



August 17, 2010

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 Indoor Air Sampling
Work Plan and Cost Estimate
Former Robinson's Cleaners
1819 Milwaukee Street, Janesville, WI
WI BRRTS#02-54-248342**

Dear Mr. Ackerman:

On behalf of Mr. Ray Gehrig and Ms. Marcia O'Loughlin of the former Robinson's Cleaners, 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 sample indoor air 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. Pursuant to your letter dated October 22, 2009, a sub-slab depressurization system (SSDS) was installed to immediately reduce and maintain PCE and TCE concentration within the tenant space to acceptable levels.

I. SCOPE OF WORK

EnviroForensics proposes to conduct indoor air sampling to assess the effectiveness of the SSDS installed in December 2009.

Task 1: Background Conditions Screening

Upon arrival at the Site, an inspection of the occupied space will be conducted to identify and inventory materials that could be contributing to indoor air conditions, unrelated to VI issues. Many common items such as commercially available cleaners and degreasers, small quantities of small engine fuel, furniture polish, cigarette smoke, etc. can affect the quality of indoor air in buildings. Suspect items identified during the inspection will be listed on a pre-sampling inspection form for later reference.

Environmental Forensic Investigations, Inc.
1060 North Capitol Avenue, Suite E230, Indianapolis, IN 46204
Phone: 317-972-7870 • Fax 317-972-7875

A representative for the building's occupants will be interviewed regarding the types of activities conducted on a routine basis, and the number and age of people that regularly occupy the building. This information will also be recorded.

The building's layout will be examined and a simple sketch will be prepared in the field to assist in the selection of indoor air sampling locations. The configuration of the structure's heating ventilation and air conditioning (HVAC) system will also be conducted to gather information pertaining to air circulation and exchange conditions in the occupied space.

A visual inspection will be conducted for cracks or other penetrations of the concrete floor that could be direct conduits for impacted vapors to migrate into the occupied space. This inspection will specifically include former soil borings or monitoring wells that have been advanced through the building's floor during previous investigations. The results of all pre-sampling inspection activities will be recorded on an Indoor Air Sampling Form.

Task 2. Indoor Air Monitoring

The SSDS has been operating since December 29, 2009. An indoor air monitoring event will be conducted to evaluate the effectiveness of the SSDS in reducing concentrations of PCE and TCE in the occupied spaces. During the monitoring event, one (1) indoor air sample will be collected from the tenant space and one (1) ambient outdoor air sample will be collected.

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.
- *Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin (DRAFT)*, June 2010.

Samples will be collected using 6-Liter Summa canisters, over an 8-hour time frame during normal working hours. The outdoor sample will 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) Summa canisters will be submitted to Pace Analytical of Minneapolis, MN for analysis of Volatile Organic Compounds (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 the monitoring event will be submitted in a brief data transmittal letter to the WDNR.

II. COST ESTIMATE

The cost estimate to complete Task 1 is \$5,045. An itemized estimate is presented in the attached Table 1.

III. SCHEDULE

The objective of this work plan is to complete the sampling by August 31, 2010. It is anticipated that the proposed work can be initiated within 2-weeks of authorization from the WDNR and will take approximately one (1) day to complete.

Standard laboratory turn times will be utilized during monitoring sampling, 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
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.

Date



August 16, 2010

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 Indoor Air Sampling Work Plan and Cost Estimate
WI BRRTS#02-54-248342

Task 1. Background Conditions Screening					
<u>Labor Service</u>	<u>Classification</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Subtotal</u>
Project Oversight	Senior Project Manager	2	hr	\$150	\$300
Project Preparation	Project Manager	2	hr	\$110	\$220
Laboratory Coordination	Associate Scientist	3	hr	\$90	\$270
				Subtotal	\$790
Task 2. Indoor Air Monitoring and Reporting					
<u>Labor Service</u>	<u>Classification</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Subtotal</u>
Project Oversight	Senior Project Manager	4	hr	\$150	\$600
Project Preparation	Project Manager	4	hr	\$110	\$440
Sample set-up, monitoring, collection & handling	Associate Scientist	12	hr	\$90	\$1,080
Data Evaluation	Project Manager	2	hr	\$110	\$220
Letter Report Preparation	Project Manager	8	hr	\$110	\$880
CAD Drafting	CAD Draftsman	1	hr	\$85	\$85
<u>Direct Costs</u>					
Laboratory Analysis	TO-15	2	ea	\$400	\$800
Shipping	Overnight UPS	2	ea	\$50	\$100
Expendables	Tubing, fittings, etc.	1	LS	\$50.00	\$50
				Subtotal	\$4,255
Project Total					\$5,045



Terms and Conditions

Environmental Forensic Investigations, Inc.
1060 North Capitol Avenue, Suite E230, Indianapolis, IN 46204
Phone: 317-972-7870 • Fax 317-972-7875

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.

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.



Certificate of Insurance

Environmental Forensic Investigations, Inc.
1060 North Capitol Avenue, Suite E230, Indianapolis, IN 46204
Phone: 317-972-7870 • Fax 317-972-7875

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2009

PRODUCER 317-913-3369
Mavum Risk Management
7160 Graham Rd
Indianapolis, IN 46250

INSURED
Environmental Forensic Investigations, Inc.
1060 N. Capitol Ave. Suite E230
Indianapolis, IN 46204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Indiana Insurance	
INSURER B: Rockhill Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	R PKG E 000190-01	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA 8700790	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	R UM E 000437-01	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Darcy Brooks