

September 9, 2009

Mr. Jeff Ackerman, P.G. Remediation and Redevelopment State of Wisconsin Department of Natural Resources South Central Regional Headquarters 3911 Fish Hatchery Road Fitchburg, WI 53711-5397

Re: Proposed Vapor Mitigation Work Plan and Cost Estimate

DERF Interim Remedial Action Former Robinson's Cleaners 1819 Milwaukee Street, Janesville, WI WI BRRTS#02-54-248342

Dear Mr. Ackerman:

In accordance with your request, Environmental Forensic Investigations, Inc. (EnviroForensics) is pleased to provide the Wisconsin Department of Natural Resources (WDNR) with this proposed work plan and cost estimate to address indoor air concerns at the Former Robinson's Cleaners facility located at 1819 Milwaukee Street in Janesville, Wisconsin (Site). Previous indoor air samples collected within a leased tenant space at the Site (1817 Milwaukee Street; Checks for Cash) contained concentrations of perchloroethylene (PCE) and trichloroethylene (TCE) at levels in excess of the applicable standards.

The work plan and proposal presented below is consistent with NR 708.11 of the Wisconsin Administrative Code (WAC) and has been designed to immediately reduce and maintain PCE and TCE concentration within the tenant space to acceptable levels.

I. SCOPE OF WORK

It is presently unclear if the source of elevated PCE and TCE levels in the tenant space is the intrusion of sub-slab vapors into the occupied area or the mixing of air between the two spaces. There may be components of each. The ambiguity of the data warrants additional activities prior to the recommendation of expensive sub-slab depressurization efforts.

Task 1: Heating Ventilation and Air Conditioning Modifications

Several actions have been conducted recently at the Site to minimize the mixing of indoor air between the operating dry cleaners and the tenant space.

Modifications to the Heating Ventilation and Air Condition (HVAC) layout have been conducted that included the installation of a new fresh-air intake duct and an exterior ventilation exhaust at the Checks for Cash space. The blowers on the intake and the exhaust have been balanced such that a net positive pressure is promoted. By maintaining a positive ambient pressure, the threat of vapor intrusion from the sub-slab space will be minimized. A description of the modifications is being submitted under separate cover from the mechanical engineer that designed the modifications.

Any air intake ductwork originating in the Vogue Cleaners space will be eliminated and any ductwork that passes through the Vogue Cleaners space will be inspected for leaks, which will be sealed if identified. All ventilation work will be conducted by a qualified HVAC professional in accordance with industry standards and practices.

Additionally, an interior door being used periodically as access from the Checks for Cash space to shared restroom facilities will be used as an emergency exit only.

Task 2: Confirmation Sampling

Following the completion of the HVAC modifications discussed above, an indoor air sample will be collected from the breathable zone in the Checks for Cash space and analyzed for the volatile constituents of concern. If the results indicate that any constituent is present at a concentration above the indoor air standards, a work plan will be submitted for further action. If the results show that the proposed activities have successfully mitigated the indoor air concern at the Checks for Cash store, a monitoring protocol will be initiated.

Air sampling will be performed per applicable methodology in the following guidance documents:

- Vapor Intrusion Pathway: A Practical Guideline; Interstate Technology & Regulatory Council (ITRC), January 2007
- Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils (EPA 530-D-02-004); U.S. EPA Office of Solid Waste and Emergency Response (OSWER), November 2002)
- Chemical Vapor Intrusion and Residential Indoor Air; Guidance for Environmental Consultants and Contractors; State of Wisconsin Department of Health and Family Services, February 2003.

Confirmation Sampling

One (1) sample from the breathable space will be collected from within the Checks for Cash space using 6-Liter Suma canisters, over an 8-hour time frame during normal working hours. One (1) sample will also be collected from an outdoor ambient air location deemed upwind from the facility. Data will be assessed from the nearest fixed weather station throughout the 8-hour sampling period to gather data including: temperature, wind speed, wind direction, humidity, barometric pressure, and rainfall. Weather data and its possible affects on the sampling results will be assessed and discussed in the report.

A total of two (2) Suma canisters will be submitted to Pace Analytical (Pace) for laboratory analysis at of volatile organic compounds (VOCs) via U.S. EPA Method TO-15. Pace is an environmental laboratory certified and registered per NR 149. All samples will be shipped overnight under appropriate chain-of-custody procedures.

