



# DAKOTA ENVIRONMENTAL OF WISCONSIN, INC.

Environmental Contractors...Remedial Specialists

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DEPARTMENT OF  
NATURAL RESOURCES  
SED  
1996 FEB 26 PM 1:34

February 23, 1996

Mr. Scott J. Ferguson, Hydrogeologist  
Hazardous Waste Management Section  
Wisconsin Department of Natural Resources - Southeast District  
4041 N. Richard's Street  
PO Box 12436  
Milwaukee, WI 53212

SUBJECT: Mallory Improvement/1005 Perkins Avenue of Waukesha Site Work Plan  
→ FID#268091890, HW/GENCL  
Waukesha, Wisconsin

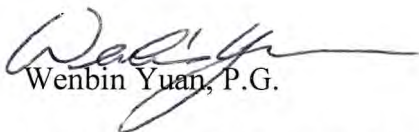
Dear Scott:

Dakota Environmental of Wisconsin, Inc. (DEW) has been contracted by Mallory Improvement to complete a work plan for the above referenced site. Based on our initial site investigation plan dated on December 30, 1995, the geophysical survey results (November 12, 1995), previous reports and your letter of December 12, 1995, DEW prepared the enclosed report entitled: "Site Investigation Work Plan" for your review and approval.

This site has a fairly complicated background. DEW and DEW's client will reserve the right to modify the Work Plan. Although our client is committed to take all necessary actions to remediate the site, the implementation of the proposed schedule will depend on the progress of the settlement among the responsible parties and any further findings about the site.

DEW appreciates your timely response. Please call me if have any questions about this Work Plan.

Sincerely,

  
Wenbin Yuan, P.G.

Enclosure: Site Investigation Work Plan for the 1005 Perkins Avenue Site,  
Waukesha, Wisconsin

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DEPARTMENT OF  
NATURAL RESOURCES  
SED  
1996 FEB 26 PM 1: 34

Site Investigation Work Plan  
For the 1005 Perkins Avenue Site  
Waukesha, WI

WDNR #: PID 268 09189 0, County of Waukesha, HW/GENCL  
DEW #: 95101103

This Work Plan is Prepared for:

Mr. Frank Giuffre, Sr.  
Mallory Improvements  
6635 S. 13th Street  
Milwaukee, WI 53221

and

Wisconsin Department  
of Natural Resources

January 24, 1996



## DAKOTA ENVIRONMENTAL

Environmental Engineers...Hydrogeologists...Geologists...Remedial Specialists

*"Yours for a cleaner Earth"*

### Wisconsin Office

S15 W. 22600  
Arcadian Avenue  
Waukesha, WI 53186  
1-800-533-6327

### Illinois Office

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Chicago, IL 60611  
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1-800-888-0423

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## 1.0 INTRODUCTION

Dakota Environmental of Wisconsin, Inc. (CONSULTANT) has been retained by Mr. Frank Giuffre of Mallory Improvements (CLIENT) to prepare this site investigation work plan for the 1005 Perkins Avenue property, Waukesha, Wisconsin, owned by CLIENT. A geophysical survey was performed using a GEM GSM-19 proton precession gradiometer equipped with two sensors mounted vertically on a staff. The geophysical survey results at the site and the proposed scope of work based on our understanding of the site conditions and the letters from the Wisconsin Department of Natural Resources (WDNR) are discussed in the following sections.

## 2.0 BACKGROUND REVIEW

### 2.1 Site Condition Description

The site is located in an industrial and residential area northeast of Waukesha, WI (see Figure 1). It encompasses 16 acres of land and is separated into two portions by a railroad together with a small unnamed creek, see Figure 2. The west portion is occupied by approximately 245,000 square feet of facility buildings together with parking lots. The building is now divided into rental warehouse spaces and office spaces. The east portion of the property is basically a vacant lot with a storage shed on the northern boundary. A metal fence further divides the eastern parcel into two portions as shown in Figure 2.

A fill area is located on the eastern portion of the property which covers approximately 150' x 150' as shown in Figure 2. The fill consists of bricks, gravel, cement blocks, scrap metal, and other debris. Polychlorinated biphenols (PCBs) were detected in surface and test pit sampling during a three phase investigations conducted by Versar, Inc. (Versar) in November 1993. A series of seven test pits were advanced at the fill area and soil samples were taken from each test pit. Analytical results indicate the presence of PCBs in only two of the test pits. Three soil borings were advanced and converted into monitoring wells at the site. The analytical results of the groundwater sampling indicate the absence of any of those parameters commonly associated with foundry sand. Versar concluded in the Phase III report that the source of PCBs is unknown and it appears the contamination is localized. Initial site remedial activities, mainly soil excavation and removal of 175.49 tons of hazardous and 292.55 tons of non-hazardous soil, were performed by E & K Hazardous Waste in December 1993.

On November 11, 1993, Wisconsin Department of Natural Resources (WDNR) began to investigate the site to determine the validity of an anonymous complaint

alleging the disposal of hundreds of 55-gallon drums containing waste paints and solvents in the property. The WDNR personnel did find partially exposed 30-gallon drums in the northeast corner of the site. One soil sample and two waste samples were taken from the site, and all samples showed high levels of heavy metals, including chromium and lead.

Upon the review of the site conditions and negotiation between responsible parties and the WDNR personnel in a meeting held on September 27, 1995, the WDNR required that a site investigation plan and a site remediation be performed (WDNR letter of October 2, 1995). This work plan is to address the WDNR requirements for the site investigation.

From December 11th through 24th, 1995, DEW and Northern Environmental, Inc. conducted a geophysical survey on a targeted area of 260' x 300' where some drums were exposed and other drums were suspected. The geophysical survey result revealed areas of magnetic gradient anomalies over 1/2 of the survey covered areas. It also revealed a 40' x 50' old building foundation with re-bars. The investigation area is focused in the eastern portion from the fence that divides the eastern parcel as shown in Figure 2.

## **2.2 Site History**

The current site owners are Dominick J. Giuffre and Frank P. Giuffre, Mallory Improvements, 6635 S. 13th Street, Milwaukee, WI 53221. (414)764-9200. Mallory Improvements purchased this property from VME Americas, Inc. (VME) in February, 1993. VME's current address is 1 West Pack Square, Asheville, North Carolina 28801, (704)257-2528. VME used the property from 1981 to 1993. Prior to VME, the property was owned and operated by Hein-Werner from 1955 to 1981.

The facility was used for manufacturing and assembling heavy construction equipment from 1955 to 1992. The western portion of the property was basically used for manufacturing activities, while the eastern portion was used for demonstrating and testing the construction equipment manufactured by the previous owners/operators of the facility.

The complete inventory of waste generated during the past manufacturing operations is not known at this time. No party has claimed responsibility for the disposal of hazardous waste at this property.

An underground storage tank (UST) Closure Checklist report dated November 21, 1993, was prepared for the VME Americas Inc. by Versar Inc. Five petroleum and hydraulic oil USTs were removed from the eastern portion of the property and

a UST removal assessment was performed by Versar, Inc. Contaminated soil excavation was conducted to remove the impacted soil from the tank locations.

During the Phase I property assessment, fill material was identified at the ground surface in the eastern parcel of the property (Versar, Inc., July 1992). The eastern parcel of the property was further investigated and remediated through Phase IIA and IIB (Versar, October 1992), Phase III (Versar, November 1993), Summary of groundwater investigation results (Versar, December 1993) and a June 1994 supplemental report (Versar, June 1994) stages.

### **2.3 Site Geology and Hydrology**

According to Versar's report, varying thickness of borrow fill was placed across the site. The fill consists of a conglomeration of clay, silt, sand, gravel, spent casting or foundry sand, brick, wood, metal, and concrete. Glacial till underlies several feet below the fill and extends to a depth on average 9 ft. below the ground surface. Poorly sorted outwash sand and sandy gravel underlie the till. The sandy material is saturated and contains trace amount of fines. The outwash base is located approximately 22 ft. below ground surface. Lacustrine silt and clayey silt are located under the outwash. The silty deposits grades to fine sand at approximately 40 ft. below the ground surface. The fine sand layer represents the erosion deposit over the bedrock. Silurian dolomite bedrock was encountered at the depth around 40 to 45 ft. below ground surface according to the boring logs.

The poorly sorted sandy outwash located at the depth between 9 and 22 ft. is considered a shallow aquifer. It is confined or partially confined by the upper till. The Lacustrine silt and clayey silt located under the outwash is considered a confining layer with low conductivity. The erosion sand together with the jointed dolomite functioned as an aquifer.

The surface water drains to a small unnamed creek which flows across the middle of the property (see Figure 2). It divides the property into two portions together with the railroad tracks. The groundwater which flows from east to west under the site and is likely discharging into the unnamed stream west of the site (Versar, November 1993).

Local residents are furnished with potable water obtained from deep wells (~2,000 ft. deep, Versar Inc., 1993). The nearest potable water supply well is approximately one mile southwest of the site.

