

United Engineering Consultants, Inc.

Rec'd WDNR-
SER
11/24/04

FID 241170270
BRRTs 02 41 278106

March 22, 2004

Donald M. Fritzke, Sr. Revocable Trust 1200
C/o Mr. Donald Fritzke, Trustee
10003 W. Carmen Avenue
Milwaukee, Wisconsin 53225

Subject: Proposal for Completion of Site Investigation, Remediation
and Closure Report Preparation
Former Colony Dry Cleaners
10003 W. Carmen Avenue
Milwaukee, Wisconsin 53225
Proposal No. 04-026

Dear Mr. Fritzke:

United Engineering Consultants, Inc. (United) has prepared this proposal at your request to complete the site investigation at the above referenced site, perform any necessary remedial activities and subsequently prepare a site closure request. United intends to perform these services under Dry Cleaner Environmental Response (DERF) guidelines to recoup applicable, refundable costs incurred.

PROJECT INFORMATION

The results of a Phase II Site Investigation performed by Sigma Environmental Services, Inc. has indicated the presence of Tetrachloroethene and Trichloroethene impacted soil at the above referenced property at depths ranging from the near surface to ten (10) to twelve (12) feet below the existing grade. Groundwater has reportedly been encountered at depths in excess of thirty (30) feet and has not been impacted.

PURPOSE AND SCOPE OF SERVICES

The purpose of this investigation is to attempt to determine the source of the contamination and complete the delineation of the nature and extent of the affected subsurface due to the former release(s). The scope of services for the investigation and other phases of the project are as follows:

- ◆ Advance three (3) to five (5) soil borings and collect soil samples.
- ◆ Perform additional site investigation, if necessary, or prepare a site investigation report detailing the extent of the contamination, including all required forms, maps and figures.

10617 West Oklahoma Avenue, Suite L2 West Allis, Wisconsin 53227

Environmental & Geotechnical Services

414 327-8790

- ◆ Perform any necessary remedial activities.
- ◆ Preparation of a closure request for submittal to the WDNR.
- ◆ Preparation of a DERF reimbursement claim submittal.

United will act as the owner's consultant for performing and/or coordinating the various aspects of this project, related to bidding-phase services, field activities, and as liaison to appropriate state agencies, as allowed by DERF.

SCHEDULE

United will schedule the field investigation activities on approval of this proposal.

COST

United's costs will be incurred at the rates listed on the attached Standard Fee Schedule. Because DERF considers subcontracted services, such as the laboratory and drilling services, to be commodities, United must solicit three (3) bids for each applicable service for the work to be eligible for reimbursement under DERF. Therefore, these costs will be determined upon execution of this proposal and receipt of the bids. Under DERF, consultant markup on commodity services is not allowable.

United proposes to provide the services listed in accordance with our Standard Fee Schedule on a time-and-materials basis. Fees are reviewed and subject to change on an annual basis.

The terms of this proposal are in effect for sixty (60) days as of the date of this proposal. If acceptance is not received prior to the sixty (60) days from the date of this proposal, this proposal will be null and void. If services are required after the sixty (60) days, a new proposal will be issued.

Invoices will be rendered monthly and shall be paid within fifteen (15) days of the invoice date for services performed during that month. Final payment will be due and payable upon completion of the work or termination of services.

TERMS AND CONDITIONS:

Enclosed with this proposal is United's Standard Fee Schedule and General Conditions which are expressly incorporated into, and are an integral part of, our contract for professional services. They will be enforced throughout the term of this proposal.

United employees will be covered on the above referenced site by Workmen's Compensation and General Liability Insurance. Proof of insurance is available upon request. In addition, United represents it maintains general liability and property damage insurance coverage in the amount of One Million Dollars (1,000,000). In addition, United

represents it maintains coverage for errors and omissions professional liability coverage, including pollution liability, of no less than \$1,000,000 per claim and a minimum of \$1,000,000 in annual aggregate claims.