Reporting

Following the receipt of the laboratory report from the confirmation sampling, a brief letter report will be submitted to the WDNR that describes all work performed (including HVAC modifications) and presents the results. If the results indicate that the HVAC modifications have successfully mitigated indoor air concerns in the Checks for Cash store, monitoring will be recommended as described above. If the confirmation sampling results indicate that an indoor air concern remains in the Checks for Cash store, the report will contain a recommended course of action.

Task 2: Indoor Air Monitoring

If the results of the confirmation sampling indicate that the indoor air conditions inside the Checks for Cash store have improved to acceptable conditions, additional sampling will be conducted to monitor conditions during the seasonal transition from summer to winter.

Following confirmation sampling in September 2009, monitoring events will be conducted during October and November 2009. During each monitoring event, one (1) indoor air sample and one (1) ambient outdoor air sample will be collected as described above. A total of two (2) Suma canisters will be submitted to Pace for analysis of VOCs utilizing U.S. EPA Method TO-15. All samples will be shipped overnight under appropriate chain-of -custody procedures.

Monitoring Reporting

The results of subsequent monitoring events will be submitted in brief data transmittal letters to the WDNR.

II. COST ESTIMATE

At the time of preparation of this work plan, the work items described in Task 1 have already been completed, but the costs have not yet been invoiced and totaled. As such, the costs for Task 1 will be presented to the WDNR for consideration in the near future and the applicability of reimbursement by the DERF will be discussed.

The cost estimate to complete Tasks 2 and 3 is \$8,590. An itemized estimate is presented in the attached Table 1.

III. SCHEDULE

The objective of this work plan is to complete Task 1 by September 30, 2009. It is anticipated that the proposed work can be initiated within 1-week of authorization from the WDNR. Standard laboratory turn times will be utilized, which will provide analytical results within 2-weeks of sample collection. The findings will be verbally communicated to the WDNR immediately upon receipt of the analytical report and the letter report will be submitted within 1-week.

IV. CERTIFICATIONS

EnviroForensics certifies that the work conducted during implementation of this work plan will comply with applicable requirements under WAC Chapters NR 169 and NR 700 to 728. Upon request, EnviroForensics will make available to the WDNR documents and records pertaining to the proposed services.

A copy of EnviroForensics' certificate of insurance is attached, which demonstrates compliance with NR 169.30(9)(b).

V. AUTHORIZATION

If you are in agreement with the proposed scope of work and cost estimate presented above, please sign below as authorization to proceed under the Wisconsin Dry Cleaner Environmental Response Program (NR 169).

Mr. Ray Gehrig, c/o Robin, Inc. dba Robinson's Cleaners In acknowledgement of the attached Terms and Conditions Date

Mr. Jeff Ackerman, PG, WDNR

Date

This approval does not guarantee the reimbursement of costs. Final determination regarding the eligibility of costs will be determined at the time of claim review.

Jeff list

September 9, 2009

Mr. Jeff Carnahan, LPG, EnviroForensics

Date

Attachments

Copy:

Mr. Ray Gehrig, 5110 North Conner Rd, Janesville, WI 53548

Ms. Marcia O'Loughlin, Robin Inc., P.O. Box 348, Janesville, WI 53547



Table 1.

Itemized Cost Estimate

Table 1.

Proposed Vapor Mitigation Work Plan and Cost Estimate
WI BRRTS#02-54-248342

<u>Labor Service</u>	<u>Classification</u>	<u>Quantity</u>	<u>Unit</u>	Unit Rate	<u>Subtotal</u>
Project Setup, Plan Design, Oversight	Senior Project Manager	6	hr	\$150	\$900
Mobilization/De-mobilization from/to Inverness, IL	Associate Scientist	3	hr	\$90	\$270
Sample set-up, monitoring, collection & handling	Associate Scientist	10	hr -	\$90	\$900
Data Evaluation	Senior Project Manager	. 2	hr	\$150	\$300
Letter Report Preparation	Associate Scientist	4	hr	\$90	\$360
Direct Costs					
aboratory Analysis	TO-15	2	ea	\$225	\$450
Shipping	Overnight UPS	1	ea	\$50	\$50
Mileage	Company vehicle	165	mi	\$0.51	\$83
				Subtotal	\$3,313

