

May 9, 2019

Mr. Richard Peters Former Peters Dry Cleaners 5094 West College Avenue Greendale, Wisconsin 53129

**RE:** Site Investigation Work Plan and Cost Estimate

Former Peters Dry Cleaners 5094 West College Avenue Greendale, Wisconsin FID # 341045210 BRRTS # 02-41-284323

Dear Mr. Peters:

EnviroForensics, LLC (EnviroForensics) is pleased to present this Site Investigation Work Plan (SIWP) and Cost Estimate for the Former Peters One Hour Cleaners located at 5094 West College Avenue, Greendale, Wisconsin (Site). The additional investigation activities described below were requested by the Wisconsin Department of Natural Resources (WDNR) in a letter dated November 20, 2018.

#### SITE INVESTIGATION ACTIVITIES

## **Phase 10a:** Work Plan Development (Completed)

EnviroForensics has developed this SIWP to serve as the procedures document for the investigation activities.

## Phase 10b: Data Collection and Reporting

The following tasks are proposed to address the WDNR's requests:

- Install one (1) groundwater monitoring well to the north/northwest of MW-11 to define the degree and extent of groundwater impacts (see **Figure 1**);
- Install one (1) piezometer to define the vertical groundwater impacts near the source area in the northwest corner of the exterior of the site building(see **Figure 1**);
- Screen soil with a photo-ionization detector (PID) and collect up to two (2) soil samples from each well location for laboratory analysis;
- Update and submit the existing Site Investigation Report text, tables, and figures; and

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N16W23390 Stone Ridge Drive, Suite G, Waukesha, WI 53188

Phone: 262-290-4001 • Fax 317-972-7875



 Assess for potential vapor intrusion concern at the off-site property the north/northwest of MW-11.

The additional site investigation work will be performed in accordance with Wisconsin Administrative Code (WAC) Chapter (Ch.) NR 716. The soil samples will be submitted to a state certified laboratory for volatile organic compound (VOC) analysis by US EPA SW-846 Test Method 8260. The monitoring well and piezometer will be installed in accordance with WAC Ch. NR141.25. At the completion of the well and piezometer installation, a groundwater sample will be collected from each existing and new well and submitted to a state certified laboratory for VOC analysis by US EPA SW-846 Test Method 8260. Relevant tables and figures will be updated with the new data.

#### **COST ESTIMATE**

All services provided in support of this work scope will be billed on a time-and-materials basis. The estimated cost to complete site investigation activities is \$18,187. A breakdown of this cost estimate is attached. Certain limitations and circumstances encountered during the implementation of this SIWP may result in the need for additional work activities and/or additional costs incurred. In these situations, EnviroForensics will contact you via telephone to discuss the issue or to leave a voicemail with a summary. A written Change Order summarizing the additional required work activities and/or estimated costs will be then be issued, if warranted, and submitted via email.

#### **SCHEDULE**

Upon authorization to proceed, EnviroForensics will begin coordinating the proposed site investigation work. The drilling activities will be completed within a single day. The Site Investigation Report will be updated and submitted within 60 days of completing the site investigation activities.

We appreciate the opportunity to provide you with this SIWP and Cost Estimate and look forward to working with you on this project. If you have any questions or require additional information, please don't hesitate to contact us at 262-290-4001.