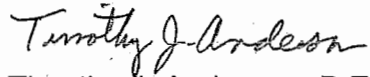
United agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by United. Loss shall be deemed to include any claims, suits, or liability including, but not limited to Attorney's fees, cost of settlement and/or other incidental costs for personal injury, death, illness, property damage, or any other loss allegedly arising from or relating to the negligent performance of work by United or its subcontractors:

United shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and shall identify all such materials as "confidential". United shall not disclose such information except if such disclosure is required by government statute, ordinance, or regulation. United affirmatively states that it is a professional environmental testing organization and shall use that standard of care normally provided by a professional environmental testing organization in all of its procedures, processes, selection of sub-contractors, and testing and care of samples.

Please indicate your acceptance of this proposal by signing both copies, and returning one (1) to our office for our files. The signed proposal will serve as our authorization to perform the work. If you have any questions, please feel free to contact us.

We appreciate the opportunity to be of service to you and are looking forward towards the successful completion of the study.

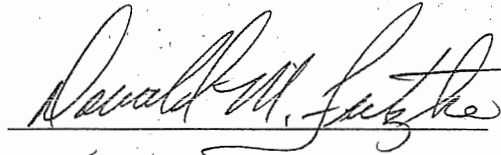
Sincerely,
United Engineering Consultants, Inc.



Timothy J. Anderson, P.E.
Principal

Accepted:

Signature:



Title:

TRUSTEE

Date:

3/22/04

STANDARD FEE SCHEDULE

I. FIELD AND PROFESSIONAL SERVICES

Professional Engineer/ Sr. Project Scientist	\$100.00 \ hour
Project Engineer/Hydrogeologist	\$85.00 \ hour
Staff Hydrogeologist	\$75.00 \ hour
Field Engineer/Staff Scientist	\$65.00 \ hour
Senior Field Technician	\$65.00 \ hour
Field Technician	\$55.00 \ hour

II. OFFICE SERVICES

Computer Aided Drafting	\$60.00 \ hour
Secretarial	\$35.00 \ hour

III. EQUIPMENT

Photoionization Detector	\$75.00 \ day
Combustible Gas Indicator	\$75.00 \ day
Dissolved Oxygen Meter	\$35.00 \ day
pH, Conductivity, Temperature Meter	\$35.00 \ day
Groundwater Level Indicator	\$25.00 \ day

IV. MISCELLANEOUS EXPENSES

Mileage	\$00.50 \ mile
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Other services and hourly rates available upon request. Charges for special equipment not included herein will be quoted upon request. A per diem charge of \$55.00 per day, per person will be billed as applicable.

GENERAL CONDITIONS

Proposals, Time Schedules and Agreements are based, in part, on the information provided by the Client. If the information supplied by the Client is incomplete or inaccurate, and/or site conditions are encountered which are not that which were indicated by the Client, and/or the Client requests a change from the original scope of work established by the Proposal, then a written amendment to the Agreement, adjusting the Proposal, Time Schedules, and/or costs will be prepared by UNITED as soon as time permits.

It shall be the responsibility of the Client to notify UNITED of any known or suspected hazardous substances which may affect the work that is to be performed or the safety of the public and/or UNITED employees.

Payment is due and payable no later than thirty (30) days from the date of invoice. Delinquent payments will be assessed a one and one half percent (1.5%) additional charge per month on the unpaid balance. Should it be necessary to force collection of any monies due, the non-prevailing party shall be responsible for all costs connected therewith, including reasonable attorney's fees.

As required by the Wisconsin Construction Lien Law, United hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned United, are those who contract directly with the owner or those who give the owner notice within sixty days after they first furnish labor or materials for construction, and should give a copy for each notice received to the mortgage lender, if any. United agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

Either party may terminate the Agreement at will, with 7 days written notice. At the time of termination, UNITED shall be paid for services and materials supplied to date.

Consultant warrants that its services are performed, within the limits prescribed by its clients in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions.