

September 13, 2011

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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 Work Plan and Cost Estimate DERF Site Investigation and Closure Request Former Robinson's Cleaners 1819 Milwaukee Street, Janesville, WI WI BRRTS#02-54-248342

Dear Mr. Ackerman:

In accordance with your email request of March 31, 2011, 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 tasks necessary to bring the site to closure per NR 726 of the Wisconsin Administrative Code.

I. SCOPE OF WORK

Based on previous work completed at the site, it appears that the sub-slab depressurization system has been effective in reducing the elevated PCE and TCE levels in the adjoining Checks for Cash tenant space. Based on your recommendations, if results from an additional groundwater monitoring event at the Site and an additional round of air sampling within the Checks for Cash tenant space confirm that conditions in the groundwater and indoor air remain consistent with previous results, the case at the Site will be presented to the Closure Committee for case closure.

Task 1: Site Investigation Scoping and Work Plan Development

Per NR 716.07 and 716.09, site investigation scoping and work plan development is necessary prior to the onset of field activities, as outlined herein. EnviroForensics will develop a scope of work that will serve as the procedures document for which investigation activities will follow. This scope of work is based on the findings of

Environmental Forensic Investigations, Inc. 1060 North Capitol Avenue, Suite E230, Indianapolis, IN 46204 Phone: 317-972-7870 • Fax 317-972-7875 previous investigation activities and at the request of WDNR and is focused on evaluating the environmental media affected by the contamination from the previous release at the former dry cleaning facility and evaluating the continued effectiveness of previously implemented remedial actions.

Task 2: 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.

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 to confirm that no changes have occurred since the last sampling event.

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 3: Indoor Air Monitoring

The SSDS has been operating since December 29, 2009. An indoor air monitoring event was completed in August 2010 to evaluate the effectiveness of the SSDS in reducing concentrations of PCE and TCE in the occupied spaces. An additional monitoring event will be performed to confirm that the system remains effective. 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.

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

- Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin; State of Wisconsin Department of Natural Resources, PUB-RR-800, December 2010
- 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.

One (1) sample from the breathable space will be collected from within the Checks for Cash space using a 6-Liter canister, 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) canisters will be submitted to Pace Analytical (Pace) for laboratory analysis 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.

Task 4: Groundwater Monitoring

EnviroForensics personnel will conduct groundwater sampling on the four (4) existing monitoring wells previously installed by others in accordance with NR 716.13 and NR 140.16 of the Wisconsin Administrative code. Sampling will be performed in accordance with procedures outlined in the *Groundwater Sampling Field Manual*, WDNR, PUBL-DG-038-96, September 1996.

It is our understanding that MW-1, located near the northeast corner of the property, has been paved over and is not currently visible, nor is it accessible for sampling. Efforts will be made to locate the monitoring well with a metal detector. If located, reasonable efforts will be made to remove the overlying asphalt in order to sample the well, assuming no damage is incurred during the removal of the asphalt cover.

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Well lids will be removed at least 15 minutes prior to collecting water level measurements to allow groundwater in the monitoring well to equilibrate with atmospheric pressure. The depth to water in each well will be measured using an electronic sounding device and recorded on sampling forms prior to sample collection activities. Groundwater purging and sample collection will be conducted using low-flow methods. Field parameters including pH, specific conductivity, temperature, oxidation reduction potential, dissolved oxygen, and turbidity will be measured to determine when purging is complete. A groundwater sample will then be collected.

One (1) duplicate sample, one (1) field blank, and one (1) trip blank will be analyzed for QA/QC purposes. The groundwater and QA/QC samples will be analyzed for VOCs using EPA SW 846 Test Method 8260.

Purge water will be stored on-site in sealed and labeled DOT 17H-rated drums, or equivalent, for subsequent characterization and management.