### **2.4 Geophysical Survey Results**

Based on the meeting of September 25, 1995, DEW and Northern Environmental, Inc. conducted a geophysical survey to investigate the east parcel of the property in an attempt to delineate the potential extent of the buried drum areas. The investigation started on December 11, 1995 and finished on December 14, 1995. A grid density of 10' x 10' was used for over an area of 280' x 300' (approximately 2 acres) as shown in Figure 3. The stakes were planted with a grid of 20' x 20' and later surveyed by DEW's crew based on the area that showed exposed drums.

The magnetic data were collected on north-south profiles at ten-foot centers to ensure the capability of detecting a single buried drum. The survey grid and area was established by DEW. The survey was performed using a GEM GSM-19 proton precession gradiometer equipped with two sensors mounted vertically on a staff. The gradiometer has a sensitivity of 0.1 nanotesla per meter (nT/m) and a gradient tolerance over 7000 nT/m. A vertical magnetic gradient survey was selected, as opposed to a total vertical magnetic field survey, because the gradiometer provides greater detail by resolving complex or composite anomalies and effectively removes diurnal variations, including magnetic storms. The vertical magnetic gradient is the difference in intensity of the two sensors divided by the distance between the sensors measured at the midpoint of the sensor spacing.

Anomalies are shown over 50% of the surveyed area. The highest anomalies are shown in the northeast, central and west areas of the survey coverage. The anomalies can be a result of scrap metals or buried drums. The area which was covered with re-bar enforced concrete foundation was shown in the north central area. The vertical magnetic gradient map is shown in Figure 4.

As shown in Figure 4, the extent of the magnetic anomalies does not terminate on the boundaries of the survey covered area. This result indicates that an entire site survey on the eastern portion of the property east of the fence may be needed to define the extent of the magnetic anomalies which should reflect the buried scrap metals and drums. The vertical extent of the potential drums and scrap metals can not be calculated from the current geophysical survey results.

### **3.0 OBJECTIVE OF WORK**

The Work Plan is prepared for the Client to define the scope of work, sequence of work, and the estimated cost of the work. The scope of work and procedures for this project are prepared in accordance with the WDNR's requirements (i.e. Michael Ellenbecker, March 7, 1995, Debby Roszak, October 2, 1995) and the guideline of Closure of Unlicensed Hazardous Waste Treatment, Storage, and Disposal Facilities (WDNR, 1994).

During the time the geophysical survey in December 1995 was conducted, DEW received a written response from Mr. Scott Ferguson, WDNR hydrogeologist, on December 12,

1995, indicating that WDNR requests all areas of the property not covered by manmade structures be included in the geophysical survey. The letter also indicated the workplan should provide recommendations for any needed future actions (additional investigations, hazardous waste determinations, excavations or clean-up activities) that are required.

The objective of this workplan is to define the extent and degree of contamination caused by the previous facility operation at the referred site. Since hazardous waste has been confirmed by the WDNR sampling, surveying for additional drums/waste disposal areas, if any, and determining the waste characteristics are also part of the project. A site remedial action plan can be developed based on the results of the proposed site investigation.

#### 4.0 SCOPE OF WORK

The scope of work of the site investigation will include:

1. *Perform an additional geophysical site survey to cover the entire eastern parcel area (approximately 7 acres) to locate any buried drums or scrap metal areas. A magnetometer survey will be employed. The magnetic data will be collected on north-south profiles at ten-foot centers to ensure the capability of detecting a single buried drum as directed by WDNR. The proposed survey grid is shown in Figure 5. The grid stakes will be surveyed to ensure the accuracy. An optional approach is to survey the northwestern portion of the parcel due to the fact that the soil borings installed at the site by Versar, Inc. (Versar, Inc. 1992) showed PCB contamination only in TP-1 and TP-2 and the reported location of drums is in the northwest corner.*

The survey will be performed using a GEM GSM-19 proton precession gradiometer equipped with two sensors mounted vertically on a staff. The gradiometer will have a sensitivity of 0.1 nT/m and a gradient tolerance over 7000 nT/m. A vertical magnetic gradient survey was selected because the gradiometer provides greater detail by resolving complex or composite anomalies and can effectively remove diurnal variations, including magnetic storms.

A comprehensive geophysical survey report will be provided. This technology will be able to identify the possible extent of buried drums, scrap metals or other indicative metals. Because there is little risk of generating dust during the geophysical survey, a modified level D protection for personnel health and safety will be used.

2. *Expose each identified potential drum/waste area and retrieve waste samples from the waste drums or waste burial pits by backhoe digging. This phase of work is designed to confirm the survey results and to characterize the contaminants in the waste by sampling and analyzing soil samples to be retrieved by backhoe digging.*



Send 20 to 60 representative waste samples from the drums or pits identified by the geophysical survey for analysis of VOCs and selected heavy metals. The actual number of samples will depend on the number of drums and extent of the contamination. A level C protection for health and safety is expected. The work is preferably conducted before summer to avoid dust problem. The actual efforts and extents of exploratory digging will depend upon the results of additional geophysical survey.

3. *Analyze the data generated through the site investigation and provide a report based on the project results.* A comprehensive site investigation report will be prepared based on the existing data.
4. *Develop remedial action recommendations for the site.* A brief description of the future remedial plan will be included in the report, which will evaluate various options and rationales for the selection of the remedial technologies. A site remedial plan can be developed based on the data and recommendations.

Based on the fact that the known or suspected contaminants are solvents and paint related heavy metals, DEW plans to analyze VOCs for all of the samples using the EPA 8260/SW846 methodologies for the testing. Eight major toxic metals, namely Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver, will be analyzed by a certified lab for each soil sample.

## 5.0 SCHEDULE OF WORK IMPLEMENTATION

Upon the review and approval of your company and the WDNR, DEW proposes to use the following schedule for the site investigation:

February - 1996	Work Plan Review, Modification, and Approval by WDNR and RPs
March - 1996	Additional Grid Survey and Geophysical Survey and Survey Report Preparation
April - 1996	Survey report review by clients and WDNR
May - 1996	Exploration Digging, Sampling, and Testing
June - 1996	Site Investigation Report (draft)
July - 1996	Review and modification, Supplemental Data Gathering (if required)
August - 1996	Final Report and Remedial Action Plan Development

Above are the projected schedules for the project. The schedule may be revised when circumstance dictates. Hopefully, a remedial design can be completed and the remedial action can be initiated within 1996. DEW plans to include the drum removal and waste

excavation, if needed, in the remedial phase of the project. This will allow sufficient time to characterize the contaminants and evaluate the most economic and effective remedial options for the site.

## **6.0 SITE SAFETY AND INVESTIGATION GENERATED WASTE MANAGEMENT**

According to the site's known history, only containers (cans and drums) with paints or paint-related wastes together with industrial solvents are identified or suspected at this site. The major potential hazardous concerns are from the solvents and heavy metals. DEW believes that a modified OSHA Level D protection for the geophysical survey work crew with precautions in avoiding inhaling, congestion, and fire will be sufficient for the operation of the geophysical survey investigation. The intrusive backhoe digging and sampling stage can be an OSHA level C protection with a filtered breathing apparatus. A site safety and health plan will be developed prior to the site investigation and administered during the investigation.

Since the concentration of contaminants can only be identified after the sampling, the soil or waste excavated from the exploration digging will be backfilled with the initial excavated materials after the sampling. This procedure will avoid surface water run-off or run-on problems. Upon the characterization of the contamination, further decision of the site clean-up will be made to handle the wastes.

A decontamination station will be established during the site investigation. The decontamination water will be contained in drums for further disposal decisions.

## 7.0 ACCEPTANCE AND AGREEMENT

CLIENT acknowledges and approves the above work plan and the attached Appendices 1, 2 and 3. CLIENT hereby authorizes, by signing below, the CONSULTANT to proceed with the proposed scope of work. Client agrees to pay for all the services rendered through this project in the proposed scope of work within 30 days after the reception of the progressive project cost invoices. The Magnetic Gradiometer Survey Data is in Appendix 1, a General Terms and Conditions is attached in Appendix 2, while a cost estimation is in the Appendix 3. The recommendations and proposed scope of work in this report is subject to the limitations attached in Appendix 4.

