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June 28, 2012

Hunn Family Trust  
Lou Dodulik, Attorney  
PO Box 5246  
946 Elm Grove Road  
Elm Grove, WI 53122

**Subject: Proposal for Site Investigation**

**117 Capitol Drive Milwaukee, Wisconsin Property (BRRTS Case #02-41-182420)**

**TRC Proposal No. 194211.9990**

Dear Mr. Dodulik:

This letter presents TRC Environmental Corporation's (TRC's) proposal to assist the Hunn Family Trust (the Trust) in further characterizing the nature and extent of soil and groundwater contamination at the above referenced property. This proposal has been developed in response to the Request for Proposal (RFP) dated May 16, 2012 and our subsequent discussion.

TRC can offer this project the following advantages:

- TRC staff (formerly RMT, Inc.) have a **long-standing and positive working relationship with Ms. Pam Mylota**, the WDNR project manager for the site. We regularly take a lead role and work directly with WDNR on behalf of our clients.
- We have **extensive experience** in site investigation and remediation in southeast Wisconsin, working within the various WDNR programs including the Dry Cleaner Environmental Response Fund (DERF) program. TRC recently completed a DERF site investigation and is working with the WDNR in completing a DERF remediation for a former dry cleaner site in Brookfield, Wisconsin.
- Our proposal presents a phased approach to the site investigation. This approach focuses on obtaining site-wide data using lower cost methods first, which can then optimize the placement of subsequent investigation points. This approach is both technically sound and is also **highly cost-effective and amenable to moderating cash flow** from the Trust.

Once this work is completed, the Hunn Family Trust can request that a DERF Reimbursement Claim be completed and submitted to the WDNR to request reimbursement of eligible site investigation costs. Since DERF Claim preparation is not reimbursable by the DERF, it has been assumed that the Hunn Family Trust will prepare the DERF Claim forms (*i.e.*, Reimbursement


Mr. David G. Mueller  
Hunn Family Trust  
June 28, 2012  
Page 2

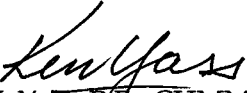
Cost Summary Form 4400-213, Reimbursement Cost Detail Worksheet Form 4400-214, and the Verification of Taxpayer ID Number Form W-9), with assistance from TRC as needed. The WDNR DERF Guidance document entitled "Getting Your Money Back" (RR-641) details the process and explains cost eligibility. We would be happy to provide you a copy of this document upon request.

We are pleased to offer this assistance to the Hunn Family Trust. To accept this proposal, please sign and return a copy of the attached Work Authorization.

Sincerely,

TRC Environmental Corporation

  
Steven D. Schroeder  
Sr. Client Service Manager

  
Ken W. Yass, P.E., CHMM  
Project Manager

Attachments: Proposal  
Figure of Proposed Investigation Locations  
DERF Bid Forms  
Work Authorization  
TRC Terms and Conditions

cc: Ms. Pam Mylota - WDNR



Hunn Family Trust

# **Attachment 1 Proposal**

June 28, 2012

S WAY CLEANERS\PROPOSAL\P194211.9990-001.DOCX



## **Proposal for Subsurface Investigation at the 117 Capitol Drive, Milwaukee, Wisconsin Property**

### **Background**

The following summary of the site background is based on information provided in the RFP as well as that readily available from the WDNR files.

The property was previously operated as a dry cleaning facility from 1962 until 1982, operated as various automotive maintenance facilities until 1997, and then operated as Speedy Lube auto maintenance facility from 1997 to 2002. In 1997, a Phase II site assessment revealed the presence of chlorinated solvents (tetrachloroethene [PCE], chlorobenzene) at the site which are consistent with chemicals typically used at dry cleaning operations.

A supplemental soil investigation was conducted in 1998, and consisted of advancing seven (7) soil borings throughout the property, and sampling soil to depths ranging from 8 to 20 feet below ground surface (bgs). Chlorinated solvent compounds including PCE and its natural breakdown compounds (trichloroethene [TCE], cis-1,2-Dichloroethene [DCE]\*, and vinyl chloride [VC]), along with chlorobenzene (CB) and 1,2-dichlorobenzene were detected in soil samples. In three of the seven borings (B-1 and B-2 near an underground storage tank (UST) cavity, and B-7 located 60-feet southwest of the UST) contaminants were detected at levels that exceed anticipated soil cleanup goals.

The UST was removed in 1999 and a soil sample (S-100) collected from the base of the tank cavity indicated highly elevated levels of all of the above noted chlorinated solvent compounds.

\*NOTE: Table 1 from the RFP (as taken from the October 2002 Workplan by Envirogen) indicates cis-1,2 dichloro**benzene** as a constituent. This constituent does not exist and TRC assumes this to be cis-1,2 DCE which would be consistent with the other compounds detected at this site.

A potential Dry Cleaner Environmental Response Fund (DERF) claim form was submitted to the WDNR on December 5, 2002, and the WDNR approved it on February 13, 2003. All work going forward must comply with NR 169, WAC Dry Cleaner Environmental Response Program and applicable guidance.