Task 5: Investigation Derived Media

Investigation derived media will be generated during the groundwater monitoring that will be characterized and managed in accordance with RR 556 *General Interim Guidelines for the Management of Investigative Waste*. It is anticipated that one (1) drum of purge water will be generated. A sample will be collected from the purge water drum generated during the monitoring event for characterization purposes. The groundwater sample will be analyzed for total VOCs. A determination will be made if the wastes are hazardous or non-hazardous based on the results of the sample, and waste profiles will be prepared accordingly. A licensed subcontractor will properly manage all IDW. A representative of Robin, Inc. dba Robinson Cleaners will be required to sign all waste manifests and shipping documents.

Task 6: Closure Request and GIS Registry Package Preparation

In order to facilitate case closure and to determine the need for response actions at the Site, WDNR Form 4400-202 (R 8/09), *Case Closure Request*, and WDNR Form 4400-245 (R3/10), *GIS Registry Checklist*, will be completed and submitted along with all necessary supporting documentation. Supporting documentation will be inclusive of copies of deeds; site maps identifying impacts, remediated areas, isoconcentration maps, and groundwater flow maps; geologic cross sections; data tables; and certified land surveys. It is currently unknown if a certified land survey is available for the Site; therefore, the cost of the survey is contingent upon applicability of the need for a new survey.

Based on remedial activities and existing conditions at the Site, it is anticipated that a Maintenance Plan will also be necessary for case closure, as the building and asphalt

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cover have been used as soil performance standard remedies. As such, this task will include the preparation of a Maintenance Plan.

Task 7: Monitoring Well Abandonment

Upon confirmation from WDNR that no additional groundwater sampling will be required, the four (4) on-site monitoring wells will be abandoned in accordance with NR 141.25 of the Wisconsin Administrative Code. The manhole covers or protective casings and concrete pads will be removed from each well. The casings of each well will be removed or cut off at least 30 inches below ground surface prior to filling. As the depths of the monitoring wells are greater than 30 feet, the use of a tremie pipe to place the sealant grouting is required. Thus the tremie pipe sealing procedures shall be performed in accordance with NR141.10 (d). Upon completion of abandonment procedures, the affected surface area will be patched with like material.

Task 8: Reporting

Following the receipt of the laboratory report from the air confirmation sampling and the groundwater confirmation sampling, a brief letter report will be submitted to the WDNR that describes all work performed and presents the results. If the results indicate that the remedial actions taken to improve the indoor air in the Checks for Cash store remain effective, and the conditions of the groundwater remain consistent with previous monitoring events, case closure will be requested.

II. COST ESTIMATE

The cost estimate to complete Tasks 1 through 8 is **\$22,235**. An itemized estimate is presented in the attached Table 1.

III. SCHEDULE

It is anticipated that the proposed work can be initiated within one (1) week of authorization from the WDNR. Standard laboratory turn times will be utilized, which will provide analytical results within two (2) weeks of sample collection. The findings will be verbally communicated to the WDNR immediately upon receipt of the analytical report. A letter report summarizing the findings of the groundwater and air monitoring event will be submitted within two (2) weeks. It is anticipated that Task 6 will be completed within four (4) weeks of completion of the submittal of the summary report, as this documentation will be incorporated into the closure request process. Task 7 will be completed upon receipt of confirmation from WDNR that no additional groundwater monitoring will be required on the Site.

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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 169.23(9)(b).

We appreciate the opportunity to submit this scope of work and cost estimate and look forward to continuing to provide services on this Project. Please contact us if you have any questions.

Sincerely,

au G.Thomas

Darci J. Thomas, LPG Project Manager

Jeff Carnahan, LPG Senior Project Manager

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



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Table 1.

