



*United Engineering Consultants, Inc.*

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January 13, 2006

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  
and Closure Report Preparation  
Former Colony Dry Cleaners  
10003 W. Carmen Avenue  
Milwaukee, Wisconsin 53225  
Proposal No. 04-026 Revised III

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 and subsequently prepare a site closure request. United intends to perform these services under Dry Cleaner Environmental Response Program (DERF) guidelines to recoup applicable, refundable costs incurred.

### **PROJECT INFORMATION**

It is understood dry cleaning operations, utilizing two (2) machines in the southeast corner of the building, were performed on the subject property from the 1960's through the 1990's. Mr. Fritzke, a trustee of the current owner, indicated perchloroethylene was utilized at some time during this period. A two hundred seventy-five (275) gallon Aboveground Storage Tank (AST) containing mineral spirits was reportedly located in the southeast corner of the building.

An Underground Storage Tank (UST), of unknown capacity, is located in the former equipment room located in the southwest corner of the building and most likely contained materials associated with dry cleaning activities. Several inches of water is currently present in the tank.

Based on a review of the original building plans dated August 1969, a four (4) inch diameter sanitary sewer line is located beneath the "dry cleaning room" and extends beneath the building to W. Carmen Avenue to the north and to the boiler room to the south.

The results of a Phase II Site Investigation performed by Sigma Environmental Services, Inc. has indicated the presence of Tetrachloroethene (PCE) and Trichloroethene (TCE) 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 based on two (2) rounds of sampling and analysis (See attached Groundwater Analytical Results).

## **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:

- Evacuate the UST in the former equipment room and abandon the tank in-place with an inert material. A soil sample will be collected from beneath the tank in the underlying native soils.
- Advance six (6) soil borings to an approximate depth of sixteen (16) feet in the W. Carmen Avenue right-of-way, along the northeast property line, the adjacent property to the west and adjacent to the former dry cleaning room located at the southeast corner of the building (See Attached Proposed Soil Boring Location Map). Off-site access will be required in the W. Carmen Avenue right-of-way and the property to the west. One (1) soil boring will be advanced in the adjacent property to the south if off-site access is obtained. It is understood previous requests for access have been denied.
- All collected soil samples will be analyzed for the presence of Volatile Organic Compounds (VOCs).
- Prepare a site investigation report detailing the extent of the contamination, including all required forms, maps and figures.
- Preparation of a closure request for submittal to the WDNR.

United will act as the owner's consultant for performing and/or coordinating the various aspects of this project, related to field activities and as liaison to appropriate state agencies, as allowed in Chapter NR 169 Dry Cleaner Environmental Response Program. In addition, all consultant and contract services will comply with applicable requirements of NR169 and NR700 through 728.

## **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 Estimate Worksheet. It should be noted, the until costs will not exceed the original unit costs for equivalent services outlined in Sigma Environmental Services, Inc. (Sigma) initial proposal. 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. The estimate of these costs has been provided. The actual costs will be determined upon execution of this proposal and receipt of the bids. Under DERF, consultant markup on commodity services is not allowable.

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 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 attached. 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 and professional liability coverage, including pollution impairment liability, of no less than \$1,000,000 per claim and a minimum of \$1,000,000 in annual aggregate claims. A deductible of \$5,000.00 for each occurrence, claim, pollution condition or wrongful act will apply.

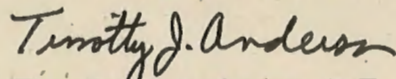
United agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by United. Loss shall be deemed to include any claims, suits, or liability including, but not limited to Attorney's fees, cost of settlement and/or other incidental 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: \_\_\_\_\_