The WDNR issued a vapor intrusion letter on September 7, 2011. The WDNR issued a "push action" letter on December 12, 2011. The December 12, 2011 WDNR letter to the Hunn Family Trust indicates that this site is in the DERF cleanup process.



## Initial Interpretation of Site Conditions

The compilation of the previous results along with TRC's knowledge of the local area and experience at similar sites leads to the following initial interpretations for the site:

- The former UST is a primary source of the chlorinated solvent release at the site (the second highest PCE concentration detected so far was at the base of the UST cavity), however smaller source areas may also be present, possibly from former dry cleaning operations on-site.
  - Soil contamination appears to extend at least 20-feet to the north of the UST cavity (to previous boring B-2, see attached Figure), which may imply a localized transport seam in shallow soil or the location of a former fill pipe associated with the UST.
  - The location of boring B-7 (~75 feet southwest of UST area), and relatively high level of contamination found at a shallower (6-8 foot) depth, indicates that this area may represent a separate source area/release of chlorinated solvents, from previous operations (i.e. a surface spill or release from the adjacent property).
- Groundwater flow direction is expected to be primarily eastward towards the Milwaukee River, consistent with regional groundwater flow. Site-specific variations in flow direction may be encountered, and skew the flow to the northeast or southeast.
- Depth to groundwater has been reported to be about 7 feet bgs (per the RFP which referenced a Report from Environmental Associates, 2000) and also reported at 12 to 14 feet bgs (Envirogen, 2002 Work Plan). This may reflect differences in depth over the breadth of the site, possibly accentuated by seasonal variation. Groundwater depths over the site will be determined as part of the proposed investigation activities.

## Project Objectives

TRC's proposal has been developed to accomplish the following objective(s):

- Conduct further investigation at the 117 E. Capitol Drive property in Milwaukee to further define soil and groundwater contamination and source areas, in the overall interest of satisfying NR 716, WAC Site Investigation requirements, to begin to obtain more information on potential remedial action options and ultimately bring the site to WDNR closure.
- Proceed with the work in compliance with NR 169, WAC DERF requirements and work closely with the WDNR so as to maximize cost reimbursement by the DERF to the Hunn Family Trust.

## Technical Approach

TRC proposes a *phased approach* to completing a site investigation for the CVOCs detected at the property. We believe that in the interests of the Trust, this approach provides the most efficient and technically sound manner of completing the site investigation.



*Phase 1 activities* are covered within this proposal and will consist of conducting a comprehensive soil and groundwater investigation to better 1) define source area(s) and 2) define the extent of contaminated soil, 3) understand groundwater flow patterns, and 4) characterize the magnitude and extent of groundwater contamination.

The Phase 1 investigation will utilize GeoProbe® drilling methods and temporary groundwater wells to cost-effectively obtain soil and groundwater samples for evaluation. This approach provides the following advantages:

- A GeoProbe® rig can complete borings in a reduced timeframe and cost compared to conventional drilling methods, so that more locations can be sampled resulting in a better overall understanding of site contamination. The GeoProbe® unit we plan to utilize is also smaller and can access areas at site (*i.e.*, between buildings adjacent to boring B-7) that larger drill rigs cannot.
- Temporary groundwater monitoring wells will provide the data necessary to gain an initial understanding of groundwater contamination along with some information on groundwater depth and flow direction. From this data, the number and locations of more costly, permanent monitoring wells can be determined (permanent wells are often required to complete the site investigation). Placing permanent wells without a clear definition of source areas and groundwater flow could lead to inefficient and/or incorrect placement of monitoring wells.

*Phase 2 activities* (not covered in this proposal) will be determined based on the results of Phase 1, but likely will include some or all of the following:

- Installation and sampling of permanent monitoring wells.
- Supplemental soil and groundwater sampling to fill in data gaps (*e.g.*, off-site groundwater).
- Conduct a vapor intrusion (VI) assessment at the nearby residence and potentially other nearby buildings. Site conditions indicate that VI may be a potential exposure risk, and current WDNR guidance includes assessing VI risk as an integral part of completing a site assessment.

Our expectation is that the Phase 1 and Phase 2 activities, together, will provide the necessary information to constitute a completed Site Investigation, and submittal of an NR 716, WAC Site Investigation Report.

## **Scope of Services – Phase 1 Site Investigation**

TRC will perform the following services to complete Phase 1 of the site investigation.

### **Task 1. Prepare Planning Documents**

Prior to mobilizing to the field, TRC will perform the following activities:



- A brief investigation work plan will be prepared for the project. The scope of services (Tasks 2 and 3) presented in this proposal contains all of the technical elements of the investigation, and will be used as the work plan for the project. The work plan will include the project objectives, a description of the investigation locations, methods, the plan for sampling and laboratory analysis plan, and field and lab QA/QC.
- TRC will submit the work plan to the WDNR project manager, Pam Mylota, to gain input and concurrence on the investigation objectives and scope of activities. TRC can conduct a brief meeting with Ms. Mylotta to discuss the work plan if deemed necessary.
- Develop a site-specific Health and Safety Plan for TRC on-site personnel.
- Draft subcontracts with the analytical laboratory and GeoProbe® subcontractors needed to complete Phase 1 activities.
- An access agreement will be executed with the property owner at the 3935 North Palmer Street residential property, for placement and sampling of two (2) borings/temporary wells (the two northeastern-most borings shown on the attached Figure).

