

October 9, 2009

Attorney Edward Thompson
Clair Law Office
617 East Walworth Avenue
Delavan, WI 53115



RE: Work Plan and Cost Estimate for Remedial Actions and Closure Request at the Former Dutch Maid Dry Cleaners Located at 701 East Geneva Street in Delavan, Wisconsin — EDS Proposal # A091002; BRRTS Nos. 02-65-354526

Dear Attorney Thompson:

As requested, **Environmental & Development Solutions, Inc. (EDS)** submits this work plan and cost estimate for submittal to the Wisconsin Department of Natural Resources (DNR). The DNR requested remedial actions in their letter dated March 4, 2009. The scope of work in this proposal includes soil removal and disposal, capping of remaining impacts, active vapor mitigation and groundwater monitoring of the existing monitoring wells.

The following sections of this letter detail the scope of work requested for the site and associated costs. At the appropriate milestone, EDS will assist in applying for reimbursement of the costs outlined in this proposal through the Dry-Cleaner Environmental Response Fund (DERF).

Soil Removal and Disposal and Capping

EDS will complete the waste profiling for soil disposal and obtain a contained out determination from the DNR for disposal of soils from the site. Some impacted soils will remain on site but will be capped with clean fill. EDS will coordinate the removal and disposal of approximately 300 tons of solvent-impacted soil at a licensed sanitary landfill. The purpose of the soil removal will be to remove the surficial impacts and cap remaining impacts left in place. Vent pipes will be installed adjacent to the building during the backfilling procedures as part of the vapor mitigation. EDS will collect soil samples following excavation and submit up to eight samples under standard chain-of-custody protocol to a Wisconsin-certified laboratory for analyses of volatile organic compounds (VOCs).

DAVE
ALREADY
in 2003

Sub-Slab Vapor Mitigation

The vapor mitigation plan presented in this letter is intended to follow "Reference Handbook for Site-Specific Assessment of Subsurface Vapor Intrusion to Indoor Air". A ventilation point will be drilled in the northern portion of the building for sub slab depressurization of the sub soil. A PVC riser pipe will be installed within the ventilation point exhausted at the exterior roof line of the building. The riser

pipe will be sealed to the concrete floor and other penetrations and cracks within the concrete will be sealed. A ventilation fan will be applied in the vertical run outside the building. The fan will be sized to accommodate sufficient ventilation of the sub slab vapors. Based on the size of the building, it is believed that one extraction point will be sufficient. A communication test will be conducted to confirm that the sufficient communication has been gained. This work plan does provide a contingency cost for a second ventilation point.

Groundwater Monitoring

EDS will collect groundwater samples from seven monitoring wells for two sampling events. The groundwater samples will be submitted under standard chain-of-custody protocol to a Wisconsin-certified laboratory for analyses of VOCs. It is assumed that the wells will be accessible to conduct the sampling.

Documentation

EDS will prepare a report to document the soil removal, installation of the vapor mitigation system and groundwater monitoring procedures and results. EDS will evaluate if site closure with soil and groundwater GIS data packets is appropriate for the site.

Estimated Costs

The costs are estimated as follows:

| | | |
|--|-----------|---------------|
| Project Coordination | \$ 4,000 | Subs |
| Waste Profile and Work Preparation | 1,200 | |
| *Soil Removal, Transport, Disposal and Backfilling | 13,700 | 13,700 ✓ |
| Soil Sampling and Data Analysis | 2,460 | |
| *Soil Laboratory Services (8 @ \$55/ea) | 440 ✓ | 440 |
| Cap Maintenance Documentation | 400 | |
| *Vapor System Installation | 6,000 | 6,000 |
| Field Services and Data Analysis | 2,550 ✓ | |
| Vapor System Documentation | 400 | |
| Groundwater Sampling and Data Analysis (2 @ \$1,200/round) | 2,400 ✓ | |
| *Groundwater Laboratory Services (14 @ \$55/ea) | 770 ✓ | 770 |
| Project Management and Documentation | 3,400 | |
| Project Costs | \$ 37,720 | |
| | - 3,500 | 20,910 |
| | = | <u>17,410</u> |
| | 16,810 | 17,410 |
| | cont. | sub |

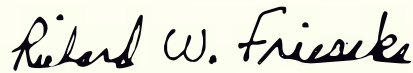
* The analytical laboratory, excavation contractor and landfill will be retained directly by client. The above costs will be invoiced on a time and material basis in accordance with the attached fee schedule and Agreement. The above costs are estimates based on the scope of work and assumptions described herein. The estimated costs do not include additional investigation, groundwater monitoring, remediation that may be required by the DNR or site closure and GIS fees. A second ventilation drop, if needed, is estimated to be approximately \$2,100. A cost estimate will be provided for additional services, if necessary. EDS will prepare a DERF reimbursement claim at the appropriate milestone.

We appreciate the opportunity to submit this proposal. To proceed, please sign the attached Agreement and return one copy to EDS for our records. Please contact us if you have any questions.

Respectfully,
ENVIRONMENTAL & DEVELOPMENT SOLUTIONS, INC.



Trenton J. Ott
Project Manager



Richard W. Frieseke, P.E.
President

A091002

ENVIRONMENTAL & DEVELOPMENT SOLUTIONS, INC.

AGREEMENT

THIS AGREEMENT is between Environmental & Development Solutions, Inc., (EDS), and ("Client"); whereas Client desires EDS to perform professional consulting services as described in the attached scope of work (EDS Proposal No. A091002 dated October 9, 2009). EDS agrees to perform these services in accordance with the terms and conditions set forth herein.

1. SERVICES

Services means those services to be performed by EDS as set forth in this scope of work and/or modified or added in writing or verbally on a task order basis. EDS represents that it will conduct its services with that degree of care and skill ordinarily exercised by members of the environmental consulting community practicing under similar conditions at the same time in the same or similar locality. EDS shall commence and complete the scope of work promptly following approval of this agreement.

EDS warrants that the services will be conducted in a professional manner. If EDS breaches the warranty, EDS shall be given the opportunity to correct any services. Any claim shall be in writing and such claim shall set forth in reasonable detail all known facts on which the claim is based.

2. REPORTS AND OWNERSHIP OF DOCUMENTS

EDS shall furnish two (2) copies of each report to Client. Additional copies will be furnished at the rates specified in the fee schedule. With the exception of the reports, all other documents relating to the preparation of the report are the property of EDS. EDS agrees to return all reports and information provided by Client.

3. COMPENSATION AND PAYMENT

The proposed costs are estimates made by EDS on the basis of its experience and judgment. Client shall pay EDS for services on a time and materials basis in accordance with the attached fee schedule unless the project proposal includes a lump sum fee. The project costs will not exceed the amount unless a change in the scope of work is necessary.

EDS shall submit monthly invoices for services provided and expenses incurred and not previously billed or included in any preceding invoice. Payment is due within 15 days of the date of the invoice. Any payment not received within 30 days of the date of the invoice shall be considered delinquent and the amounts due EDS thereafter shall include a finance charge of one and one-half percent (1.5%) per month for each month from the date of the invoice. If the Client has any objections to the invoice, Client make reasonable effort to provide EDS with a clear written statement within 30 days of the receipt of the invoice setting forth the objections.

4. ACCESS TO SITE AND INFORMATION

Client shall arrange for access to the site to conduct the planned field observations or services to EDS and the subcontractors. Client shall notify EDS of all known hazardous materials or conditions upon entering into this agreement. If new hazardous materials or conditions are discovered through the course of work performed under this agreement, EDS has the right to suspend services, or renegotiate the scope of services.

5. SITE RESTORATION

EDS or contractors shall take reasonable precautions to minimize damage to the site due to its operations. At Client's request, the site will be restored to the conditions existing prior to the operations at the cost of EDS and/or contractor.

6. INSURANCE COVERAGE

EDS represents that it maintains the following insurance coverage: Worker's Compensation Insurance (statutory), professional/pollution/general liability insurance (\$2,000,000 per occurrence and \$3,000,000 aggregate). Insurance certificates will be provided upon Client's request to evidence such coverage. In the event Client requires specific inclusions of coverage in addition to that obtained by EDS, or increased limits of liability in the EDS liability policies, the cost of such inclusions or increased limits shall be borne by the Client. EDS shall not be responsible for claims, damages, losses, and expenses arising out of or resulting from acts and/or omissions of the Client.

7. INDEPENDENT CONTRACTOR

EDS, in performing the Services shall be deemed an independent contractor and not an agent or employee of the client. EDS will coordinate subcontracted services as part of the scope of work.

8. SAMPLE HANDLING AND DISPOSAL

All samples of soil, water, and other samples will be discarded 30 days after sample collection unless the Client advises EDS in writing to the contrary. Upon request, samples will be delivered to the Client pursuant to Client's direction. EDS is not responsible for the generation, disposal, storage or transport of hazardous materials, such as drill cuttings and fluids, and shall not be named on any such waste manifests. Client will be charged for collection, shipment, delivery, delivery storage, and handling costs. EDS will assist Client with the disposal of materials if desired.

9. INDEMNIFICATION

EDS shall defend, hold harmless, and indemnify Client against any claim, liability, losses, demands, damages, fines, penalties, costs, and expenses (including reasonable attorneys fees) to the extent such matter arises from the negligence or willful misconduct of EDS. This indemnification shall be limited to the EDS insurance coverage and dollar amounts.

Client shall defend, hold harmless, and indemnify EDS against any claim, liability, losses, demands, damages, fines, penalties, costs, and expenses (including reasonable attorneys fees) to the extent such matter arises from the negligence or willful misconduct of Client.

In the event that there is joint negligence or willful misconduct, the losses, claims, damages, fines, penalties, costs, and expenses shall be prorated to reflect the relative degrees of fault.

10. TERMINATION

This Agreement may be suspended or terminated by either party upon at least seven (7) days written notice. Client shall pay EDS outstanding invoices and services performed and not yet invoiced as of the date the termination noticed was received.

11. THIRD-PARTY BENEFICIARIES

The services performed by EDS are for the benefit of Client and no other party. There are no third-party beneficiaries to this Agreement.

12. ASSIGNMENT

Neither party shall assign this Agreement without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

13. SEVERABILITY

In the event that any provision contained in this Agreement is deemed invalid, void or unenforceable, the other provisions shall remain binding upon the parties and in full force and effect.

14. ATTORNEYS FEES AND EXPENSES

In the event amounts owed hereunder by Client are past due and Client's bill is therefore referred to an attorney or agent for collection, Client agrees to pay reasonable attorney's or agent's fees that EDS incurs as a result of such collection.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin. In the event any legal action or proceeding is brought based upon the terms of this agreement, venue of the action or proceeding shall be in the County of Milwaukee, State of Wisconsin

16. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous oral or written representations or Agreements. Unless otherwise provided this Agreement shall not be modified except by written document signed by Client and EDS.

17. WISCONSIN CONSTRUCTION LIEN LAW

AS REQUIRED BY WISCONSIN LIEN LAW, EDS HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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, EDS, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS. ACCORDINGLY, OWNER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. EDS AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of EDS and on behalf of the Client and become bound to same this 9th day of October, 2009.

Environmental & Development Solutions, Inc.

Richard W. Frieseke
By: _____
Richard W. Frieseke
President

By: _____
Title: _____
Company/Organization: _____
Date: _____

Date: 10/09/09

Proposal No: A091002 Date: _____

Agreement.doc

FEE SCHEDULE

The charges for services provided by Environmental & Development Solutions, Inc. (EDS) will be invoiced at the following rates. The rates apply to all labor and resources used for the project, including the following: (1) project preparation and management; (2) fieldwork; (3) specialized equipment; (4) report preparation; (5) post-report consultation; (6) travel time and vehicle mileage to and from sites and meetings; and (7) miscellaneous expenses. The fees listed below may be subject to annual increases, on January 1 of each new year.

| <u>PROJECT STAFF</u> | <u>FEES (per hour)</u> |
|---------------------------------|------------------------|
| Draftsperson | \$50.00 |
| Field Technician | \$50.00 |
| Project Assistant | \$50.00 |
| Project Manager | \$75.00 |
| Project Engineer/Hydrogeologist | \$100.00 |
| Principal/Expert Witness | \$125.00 |

| <u>EQUIPMENT</u> | <u>FEES</u> |
|--|------------------|
| Vehicle Mileage | \$0.50 per mile |
| Photoionization Detector (1/2 day minimum) | \$75.00 per day |
| Electronic Scale | \$25.00 per day |
| Water Analyzer | \$67.00 per day |
| Water Level Meter | \$21.00 per day |
| Oil/Water Interface Meter | \$70.00 per day |
| Well Development Pump | \$20.00 per day |
| Well Sampling Equipment | \$20.00 per well |
| Water Filters for Metals | \$18.00 each |
| Filtering Apparatus | \$22.00 per day |
| Survey Equipment | \$38.00 per day |
| Metal Detector | \$47.00 per day |
| Submersible Pump | \$55.00 per day |
| 55-Gallon Drums | \$30.00 each |
| Power Auger Equipment | \$100.00 per day |

REPORTS

A total of 3 copies of each report will be furnished upon completion of the project.

Additional Copies \$25.00 each

EXPENSES

All unidentified expenses (i.e. subcontractors, express delivery, material costs, outside services, rental of special equipment, meals, accommodations, travel, etc.) will be billed at cost plus 15%.