### CLIENT:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name(Print): Frank P. Giuffre, Sr. Title: President  
Company Name: Giuffre Brothers Cranes, Inc.  
Address: 6635 S. 13th Street, Milwaukee, WI 53221

### CONSULTANT:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name(Print): Wenbin Yuan Title: General Manager

This Work Plan is prepared by:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
Minghua Wan, Professional Geologist (#92)

This Work Plan is reviewed by:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
Wenbin Yuan, Professional Geologist (#95)

- Attachments:
1. Magnetic Gradiometer Survey Data (Appendix 1)
  2. DEW's Terms & Conditions of Engagement (Appendix 2)
  3. Cost Estimation (Appendix 3)

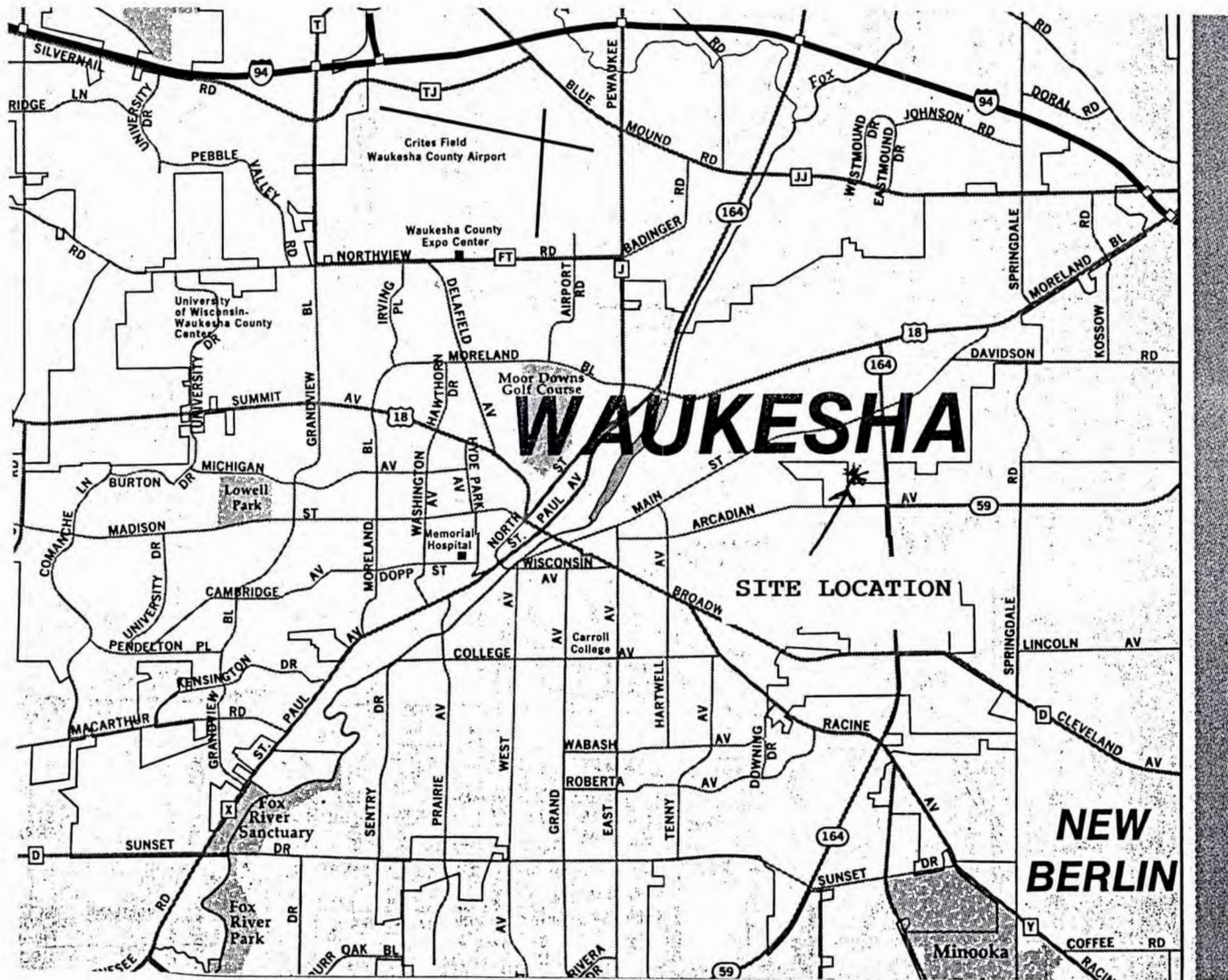


FIG NO.: 1

DATE: 12/29/95

FIG NAME: Site Location Map

SITE NAME: VME

SCALE AS SHOWN

DESIGNED BY: Dakota Environmental  
DRAWN BY: J.A.M.

DAKOTA ENVIRONMENTAL OF WI, INC.  
S15 W22600 ARCADIAN AVE.  
WAUKESHA, WISCONSIN  
414-548-8884 or 1-800-533-6327



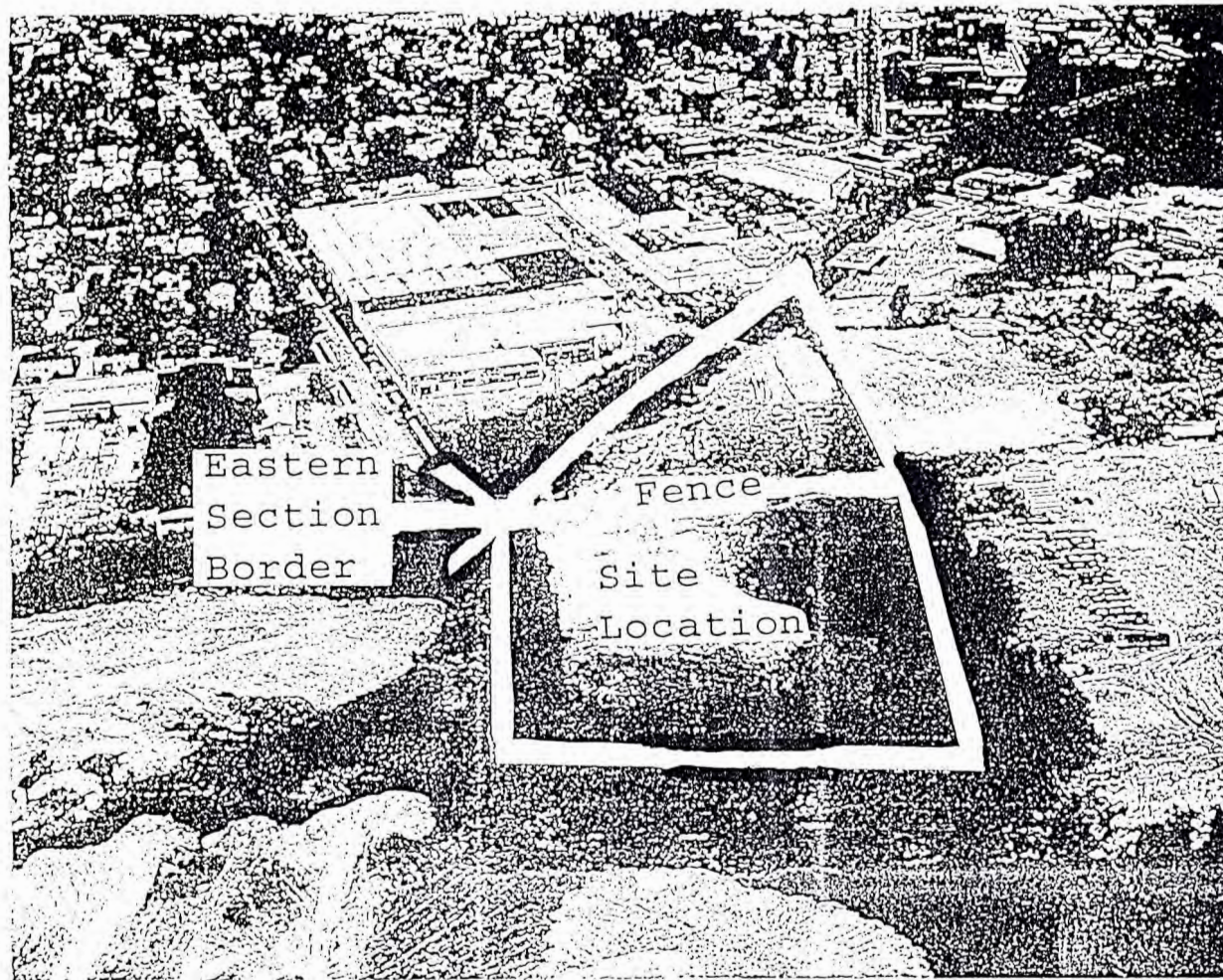


FIG NO.: 2

DATE: 12/29/95

FIG NAME: Property Features Map

SITE NAME: VME

SCALE AS SHOWN

DESIGNED BY: Dakota Environmental

DRAWN BY: J.A.M.