## Task 2. Conduct Field Investigation

Prior to mobilizing to the field, TRC will Contact Digger's Hotline for locating public utilities and will contact the current residents at the two properties to schedule the field work.

The investigation will consist of advancing 9 GeoProbe® borings at the locations shown on the attached figure. Boring locations and sampling protocols are summarized in the following sub-sections.

### Source Area and Soil Investigation

Three (3) borings will be placed to evaluate the extent of soil contamination within the immediate vicinity of known and suspected source/release areas. The **attached Figure** depicts proposed boring locations.

- One (1) boring will be placed north of previous boring B-2 to evaluate the extent of soil contamination north of the UST area (the extent of contamination to the south is defined by previous boring B-4).
- Two (2) borings will be placed north and south of previous boring B-7 to evaluate the extent of soil contamination and determine if this area presents a separate release of chlorinated solvents from the UST area.
- The GeoProbe® borings will be advanced to 12 ft bgs and soils will be evaluated and logged to document soil stratigraphy.
- Soils will be field screened for volatile organic compounds (VOCs) using a photoionization detector (PID), and for visual and olfactory signs of contamination. Screening results will be logged in a field book.



- At each boring location, soil samples from two (2) depth intervals will be collected for lab analysis based on the results of the field screening. If field screening does not distinguish sample intervals, samples will be collected at the same depths where previous, adjacent borings indicated the highest levels of contamination.
- Samples will be submitted to a Wisconsin certified laboratory for analysis volatile organic compounds (VOCs) using EPA Method 8260 and for semi-volatile organic compounds (SVOCs) using EPA 8270 (for dichlorobenzene analysis).
- GPS coordinates will be obtained from each sampling location.

### **Groundwater Investigation**

Six (6) borings will be advanced to assess groundwater conditions at the site as shown in the attached Figure. Each of these 6 borings will be completed as a temporary (3/4-inch dia.) monitoring well.

- Two (2) borings/temporary wells will be placed directly beneath known or suspected source areas; one beneath the former UST area, and one at the previous boring B-7 location.
- Four (4) borings/temporary wells will be located at varying distances downgradient (eastward) from the known and suspected source areas.
- As with the soil investigation points, soils will be logged to document soil stratigraphy and field screened using a photoionization detector (PID), and for visual and olfactory signs of contamination.
- After the temporary wells are completed at each location, they will be surveyed to establish a relative surface elevation and groundwater level will be measured to determine groundwater elevations and flow direction across the site.
- GPS coordinates will be obtained from each sampling location.
- One round of groundwater samples will be collected and submitted to a Wisconsin certified laboratory for analysis volatile organic compounds (VOCs) using EPA Method 8260.
- Upon completion of sampling activities, the temporary wells will be abandoned by removing the well pipe and backfilling the borehole with grout. Borings advanced through pavement will be patched with like pavement as part of the abandonment process.

### **Notes on Soil and Groundwater Sampling Program**

1. Locations targeted for temporary groundwater wells may not have impacted soils as these locations are at some distance from the source areas. However, if field screening indicates that soil contamination is likely present, soil samples will be collected for lab analysis.
2. Another element to assess if the UST Area and the B-7 Area are connected or represent separate source areas would be to place a soil boring/temporary well directly between these





areas, within the confines of the auto maintenance building. TRC can explore the feasibility of this while on-site, and if logistics can be worked out, relocate a boring/temporary well.

3. Two additional soil samples have been held "in reserve" to account for field changes in the sampling program, such as the scenario noted in 2. above.

### Task 3. Reporting

- TRC will prepare a letter report to document the Phase 1 investigation, including soil boring logs, summary tables of soil and groundwater analytical results, and figures depicting investigation locations and delineated areas of soil and groundwater contamination. If the findings of the Phase 1 investigation do not indicate the need for further investigation, this letter report will constitute the NR 716, WAC Site Investigation Report. Should further investigation be warranted, the letter report will be the basis for later preparation of the NR 716, WAC Site Investigation Report.
- A Draft letter report will be provided for Hunn Family Trust-representative for review and then finalized.
- TRC will be available to meet and discuss the results and conclusions of the investigation and to plan the next steps of the project.

### Estimated Cost

TRC can complete the described scope of services for an estimated fee of \$14,644. A completed DERF Site Investigation Bid Form (4400-233) is provided in Attachment 2.

### Basis for Estimated Cost

TRC's estimated cost is based on the following:

- Costs assume two days of field investigation to install nine GeoProbe® soil borings and six temporary wells.
- Lab analyses will be conducted on a non-expedited basis (10 business day turn-around). Note that the fees for expedited laboratory analyses are not reimbursable by the DERF.
- SVOC analysis for dichlorobenzene will not be required to establish the initial characterization of groundwater quality in the Phase 1 work. Groundwater samples from the monitoring wells, once installed may be analyzed for dichlorobenzene.
- Soil cuttings will be containerized (*e.g.*, in 5-gallon buckets) and left on-site. It is assumed that follow up activities, including permanent well installation will generate additional soil cuttings and waste characterization and disposal can be conducted at that time.
- Access to borings and sampling locations will not be hindered, and the facility will be amenable to moving vehicles and other movable items, to assist in accessing sampling locations.