TERMS

Invoices are to be paid within 15 days of the invoice date. Invoices will be submitted on a monthly basis and at project completion. Subcontracted services will be invoiced separately after they are completed. A monthly finance charge of 1.5% will be added to all unpaid invoices after 30 days.

Environmental & Development Solutions, Inc.

FS0909

Consulting

| Item Description | Unit Price | Estimated Quantity | Requested Additional | Units | Estimate | Requested Additional | Additional Budget |
|--|------------|--------------------|----------------------|-------|------------------------------------|----------------------|-------------------|
| Item 1: Work Plan and Waste Profile Preparation | | | | | | | |
| Documentation | 75 | 8 | | hour | \$600.00 | | |
| | | | | | Sub-Total = | \$600.00 | |
| Items 2: Soil Removal | | | | | | | |
| Project Coordination | 100 | 4 | | hour | \$400.00 | | |
| Scheduling | 100 | 3 | | hour | \$300.00 | | |
| Field Services | 50 | 8 | | hour | \$400.00 | | |
| Equipment/Expenses | 360 | 1 | | each | \$360.00 | | |
| Data Evaluation | 100 | 3 | | hour | \$300.00 | | |
| | | | | | Sub-Total = | \$1,760.00 | |
| Item 3: Cap Installation/Maintenance Plan | | | | | | | |
| Project Coordination | 100 | 3 | | hour | \$300.00 | | |
| Field Services | 50 | 4 | | hour | \$200.00 | | |
| Expenses/Equipment | 150 | 1 | | each | \$150.00 | | |
| Data Evaluation | 100 | 3 | | hour | \$300.00 | | |
| | | | | | Sub-Total = | \$950.00 | |
| Item 4: Groundwater Monitoring | | | | | | | |
| Project Coordination | 100 | 3 | | hour | \$300.00 | | |
| Field Services | 50 | 18 | | hour | \$900.00 | | |
| Expenses/Equipment | 150 | 2 | | each | \$300.00 | | |
| Data Evaluation | 100 | 9 | | hour | \$900.00 | | |
| | | | | | Sub-Total = | \$2,400.00 | |
| Item 5: Closure Documentation | | | | | | | |
| Drafting | 50 | 9 | | hour | \$450.00 | | |
| Documentation | 100 | 16 | | hour | \$1,600.00 | | |
| | | | | | Sub-Total = | \$2,050.00 | |
| | | | | | Consulting Services Total = | \$7,760 | |

Consulting

| Additional Item Description | Unit Price | Estimated Quantity | Requested Additional | Units | Estimate | Requested Additional | Revised Budget |
|-----------------------------|------------|--------------------|----------------------|-------|--|----------------------|----------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | Consulting Contingency Services Total = | \$0 | \$0 |

WRONG
ATTACH-

JAA
3-29-10

Commodity

| Item Description | Unit Price | Approved Quantity | Requested Additional | Units | Estimate | Requested Additional | Revised Budget |
|---------------------------------------|------------|-------------------|----------------------|--------------------|--------------------|----------------------|----------------|
| Item 1: Waste Profile Sampling | | | | | | | |
| Analytical Testing | 500 | 1 | | lump | \$500.00 | \$0.00 | |
| | | | | Sub-Total = | \$500.00 | \$0.00 | |
| Item 2: Soil Removal/Capping | | | | | | | |
| Contractor | | | | | | | |
| Mobilization | 500 | 1 | | lump | \$500.00 | \$0.00 | |
| Excavation | 4 | 300 | | tons | \$1,200.00 | \$0.00 | |
| Trucking | 6 | 300 | | tons | \$1,800.00 | \$0.00 | |
| Backfill/Caping | 4 | 300 | | tons | \$1,200.00 | \$0.00 | |
| Disposal | 30 | 300 | | tons | \$9,000.00 | \$0.00 | |
| Analytical Testing | 60 | 8 | | each | \$480.00 | \$0.00 | |
| | | | | Sub-Total = | \$14,180.00 | \$0.00 | |
| Item 4: Groundwater Monitoring | | | | | | | |
| Analytical Testing | 60 | 15 | | each | \$900.00 | \$0.00 | |
| Water Drum Disposal | 175 | 1 | | each | \$175.00 | \$0.00 | |
| | | | | Sub-Total = | \$1,075.00 | \$0.00 | |
| Commodity Services Total = | | | | | \$15,755 | \$0 | \$0 |