DAKOTA ENVIRONMENTAL OF WI, INC.  
S15 W22600 ARCADIAN AVE.  
WAUKESHA, WISCONSIN  
414-548-8884 or 1-800-533-6327



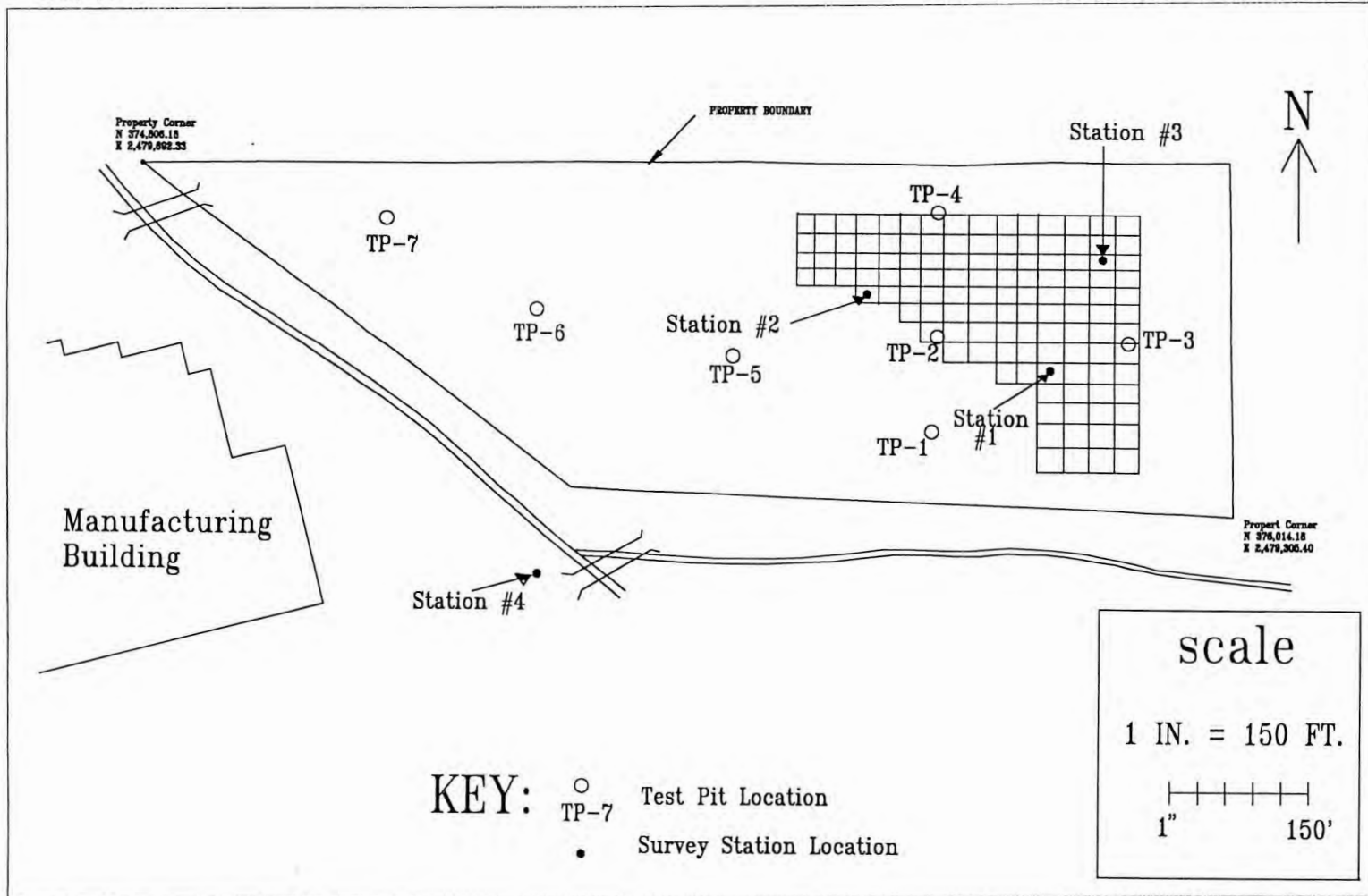


FIG NO.: 3

DATE: 12/29/95

FIG NAME: Preliminary Survey Area & Grid

SITE NAME: VME

SCALE AS SHOWN

DESIGNED BY: Dakota Environmental  
DRAWN BY: J.A.M.