- Costs assume some time to develop an access agreement to advance two borings/temporary wells within the 3935 North Palmer Street residential property.
- We have assumed that DDC will prepare the DERF Bid Proposal Summary (WDNR Form 4400-212).
- No WDNR review fees will be incurred in conjunction with the Phase 1 work and no such costs are included in this proposal.

### **Terms of Contract**

TRC proposes to perform the services under the terms of the enclosed Work Authorization (Attachment 3) and Terms and Conditions (Attachment 4). To accept this proposal, please sign both copies of the Work Authorization and return one fully executed copy to my attention. The second copy of the Work Authorization is for your records.

### **Project Team**

We offer Ken Yass as the project manager and Steve Schroeder as technical review for the proposed Scope of Services. Ken has a good working relationship with Pam Mylota of WDNR having worked with her in the past. Field staff will be mobilized from our Milwaukee (Brookfield) office.

### **Schedule**

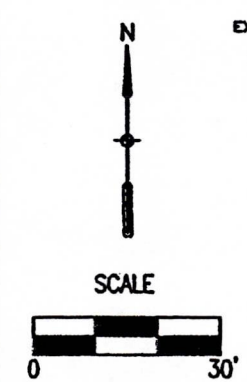
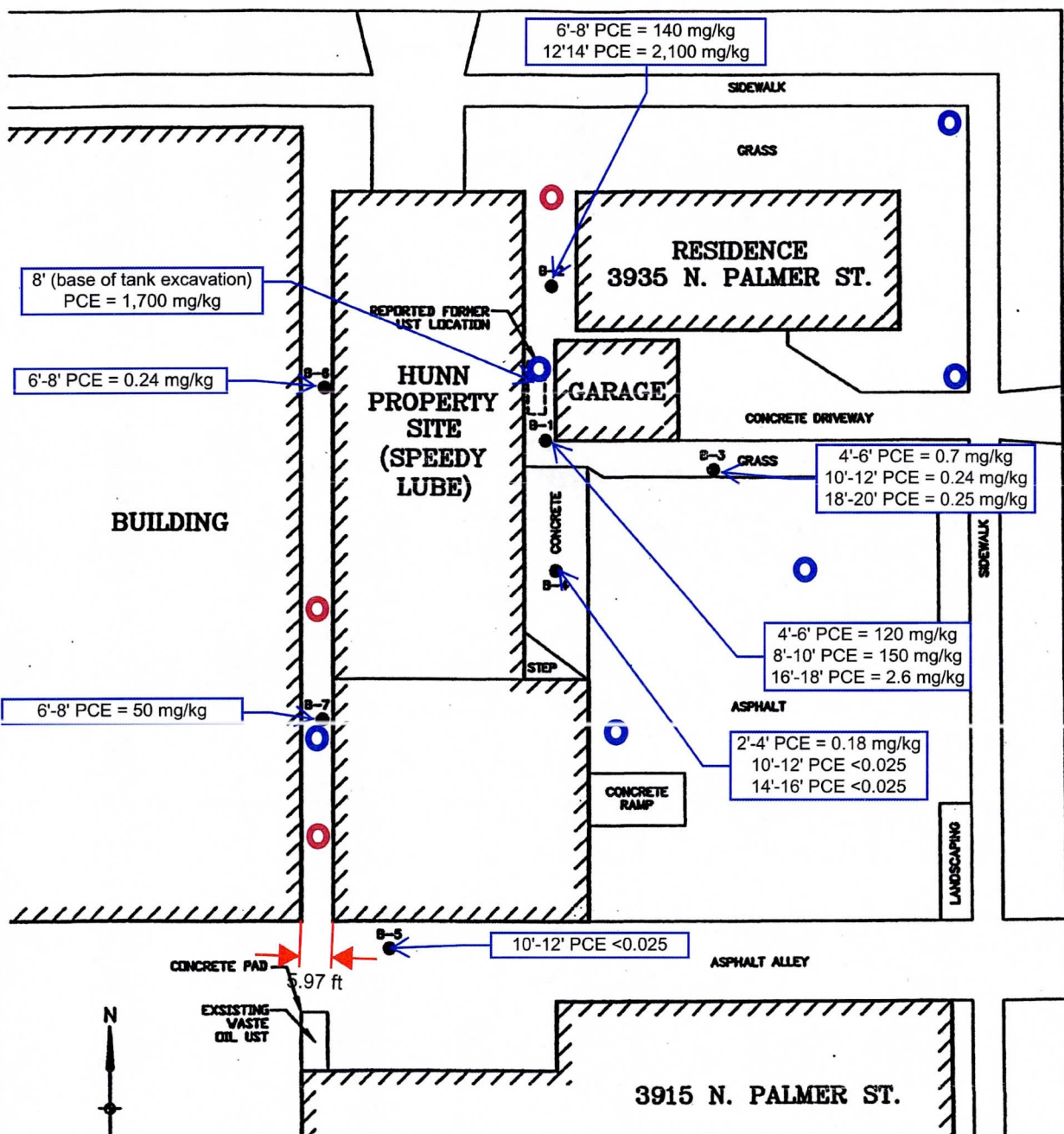
TRC can begin work on the project within 2 weeks after receiving the signed work authorization.

