Northside have set out for ourselves.

The Northport-Warner Park-Sherman Neighborhood Plan (adopted Nov 2009) emphasizes that future development should not disturb or destroy the existing character of the neighborhood. Per that plan, development in our neighborhood should enhance local economic development, enhance recreation and sustainability of green spaces, create stable and inviting places to live, enhance the gateway corridor, and encourage compact, green building that minimizes resource consumption and environmental impacts. The OMSAP plan as written does not uphold several of these tenets:

Enhancing Recreation and Sustainability of Green Spaces

There is strong support on Madison's Northside and in the Sherman Neighborhood for preserving the wetlands known as the Hartmeyer Natural Area. The Friends of Hartmeyer Natural Area have advocated for keeping all 30 acres of the Hartmeyer land for open natural space for the neighborhood, which the group has offered to city planners as a plan option called the Conservation Concept (Concept C). At a Common Council meeting late in 2019, an amendment by Ald. Syed Abbas putting \$20,000 dollars into the budget to fund a review of the Hartmeyer wetland boundaries and environmental concerns resoundingly passed the Common Council. The current draft plan contains images proposing the redevelopment of the Hartmeyer property with low to medium-density multi-story housing units, new roadways, and a major reduction in

the overall size of the wetland to a 3-acre pond and a 5-acre park. We do not support this concept, and instead, wish to preserve the full acreage of the natural area.

Enhancing the Gateway Corridor and Transportation

Public transit improvements, interconnecting pedestrian and bike paths to other areas in the city, and the creation of a Metro north transfer station that is no longer safety-challenging, isolated, unwelcoming and nearing its capacity, should be a key part of the plan; we do not feel this is adequately reflected. As the city looks toward adding a large number of residents to the Northside, let us also look at creating a well-integrated transit system that people willingly choose for their commutes and that supports greater transit access to the Northside.

The OMSAP proposes major changes in the roads in and near the Oscar Mayer site, including turning Packers Avenue from a highway into a city street and cutting a new Coolidge Street extension through the Oscar site, the Hartmeyer wetland, and through to Sherman Avenue. However, it is not clear that this will be allowed by the Canadian Pacific Railroad, which has control over the railroad crossings affected by any road changes, or by the State Department of Transportation, which has a vested interest in Packers as a highway.

Nowhere in the new OMSAP, which is focused on creating well connected and walkable, transit-based neighborhoods does it show a high demand for more roads to be installed. Clearly, the Mayor wants fewer cars on the roads than we currently have; why add more roads when neighbors would prefer pedestrian connections between neighborhoods? Perhaps a bridge over Packers Avenue could also announce the gateway of innovative planning that we are endeavoring to produce through this process, and would be clearly more in keeping with the comprehensive plan.

If and when a Metro facility and an MG& E transportation and supply facility are brought to our community, the movement of traffic on the Northside will be forever changed for the worse. If the plan for Metro is to eventually move all of its operations to this north facility in a couple of decades, large vehicle traffic will increase greatly, which will cause more pedestrian hazards and air pollution in a residential area and harm to area businesses. The bus barn concept is in stark contrast to the otherwise stated vision of the OMSAP and the comprehensive plan to create a living, walkable, commerce-friendly space.

Encouraging Compact, Green Development

The current comprehensive plan recommends that traditional neighborhood development principles should be followed to ensure complete neighborhoods. According to the current draft OMSAP, there is a projected addition of 4,000 households that would be added to the north side of Madison by 2040. This will almost double our

current neighborhood population, and will drastically change the character of our neighborhood.

In the creation of complete neighborhoods, we would recommend that additional housing, if any, at the Oscar Mayer site and elsewhere on the Northside, include more of the missing middle housing that keeps with the current scale of the neighborhood and helps address concerns expressed by the Mayor regarding available housing stock. Small apartment buildings, single-family houses, small rental units and rowhouses, and perhaps live/work units can add to the mix of housing needed to support a diverse and walkable area for our new neighbors and the current population which would help maintain and preserve the existing character of the neighborhood. Not all renters want to live in a high rise. The greater the range of available housing, the more that new housing is likely to attract a wide range of renters likely to want to focus on resources, businesses, recreation and community activities in the surrounding neighborhood.