Date: \_\_\_\_\_

## 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.

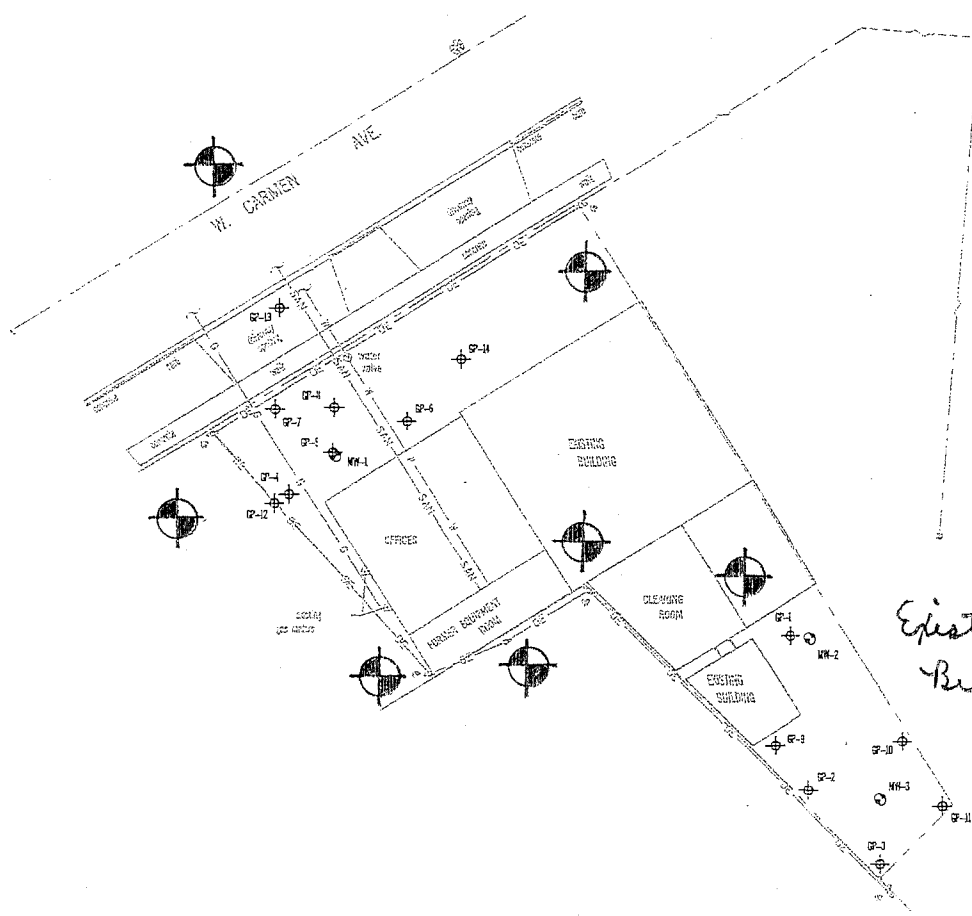
It shall be the responsibility of the Client to notify UNITED of any known or suspected hazardous substances which may affect the work that is to be performed or the safety of the public and/or UNITED employees.


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.





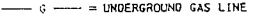
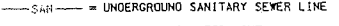
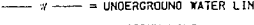

As required by the Wisconsin Construction Lien Law, United hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned United, 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.

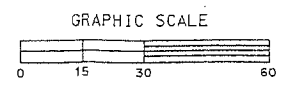
Either party may terminate the Agreement at will, with 7 days written notice. At the time of termination, UNITED shall be paid for services and materials supplied to date.

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.

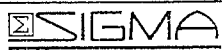


 Proposed Boring Location

LEGEND	
	GEOPROBE BORING LOCATION
	MONITORING WELL LOCATION
	UTILITY POLE
	OVERHEAD UTILITY LINE
	UNDERGROUND GAS LINE
	UNDERGROUND SANITARY SEWER LINE
	UNDERGROUND WATER LINE
	PROPERTY LINE



NOTE:  
MAP BASED ON SURVEY PERFORMED ON 7-22-02, BY SURVEYING ASSOCIATES, INC.