### **Health and Safety Considerations**

TRC subscribes to Occupational Safety and Health Administration (OSHA) – and United States Environmental Protection Agency (USEPA)–mandated health and safety standards. Because of the wide range of potential exposures for our employees, TRC must make conservative judgments as to potential health risks. The services outlined in this proposal are offered on the basis of providing Level D health and safety protection (coveralls, safety shoes, hard hats, and eye protection only). If additional protection is required for TRC employees to perform these services, then TRC will advise Hunn Family Trust of the needed protection and any associated increase in compensation before proceeding with the work.

E. CAPITOL DRIVE

N. PALMER STREET



NOTE

● SOIL BORING LOCATION

○ Planned GeoProbe Soil Boring Location  
 ○ Planned GeoProbe Soil Boring and Temporary Well Location

Base Map Provided in Request for Proposal dated May 16, 2012 to TRC



150 North Patrick Blvd.  
 Suite 180  
 Brookfield, WI 53045  
 Phone: 262.879.1212

PROJECT: 117 E. CAPITOL DRIVE  
 MILWAUKEE, WISCONSIN  
 WDNR BRRTS No. 02-41-18240

SHEET TITLE: PLANNED INVESTIGATION LOCATIONS

DRAWN BY: J KONIAR  
 APPROVED BY: K YASS  
 PROJ. NO. 194211.9990.0000  
 FILE NO. 194211-01.dwg  
 DATE: JUNE, 2012

FIGURE #1

Attached Xref's:  
 Attached Images:  
 Layout:  
 Dwg Size: 0.50 Mb  
 Plot Date: June 28, 2012  
 Plot Time: 1:54 PM

FIG. 1

PLOT DATA  
 Drawing Name: J:\WDNR\194211\194211-01.dwg  
 Operator Name: KONIAR, JOHN  
 Drawing Plot Scale: 1:1



Hunn Family Trust

**Attachment 2**  
**DERF Site Investigation Bid Forms**

June 28, 2012

P:\QUEEN'S WAY CLEANERS\PROPOSAL\194211.9990-001.DOCX

## DERF Site Investigation Bid Summary Consultant Selection Cover Sheet

Form 4400-233 (R 4/04) Page 1 of 6

Notice: Use this form to notify the Department of Natural Resources of the consultant you are selecting to conduct a site investigation and to submit and summarize the bids required in the Dry Cleaner Environmental Response Fund (DERF) Program. This form is authorized under s. 292.65, Wis. Stats. and s. NR 169.23, Wis. Adm. Code. Completion of this form is mandatory for any person applying for DERF reimbursement. Persons who do not submit a completed form will not be eligible for reimbursement under DERF. Personal information will be used to manage the DERF program, and be made available to requesters under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Complete the following information and submit it to your DNR regional project manager. Copy this form as necessary.

<b>Site name:</b> Queen's Way Cleaners	<b>Facility Name:</b>	<b>BRRTS #02-41-182420</b>
--	-----------------------	----------------------------

<b>Consultant Name:</b> TRC Environmental Corp	<b>Consultant Address:</b> 150 N. Patrick Blvd, 180, Brookfield, WI
--	---

<b>Consultant Name:</b> TRC Environmental Corp	<b>Consultant Name:</b>
Consulting costs: \$9,649	Consulting costs:
Drilling costs: \$2,490	Drilling costs:
Analytical costs: \$2,365	Analytical costs:
Miscellaneous costs: \$140	Miscellaneous costs:
<b>Total Costs:</b> \$14,644	<b>Total Costs:</b>

<b>Consultant Name:</b>	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
<b>Total Costs:</b>	

**Optional 4th bid information:**

<b>Consultant Name:</b>	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
<b>Total Costs:</b>	

Justification for Selection:

**Applicant Information and Certification**

I certify that the information contained above is true and correct to the best of my knowledge.

<b>Applicant Name</b>		<b>Date</b>	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

Signature

<b>Department Use Only</b>		
<b>Project Manager Approval Signature</b>	<b>Phone Number</b>	<b>Date</b>
<b>Not approved. Reason for non-approval:</b>		

**DERF Site Investigation Bid Sheet**  
**Consultant Bid Summary**  
 Form 4400-233 (R 4/04) Page 2 of 6

Site Name  
 Former Queen's Way Cleaners (aka Speedy Lube)

Consultant Name TRC Environmental Corporation	Applicant Name Hunn Family Trust
--	-------------------------------------

<b>Drilling Costs Total =</b>	<b>\$2,490</b>
<b>Analytical Costs Total =</b>	<b>\$2,365</b>
<b>Consulting Costs Total =</b>	<b>\$9,649</b>
<b>Misc Costs Total =</b>	<b>\$140</b>
<b>Grand Total =</b>	<b>\$14,644</b>

I certify that the costs are an accurate estimate of my total projected costs for the site investigation and I understand and will adhere to s.292.65 Stats. and ch NR 169, Wis. Adm. Code.