Minimizing Environmental Impacts

At a meeting at Lakeview Lutheran Church in the fall of 2019, city staff and local residents shared environmental information related to the various contaminated areas within the Oscar Mayer Special Area Plan boundaries. The city held up an RFP for conducting an environmental site assessment due to the current owners of OM Station only allowing property access when a more firm agreement to purchase was in place. Now that the city has been awarded the \$7 million towards the purchase of the land at OM Station through a U.S. Federal Transit Administration (DOT) Bus and Bus Facilities Grant (hereafter, FTA grant), the intent must be for the city to proceed with its plans to conduct an environmental site assessment as part of its due diligence towards any proposed future purchase of acreage at OM Station for a Metro bus facility.

Our neighborhood seeks to understand what responsibility the city will assume in cleaning up known subsurface contamination and providing a safe facility for Metro workers. According to the Metro facility analysis report, employee safety was first on the list of many reasons they want to eventually move all Metro operations from their current location on E. Washington to the OM Station facilities. Building 43, where employees will work, could be subject to off-gassing from the toxic substances in the ground and must be addressed. Toxic substances also need to be addressed in the other building proposed for purchase (Building 50) to ensure future occupants are safe from chronic long-term exposure.

Careful evaluation of historically contaminated subsurface lands has to be a priority as large redevelopment projects are considered for Madison's Northside on the Oscar Mayer property. Numerous contaminants have been found in our surface water (PFAS) and groundwater (Trichloroethylene and Ethylene Dichloride, to name a couple). These subsurface waters still flow through areas that were historically marsh and wetland, and that includes the Oscar Mayer site as well as most of Madison's Northside. Presumably,

this flow of subsurface waters is the source of the toxic vapors referred to above. All contaminants site-wide also need to be fully tested and addressed.

The city in the OMSAP planning process trumpets the benefits of the contemplated changes at this location, and admittedly, there may be potential benefits. However, the city—if it values longstanding neighborhoods and businesses—needs to also look beyond the glossy hypotheticals and consider what is valuable in the Sherman Neighborhood and on Madison’s Northside that will be at risk if this OMSAP plan unfolds as proposed. Caution and due diligence may help prevent foreseeable adverse consequences.

We urge the City of Madison to thoughtfully consider ways to implement a redevelopment plan for the Oscar Mayer site which will preserve the character of the Sherman Neighborhood within which it is located. This includes, but is not limited to, the concerns set forth above: preserving the quality of life for existing residents and the stability of existing businesses; preserving all 30 acres of Hartmeyer wetlands; preventing congestion by good traffic planning on all streets in or near the Oscar Mayer site, and particularly on Aberg Avenue; locating any bus barn for Metro elsewhere, not in empty Oscar warehouses; and taking responsibility for mitigating or avoiding foreseeable effects of subsurface contamination.

The need to address these concerns fully is imperative. A detailed, substantive response would be greatly appreciated. Thank you for your time and attention.

Neighborhood Council/Board of Directors,
Sherman Neighborhood Association:

Carrie Baranowski, Chris Elholm, Jennifer Argelander,
Justin Dobson, Chet Hermanson, Lynette Jandl,
Dolores Kester, Lesleigh Luttrell, Michelle Martin, Carolyn Rumph, Pat Tuchscherer, Renee Walk

The Sherman Neighborhood

The Sherman Neighborhood Association (SNA) extends on its western border along N. Sherman Avenue and Fordem Avenue all the way from Northport Drive south to E. Johnson Street, then along a line extending north from First Street on the east to the point where this line intersects with the railroad corridor, then north and east along the railroad corridor until it intersects with Commercial Avenue. From this point the neighborhood border extends eastward along Commercial Avenue to Packers Avenue, then north along Packers to the intersection with Northport curving west to intersect with N. Sherman Avenue. The Sherman Neighborhood boundaries thus include the entire Oscar Mayer property, which comprises almost all of the OMSAP plan area. As of 2018, the Madison Neighborhoods website estimates 2,835 people live in SNA. (<https://madison.apl.wisc.edu>)