FRITZKE PROPERTY MILWAUKEE, WI			 ENVIRONMENTAL SERVICES INC.
DATE: 2-2-04	DR. BY: BEB	DR. # 7029-009	
GEOPROBE BORING LOCATION MAP			SCALE: 1" = 30'
			FIGURE 1



GP-8		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	1,000	<25
TCE	<25	<25
n-DUTYLBENZENE	<25	63.8

GP-6		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	14.3
TRANS-1,2-DCE	<25	<25
PCE	385	1,100
TCE	<25	207

GP-7		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25
TCE	<25	<25

GP-5		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	0.610	52.300
TCE	<25	93.1

MW-1		
DEPTH	5'-7'	13'-15'
CIS-1,2-DCE	<130	<25
TRANS-1,2-DCE	<130	<25
PCE	30,000	<25

GP-4		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	1,660
TCE	<25	<25

GP-9		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	40.8	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25
TCE	<25	<25

GP-2		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	453	<25
TRANS-1,2-DCE	109	<25
PCE	<25	<25

GP-3		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25

GP-II		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25
TCE	<25	<25

GP-I		
DEPTH	2'-4'	14'-16'
CIS-1,2-DCE	<25	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25

MW-2		
DEPTH	7'-9'	17'-19'
CIS-1,2-DCE	42	<25
TRANS-1,2-DCE	<25	<25
PCE	<25	<25

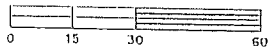
GP-10		
DEPTH	2'-4'	6'-8'
CIS-1,2-DCE	49.7	173
TRANS-1,2-DCE	<25	<25
PCE	6L1	7,220
TCE	<25	1,680

MW-3		
DEPTH	3'-5'	10'-12'
CIS-1,2-DCE	2,000	<25
TRANS-1,2-DCE	110	<25
PCE	130	<25

ANALYTICAL KEY	
OCE	= DICHLOROETHENE
PCE	= TETRACHLOROETHENE
TCE	= TRICHLOROETHENE
ALL CONCENTRATIONS EXPRESSED IN MICROGRAMS PER KILOGRAM (ug/kg)	

LEGEND	
GP	= GEOPROBE DURING LOCATION
MW	= MONITORING WELL LOCATION
UP	= UTILITY POLE
OE	= OVERHEAD UTILITY LINE
UG	= UNDERGROUND GAS LINE
US	= UNDERGROUND SANITARY SEWER LINE
UL	= UNDERGROUND WATER LINE
PL	= PROPERTY LINE

GRAPHIC SCALE



NOTE:  
MAP BASED ON SURVEY PERFORMED ON 7-22-02, BY SURVEYING ASSOCIATES, INC.