DAKOTA ENVIRONMENTAL OF WI, INC.  
S15 W22600 ARCADIAN AVE.  
WAUKESHA, WISCONSIN  
414-548-8884 or 1-800-533-6327



# Vertical Magnetic Gradient

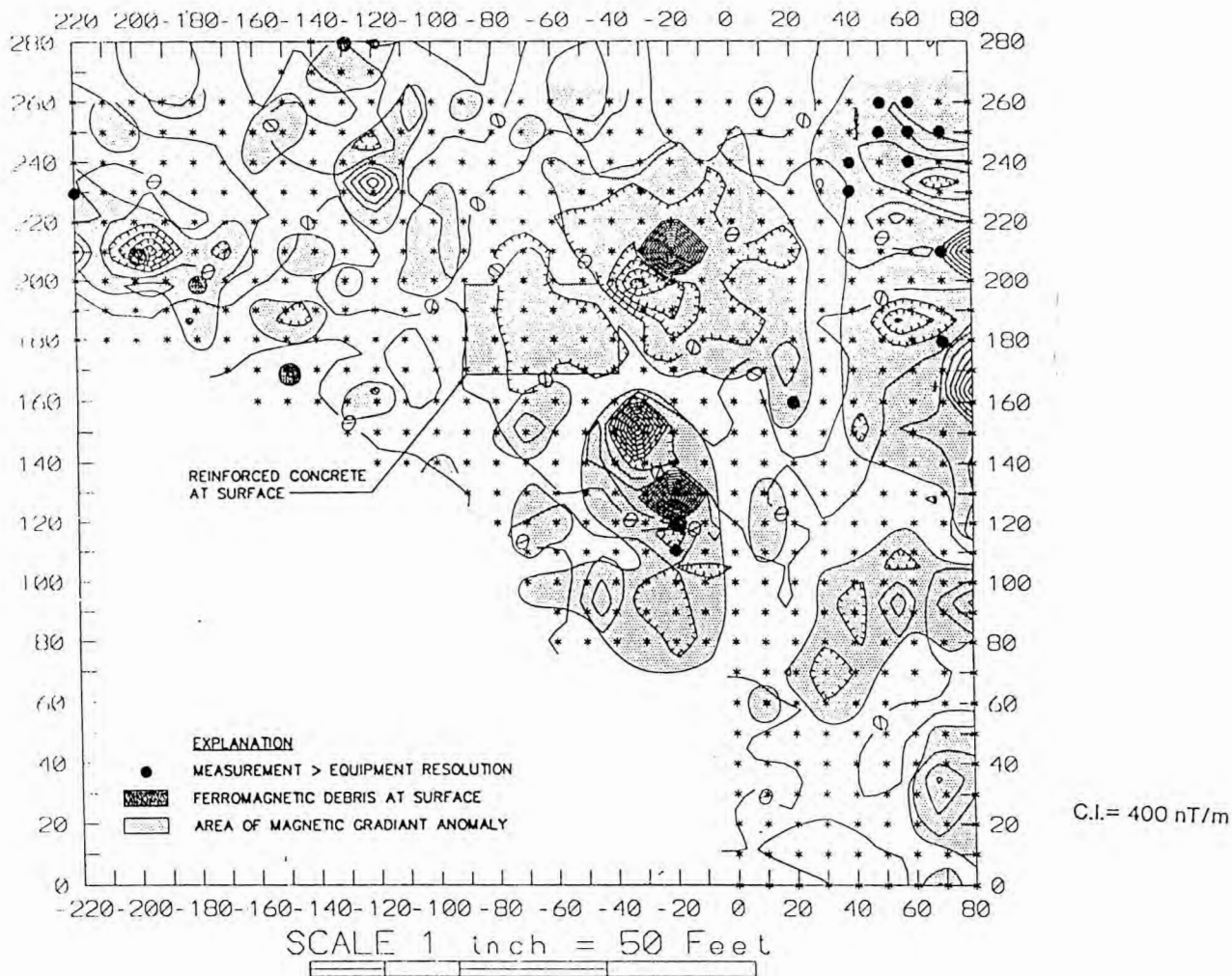


FIG NO.: **4**      DATE: **12/29/95**

FIG NAME: **Preliminary Magnetic Results**

SITE NAME: **VME**

**SCALE AS SHOWN**

DESIGNED BY: **Dakota Environmental**  
DRAWN BY: **J.A.M.**

DAKOTA ENVIRONMENTAL OF WI, INC.  
S15 W22600 ARCADIAN AVE.  
WAUKESHA, WISCONSIN  
414-548-8884 or 1-800-533-6327



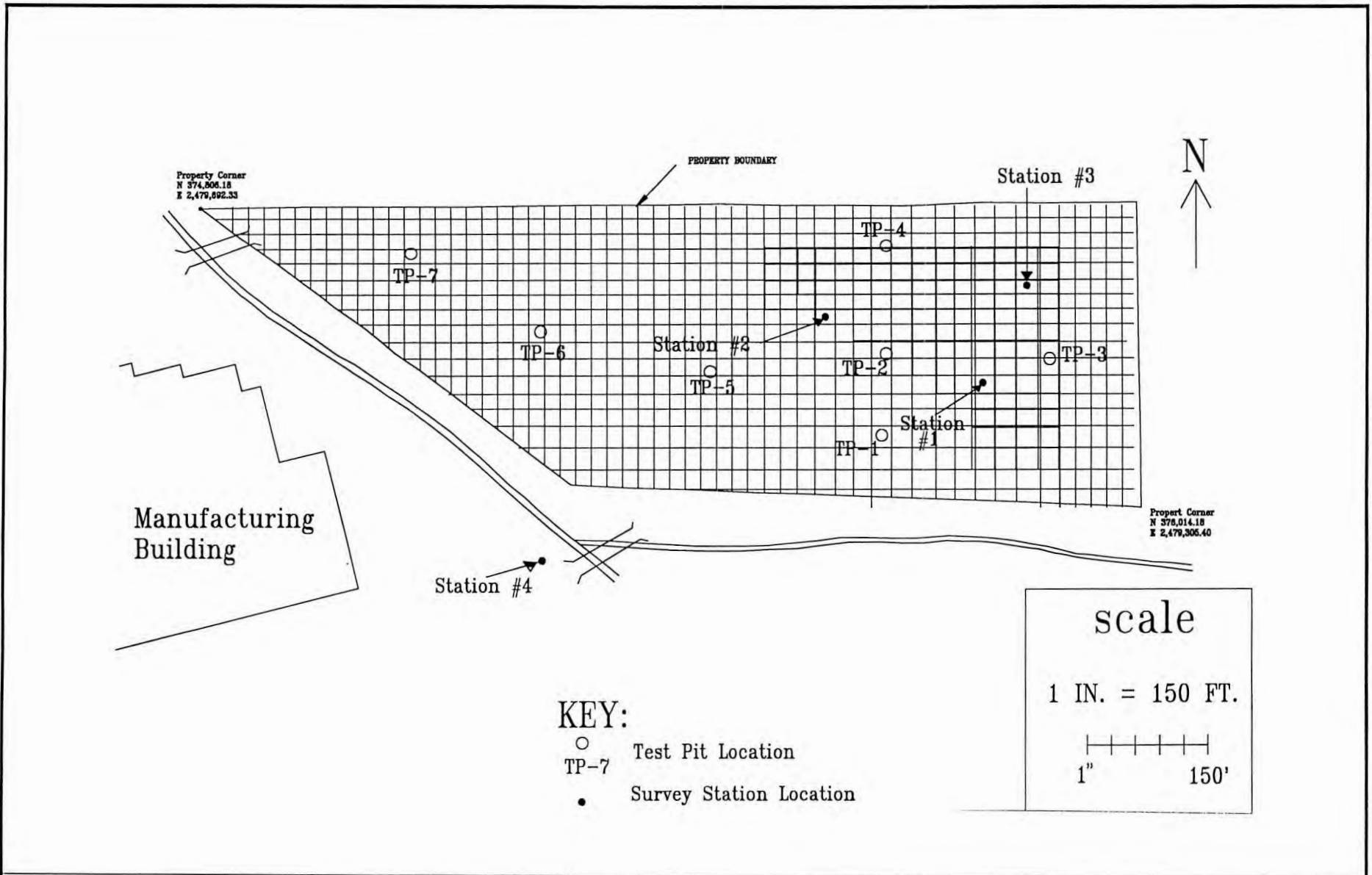


FIG NO.: 5      DATE: 12/29/95


FIG NAME: PROPOSED MAGNETIC SURVEY GRID

SITE NAME: VME

SCALE AS SHOWN

DESIGNED BY: Dakota Environmental  
DRAWN BY: J.A.M.

DAKOTA ENVIRONMENTAL OF WI, INC.  
S15 W22600 ARCADIAN AVE.  
WAUKESHA, WISCONSIN  
414-548-8884 or 1-800-533-6327





## APPENDIX 1

### Magnetic Gradiometer Survey Data (12/12/95)

# LETTER OF TRANSMITTAL

**Northern Environmental**<sup>SM</sup>  
Hydrologists • Engineers • Geologists

1214 West Venture Court 1-414-241-3133  
Mequon Wisconsin 53092 Toll Free 1-800-776-7140  
Fax 1-414-241-8222

DATE	12-15-95	PROJECT NO.	26W17121
ATTENTION	WENBIN YUAN		
RE	Map Survey		

TO: DAKOTA ENVIRONMENTAL  
515 N22600 ARCADIAN AVE.  
WALKESTON, WI 53186

## WE ARE SENDING YOU

- Attached       Under separate cover
- Shop Drawings       Specifications       Plans
- Copy of letter       Samples       Change order
- \_\_\_\_\_

COPIES	DESCRIPTION
1	Map Map Grid Numbers - PRELIMINARY

## THESE ARE TRANSMITTED (see code)

- |                                |                           |   |
|--------------------------------|---------------------------|---|
| A. For Approval                | F. No Exceptions Taken    | J. Resubmit _____ Copies for Review     |
| B. For Your Use                | G. Make Noted Corrections | K. Submit _____ Copies for Distribution |
| <u>C.</u> As Requested         | H. Amend & Resubmit       | L. Return _____ Corrected Prints        |
| D. For Review and Comment      | I. _____                  | M. Review and Sign _____                |
| E. For Bids Due _____ 19 _____ |                           |   |

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COPY TO: \_\_\_\_\_  
\_\_\_\_\_

SIGNED: J. D. Hall

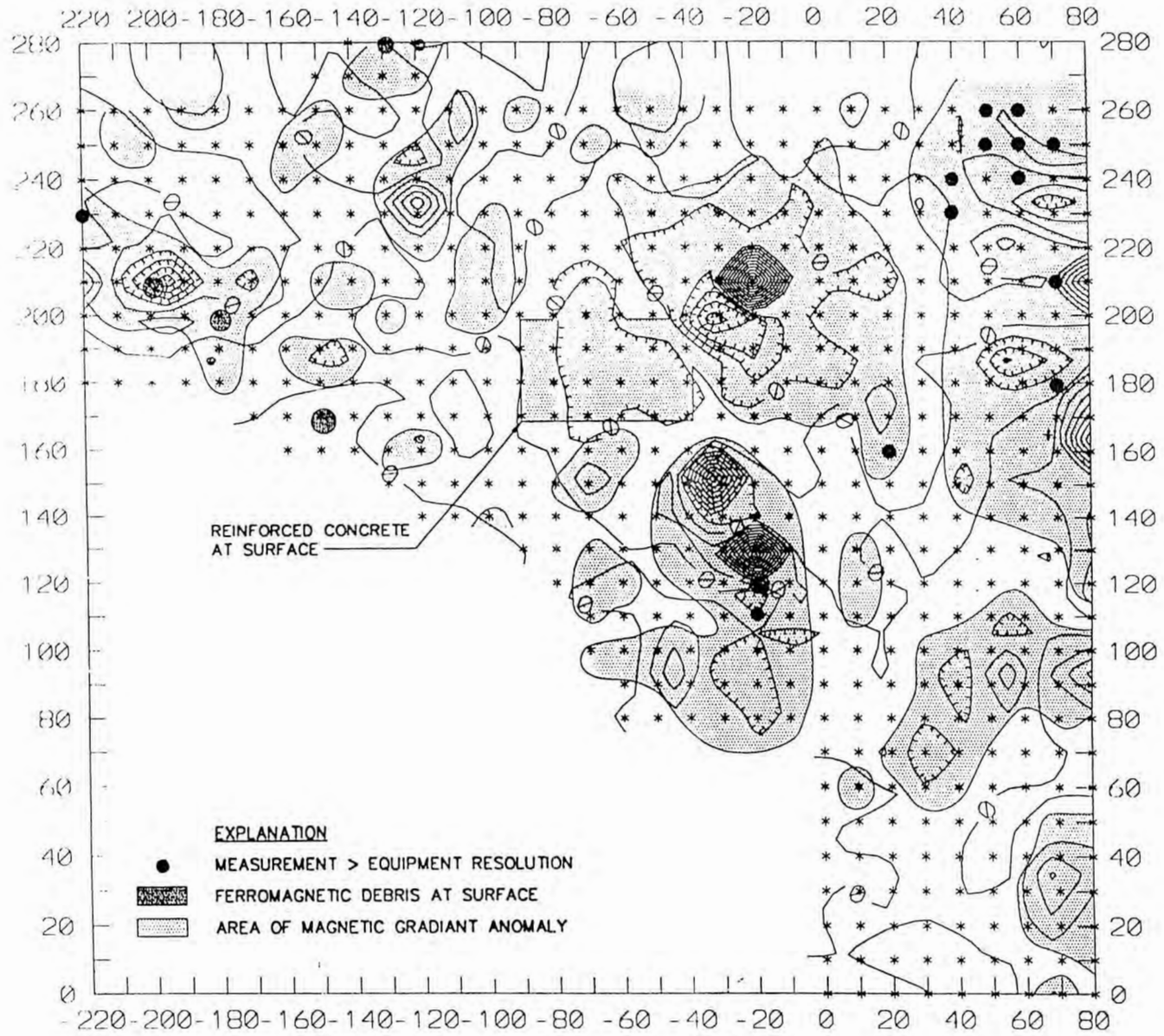
## Investigation Results

The vertical magnetic gradient survey results are shown in Figure 1. The data were contoured using a contour interval of 400 nanotesla per meter (nT/m). The profiles are numbered sequentially from the zero profile 80 feet west of the east side of the survey area. Profile stations are numbered sequentially from south to north.

Areas where isolated ferromagnetic (metallic) debris was observed on the surface (e.g. Station -180, 200) are indicated by darkly shaded circles. Stations where the vertical magnetic gradient was greater than the resolution of the equipment ( $>7000$  nT/m) and no measurements were recorded are indicated by black circles. It is likely that ferromagnetic material, such as one or more drums, are buried near the surface at these stations. An area of concrete debris containing iron reinforcement bar, indicated by a lightly shaded rectangular area, was observed near the center of the survey. This area may contain additional ferromagnetic material beneath the concrete debris.