Sincerely,

**EnviroForensics, LLC** 

Rob Hoverman, LPG Senior Project Manager Kyle Heimstead Project Manager

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Attachments

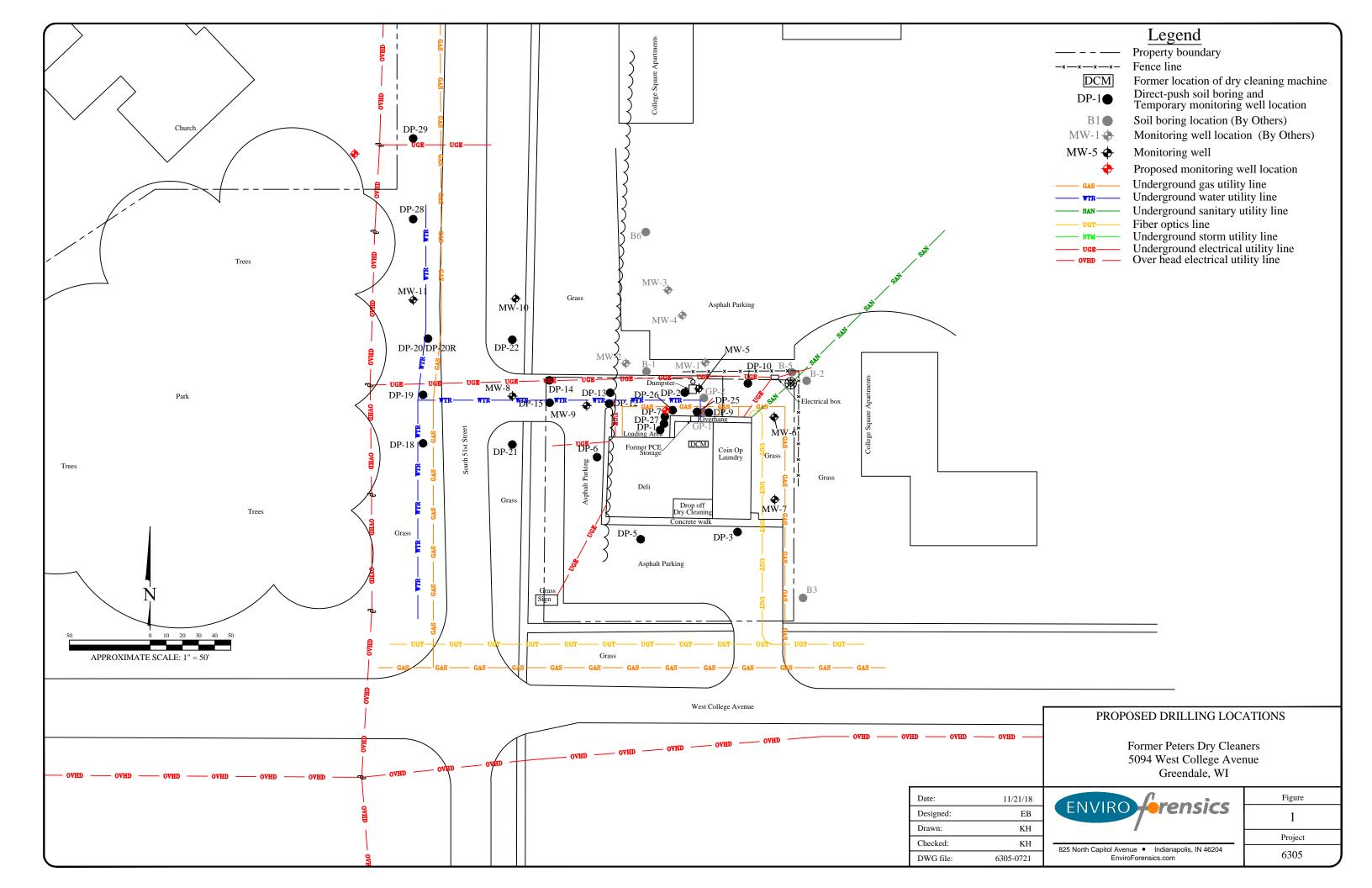
Figure 1: Proposed Drilling Locations Table 1: Site Investigation Cost Estimate

Attachment 1: Cost Detail Sheets

Attachment 2: General Terms and Conditions



# **FIGURES**





# **TABLES**



# TABLE 1 SITE INVESTIGATION COST ESTIMATE

# Former Peters Dry Cleaners Greendale, Wisconsin

TASK	LABOR COSTS	SUB- CONTRACTOR COSTS	DIRECT COSTS	PHASE COST
	Phase 10a			
Work Plan Development	\$487	\$0	\$0	\$487
	Phase 10b			
Data Collection and Reporting	\$9,945	\$6,279	\$1,476	\$17,700
TOTAL	\$10,432	\$6,279	\$1,476	\$18,187