Mayor Satya Rhodes-Conway
City of Madison
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

April 28, 2020

Dear Mayor Rhodes-Conway,

Madison Audubon Society deeply appreciates your strong commitment to environmental protection, sustainability, and improvement of neighborhoods. Madison Audubon strongly supports the Friends of Hartmeyer, the Eken Park Neighborhood Association, and the Sherman Neighborhood Association in their efforts to preserve all thirty acres of the Hartmeyer property. We hope you will extend your excellent record by working with these residents to reach that goal.

These organizations make two compelling arguments in support of the City's acquisition, preservation, and ecological improvement of this property.

1. The neighborhoods and the larger community would benefit from this property. Its wetlands would protect water quality and mitigate floods. Those same wetlands with properly-restored uplands would support a wonderful variety of vegetation, birds, pollinators, and other wildlife. The entire property would also provide much needed and appreciated green, open space. Among the lessons COVID-19 has taught us is how important natural, open spaces are for urban populations.
2. The Friends of Hartmeyer makes an extremely important point that the wetlands are probably larger and might become even larger than shown in current City maps and plans. The changed climate in most years will produce more rain and higher water tables than have historically occurred. One result is bigger wetlands, unless large-scale drainage projects are able to limit that increase. This phenomenon is not unique to the City but is occurring across Dane County and southern Wisconsin.
3. From the perspective of Madison Audubon, preserving the thirty acres will enable the wetland to have a vital upland border. A wetland's benefits are not fully realized without some adjacent uplands in as close to their natural state as possible. Much of the vegetation essential to pollinators grow in the uplands. Much of the wildlife found in wetlands depend on those uplands for part of their life cycles. And the people of Madison benefit greatly from the many services provided by a high-functioning wetland.

Please take every step to work with these three organizations and others who support the preservation of all the Hartmeyer property to protect all thirty acres. Thank you for your environmental leadership and your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Matthew Reetz".

Matthew Reetz, Ph.D.
Executive Director

Cc: Alder Syed Abbas

Coolidge Street Extension – Eken Park Neighborhood

Beth Sluys, Lerdahl Park Neighborhood, District 18

All of the various plans and reports that were created with intense and vast public input over the past 10 years should be the basis of decision-making related to transit and roadways in the special area plan, especially as we consider areas with adopted neighborhood plans in place:

Emerson East-Eken Park-Yahara Neighborhood Plan (p.54, Coolidge is not included as a road slated for long-term road connections. The plan does state: “improve the safety of pedestrian and bike transportation within the area and to adjoining neighborhoods” and “develop strategies to improve pedestrian crossings at major intersections while implementing traffic calming features to address safety issues on local streets” and “improve and/or complete links to the existing system of off-road bike paths, bike lanes, and sidewalks that provide access to community centers, schools, and other public facilities”-the ONLY mention of Coolidge Street is in relation to improving lighting)

Comprehensive Plan (p.29, Strategy 8: “Expand and improve the city’s pedestrian and bicycle networks to enable safe and convenient active transportation”)

OSCAR Group Community Feedback Report (top transportation feedback was for “pedestrian bridge over Packers Ave., bike path system, bicycle station, bike path to area neighborhoods and retail areas”)

Madison in Motion (#1 transit goal is to “expand transportation infrastructure to support a greater range of options for all user types”)

Northport-Warner Park-Sherman Neighborhood Plan (Chapter I-5, short and long term recommendations for pedestrian and bike safety and efficiency)

Oscar Mayer Area Strategic Assessment Report (Objective 7 states “Create an integrated and connected multimodal transportation system”), **Connect Madison** (Strategy #4 states that “transportation is an economic development issue and is a critical piece of addressing the City’s equity challenges”- improving modes of pedestrian/bike/public transit connections and reliability can help with this)

