



United Engineering Consultants, Inc.

April 24, 2009

Received WDNR/SER
05/08/09
BRRTS 02-41-278106
FID 241170270
ACTION: 112
COMMENT: SITE INVESTIGATION

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

Subject: Change Order Request for Completion of Site Investigation
and Closure Report Preparation
Former Colony Dry Cleaners
10003 W. Carmen Avenue
Milwaukee, Wisconsin 53225
Proposal No. 09-011

Dear Mr. Fritzke:

United Engineering Consultants, Inc. (United) has prepared this change order request to perform additional investigative activities outlined in a WDNR correspondence dated November 12, 2008 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 that dry cleaning operations, utilizing two (2) machines in the southeast corner of the building, that 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), five hundred (500) gallons in capacity, is located in the former equipment room in the southwest corner of the building and most likely contained materials associated with dry cleaning activities. The tank was evacuated and properly abandoned in-place with inert material in June of 2006.

The results of a Phase II Site Investigation performed by Sigma Environmental Services, Inc. and United has indicated the presence of Tetrachloroethene (PCE) and Trichloroethene (TCE) impacted soil at the above referenced property, the United P&H Supply Co to the west and the Suburban Car Wash property to the southeast. The vertical extent of the contaminant plume extends from the near surface to ten (10) to twelve (12) feet below the existing grade. Water collected from these depths also indicated the

presence of PCE and TCE. 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.

PURPOSE AND SCOPE OF SERVICES

The purpose of this investigation is to complete the delineation of the extent of the affected subsurface due to the former release(s) and evaluate the indoor air quality and the presence of volatile vapors beneath the floor slab. The scope of services for the investigation are as follows:

- Advance one (1) soil boring to an approximate depth of sixteen (16) feet in the W. Carmen Avenue right-of-way. Install a temporary groundwater monitoring well. Off-site access to the W. Carmen Avenue right-of-way has been obtained.
- All collected soil and groundwater samples will be analyzed for the presence of Volatile Organic Compounds (VOCs).
- Collect three (3) sub-slab vapor samples in the former equipment room, the front office area and in the warehouse area east of the front office.
- Collect one (1) indoor air sample from the front office area.
- All collected air samples will be analyzed for the presence of 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 change order request.

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.

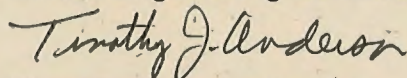
United agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by United. Loss shall be deemed to include any claims, suits, or liability including, but not limited to Attorney's fees, cost of settlement and/or other incidental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

ESTIMATE WORKSHEET

1. Advancement of one (1) borehole with a truck mounted geoprobe to an approximate depth of sixteen (16) feet, including abandonment per WDNR regulations and installation of three (3) sub-slab vapor probes.

Lump Sum	\$800.00
----------	----------

2. Soil Analysis

Volatile Organic Compounds (VOC) 2 samples @ \$105.00/sample	\$210.00
---	----------

3. Groundwater Analysis

Volatile Organic Compounds (VOCs) 1 sample @ \$105.00/sample	\$105.00
---	----------

4. Air Analysis
 - A. Volatile Organic Compounds (VOCs)
4 samples @ \$180.00/sample \$720.00
 - B. Vapor Probes
3 probes @ \$250.00/probe \$750.00
 - C. Canisters
4 canisters @ \$45.00/canister \$180.00
 - D. Shipping
Lump Sum \$100.00

5. Environmental Consulting Services
 - A. Field engineer for project coordination,
sample collection and preparation,

20 hours @ \$65.00/hour \$1,300.00

B.	Professional engineer (Sr. Project Scientist) for SI report and closure request submittal preparation.	
	80 hours @ \$100.00/hour	\$8,000.00
C.	Computer Aided Drafting (CAD) for map preparation	
	8 hours @ \$60.00/hour	\$480.00
D.	Secretarial	
	8 hours @ \$40.00/hour	\$320.00
E.	Miscellaneous Supplies	\$100.00
	Total Estimated Cost	\$13,065.00

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 not 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.