The remaining lightly shaded areas contain composite and single station positive and negative anomalies. The magnitude of the composite anomalies ranged between 5732 nT/m at Station -20, 130 to -5978 nT/m at Station -30, 150. The magnitude of the isolated single station anomalies ranged from several hundred positive to several hundred negative nT/m. The source of the composite and single station anomalies is buried ferromagnetic material. The composite anomalies may consist of one large group or several smaller groups of ferromagnetic material, such as drums or other metallic objects. The single station anomalies may consist of a single ferromagnetic object, such as an isolated drum or other metallic object. Depths of burial were not estimated as part of this survey. The survey results indicate that buried ferromagnetic material extends beyond the limits of the survey area.

# Vertical Magnetic Gradient



SCALE 1 inch = 50 Feet

Dakota Environmental		Perkins Ave. Site		
Timer	Dist. East (Ft)	Dist. North (Ft)	Magnetic Intensity (nT)	Gradient (nT/m)
145	0	0	57277.06	145.42
212	0	10	56968.77	-67.58
227	0	20	57004.44	84.07
245	0	30	56477.54	-152.51
300	0	40	56389.87	-209.01
318	0	50	56625.54	-62.46
333	0	60	56753.38	-10.53
354	0	70	56920.52	59.5
415	0	80	57190.84	319.58
430	0	90	57223.21	211.23
442	0	100	56861.95	-82.82
506	0	110	57266.08	228.41
518	0	120	57354.57	343.73
539	0	130	56360.58	-361.75
554	0	140	56676.6	-63.14
612	0	150	56792.84	-7.51
627	0	160	56621.74	-71.64
727	0	170	56555.72	-81.6
739	0	180	56680.64	49.21
754	0	190	56176.72	-287.76
812	0	200	57098.44	263
830	0	210	56852.45	-40.92
854	0	220	56933.47	72.8
915	0	230	57027.31	159.12
939	0	240	56644.8	-113.71
1136	0	250	56388.16	-215.44
1200	0	260	56789.52	28.96
1506	10	260	56997.42	635.46
1603	10	250	56643.52	-23.96
1642	10	240	56620.64	-26.87
1715	10	230	56704.26	25.26
1757	10	220	56574.67	217.75
1845	10	210	56648.11	-109.94
1921	10	200	56935.47	103.39
1948	10	190	56883.93	43.16
2009	10	180	56974.15	102.28
2042	10	170	56848.79	45.3
2106	10	160	56702.84	-278.12
2145	10	150	56762.36	-88.05
2206	10	140	56885.26	35.48
2248	10	130	57015.42	188.87
2312	10	120	55777.15	-766
2327	10	110	56863.4	186.33
2345	10	100	56732.26	-90.16
2412	10	90	56801.3	-24.39
2530	10	80	56822.3	4.67
2600	10	70	56897.66	54.82
2630	10	60	56466.23	-337.82
2703	10	50	57015.72	141.92
2718	10	40	57043.18	151.62
2736	10	30	56938.67	70.6
2757	10	20	57098.9	159.44
2818	10	10	56927.52	-15.53
2842	10	0	57075.01	65.37

3036	20	0	56912.56	6.17
3057	20	10	56771.32	-41.8
3242	20	20	56812.39	1.75
3306	20	30	56665.01	-120.85
3318	20	40	56765.31	-111.64
3336	20	50	57157.96	167.69
3348	20	60	56922.94	-26
3406	20	70	57410.75	632.32
3527	20	80	56871.96	75.58
3539	20	90	56839.95	41.42
3551	20	100	56702.79	-44.76
3603	20	110	56652.25	-34.91
3621	20	120	56700.52	74.26
3633	20	130	56457.04	270.71
3648	20	140	56854.89	-62.66
3706	20	150	57310.68	137.35
3736	20	160	0	0
3812	20	170	59481.56	1588.55
3930	20	170	57115.84	112.16
3954	20	180	56716.86	-95.46
4033	20	190	57480.21	232.12
4051	20	200	57177.75	152.87
4212	20	210	56598.6	-180.73
4257	20	220	56727.77	25.28
4315	20	230	56783.81	15.76
4333	20	240	56639.09	-47.17
4357	20	250	56681.05	-42.44
4448	20	260	56828.18	114.39
4648	30	260	56567.95	-28.58
4724	30	250	56661.71	140.08
4745	30	240	56200.96	-431.67
4812	30	230	57153.82	958.57
4833	30	220	56938.8	81.53
4915	30	210	56980.29	155.92
4939	30	200	57401.89	199.57
5057	30	190	57135.73	81.76
5124	30	180	56538.86	-188.91
5218	30	170	56955.02	156.76
5257	30	160	56799.89	142.32
5400	30	150	56455.79	238.55
5439	30	140	56793.21	-105.26
5530	30	130	56861.58	-118.6
5554	30	120	56961.78	-57.28
5639	30	110	57389.86	336.1
5700	30	100	56948.12	514.57
5727	30	90	56624.4	-93.91
5748	30	80	56933.67	171.17
5815	30	70	56513.62	-333.98
5833	30	60	57082.55	92.51
5900	30	50	57154.76	151.25
5927	30	40	56856.99	5.08
5945	30	30	56500.55	349.94
10006	30	20	56544.17	-134.58
10027	30	10	56638.64	-99.32
10057	30	0	56888.56	7.37

10227	40	0	56684.41	-38.21
10242	40	10	56731.85	-1.66
10309	40	20	56864.94	65.16
10354	40	30	56753.69	-60.42
10436	40	40	56821.42	15.16
10927	40	50	56843.11	-16.28
11203	40	40	56835.41	-16.64
11215	40	50	56982.64	27.42
11230	40	60	56903.33	-3.91
11242	40	70	56985.78	133
11254	40	80	56746.7	-26.08
11315	40	90	56600.04	-144.28
11327	40	100	56977.44	47.6
11415	40	110	57226.43	157.62
11427	40	120	57101.92	91.05
11451	40	130	57338.02	77.14
11509	40	140	57643.34	-30.12
11527	40	150	55421.31	-729.75
11542	40	160	55970.04	-334.71
11618	40	170	56965.55	200.73
11645	40	180	56593.27	-75.98
11739	40	190	56614.44	-117.55
11824	40	200	57348	450.1
11845	40	210	56280.74	-310.1
11903	40	220	56494.11	-104.82
11939	40	230	0	0
12039	40	230	0	0
12242	40	240	0	0
12309	40	250	56109.04	-375.83
12351	40	260	55100.61	-657.89
12733	50	260	0	0
12921	50	250	0	0
13006	50	240	57693.98	-1779.98
13127	50	230	56879.71	-190.58
13209	50	220	56813.39	20.17
13327	50	210	56854.48	72.82
13345	50	200	56694.88	-248.82
13424	50	190	57001.6	-18.57
13512	50	180	56178.68	-412.64
13545	50	170	56359.5	-199.1
13606	50	160	56746.93	61.1
13630	50	150	56251.25	-287.96
13642	50	140	56913.68	-48.1
13712	50	130	57028.32	-61.73
13730	50	120	56881.77	-124.03
13748	50	110	57091.37	99.01
13803	50	100	56878.81	-71.44
13815	50	90	56952.55	15.03
13827	50	80	56899.55	-10.05
13857	50	70	56877.69	21.71
13912	50	60	56847.88	27.82
13933	50	50	56846.44	6.73
13948	50	40	56927.69	98.17
14030	50	30	56768.37	-49.28
14054	50	20	57033.76	113.58
14106	50	10	56584.02	-134.75
14121	50	0	56463.42	-164.57

14309	60	0	56898.15	52.48
14324	60	10	57043.02	69.21
14339	60	20	57510.23	440.76
14400	60	30	56803.87	-61.58
14424	60	40	56818.25	10.03
14439	60	50	56715.23	-55.71
14451	60	60	56789.79	-22.94
14503	60	70	56871.38	17.35
14518	60	80	57045.69	60.42
14536	60	90	56910.72	2880.78
14554	60	100	56945.23	-7.96
14615	60	110	57138.13	64.94
14630	60	120	57289.79	198.23
14657	60	130	57103.14	70.91
14712	60	140	56896.3	555.85
14748	60	150	56818.57	1120.73
14806	60	160	57379.59	198.21
14833	60	170	57335.17	121.3
14927	60	180	56838.61	-273.41
15003	60	190	57829.45	-3122.67
15021	60	200	58481.72	1557.3
15118	60	210	56416.19	-391.01
15154	60	220	56647.53	1346.51
15533	60	230	57358.06	-690.42
15548	60	240	0	0
15612	60	250	0	0
15624	60	260	0	0
15833	70	260	55768.62	-451.17
15906	70	250	0	0
15930	70	240	57669.09	157.26
20006	70	230	56795.89	-2670.55
20018	70	220	57393.47	407.07
20057	70	210	0	0
20118	70	200	57389.65	123.64
20145	70	190	57124.85	-301.39
20209	70	180	0	0
20351	70	170	57795.52	-90.91
20418	70	160	57419.14	29.71
20500	70	150	56900.9	624.71
20527	70	140	56801.35	-74.08
20609	70	130	57082.2	17.07
20627	70	120	56890.55	-83.14
20706	70	110	57148.94	176.55
20730	70	100	56905.5	-34.16
20800	70	90	56894.29	-1821.69
20824	70	80	56776.49	-144.25
20839	70	70	56969.39	89.05
20851	70	60	56788.32	-20.6
20906	70	50	56770.93	-18.17
20918	70	40	56730.47	1010.73
20933	70	30	56862.55	2238.96
20948	70	20	57459.27	372.17
21000	70	10	57184.5	112.71
21030	70	0	57324.68	562.76