Park and Open Space Plan supports the goals for “improving the City’s connectivity and eliminating gaps”)

The **Equitable Development in Madison** paper (Population change is “pushing residents with lesser means to more peripheral areas, and importantly further away from effective transit service linking people to economic opportunities.” Better linkage of non-auto connectivity to public transit will assist to increase transit access)

The ***Racial Equity and Social Justice tool*** used by the OM Strategic Assessment Committee (Item 3b calls for “better transportation connections”) all strive to be focused on future development that includes transit that is not focused on car use but rather, is focused on a well diversified multimodal transit system that looks to provide opportunity for all residents of Madison and improve public health, safety and welfare.

Every Madison resident should be able to walk out their front door and consider true transit freedom. We should have the freedom to consider whether to walk or bike or take a bus, light rail...keeping our car use as a last resort option. If we plan well, this can happen. True transit freedom across Madison can happen if we create trusted transit options that are not focused on non-green road building where it is not needed or wanted, but based on a creative, well functioning public transit system interwoven with non-auto dependent development options.

At a public meeting early in 2020, over 100 residents of Eken Park attended a public input session hosted by Alder Abbas. The residents have clearly spoken and they do not want Coolidge opened up but rather want the end of Coolidge opened for access to safety cross Packers Highway for bikes and pedestrians, whether with a traffic light and public crossing at that location, along with a BRT bus station. This would be the perfect corner for all residents, both on the east and west sides of Packers Highway, to access public transit. ***Plan Commissioners have indicated that Coolidge Street could be opened in a similar fashion as found at Monroe and Leonard Streets.***

The Northside residents are in keeping with the Mayor’s desire to reduce car use, increase access for walking and biking connections and increase the use of public transit as we head into the era of BRT. The overriding response to the Coolidge Street extension is **no**. Clearly the residents of Eken Park do not want the road extended, do not want the increased traffic and do not want the increased potential vehicle accidents, many have sadly already impacted lives in that neighborhood. A resident of Eken Park called the Coolidge Street extension an “insane” idea. Nowhere in the adopted Eken Park neighborhood plan (2016) is Coolidge Street slated for long-term connection. Eken Park residents prefer a similar solution like the one at Monroe Street and Leonard Street on Madison’s west side. Open up Coolidge to bike and pedestrian traffic ONLY and install a good crossing with a traffic light at that corner. This would make ready access to the BRT station just a short walk down to Commercial Avenue.

As the planning and design for all roadways and road changes are being considered, it will be important to respect community values and interests of the neighbors of Eken Park and all area residents as we consider a community-sensitive approach to all roadway changes on the north side. Current WisDOT road planning perspectives: “Transportation projects are not an end in themselves, but a vital means to reach many end points. WisDOT’s vision is to deliver a comprehensive transportation network that provides safe, user-friendly access and mobility, and, at the same time, ***responds to the values of Wisconsin citizens.*** It is WisDOT policy to use a “Community Sensitive Design” (CSD) approach to enhance transportation project development and resulting solutions. CSD is an approach of creating public works projects that function safely, efficiently, and

are pleasing to both the users and the neighboring communities. Community Sensitive Design is a collaborative interdisciplinary approach that includes ***early involvement of all stakeholders to ensure that transportation projects not only provide safety and mobility but are also in harmony with communities and the natural, social, economic, and cultural environments.*** This integration of projects into the community and environment requires careful planning. Consequences from differing perspectives must be balanced, and the design tailored to fit a project's circumstances and scope. In accomplishing this, a variety of design, construction and safety analyses must be considered, along with environmental considerations. The impacts of growth and transportation can be either positive or negative and increasingly hard to balance."