# ATTACHMENT 1 COST DETAIL SHEETS

<b>Project Title:</b>
<b>Project Number/Name:</b>

Site Investigation

6306/ Former Peters Cleaners

Date:

5/9/2019



•	Phase 10a Work Plan		<del> </del>	т т	
Labor - Office/Reporting	Price	Unit	# Units	Subtotal	Task To
Principal	\$200.00	hr		\$0.00	
Director	\$175.00	hr		\$0.00	
Sr Project Manager	\$155.00	hr	1.8	\$279.00	
Sr Professional	\$155.00	hr		\$0.00	
Project Manager	\$130.00	hr	1.6	\$208.00	
Project Professional	\$130.00	hr		\$0.00	
Staff Professional-Office	\$120.00	hr		\$0.00	
Staff Professional-Field	\$120.00	hr		\$0.00	
Field Professional	\$95.00	hr		\$0.00	
Drafting	\$85.00	hr		\$0.00	
Admin	\$65.00	hr		\$0.00	
	•	•	•	\$487.00	\$487.0

PHASE TOTAL	\$487.00
PHASE IOTAL	D40/.UU

Project Title: Project Number/Name: Date:

Site Investigation
6306/ Former Peters Cleaners
5/9/2019



Phase 10b Data Collection and Reporting						
Labor - Field	Price	Unit	# Units	Subtotal	Task Total	
		Unit			Task Total	
Field Professional	\$95.00	hr	24.0	\$2,280.00		
				\$2,280.00	\$2,280,00	

Labor - Office/Reporting	Price	Unit	# Units		Subtotal	Task Total
Sr Project Manager	\$155.00	hr	12.0		\$1,860.00	
Project Manager	\$130.00	hr	26.0		\$3,380.00	
Staff Professional-Office	\$120.00	hr	6.0		\$720.00	
Field Professional	\$95.00	hr	9.0		\$855.00	
Drafting	\$85.00	hr	10.0		\$850.00	
			•	•	\$7,665.00	\$7,665.00

Contractors/Consultants	Price	Unit	# Units	Markup	Subtotal	Task 7
Utility Locate	\$450.00	LS	1.0	1.00	\$450.00	
Driller	\$2,900.00	LS	1.0	1.00	\$2,900.00	
Surveyor	\$800.00	LS	1.0	1.00	\$800.00	
Waste Disposal	\$350.00	ea	3.0	1.00	\$1,050.00	
T		I.			\$5,200.00	\$5,200
			•	•	\$5,200.00	\$5,200
Contractor/Consultant - Laboratory	Price	Unit	# Units	Markup	\$5,200.00 Subtotal	\$5,200
·	Price \$71.93	Unit ea	# Units 4.0	Markup		\$5,200
Contractor/Consultant - Laboratory					Subtotal	\$5,200
Contractor/Consultant - Laboratory Soil VOC 8260 dry wt	\$71.93	ea	4.0	1.00	Subtotal \$287.72	\$5,200