Consultant Signature	Date
----------------------	------

Please attach to these forms a written narratige specifying how the tasks outlined in these sheets will be performed.

Consultant Name:  
 Site Name:  
 BRRTS #:  
 Date:

## DERF Site Investigation Bid Sheet Drilling Costs

Form 4400-233 (R 4/04) Page 3 of 6

Drilling Costs						
Interval	Number of Days in Well	Number of Days	Number of Feet Drilled	Cost per Day per Foot	Cost	
<b>Temporary Wells</b>						
15 ft to 20 ft	9		120	\$60/Well	\$540	
___ ft to ___ ft						
___ ft to ___ ft						
> ___ ft						
Decontamination Costs						
Mobilization Costs						
<b>Geoprobe (Continuous Sampling)</b>						
___ ft to ___ ft						
___ ft to ___ ft						
___ ft to ___ ft						
> ___ ft						
Decontamination Costs						
Mobilization Costs						
<b>Geoprobe (Specify split spoon sampling in Well)</b>						
___ ft to ___ ft						
___ ft to ___ ft						
___ ft to ___ ft						
> ___ ft						
Decontamination Costs						
Mobilization Costs						
<b>Geoprobe Limited Access (per Day)</b>						
Limited Access Geoprobe Unit	< 15 ft depth	3	0.5	45	\$1,600/Day	\$800
Geoprobe	15 ft -20 ft depth	6	0.75	120	\$1,200/Day	\$900
	> ___ ft depth					
Decontamination Costs						
Mobilization Costs						
<b>\$250</b>						
<b>Well Development (if done by subcontractor)</b>						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
<b>Other:</b>						
Drums						
Flush Mount Covers						
Protector Pipes						
<b>Total Drilling Costs</b>						
						<b>\$2,490</b>

Consultant Name:  
 Site Name:  
 BRRTS #:  
 Date:

## DERF Site Investigation Bid Sheet Analytical Costs

Form 4400-233 (R 4/04) Page 4 of 6

VOCs	55	8	8260							\$440.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify) SVOCs	165	8	8270							\$1,320.00
										\$0.00
VOCs	55	11	8270							\$605.00
Nitrate*										\$0.00
Dissolved Oxygen*										\$0.00
Temperature*										\$0.00
Ferrous Iron*										\$0.00
Sulfate*										\$0.00
Sulfide*										\$0.00
ORP*										\$0.00
pH*										\$0.00
TOC*										\$0.00
Alkalinity*										\$0.00
Chloride*										\$0.00
Spec. Conductance*										\$0.00
Ethene/Ethane/Methane*										\$0.00
Hydrogen*										\$0.00
Carbon Dioxide*										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify) SVOCs										\$0.00
										\$0.00
VOCs										\$0.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$2,365.00

\* Natural Attenuation parameters required for consideration of NA as remedy.





Consultant Name:  
 Site Name:  
 BRRTS #:  
 Date:

## DERF Site Investigation Bid Summary Sheet

### Miscellaneous Costs

Form 4400-233 (R 4/04) Page 6 of 6

Description	Unit	Quantity	Rate	Total	Total Cost
	Non-Hazardous				
	Hazardous				
PID Meter	Per Day	100		1	100
Tyvek	Per Day	15		2	30
Gloves	Per Day	5		2	10

**Reminders:** DERF does not reimburse for attorney, closure or GIS fees. Mileage and meals are also non-reimbursable. Also, costs to prepare a reimbursement application and discuss the application with the department are not reimbursable. No expedited shipping w/o prior PM approval.



Hunn Family Trust

## **Attachment 3 Work Authorization**

June 28, 2012

P:\QUEEN'S WAY CLEANERS\PROPOSAL\P194211.9990-001.DOCX



# WORK AUTHORIZATION

TRC Environmental Corporation (TRC)  
150 N. Patrick Blvd, Suite 180  
Brookfield, WI 53045-5854  
Tel. (262) 879-1212 • Fax (262) 879-1220

<b>Date:</b> June 28, 2012	<b>Client Number:</b> 105541
<b>To:</b> Lou Dodulik, Attorney Hunn Family Trust (Client) PO Box 5246 946 Elm Grove Road Elm Grove, WI 53122	
<b>Project Name:</b> Subsurface Investigation at the 117 Capitol Drive Property	
<b>Facility Location:</b> Milwaukee, Wisconsin	
<b>TRC Proposal Number:</b> 194211.9990	<b>TRC Project Number:</b> 194211.0000

**The Agreement consists of the following documents:**

- (a) This Work Authorization Form
- (b) Proposal for Subsurface Investigation at the 117 Capitol Drive Property, Milwaukee, Wisconsin, letter dated June 28, 2012 ("Proposal") (attached)
- (c) Terms and Conditions:
  - TRC Terms and Conditions (attached)
- (d) Change orders that may be authorized at various times throughout the Project

**Schedule:**

Approximate Start Date: July 12, 2012 (estimated)  
Approximate Completion Date: August 31, 2012

**Basis for Payment:**

Flat Rate Time-and-Expenses

**Summary of Scope of Services**

DESCRIPTION	ESTIMATED COST
Subsurface Investigation at the 117 Capitol Drive Property	\$14,644
<b>Total</b>	<b>\$14,644</b>



**WORK AUTHORIZATION**  
**Proposal No. 194211.9990**

**Client's Accounts Payable Contact Information**

Please complete the following information before returning this signed Work Authorization to TRC.