21236	80	0	56925.69	77.33
21254	80	10	56632.63	434.16
21306	80	20	57035.8	106.6
21321	80	30	56789.62	-30.62
21336	80	40	57491.95	949.76
21418	80	50	56805.99	-31.25
21506	80	60	56816.2	-7.37
21539	80	70	57059.06	-88.6
21551	80	80	56929.68	40.8
21612	80	90	56632.63	-1804.83
21627	80	100	56958.51	-17.07
21642	80	110	57044.8	100.26
21718	80	120	57224.78	1520.37
21821	80	130	57208.05	667.69
21851	80	140	57009.53	876.1
21930	80	150	57077.4	-14.82
21954	80	160	57408.2	3239.75
22057	80	170	59148.88	3465.55
22127	80	180	56529.17	-279.67
22154	80	190	56741.62	-101.94
22209	80	200	57055.75	43.35
22412	80	210	57158.38	2709.53
22436	80	220	56694.56	-229.05
22503	80	230	57341.36	-1512.05
22524	80	240	57096.64	58.87
22536	80	250	56615.55	-129.91
22554	80	260	55981.22	-300.21
25103	-10	80	56900.29	50.23
25115	-10	90	57204.85	264.82
25130	-10	100	56741.69	-88.26
25148	-10	110	56871	-43.1
25203	-10	120	57141.96	847.03
25218	-10	130	56543.3	-105.01
25233	-10	140	56615.91	-31.19
25245	-10	150	56989.67	189.46
25300	-10	160	56819.98	55.8
25315	-10	170	56681.71	143.33
25336	-10	180	56811.36	265.96
25354	-10	190	55863.16	-389.8
25415	-10	200	56854.73	-4.32
25433	-10	210	56970.73	4.05
25451	-10	220	56934.5	82.14
25521	-10	230	56575.58	-171.33
25551	-10	240	57023.43	169.01
25718	-10	250	56859.03	70.57
25818	-10	260	56741.17	47.25

30048	-20	260	56994.66	272.71
30124	-20	250	56443.02	-210.5
30309	-20	240	57114.68	190.92
30330	-20	230	56715.41	407.46
30342	-20	220	56559.92	-163.14
30400	-20	210	58119.45	4621.75
30436	-20	200	58102.31	-988.42
30557	-20	190	54846.16	-1486.82
30618	-20	180	56558.87	100
30633	-20	170	56076.44	-376.55
30645	-20	160	56976.56	381.07
30657	-20	150	56602.55	0.42
30715	-20	140	56084.56	-445.64
30730	-20	130	56663.21	5732.14
30751	-20	120	56180.48	-1186.73
30800	-20	110	0	0
30906	-20	100	56877.83	-3.76
30936	-20	90	56757.97	-6.71
30951	-20	80	56434.57	-263.35

31057	-30	80	56866.18	638
31109	-30	90	56795.89	-1302.92
31121	-30	100	56654.32	-147.03
31136	-30	110	56951.57	69.89
31157	-30	120	56817.71	-85.87
31212	-30	130	57059.06	1080.23
31227	-30	140	56486.5	-698.87
31248	-30	150	56421.8	-5978.78
31306	-30	160	56519.89	56.87
31330	-30	170	56470.64	50.05
31351	-30	180	56521.06	31.1
31415	-30	190	56945.58	160.67
31430	-30	200	57358.06	-2818.75
31527	-30	210	56578.6	-156.76
31606	-30	220	56470.76	-195.83
31703	-30	230	56644.76	-44.37
31742	-30	240	56757.47	22.01
31848	-30	250	56450.07	-136.98
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32239	-40	80	56928.27	56.71
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32303	-40	100	57258.04	1579.76
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32330	-40	120	56610.91	-201.32
32342	-40	130	57161.29	221.62
32400	-40	140	56502.7	202.14
32412	-40	150	56714.14	1521.85
32439	-40	160	56666.15	53.23
32500	-40	170	56472.58	-98.51
32518	-40	180	56683.43	67.44
32618	-40	190	56981.91	151.87
32703	-40	200	56854.72	-68.16
32733	-40	210	56052.61	-717
32821	-40	220	56811.01	26.48
32839	-40	230	57158.38	177.35
32918	-40	240	56484.61	-90.12
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33221	-50	250	57424.93	-390.01
33321	-50	240	56718.14	-108.08
33354	-50	230	56864.04	110.44
33415	-50	220	56584.73	-152.41
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33554	-50	200	56949.19	170.07
33621	-50	190	56203.82	-259.25
33633	-50	180	56194.62	-198.3
33648	-50	170	56614.04	-51.96
33709	-50	160	56974.2	161.64
33727	-50	150	55739.65	-768.03
33745	-50	140	57597.23	517.8
33800	-50	130	56204.55	-516.51
33821	-50	120	56490.24	-165.66
33833	-50	110	57057.26	75.05
33854	-50	100	57469.11	449.17
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34136	-60	120	57394.3	415.32
34151	-60	130	56915.33	35.75
34203	-60	140	57576.91	333.53
34242	-60	150	57730.33	416.69
34330	-60	160	57236.53	248.28
34357	-60	170	56759.4	27.48
34427	-60	180	56457.97	-19.82
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34530	-60	220	56874.43	-56.53
34551	-60	230	57136.76	100.1
34603	-60	240	58286.79	1041.07
34618	-60	250	56746.08	94.19
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34748	-70	260	56193.08	-184.67
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34818	-70	240	56840.52	48.25
34848	-70	230	56913.29	41.1
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35003	-70	200	56257.32	-124.1
35036	-70	190	56249.47	-125.05
35054	-70	180	56266.08	-227.53
35136	-70	170	56403.61	-270.67
35224	-70	160	56867.25	-46.78
35306	-70	150	57880.41	902.94
35336	-70	140	56908.02	-13.6
35351	-70	130	56039.85	-461.19
35403	-70	120	56903.66	287.6
35436	-70	110	56591.58	-71.58
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35603	-80	120	56267.02	-164.33
35615	-80	130	56259.85	-162.94
35627	-80	140	56555.48	-8.07
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35721	-80	160	57151.4	234.75
35757	-80	170	56963.34	84.85
35830	-80	180	57113.4	507.55
35842	-80	190	56372.07	-131.53
35854	-80	200	56492.2	-18.83
35909	-80	210	56843.1	112.92
35918	-80	220	56856.53	53.1
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40000	-80	240	56816.69	185.98
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40130	-90	260	56387.35	754.01
40145	-90	250	56526.45	49.25
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40306	-90	200	56484.51	356.8
40324	-90	190	56429.28	-43.37
40336	-90	180	56532.84	-58.14
40354	-90	170	56430.36	-161.23
40409	-90	160	56644.34	-63.55
40424	-90	150	56685.71	-4.67
40439	-90	140	56685.36	106.75
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40915	-100	140	56226.38	-330.75
40927	-100	150	56538.01	-79.58
40939	-100	160	56781.79	74.87
40951	-100	170	56597.52	-68.82
41003	-100	180	56556.78	-38.39
41015	-100	190	56566.71	10.28
41030	-100	200	56041.65	-257.17
41045	-100	210	55937.07	-219.42
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41124	-100	230	56290.45	-288.17
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41318	-110	260	57880.41	723.62
41342	-110	250	57692.04	736.71
41403	-110	240	56876.7	135.96
41433	-110	230	56900.83	-37.83
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41603	-110	200	56386.86	544.98
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41757	-110	180	56395.9	-134.14
41818	-110	170	57018.68	413.1
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41918	-110	150	56283.13	-170.89
41930	-110	140	56768.02	169.44
42039	-120	140	56567.72	66.37
42054	-120	150	56515.57	14.96
42109	-120	160	55862.51	-659.19
42127	-120	170	56280.82	-67.17
42142	-120	180	56402.14	-56.51
42206	-120	190	56508.11	2.44
42227	-120	200	56576.47	21.75
42251	-120	210	56661.55	-53.67
42430	-120	220	56778.99	-363.39
42454	-120	230	58274.16	3423.05
42509	-120	240	55632.32	-648.44
42527	-120	250	55787.1	-614.57
42545	-120	260	56324.66	-47.53
42600	-120	270	55922.5	-338.41
42630	-120	280	56941.48	484.32

42921	-130	280	56076.63	-319.62
42942	-130	270	56102.57	-194.17
43003	-130	260	56649.61	156.75
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43051	-130	240	55712.06	-621.23
43106	-130	230	58954.2	314.07
43118	-130	220	57039.53	-170.37
43142	-130	210	56211.38	-136.78
43154	-130	200	56504.42	685.35
43206	-130	190	56654.17	45.66
43224	-130	180	56660.44	36.73
43239	-130	170	56438.26	-63.25
43254	-130	160	55913.82	-583.62
43309	-130	150	57008.87	152.14