	Direct Costs - Chargeable Equipment Expense	Rat	te (hr/unit)	# ]	Hrs/Units	Ra	te (day/use)	# d	ays/use	S	Subtotal
Vehicles	Field Vehicle - Full Day	\$	20.00			\$	130.00	\$	2.00	\$	260.00
	Air Velocity Meter (per use)					\$	25.00				
Meters	Multi-meter Conductivity/pH/Temp/TDS					\$	165.00	\$	2.00	\$	330.00
	PID or 580 OVM					\$	120.00	\$	1.00	\$	120.00
D	Peristaltic Pump					\$	105.00	\$	2.00	\$	210.00
Pumps	Pumping Test Accessory Equipment (Flow Meters/Manifolds	\$	100.00								
	Bailers (Disposable)	\$	10.00	\$	1.00					\$	10.00
	Bailers (Non-Disposable)					\$	15.00				
	Core Boxes	\$	10.00								
	Core Sampler					\$	55.00				
	Data Logger with Transducer					\$	155.00				
	Well Caps	\$	30.00								
Other	Elec. Well Sounder (Probe)					\$	30.00	\$	2.00	\$	60.00
Otner	Metal Detector					\$	50.00				
	Tubing - Polyethylene: 1/4" OD (per foot)	\$	0.60	\$	340.00					\$	204.00
	Tubing - Polyethylene: 1/2" OD (per foot)	\$	0.85								
	Tubing - Tygon: 3/8" STD (per foot)	\$	4.45								
	Tubing - Silicone: 3/8" STD (per foot)	\$	4.50	\$	4.50					\$	20.25
	PFA Tubing - 1/2-inch ID	\$	5.00								
	55-Gallon Drum	\$	55.00	\$	2.00					\$	110.00
	Cones, Baracades & Traffic Signs					\$	10.00				
	Gloves (Chemical Resistant)	\$	10.00								
	Level "B": Level "C1" plus SCBA					\$	210.00				
Safety	Level "C1": Level "C2" plus Polycoat Suit					\$	85.00				
	Level "C2": Level "D" plus Respirator					\$	40.00				
	Standby SCBA					\$	130.00				
	Routine Field and Safety Equipment					\$	130.00	\$	1.00	\$	130.00
	1 Inch Binder	\$	9.00								
	2 Inch Binder	\$	12.00								
	3 Inch Binder	\$	15.00								
	4 Inch Binder	\$	22.00								
Production		\$	5.00								
	Color Copies	\$	0.40		20					\$	8.00
	B/W Copies	\$	0.25		54					\$	13.50
	Document - Format/Sending	\$	15.00								
	Report CD Copy	\$	5.00								
	<u> </u>									\$1	,475.75
	PHASE	TC	TAL								



# ATTACHMENT 2 GENERAL TERMS AND CONDITIONS



### GENERAL TERMS AND CONDITIONS

**TERMS** - Invoices for services will be submitted by EnviroForensics, LLC (EnviroForensics) on a monthly basis or when the work is completed. Invoices will be due within 30 days of receipt.

**SAMPLES** - All soil samples will be disposed of 30 days after issuance of our report unless CLIENT advised EnviroForensics otherwise. Upon request, EnviroForensics will deliver samples to CLIENT at CLIENT's expense, or EnviroForensics will store them for an agreed storage charge. If the samples contain hazardous materials, the samples shall be deemed CLIENT's property at all times and CLIENT shall be responsible for the disposal of such samples.

**RIGHT OF ENTRY -** CLIENT shall provide for EnviroForensics right to enter from time to time the subject property operated by CLIENT and/or other(s) in order for EnviroForensics to fulfill the scope of services indicated hereunder. EnviroForensics will use reasonable care to minimize damage to property. However, CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT. If EnviroForensics is asked to restore the property, EnviroForensics will charge an additional amount to so restore the property.

BURIED UTILITIES - CLIENT will furnish to EnviroForensics information identifying the type and location of utility lines and other man-made objects beneath the site's surface to the extent CLIENT has such information. EnviroForensics will take reasonable precautions to avoid damaging these man-made objects. CLIENT agrees to waive any claim against EnviroForensics and to defend, indemnify and hold EnviroForensics harmless from any claim or liability for injury or loss allegedly arising from EnviroForensics damaging underground utilities or other man-made objects that were required to be called to EnviroForensics' attention or which were not properly located on plans furnished to EnviroForensics. EnviroForensics shall contact USA or other appropriate utility locating firms or entities to determine the location of underground utilities prior to commencement of work.