As we consider all modes of transportation for the north side, let us not look at cars and roads as the first considerations. Let us look towards pedestrian/bike path connectivity, well placed BRT stations, light rail, e-Bikes, electric car charging stations, etc. The connecting of people east to west and places north does not need to rely solely on roads and cars. Eken Park does not want the estimated additional vehicular traffic at 5,000 ADT coming through a pedestrian friendly neighborhood. Let's get creative and challenge the norm of interconnectivity that only means more roads. We know in Madison that this is just not the case as we provide a wonderful bike path system and have year round use of these paths. We have a real opportunity to do things differently and better.

If the current owners of OM Station want to have a road pass by their proposed brewery in the old power house, then perhaps a road could pass from Packers Highway through to the west edge of OM Station and have a road along the west edge of OM Station that then crosses at the existing and maintained Roth Street railroad crossing. We have Commercial Avenue for a connector route east to west, let's keep it that way to support all of the businesses that are slated to be built up and down Commercial Avenue. Why divert customers?

The Canadian Pacific (CP) Railroad is currently in the process of **reducing the number of at-grade crossings** due to the Federal Railroad Administration's ***Grade Crossing Reduction Act.*** The current crossing is at the end of Roth Street, and is still maintained by the CP. If the city demands a road be brought through to Sherman Avenue from Packers Highway, past the future brewery at OM Station in the previous power house (Powerhouse Brewery), then why not run it across the existing crossing at the end of Roth Street, and down along the western edge of OM Station property, past the brewery and out to Pennsylvania and Packers Avenue? It is not clear that the warehouse and refrigerated building will be remaining on the OM Station property long term. There is room for this roadway to be considered, without having to pursue a new rail crossing through the Office of the Commissioner of Railroads. In this way, the uplands of Hartmeyer will be preserved and could be restored. The CP has not been invited to review the feasibility of the proposed multi-modal hub, the addition of an at-grade rail crossing, or other land uses that could impact the rail corridor that are proposed in the OMSAP.

Past correspondences with the Canadian Pacific Railroad regarding the Oscar Mayer Special Area Plan concepts follows as they relate to at-grade crossings and also multi-modal hubs on the CP:

From January 30, 2020:

Dear Beth,

CP is not considering additional at-grade crossings in Madison, WI or anywhere across our system. In fact, CP has an ongoing system-wide safety initiative to close at-grade railroad crossings. This is in alignment with the FRA (Federal Railroad Administration) who set a goal in 1991 to close 25% of the 280,000 crossings in the US. This goal was established to improve public safety.

Our internal policy is that we do not allow new public crossings, as they increase the potential for grade crossing incidents, which increases safety risk for both the traveling public and train crews. CP would allow a new public crossing with the elimination and/or consolidation of two existing public crossings. This is key to ensure we continue to drive towards reducing the overall number of crossings and improving public safety.

Thank you for your inquiry and let me know if you questions.

Brian Osborne

Manager Public Works – US East Region

○ 612-330-4555 C 612-760-2945

Canadian Pacific Plaza 120 South 6th Street., Suite 700,
Minneapolis, MN 55402

From February 14, 2020:

Hi, Beth,

I understand you've been seeking information on any potential crossing or facility at Madison involving a multimodal transit hub. CP has not been involved in any discussions along these lines and so CP won't have anything to share.

Best regards,

Andy Cummings

Manager, Media Relations

○ 612-851-5616

C 612-554-0850

120 S. 6th Street

Minneapolis, MN 55402

24/7 Media email - alert_mediarelations@cpr.ca

To date, WisDoT has not been invited to review the feasibility of the proposed roadways, road extensions, street crossings, added traffic controls, nor any of the suggested roundabouts or other transportation options presented in the OMSAP. So any transportation options proposed are not based on WisDoT governed or reviewed input, oversight or advice at this point in the process.

I ask that we look at all of the public transportation options in earnest and put those options in place before we imagine more roads, more cars. This is not in keeping with the current work of our Mayor to have fewer cars on area roads: we are removing and narrowing roadways, and increasing access to a well-honed public transportation system. Let's focus on these issues in a realistic way.

We can do better.