<u>Labor Service</u>	<u>Classification</u>	Quantity	<u>Unit</u>	<u>Unit Rate</u>	<u>Subtotal</u>
Project Oversight	Senior Project Manager	2	hr	\$150	\$300
Mobilization/De-mobilization from/to Inverness, IL	Associate Scientist	3	hr	\$90	\$270
Sample set-up, monitoring, collection & handling	Associate Scientist	10	hr	\$90	\$900
Data Evaluation	Senior Project Manager	2	hr	\$150	\$300
Letter Report Preparation	Associate Scientist	4	hr	\$90	\$360
Direct Costs					
Laboratory Analysis	TO-15	2	ea	\$225	\$450
Shipping	Overnight UPS	1	ea	\$50	\$50
Mileage	Company vehicle	165	mi	\$0.51	\$83
		•		Event Subtotal	\$2,713
				x 2 events	\$5,427

Project Total

\$8,740



Terms and Conditions

ENVIROFORENSICS' GENERAL TERMS and CONDITIONS

TERMS- Invoices for services will be submitted by Environmental Forensics Investigations, Inc. (EnviroForensics) on a monthly basis or when the work is completed. Invoices will be due within 30 days of receipt.

SAMPLES - All soil samples will be disposed of 30 days after issuance of our report unless CLIENT advises EnviroForensics otherwise. Upon request, EnviroForensics will deliver samples to CLIENT at CLIENT's expense, or EnviroForensics will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

RIGHT OF ENTRY - CLIENT shall provide for EnviroForensics' right to enter from time to time property owned by CLIENT and/or other(s) in order for EnviroForensics to fulfill the scope of service indicated hereunder. EnviroForensics will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If EnviroForensics is asked to restore the property, EnviroForensics will charge an additional amount to so restore the property.

BURIED UTILITIES - CLIENT will furnish to EnviroForensics information identifying the type and location of utility lines and other man-made objects beneath the site's surface to the extent CLIENT has such information. EnviroForensics will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against EnviroForensics and to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss allegedly arising from EnviroForensics' damaging underground utilities or other man-made objects that were required to be called to EnviroForensics' attention or which were not properly located on plans furnished to EnviroForensics. EnviroForensics shall contact IUPPS or other appropriate utility locating firms or entities to determine the location of underground utilities prior to commencement of work.

LIMITATIONS OF LIABILITY - CLIENT hereby agrees, that to the fullest extent permitted by law, EnviroForensics' total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorneys fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by the CLIENT for the services of EnviroForensics under this contract or \$500,000, whichever is greater. CLIENT is protected for errors and omissions by an insurance policy with limits of \$1,000,000 per occurrence, \$1,000,000 aggregate.

NO SPECIAL OR CONSEQUENTIAL DAMAGES - CLIENT and EnviroForensics agree that, to the fullest extent permitted by law, EnviroForensics shall not be liable to the CLIENT for any special indirect or consequential damages whatsoever, whether caused by EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

INDEMNIFICATION - To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold EnviroForensics, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages and other liabilities arising out of or in any way related to EnviroForensics' reports or recommendations concerning this AGREEMENT, EnviroForensics' presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property, provided the CLIENT shall not indemnify EnviroForensics against liability for damages to the extent directly caused by the sole negligence or intentional misconduct of EnviroForensics, its agents, subcontractors or employees.

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GENERAL LIABILITY INSURANCE AND LIMITATION - EnviroForensics is protected by Workmen's Compensation and Employer's Liability Insurance, and by Public Liability Insurance for bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. EnviroForensics assumes the risk of damage to its own supplies and equipment proximately resulting from EnviroForensics' sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon EnviroForensics or requires further insurance coverage, EnviroForensics, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but EnviroForensics shall not be responsible for property damage from any cause, including fire, and explosion, beyond the amounts and coverage of EnviroForensics' insurance.

STANDARD OF CARE - Services performed by EnviroForensics under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - If pollutants are discovered that pose unanticipated risks while EnviroForensics is performing these services, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiation or termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that EnviroForensics shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of terminations of this AGREEMENT, including, if necessary any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for EnviroForensics to take immediate measures to protect human health and safety. EnviroForensics agrees to notify CLIENT as soon as possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorizes EnviroForensics to take measures that in EnviroForensics' sole judgment are justified to preserve and protect the health and safety of EnviroForensics' personnel and the public. CLIENT agrees to compensate EnviroForensics for the additional cost of working to protect employee's and the public health and safety.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other aqueous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which EnviroForensics may perform on CLIENT's behalf, CLIENT waives any claim against EnviroForensics, and agrees to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling. CLIENT further agrees to compensate EnviroForensics for any time spent or expenses incurred by EnviroForensics in defense of any such claim, in accordance with EnviroForensics' prevailing fee schedule and expense reimbursement policy.

