



January 28, 2010

Ms. Jennifer Wilford
City of Rock Hill Economic and Urban Development Department
City Hall, Suite 220
155 Johnston Street
Rock Hill, South Carolina 29730

RE: Arcade Mill Brownfields Remediation Professional Services

Dear Jennifer:

SynTerra appreciates the opportunity to continue to work with the City of Rock Hill on the Brownfields Remediation of the former Arcade Mill.

The table below summarizes the currently anticipated scope and budget estimate for SynTerra to conduct the environmental engineering services related to the project. It is anticipated that the US EPA will conduct a Targeted Brownfields Assessment (TBA) to document current site surface soil and groundwater conditions to address the additional information requirements from SC DHEC dated March 12, 2009. The data from the TBA, and input from City stakeholders, will be used to complete the Corrective Measures Plan/Analysis of Brownfields Alternatives. It is anticipated that the remediation strategy will primarily involve capping soils where PAH concentrations are greater than current US EPA residential risk-based screening concentrations followed by deed restrictions. Phytoremediation will also be employed as a secondary measure to enhance the degradation of the PAH concentrations in shallow soils and VOCs in groundwater over time. As shallow soil PAH concentrations allow, a portion of the site may be converted to single family residential property along Blackwell Street. Soil excavation may be needed along Blackwell Street, and in the area of the former wastewater treatment tank. A structural evaluation of the smoke stake and a report of recommendations will also be prepared to determine how to incorporate this historical element into the final site design. The ultimate goal for the majority of the property is to develop urban wildlife habitat, greenspace and passive recreation such as a walking trail.

During the planning and design phase of the project SynTerra, will work closely with the City of Rock Hill stakeholders who will ultimately be responsible for site long-term maintenance. SynTerra, along with City stakeholders, will develop the final design plans and phytoremediation plant selection. Short-term implementation and construction costs, along

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with long-term monitoring and maintenance costs, will be evaluated as part of the design process. Innovative implementation approaches will be explored as necessary to meet the SC DHEC requirements to achieve a Certificate of Completion following the completion of the cleanup grant phase of the project.

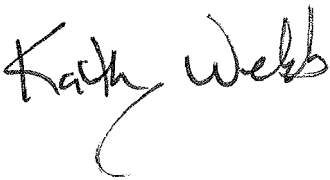
Following community, SC DHEC and US EPA acceptance of the design plans, SynTerra will assist the City with selection and oversight of contractors to implement the corrective action. SynTerra will also provide field observation and documentation, and the final site survey for notice on the deed regarding property restrictions. Upon completion of field activities, SynTerra will compile the information in a Cleanup Report. SynTerra, in collaboration with City stakeholders, will also prepare a Cap and Vegetative Cover Maintenance Plan for the City to use to manage the site in the future.

SynTerra anticipates completion of the design, implementation and reporting on the site cleanup within approximately 18 months of notice to proceed. The itemized task list and budget estimate attached generally reflect the anticipated scope of professional services at this time. SynTerra will conduct the work on a time and materials basis with monthly invoices and progress reports. SynTerra will notify the City if the scope and budget of the project appears to require modification during the course of work.

Attached please find the standard SynTerra 'Terms and Conditions' and 'Agreement for Professional Services'. The City may sign and return these documents as authorization to proceed on this project.

Please give me a call if you have any questions or require additional information. Thanks again for your business.

Sincerely,
SynTerra

A handwritten signature in black ink that reads "Kathy Webb". The signature is written in a cursive, flowing style.

Kathy Webb, PG
Principal Project Manager

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Arcade Mill Brownfields Cleanup Environmental Professional Services Scope of Work and Budget Estimate		Budget Estimate
Task 1	City of Rock Hill Stakeholder Input Coordination (Assumes one coordination meeting with the City personnel and telephone follow-up)	\$2000
Task 2	Smoke Stack Structural Evaluation (Assumes one site visit and an evaluation report)	\$3000
Task 3	Preparation of Updated QAPP/H&S Plans (Assumes existing documents will be modified and updated with minimal changes)	\$3000
Task 4	Preparation of Corrective Measures Plan/ABCA (Assumes US EPA TBA data and City stakeholder input will be used to develop a plan to complete site work necessary to achieve a SC DHEC Certificate of Completion, one meeting with City stakeholders and one public comment meeting are anticipated)	\$10,000
Task 5	Final Design, Supervision of Cleanup Activities, Assist with Selection of Cleanup Contractor and/or City coordination during cleanup (Includes specific plant selection and placement, plus soil amendment specifications; assumes one implementation kick-off meeting and weekly site visits for eight weeks)	\$15,000
Task 6	Confirmation Soil Sampling (Assumes up to 10 surface soil samples are collected and analyzed for PAHs to confirm the cleanup of the residential property area, if needed, and up to 5 soil samples are collected and analyzed for PCE to document cleanup around the former wastewater treatment tank, if needed. It is assumed the sampling will be conducted during the site visits per Task 5, above).	\$3000
Task 7	Preparation of Cleanup Documentation Report (Assumes field notes, photographs and site measurements collected during the course of the cleanup will be compiled into a final report, plus one final inspection site visit coordinated with SC DHEC)	\$5000
Task 8	Preparation of Site Survey and Notice on the Deed (Assumes the area that will be deed restricted is surveyed in detail and the information documented on the deed)	\$5000
Task 9	Preparation of a Cap and Vegetative Cover Maintenance Plan (Assumes City input during the development of the Corrective Measures Plan, and during the corrective action implementation, will be used to develop a sustainable maintenance plan for the site)	\$2000
Estimated Professional Services Budget		\$48,000

