

*United Engineering Consultants, Inc.*

December 29, 2014

Mr. Donald M. Fritzke, Sr.  
Revocable Trust 12/21/00  
C/o Mr. Donald M. Fritzke, Trustee  
N161W20772 Kami Lane  
Jackson, Wisconsin 53037

RECEIVED

JAN 9 2015

Initial: 

Subject: Change Order Request for Completion of  
Case Closure-GIS Registry Submittal  
Former Colony Dry Cleaners  
10003 W. Carmen Avenue  
Milwaukee, Wisconsin 53225  
UEC Proposal No. 14-029  
BRRTS No. 02-41-278106

FID 241 170 270

Dear Mr. Fritzke:

United Engineering Consultants, Inc. (United) has prepared this change order request to complete the Case Closure-GIS Registry submittal for the above referenced property. United intends to perform these services under Dry Cleaner Environmental Response Program (DERF) guidelines to recoup applicable, refundable costs incurred.

### PROJECT INFORMATION

The results of the site investigation performed by Sigma Environmental Services, Inc. (Sigma) and United indicates the presence of Tetrachloroethene (PCE) and Trichloroethene (TCE) impacted soil at the above referenced property. The lateral extent of the contaminant plume extends to the United P & H Supply Co. property to the west and the Suburban Car Wash property to the southeast. The vertical extent of the contaminant plume in the soil extends from the near surface to ten (10) to twelve (12) feet below the existing grade. Water collected from these depths also indicates the presence of PCE and TCE. Groundwater has been encountered at depths in excess of thirty (30) feet and has not been impacted based on three (3) previous rounds of sampling and analysis.

The results of the investigation have been summarized in United's revised Phase II Environmental Site Investigation (SI) report dated December 5, 2014. The SI report was revised to include additions requested by Mr. John Hnat of the Wisconsin Department of Natural Resources (WDNR) subsequent to his initial review.



## SCOPE OF SERVICES

The scope of services will consist of preparing form 4400-202 Case Closure – GIS Registry in compliance with Chapter NR 726 of the Wisconsin Administrative Code. The revised SI report and Case Closure – GIS Registry packet will subsequently be submitted to the WDNR for site closure review.

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.

## COST

The Wisconsin Department of Natural Resources (WDNR) approved a total cost of \$63,589.00 for consulting services requested by Sigma and United to complete the site investigation of the chlorinated solvent release at the subject property. Subsequent to the WDNR review of the submitted SI report and expense claim, the WDNR approved \$60,186.61 as DERF eligible expenses for the site in their August 1, 2014 correspondence. A payment of \$50,186.61 was subsequently issued to the Donald M. Fritzsche Sr. Revocable Trust 12/21/00.

United requested and received approval from the WDNR to utilize the remaining \$3402.39 of the approved budget to prepare the WDNR requested revisions to the SI and perform a third round of groundwater monitoring of the existing NR 141 compliant wells. The third round of groundwater sampling and analysis did not indicate the presence of any Volatile Organic Compounds (VOC) at concentrations at or above their respective detection limits in any of the sampled monitoring wells. Therefore, United proposes to prepare the Case Closure – GIS Registry form and submit with the revised SI report to the WDNR for site closure review at an additional cost of \$4,560.00. United's costs will be incurred at the rates listed on the attached Estimate Worksheet.

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.

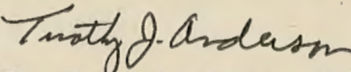
United employees will be covered on the above referenced site by Workmen's Compensation and General Liability Insurance. Proof of insurance is attached. United represents it maintains general liability and property damage insurance coverage in the amount of One Million Dollars (1,000,000). In addition,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

Sincerely,  
United Engineering Consultants, Inc.

  
Timothy J. Anderson, P.E.  
Principal

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Sincerely,  
United Engineering Consultants, Inc.

*Timothy J. Anderson*

Timothy J. Anderson, P.E.  
Principal

Signature: *Donald M. Litzke*

Title: TRUSTEE

Date: 1/14/15

Hnat, John J - DNR

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**From:** United Engineering Tim Anderson <tauec@sbcglobal.net>  
**Sent:** Wednesday, January 14, 2015 5:35 PM  
**To:** Hnat, John J - DNR  
**Subject:** Fw: Change Order Request - Former Colony Dry Cleaners  
**Attachments:** Change Order Request0001.tif

J,

Attached is the executed Change Order by Don Fritzke per our discussion.

Tim

**Timothy J. Anderson, P.E.**  
**Principal**

**UNITED ENGINEERING CONSULTANTS, INC**  
16237 W. Ryerson Road, New Berlin, WI 53151  
Office (262)785-1447 - Fax (262)706-4400

----- Forwarded Message -----

**From:** Don Fritzke <[dmfritzke@yahoo.com](mailto:dmfritzke@yahoo.com)>  
**To:** United Engineering Tim Anderson <[tauec@sbcglobal.net](mailto:tauec@sbcglobal.net)>  
**Sent:** Wednesday, January 14, 2015 4:36 PM  
**Subject:** Re: Change Order Request - Former Colony Dry Cleaners

Donald M. Fritzke  
414-915-8270  
[dmfritzke@yahoo.com](mailto:dmfritzke@yahoo.com) <<mailto:dmfritzke@yahoo.com>>

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**From:** United Engineering Tim Anderson <[tauec@sbcglobal.net](mailto:tauec@sbcglobal.net)>  
**To:** "[dmfritzke@yahoo.com](mailto:dmfritzke@yahoo.com)" <[dmfritzke@yahoo.com](mailto:dmfritzke@yahoo.com)>  
**Sent:** Monday, January 5, 2015 4:28 PM  
**Subject:** Change Order Request - Former Colony Dry Cleaners

**Timothy J. Anderson, P.E.**  
**Principal**

**UNITED ENGINEERING CONSULTANTS, INC**  
16237 W. Ryerson Road, New Berlin, WI 53151  
Office (262)785-1447 - Fax (262)706-4400



## ESTIMATE WORKSHEET

1.	Environmental Consulting Services		
	A.	Field engineer for coordination of off-site property notification and deed procurement.	
		8 hours @ \$65.00/hour	\$520.00
	B.	Professional Engineer for Case Closure -GIS Registry submittal preparation.	
		30 hours @ \$100.00/hour	\$3,000.00
	C.	Computer Aided Drafting (CAD) for map preparation	
		12 hours @ \$60.00/hour	\$720.00
	D.	Secretarial	
		8 hours @ \$40.00/hour	\$320.00
		<b>Total Estimated Cost</b>	<b>\$4,560.00</b>

## 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.

The client agrees to limit United's liability to the client and all parties claiming through the client or otherwise claiming reliance on United's services, allegedly arising from United's professional acts or errors and omissions, to a sum not to exceed United's fees for the services performed on the project, provided that such claims are not attributable to United's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall United or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on United's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

United represents that the company maintains general liability and property damage insurance coverage considered adequate and comparable with coverage maintained by other similar firms, and that United's employees are covered by Workman's Compensation Insurance. Certificates of insurance can be provided to the client upon written request. United shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. United agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by United. Except as expressly set forth in this and the preceding paragraph, the client agrees to hold United, its officers, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to United's performance of work. These indemnification and hold-harmless limitations shall also include claims related to property value losses, claimed losses related to or stemming from inability of client to obtain financing or delays in obtaining such; failure to discover or properly categorize hazardous materials due to work scope limitations, claims of owners or operators of nearby properties, or failure of any Federal, state, or other governmental jurisdiction or agency to approve or accept the procedures or recommendations submitted by United.



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.