DISPUTES - If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees and other claim-related expenses.

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Certificate of Insurance

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Change Order Work Plan
One Hour Martinizing (Dorprop LLC)
3596 North Oakland Avenue
Shorewood, Wisconsin
WDNR BRRTS ERP ID# 02-41-543031 & 03-41-551373
Braun Intertec Project # LC-05-00785
June 15, 2009

1.0 SITE INFORMATION

1.1 Site Name, Address, and Location

The former One Hour Martinizing (Dorprop LLC) site is located at 3596 North Oakland Avenue in Shorewood, Wisconsin. The site is currently owned by Dorprop, LLC, and is located in the southwest quarter of the northwest quarter of Section 10, Township 7 North, Range 22 East, Shorewood, Wisconsin (Figure 1). The area surrounding the site is characterized by residential and commercial development. Topography in the area slopes towards the southwest. The Milwaukee River is located approximately 1,000 feet west of the site.

1.2 Responsible Party

Dorprop, LLC is the responsible party for this site investigation. Mr. Richard Miletto of Dorprop, LLC, is the responsible party contact. All correspondence should be directed to Mr. Richard Miletto at 3516 Crown Boulevard, La Crosse, Wisconsin, 54601; his telephone number is 608.784.2810. Copies of correspondence should be directed to Mark Gretebeck of Braun Intertec Corporation, 2309 Palace Street, La Crosse, Wisconsin, 54603; his telephone number is 608.781.7277.

2.0 SCOPE OF SERVICES

2.1 Project Approach/Scope of Services

The following project approach and scope of services proposed are in accordance with the June 8, 2009 Wisconsin Department of Natural Resources (WDNR) phone conversation requesting additional site investigation activities. Per the WDNR's request, Braun Intertec will collect two 8-hour composite indoor air samples to further evaluate vapor intrusion risks at the site. One sample will be collected from within the dry cleaner area and one will be collected within the restaurant area. Air samples will be analyzed for volatile organic compounds (VOCs) by EPA method TO-15. The additional scope of services is summarized to include the following tasks:

Dorprop, LLC – One Hour Martinizing Project No. LC-05-00785 June 15, 2009 Page 2

- Obtain access agreements to complete work on leased portions of the site.
- Collect two 8-hour composite indoor air samples (one from within the dry cleaner area and one
 from within the restaurant area) in accordance with the June 8, 2009 WDNR phone
 conversation. Air samples will be analyzed for VOCs by EPA method TO-15.
- Transmit the air sampling results to the DNR when they are received, prior to proceeding with additional sampling or report preparation.
- Provide project management, supervision and coordination of all proposed activities.

3.0 SCHEDULE

The indoor sampling will be completed in conjunction with the groundwater monitoring event scheduled for August 2009. Air sampling results will be transmitted to the DNR for review once the laboratory analytical results have been received.

4.0 GENERAL ITEMS

Dorprop, LLC intends to utilize the Dry Cleaner Environmental Response Fund (DERF) to its fullest extent during the investigation and remediation of this site. No work shall commence prior to receiving written WDNR approval of the Work Plan. This approach of obtaining Work Plan approval prior to beginning any project work is being taken to assure that the scope of work for the investigation is approvable by the WDNR and therefore eligible for DERF reimbursement.

State of Wisconsin Department of Natural Resources PO Box 7921, Madison WI 53707-7921 dnr.wi.gov

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.

Site Information		and the second of the second of the second					
Site name: Dorprop, LLC	Facility Nam	e: One Hour Martinizing	BRRTS # 02-41-543031 and 03-41-551373				
Consultant Selected		414-114					
Consultant Name: Braun I	ntertec Corporation	Consultant Address: 2309	Palace St., I	a Crosse, WI 54603			
Summary of Costs:							
Consultant Name: Brau	n Intertec Corporation	Consultant	Name:				
Consulting costs:	\$910.00	Consulting of	osts:				
Drilling costs:	\$0.00	Drilling costs	S:				
Analytical costs:	\$544.00	Analytical co	osts:				
Miscellaneous costs:	\$50.00	Miscellaneo	us costs:				
Total Costs:	\$1,504.00	Total Costs:					
Consultant Name:		Optional 4th	h bid inforn	nation:			
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Justification for Selection	1:	Total Costs:					
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	n and Certification contained above is true and corre						
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Street Address		City	State	Zip Code			
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Department Use Only							
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