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SYNTERRA

Terms and Conditions

Performance of Services: SynTerra, shall perform the services outlined on the attached proposal and on the attached Agreement for Professional Services in consideration of the stated fee and payment terms.

Additional Services: For additional services not included above, SynTerra, shall be compensated on a time and expenses basis as approved by the Client's Project Manager.

Access to Site: Unless otherwise stated, SynTerra, will have access to the site for activities necessary for the performance of the services. SynTerra, will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.

Retainer/Billing/Payment: Client agrees to pay SynTerra, for all services performed and all cost incurred. Invoices for SynTerra's services shall be submitted, at SynTerra's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, SynTerra, may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: Client agrees, to the fullest extent permitted by law, to indemnify and hold SynTerra harmless, from any damage, liability or cost, (including reasonable attorney's fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the project that is the subject of this Agreement.

Waiver: In addition, Client agrees, to the maximum extent permitted by law, to waive any claims against SynTerra, arising out of the performance of these services, except for the sole negligence or willful misconduct of SynTerra,.

Information for the Sole Use and Benefit of Client: All opinions and conclusions of SynTerra,, whether written or oral, and any plans, specifications or other documents and services provided by SynTerra, are for the sole use and benefit of Client and are not to be provided to any other person or entity without the prior written consent of SynTerra,. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either SynTerra, or Client.

Certifications, Guarantees and Warranties. SynTerra, shall not be required to execute any document that would result in SynTerra, certifying, guaranteeing or warranting the existence of any conditions.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both Client and SynTerra,, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, SynTerra's total liability to Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the project fee. Such causes include, but are not limited to, SynTerra's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents: All documents produced by SynTerra, under this Agreement are instruments of SynTerra's professional service and shall remain the property of SynTerra, and may not be used by Client for any other purpose without the prior written consent of SynTerra,.

Dispute Resolution: Any claims or disputes between Client and SynTerra, arising out of the services to be provided by SynTerra, or out of this Agreement shall be submitted to non-binding mediation. Client and SynTerra, agree to include a similar mediation agreement with all contractors, sub-consultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Termination of Services: This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Client shall pay SynTerra, for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

It is agreed that above terms and conditions are incorporated into and made a part of the Agreement for Professional Services.

Initialed & dated:

SynTerra

Client

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is by and between the City of Rock Hill ("Client") and SynTerra with an office in Greenville, South Carolina, who agree as follows:

I. **ENGAGEMENT.** Client desires to engage SynTerra to provide certain services in connection with the Client's project, set forth in the attached:

Proposal Date January 28, 2010 Project Name Arcade Mill Cleanup

For performance of Services, Client shall pay SynTerra as set forth in the Proposal and in accordance with the terms and conditions attached hereto.

II. **CONTRACT DOCUMENTS.** The following documents ("Contract Documents") form as part of this Agreement and are incorporated herein by reference:

- A. Terms and Conditions, attached hereto;
- B. The Proposal, attached hereto

In the event of any inconsistency or conflict among Contract Documents, the Terms and Conditions attached hereto shall govern.

III. **TO BE COMPLETED BY CLIENT**

A. For payment of Services, invoice to the account of:

Firm _____

Phone Number _____

Address _____ City _____ State _____ Zip Code _____

Attention _____ Title _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below:

Firm _____

Address _____ Zip Code _____ Phone
Number _____

Attention _____ Title _____

IV. **NOTICE TO PROCEED.** Client authorizes SynTerra to commence work by signing and returning this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____ 20__.

CLIENT _____

BY _____

TITLE _____

SYNTERRA

BY_Kathy Webb, PG_

TITLE_Principal_