FRITZKE PROPERTY  
MILWAUKEE, WI

**SIGMA**  
ENVIRONMENTAL SERVICES INC.

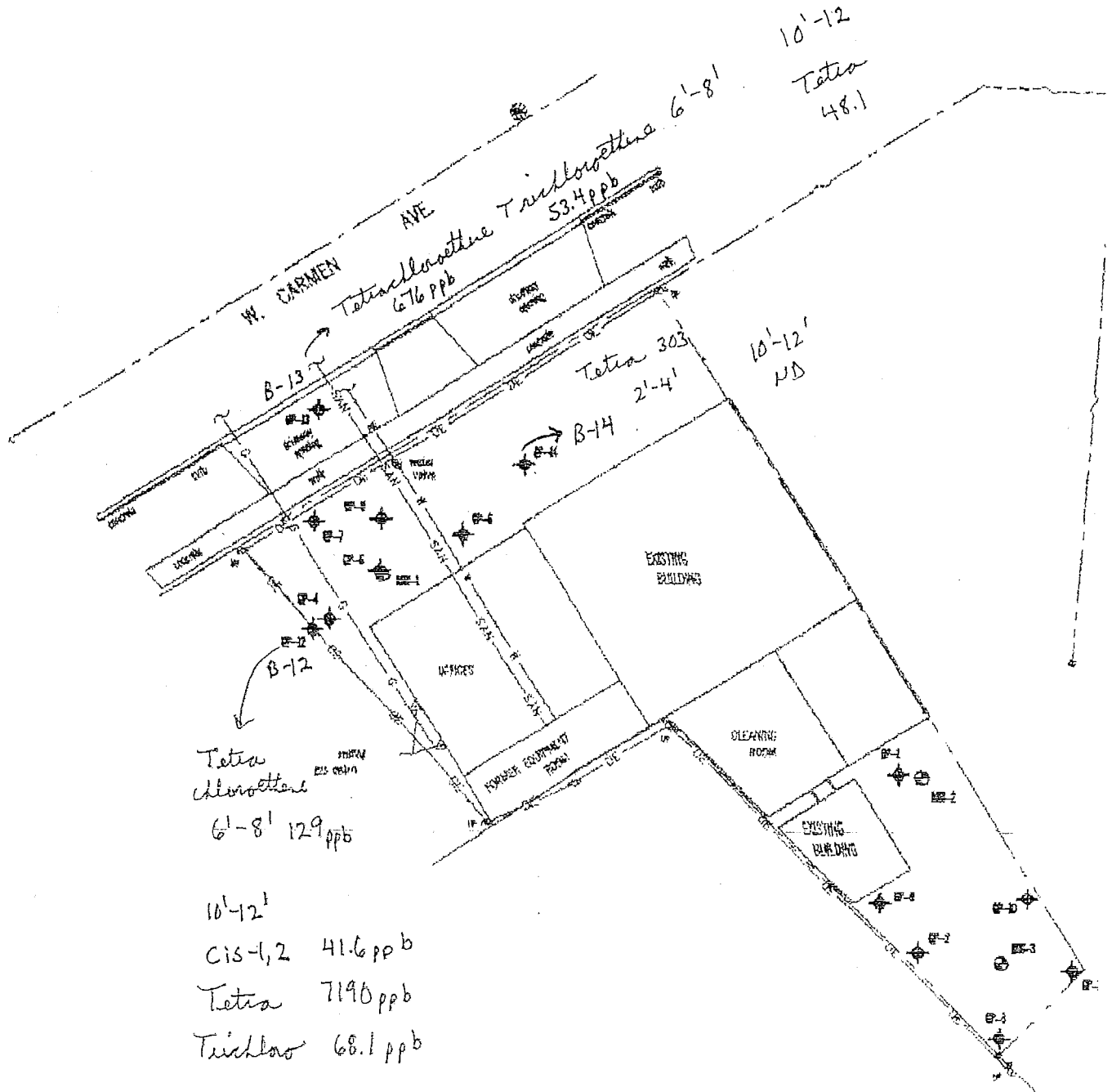
DATE: 9-30-03 DR. BY: BEB DR.# 7029-005

SCALE: 1" = 30'

SOIL QUALITY MAP

FIGURE 4





# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR SH  
UNITE-4

DATE (MM/DD/YYYY)  
05/03/05

<b>PRODUCER</b>  The Starr Group P O Box 20001 Greenfield WI 53220-0001 Phone: 414-421-3800	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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  United Engineering Consultants Timothy J. Anderson 10617 W. Oklahoma Avenue #L2 West Allis WI 53227	INSURER A: West Bend Mutual Ins Co	15350
	INSURER B:	
	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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BAV0710340	03/21/05	03/21/06	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000				
	MED EXP (Any one person) \$ 10000				
	PERSONAL & ADV INJURY \$ 1000000				
	GENERAL AGGREGATE \$ 2000000				
	PRODUCTS - COMP/OP AGG \$ 2000000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CPV0710341	03/21/05	03/21/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	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 EA ACC \$				
	AUTO ONLY: AGG \$				
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	CUV0710343	03/21/05	03/21/06	EACH OCCURRENCE \$ 1000000
	AGGREGATE \$ 1000000				
	\$				
	\$				
	\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	VUV0710342	03/21/05	03/21/06	WC STATU-TORY LIMITS   OTH-ER
	E.L. EACH ACCIDENT \$ 100000				
	E.L. DISEASE - EA EMPLOYEE \$ 100000				
	E.L. DISEASE - POLICY LIMIT \$ 500000				
	PROPERTY	15000			

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

## CERTIFICATE HOLDER

## CANCELLATION

FRD0100  Donald Fritzke 10003 W Carmen Ave Milwaukee WI 53225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> 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  Kyle Wasserman
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