Point of Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Direct Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Check to receive invoices electronically.

**Project Managers:**

TRC

Ken W. Yass, P.E., CHMM

Hunn Family Trust

Lou Dodulik, Attorney

**This Proposal is valid until July 13, 2012.**

**Acceptance:**

Authorization for TRC to commence work included in the Proposal constitutes acceptance of this Agreement. Acceptance can be made by signing in the place provided below or by receipt of written authorization from Client to TRC to commence work. Acceptance is limited to the terms stated herein, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

**APPROVED AND ACCEPTED AS OF THE DATE SHOWN BELOW:**

**TRC Environmental Corporation**

**[Enter Client/Company name]**

By: Ken Yass  
Signature

By: \_\_\_\_\_  
Signature

Ken W. Yass, P.E., CHMM  
Printed Name

\_\_\_\_\_  
Printed Name

Project Manager / Senior Environmental Engineer  
Title

\_\_\_\_\_  
Title

June 28, 2012  
Date

\_\_\_\_\_  
Date



Hunn Family Trust

## **Attachment 4 Terms and Conditions**

June 28, 2012

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**TRC ENVIRONMENTAL CORPORATION  
TERMS AND CONDITIONS**

**1.0 SERVICES**

TRC ENVIRONMENTAL CORPORATION ("Consultant") will provide consulting and other professional services on behalf of Client as provided in the Scope of Work. Client is defined in the attached Proposal or Scope of Work. Unless otherwise stated, Consultant's Proposal to perform the Scope of Work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client's acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

**2.0 COMPENSATION**

2.1 Consultant will invoice for its services on a time and materials basis using the Schedule of Rates and Terms attached as Exhibit 1 or embodied in the referenced Proposal. Prices or rates quoted do not include state or local taxes where applicable. Our services may include reimbursable expenses, which are charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying and other fees and costs reasonably incurred in connection with the services.

2.2 Unless otherwise stated in the Proposal, Consultant will submit invoices for services related to the Scope of Work on at least a monthly basis, and Client will make payment within thirty (30) days of receipt of Consultant's invoices. If Client objects to any portion of an invoice, the Client will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

2.3 If Client fails to make any payment due to Consultant within thirty (30) days after receipt of an invoice, then the amount due Consultant will increase at the rate of 1.5 percent per month after the 30th day. If a retainer has been required and the Client has not paid the invoice within thirty (30) days, TRC shall be entitled to draw upon the retainer to satisfy the past due invoice. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend its services and any deliverables until Consultant has been paid in full for all amounts outstanding more than thirty (30) days. In the event that Consultant must resort to legal action to enforce collection of payments due, Client agrees to pay attorney fees and any other costs resulting from such action.

### **3.0 CLIENT'S RESPONSIBILITIES**

3.1 Client will designate in writing the person or persons with authority to act in Client's behalf on all matters concerning the work to be performed by Consultant for Client.

3.2 Client will furnish to Consultant all existing studies, reports, data and other information available to Client which may be necessary for performance of the work, authorize Consultant to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. Consultant will be entitled to use and rely upon all such information and services.

3.3 Unless otherwise stated in the Proposal, Client shall be responsible to provide Consultant access to the work site or property to perform the work.

### **4.0 PERFORMANCE OF SERVICE**

4.1 Consultant's services will be performed in conformance with the Scope of Work set forth in the Proposal.

4.2 Additional services will be performed and completed in conformance with any supplemental proposals or Scopes of Work approved in writing by the Client.

4.3 Consultant's services for the Scope of Work will be considered complete at the earlier of (i) the date when Consultant's report is accepted by the Client or (ii) thirty (30) days after the date when Consultant's report is submitted for final acceptance, if Consultant is not notified in writing within such 30-day period of a material defect in such report.

4.4 If any time period within or date by which any of Consultant's services are to be performed is exceeded for reasons outside of Consultant's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### **5.0 CONFIDENTIALITY**

Consultant will hold confidential all information obtained from Client, not otherwise previously known to us, unless such information comes into the public domain through no fault of ours, is furnished to us by a third party who is under no obligation to keep such information confidential, or is independently developed by us.

### **6.0 WARRANTY**

6.1 In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is one (1) year from the date of completion of the service. Reasonable people may disagree on matters involving professional



judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CLIENT from paying for services rendered or result in liability to Consultant.