Itemized Cost Estimate

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

Table 1. Proposed Work Plan and Cost Estimate WI BRRTS#02-54-248342

Labor Service	Classification	Quantity	<u>Unit</u>	Unit Rate	Subtotal
Project Oversight	Senior Project Manager	2	hr	\$150	\$300
Project Preparation	Project Manager	16	hr	\$110	\$1,760
Task 2. Background Conditions Screening				Subtotal	\$2,060
Labor Service	Classification	Quantity	Unit	Unit Rate	Subtotal
Project Oversight	Senior Project Manager	2	hr	\$150	\$300
Project Preparation	Project Manager	2	hr	\$110	\$220
laboratory Coordination	Associate Scientist	3	hr	\$85	\$255
		5		Subtotal	\$775
Fask 3. Indoor Air Monitoring					
Labor Service	Classification	Quantity	<u>Unit</u>	Unit Rate	Subtotal
Project Oversight	Senior Project Manager	2	hr	\$150	\$300
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
CAD Drafting	CAD Draftsman	1	hr	\$85	\$85
Direct Costs					
Laboratory Analysis	TO-15	2	ea	\$400	\$800
Shipping	Overnight UPS	2	ea	\$50	(\$100)_
Expendables	Tubing, fittings, etc.	1	LS	\$50.00	\$50
	5, 5,			Subtotal	\$3,075
L abor Service Project Oversight Project Preparation	<u>Classification</u> Senior Project Manager Project Manager	<u>Quantity</u> 2 4	<u>Unit</u> hr hr	<u>Unit Rate</u> \$150 \$110	<u>Subtotal</u> \$300 \$440
Paved-over Well Location & Exposure	Associate Scientist	2	hr	\$90	\$180
Sample set-up, monitoring, collection & handling	Associate Scientist	12	hr	\$90	\$1,080
Data Evaluation	Project Manager	2	hr	\$110	\$220
CAD Drafting	CAD Draftsman	1	hr	\$85	\$85
Direct Costs					6
Laboratory Analysis	VOCs 8260	7	ea	\$90	\$630
Shipping	Overnight UPS	1	ea	\$50	\$50
Equipment	Low-flow equip., water level mtr.	1	LS	\$275.00	\$275
Expendables	Tubing, bailers, etc.	1	LS	\$765.00 Subtotal	\$765
Task 5. Investigation Derived Media				Subtotui	¥ 1/020
Labor Service	Classification	Quantity	<u>Unit</u>	Unit Rate	<u>Subtotal</u>
Project Preparation	Project Manager	2	hr	\$110	\$220
Sample collection & handling	Associate Scientist	4	hr	\$90	\$360
Data Evaluation and Laboratory Coordination	Project Manager	1	hr	\$110	\$110
Direct Costs					\frown
Laboratory Analysis	Total VOCs	1	ea	\$90	\$90
Disposal	Purge Water Drum (non-haz)	1	ea	\$400	\$400
Task 6. Case Closure Request and GIS Registry Package	Preparation			Subtotal	\$1,180
taka Candar	Classification	Quantity	Unit	Unit Pate	Subtotal
Labor Service	Classification	quantity	br	\$150	\$600
Project Oversight	Senior Project Manager	4	hr	\$150	\$3 520
Document Preparation	Project Manager	32	nr	2110	\$5,520

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CAD Draftsman	8	hr	\$85	\$680	
Site parcel	1	ea	TBD Subtotal	TBD \$4,800	
Classification	Quantity	<u>Unit</u>	Unit Rate	<u>Subtotal</u>	
Senior Project Manager	0.5	hr	\$150	\$75	
Project Manager	2	hr	\$110	\$220	
Associate Scientist	8	hr	\$90	\$720	
Project Manager	4	hr	\$110	\$440	
CAD Draftsman	1	hr	\$85	\$85	
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Abandonment	1	ea	\$2,200 Subtotal	\$2,200 \$3,740	- Andrew
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Classification	Quantity	<u>Unit</u>	Unit Rate	Subtotal	
Senior Project Manager	4	hr	\$150	\$600	
Project Manager	16	hr	\$110	\$1,760	
CAD Draftsman	2	hr	\$85	\$170	
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Project Total

\$22,235



Certificate of Insurance

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

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CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(ofly e Greg Bixler/MSI6

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