**LIMITATIONS OF LIABILITY -** CLIENT hereby agrees, that to the fullest extent permitted by law, where not covered by insurance, EnviroForensics' total liability to CLIENT, all consultants, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever, including without limitation, attorney's fees and costs, arising out of or in any way relating to the services covered by this AGREEMENT from any cause or causes including but not limited to EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the greater of the total amount paid by



the CLIENT for the services of EnviroForensics under this contract or \$1,000,000, whichever is greater.

**NO SPECIAL OR CONSEQUENTIAL DAMAGES -** CLIENT and EnviroForensics agree that, to the fullest extent permitted by law, EnviroForensics shall not be liable to the CLIENT for any special indirect or consequential damages whatsoever, whether caused by EnviroForensics' negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

**INDEMNIFICATION** - To the fullest extent permitted by law, net of EnviroForensics' insurance, CLIENT agrees to defend, indemnify and hold EnviroForensics, its agents, subcontractors and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages and other liabilities arising out of or in any way related to EnviroForensics' reports or recommendations concerning this AGREEMENT, EnviroForensics' presence on the project property, or the presence, release or threatened release of asbestos, hazardous substances or pollutants on or from the project property. However, in no event shall the CLIENT be required to indemnify EnviroForensics against liability for damages caused by the negligence or intentional misconduct of EnviroForensics its agents, subcontractors or employees.

GENERAL LIABILITY INSURANCE AND LIMITATION - EnviroForensics is protected by Workmen's Compensation and Employer's Liability Insurance, and by Public Liability Insurance of bodily injury and property damage with a combined limit of \$1,000,000, and will furnish certificates thereof upon request. EnviroForensics assumes the risk of damage to its own supplies and equipment proximately resulting from EnviroForensics' sole negligence or willful misconduct. If CLIENT's contract or purchase order places greater responsibilities upon EnviroForensics or requires further insurance coverage, EnviroForensics, if specifically directed by CLIENT, will take out additional insurance (if procurable) at CLIENT's expense; but EnviroForensics shall not be responsible for property damage from any cause, including fire, and explosion, beyond the amounts and coverage of EnviroForensics' insurance.

**STANDARD OF CARE** - Services performed by EnviroForensics under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** - If pollutants are discovered that pose unanticipated risks while EnviroForensics is performing these services, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that this contract shall immediately become subject to renegotiations or

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termination. In the event that the AGREEMENT is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that EnviroForensics shall be paid for our total charges for labor performed and reimbursable charges incurred to the date of terminations of the AGREEMENT, including, if necessary any additional labor or reimbursable charges incurred in demobilizing. CLIENT also agrees that the discovery of unanticipated hazardous substances may make it necessary for EnviroForensics to take immediate measures to protect health and safety. EnviroForensics agrees to notify CLIENT as soon as possible should unanticipated hazardous substances or suspected hazardous substances be encountered. CLIENT authorized EnviroForensics to take measures that in EnviroForensics' sole judgment are justified to preserve and protect the health and safety of EnviroForensics' personnel and the public. CLIENT agrees to request that its insurance carriers compensate EnviroForensics for the additional cost of working to protect employees and the public health and safety; however, EnviroForensics acknowledges that CLIENT shall have no obligation to pay any such invoices or any obligation under this agreement.

**AQUIFER CONTAMINATION** - Subsurface boring and sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other aqueous body not previously contaminated and capable of spreading hazardous materials. Because subsurface boring and sampling is a necessary aspect of the work which EnviroForensics will perform on CLIENT's behalf, CLIENT waives any claim against EnviroForensics for injury or loss which may arise as a result of alleged cross-contamination caused by EnviroForensics' work, provided that EnviroForensics was not negligent in its performance or supervision of the work.

**DISPUTES** - If a dispute arises out of or relating to this AGREEMENT or the breach thereof that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitrator Association, or other similar organization. If a lawsuit is filed and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees and other claim-related expenses.