6.2 If any failure to meet the foregoing warranty appears during one year from the date of completion of the service and Consultant is promptly notified thereof in writing, Consultant will at its option and expense re-perform the nonconforming work or refund the amount of compensation paid to Consultant for such nonconforming work. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CLIENT.

## **7.0 INSURANCE**

Consultant will procure and maintain insurance as required by law. At a minimum, Consultant will have the following coverage:

- (a) Worker's compensation and occupational disease insurance in statutory amounts.
- (b) Employer's liability insurance in the amount of \$1,000,000.
- (c) Automotive liability in the amount of \$1,000,000.
- (d) Comprehensive General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (e) Professional errors and omissions insurance in the amount of \$1,000,000.

## **8.0 INDEMNITY**

8.1 Each Party will indemnify the other Party, its employees, representatives, contractors, consultants and agents from and against any claims, costs, liabilities or expenses, including reasonable attorney's fees, to the extent caused by the negligent, reckless or willful acts of the indemnifying Party in connection with the services hereunder.

8.2 Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Scope of Work, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

8.3 To the extent the Scope of Work or any Request for Services under this Agreement requires Consultant to communicate (e.g., perform interviews) with any third party including, but not limited to, owners of off-site locations, former employees, current employees or governmental authorities, Consultant shall so inform Client. Client will indemnify Consultant from and claims, costs, liabilities or expenses, including reasonable attorney's fees to the extent arising from claims of breach of confidentiality, waiver of privilege or otherwise associated with any such communications.

## **9.0 ALLOCATION OF RESPONSIBILITY**

9.1 Consultant shall be liable to Client only for direct damages to the extent caused by Consultant's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. To the fullest extent permitted by law, the total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to Client and anyone claiming by, through or under Client on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Consultant under this agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate on the expiration date of the warranty period specified in Section 6.

9.2 If Consultant furnishes Client with advice or assistance concerning any products, systems or services which is not required under the Scope of Work or any other contract among the parties, the furnishing of such advice or assistance will not subject Consultant to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

## **10.0 DISPOSAL OF CONTAMINATED MATERIAL**

10.1 Client understands and agrees that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger or storer of pre-existing substances or wastes found or identified at work sites, including drilling and cutting fluids and other samples. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, arranger, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.

10.2 Ownership of all samples obtained by Consultant from the project site is maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the project. Upon completion of the project, Consultant will return any unused samples or portions thereof to Client or, at Consultant's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for all costs related thereto.

Consultant will normally store samples for thirty (30) days.

## **11.0 OWNERSHIP OF DOCUMENTS**

11.1 All notes, memoranda, drawings, designs, specifications and reports prepared by Consultant shall become Client's upon completion of the payment to Consultant as provided herein.

11.2 All documents including drawings and specifications prepared by Consultant pursuant to the Scope of Work are instruments of service with respect to this project. Such documents are not intended or represented to be suitable for reuse by Client or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both Client and Consultant.

11.2 Any reuse without written approval or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant. Any such reuse requested by Client will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant. A request by Client to provide a letter of reliance to a third party will entitle Consultant to assess a small charge in connection with documenting its consent.

11.3 Consultant will retain the technical project file for a period of six (6) years from project completion (if Client is a governmental entity, files shall be maintained for a 10-year period following project completion). Client shall notify Consultant at the completion of work if Client requires the file in this matter to be transferred to Client or another entity, or retained by Consultant for a longer period of time. In the absence of any written instructions to the contrary from Client, Consultant will have the right to discard any and all files, records or documents of any type related to the Scope of Work after the 6-year period. During this 6-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with Consultant's Schedule of Fees.

## **12.0 INDEPENDENT CONTRACTOR**

Consultant is an independent contractor and shall not be regarded as an employee or agent of the Client.

## **13.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Consultant shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## **14.0 SAFETY**

14.1 Client shall be obligated to inform Consultant and its employees of any applicable site safety

procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

14.2 Unless specifically provided in the Scope of Work, Consultant shall not have any responsibility for overall job safety at the site. If in Consultant's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, Consultant may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, Consultant may in its discretion terminate its performance in accordance with Section 17.0, in which event Client shall pay for services and termination expenses as provided herein.

## **15.0 LITIGATION**

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the Scope of Work. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time, expense and retention of counsel in connection with such testimony or document and other evidentiary production.

## **16.0 NOTICE**

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the address of the respective party or to such other address as such party may designate.

## **17.0 TERMINATION**

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of seven (7) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by Client (or by Consultant as provided herein) prior to the completion of services contemplated hereunder, Consultant shall be paid for (i) the services rendered to the date of termination or suspension; (ii) demobilization costs; (iii) costs incurred with respect to noncancellable commitments; and (iv) reasonable services provided to effectuate a professional and timely project termination or suspension.

## **18.0 SEVERABILITY**

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

#### **19.0 WAIVER**

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

#### **20.0 GOVERNING LAW**

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of Connecticut.

#### **21.0 CAPTIONS**

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

#### **22.0 ENTIRE AGREEMENT**

These Terms and Conditions, and the Scope of Work, represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.