43421	-140	160	57577.54	472.33
43433	-140	170	57045.62	117.07
43445	-140	180	56832.87	105.12
43457	-140	190	55951.77	-620.32
43512	-140	200	56505.3	-37.44
43527	-140	210	53949.87	-717.55
43648	-140	220	56773.75	-64.12
43703	-140	230	57839.54	424.3
43715	-140	240	56915.16	12.03
43727	-140	250	56356	-162.39
43748	-140	260	56667.33	153.3
43809	-140	270	56775.14	284.26
43851	-140	280	56411.88	65.41

44009	-150	270	56246.85	-255.17
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44051	-150	250	55435.4	-741.82
44118	-150	240	57009.72	93
44139	-150	230	57158.43	139.75
44209	-150	220	56917.86	31.83
44233	-150	210	57996.97	614.96
44309	-150	200	56737.4	-35.48
44418	-150	190	57158.38	-1289.33
44445	-150	180	57491.95	654.85
44503	-150	170	56908.42	-89.44
44518	-150	160	56963.99	-33.91

44730	-160	160	57510.67	282.05
44742	-160	170	56801.66	-89.98
44754	-160	180	56779.26	-82.6
44806	-160	190	56532.44	-286.55
44818	-160	200	56871.22	134.3
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44921	-160	220	56544.18	-54.25
44939	-160	230	56466.43	-77.55
45027	-160	240	57015.65	205.69
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45118	-160	260	56408.03	-84.35
45221	-170	260	56657.72	68.19
45236	-170	250	56269.61	-162.03
45257	-170	240	56818.82	134.19
45315	-170	230	56484.49	-81.8
45333	-170	220	56376.44	-58.42
45357	-170	210	55846.17	-562.78
45430	-170	200	56832.8	130.98
45445	-170	190	56677.53	68.75
45457	-170	180	56544.33	-90.64
45515	-170	170	56740.23	-18.75
45621	-180	180	56114.47	-307.96
45633	-180	190	55661.29	-721.89
45651	-180	200	57264.51	590.5
45836	-180	210	56335.08	-128.12
45854	-180	220	56559.8	120.25
45915	-180	230	56295.05	-266.46
45939	-180	240	56198.26	-180.58
50021	-180	250	56470.96	4.91
50042	-180	260	57033.97	292.3



50212	-190	260	57092.13	1110.39
50227	-190	250	56539.35	-50.5
50300	-190	240	56307.24	-60.66
50433	-190	230	56376.38	-16.23
50457	-190	220	56609.94	255.16
50536	-190	210	55175.58	-983.21
50630	-190	200	57008.12	131.39
50706	-190	190	56834.02	89.35
50733	-190	180	56679.06	23.05
50848	-200	180	56546.09	-102.64
50900	-200	190	56775.21	-67.44
50915	-200	200	58170.93	1451.55
50939	-200	210	56373.37	-3548.37
51139	-200	220	55981.66	-396.58
51206	-200	230	56673.89	151.66
51233	-200	240	56576.47	-36.33
51303	-200	250	56092.39	-318.25
51321	-200	260	56226.57	-90.01
51445	-210	260	56488.69	269.23
51506	-210	250	56861.45	-559.83
51603	-210	240	56934.03	151.05
51803	-210	230	57277.03	401.21
51827	-210	220	57010.04	220.94
51839	-210	210	56838.08	101.96
51854	-210	200	56847.09	72.55
51909	-210	190	56659.75	49.3
51918	-210	180	56308.8	-175.67
52015	-220	180	56325.38	-169.37
52027	-220	190	56471.45	-64.57
52039	-220	200	56765.7	50.42
52106	-220	210	57195.32	1264.64
52203	-220	220	56475.05	-257.78
52227	-220	230	0	0
52439	-220	240	56029.25	-154.8
52454	-220	250	56099.85	-229
52506	-220	260	56284.23	-216.39

## APPENDIX 2

### Terms & Conditions of Engagement

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## **TERMS & CONDITIONS OF ENGAGEMENT**

### **Dakota Environmental of Wisconsin, Inc.**

The Terms and Conditions and the "Proposal" dated November 28, 1995, submitted by Dakota Environmental of Wisconsin, Inc. ("DEW" or "us") to Mallory Improvements/Giuffre Bros. Cranes, Inc./Asset Acquisitions, Inc. ("you"), make up the "Agreement" between you and us. THESE TERMS CONTAIN LIMITATIONS IN DEW LIABILITY TO YOU, AND OTHERS, FOR ANY CLAIMS ARISING OUT OF DEW SERVICES:

1. Services: The "Services" for the "Project", "Site" and any other consulting services we may perform referred to in DEW proposal will be performed for your exclusive use. DEW services address current conditions. Any delayed use of the results of our services will require updates. You acknowledge, by entering into this agreement, the inherent risks and uncertainties associated with the work plan development, investigation of subsurface conditions for construction purposes, and assessment or remediation of hazardous substances. You have been advised, and acknowledged, that DEW decisions are judgments based upon limited data and time frame rather than upon scientific fact.

2. Right of Entry: You have given us the right to collect data, access the related reports, enter upon the site so that we and DEW consultants and subcontractors can perform data analyses, borings, explorations and, if specified, report preparation and remediation work. If any services are to be carried out on property or facilities not owned or occupied by you, you represent to us that the owner and occupant have given you permission for us to enter and perform the services under the conditions stated in section 3. You will give us reasonable evidence confirming such permission, if requested. The permission to enter into properties not owned by you will be a separate service if consulted by DEW.

3. Subsurface Explorations:

Equipment used in performing DEW services will, to some degree, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subsurface installations (collectively "improvements"). You accept such risks. We will exercise reasonable care to limit such damage. However, we do not undertake the restoration of such damage. Any costs of restoration of improvements will be borne by you. They have not been included in DEW fees or prices.

We will contact the local public agencies or private firms, if any, which coordinate subsurface utility information and will review plans and data which they provide in response to DEW inquiries. You undertake to give us any plans and other information in your possession concerning the site. On unknown sites, you will request utility locations and other plans from site owner and provide them to us. If, despite all such available plans and information, all underground improvements cannot be located, there is some risk to you of damage to these improvements. You agree to accept the risks of damage and expense associated with repair or restoration of any improvements not disclosed by plans and information provided to us by those sources.

4. Payment:

Invoices will be submitted to you monthly, or at the completion of a scope of work, at DEW's discretion. Payment is due within thirty (30) days from invoice date. An invoice remaining unpaid after thirty (30) days will bear interest at the lesser of the maximum lawful annual interest rate or 1-1/2% per month. If you do not pay an invoice within thirty (30) days, we may, thereafter, on ten (10) days prior written notice, elect to terminate all further services, without incurring any liability to you. On termination of services for non-payment, we retain all DEW rights and claims. If any state imposes a service, sales or similar tax on DEW services, you will pay that tax as an additional item on DEW invoices.

If we terminate services because of non-payment, you will pay us for all services and expenses, according to the agreement, through the termination date, plus expenses of termination, interest and costs of collection, including reasonable attorney's fees. Any objection to an invoice must be made by you, in writing, within ten (10) days, or the objection will be waived.

5. Insurance: We maintain the following insurance: workers compensation with statutory required limits; comprehensive general liability; automobile (various coverage); professional liability and environmental impairment liability. We furnish you certificates of insurance upon your request.

6. Samples/Manifests: Unless you give us written instructions prior to our beginning field work, we will dispose of all soil, rock, water and any other samples thirty (30) days after we submit our initial report.

If any samples contain hazardous substances, we will dispose of those (1) through a qualified waste disposal contractor or (2), upon your timely written instruction, we will ship them by a licensed transporter to a licensed disposal facility. If you give us timely written instructions to retain samples beyond such thirty (30) days, we will arrange to store them for you. You will pay us our additional standard laboratory fees for our storage and transport of samples in accordance with your instructions. We do not undertake any responsibility or liability for transport or disposal of hazardous or toxic substances. We will not, under any circumstances, sign manifests for such substances. You agree that we are not a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site. Any required arrangements for transport, treatment, storage and disposal of such substances

(including samples not so removed) will be made by others in their name.

Definition of "Hazardous Substances": Materials, pollutants or asbestos, which are a danger to public health, safety or the environment, including substances defined in the Federal Water Pollution Control Act; Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Resource Conservation and Recovery Act (RCRA) and in state and local laws, codes and regulations.

7. Construction Observation Services: If DEW services include observation of construction on a site, we will carry out our observation in accordance with generally accepted professional practices of similar engineers and consultants. DEW services will not include any supervision of any contractor or subcontractor other than our own. Your contractor will remain solely and completely responsible for enforcement and compliance by it, and its subcontractors, and contract plans, specifications and safety requirements for all site working conditions, and safety requirements, day and night, for both persons and property. These include all OSHA, NIOSH, U.S. EPA and any other applicable governmental regulations. DEW observations and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the construction site.

8. Ownership of Documents: Everything we prepare, as instruments of service, whether reports, boring logs, field data and notes, laboratory tests and data, calculations, estimates or other documents or memoranda, will remain our property.

9. Disclosure of Hazards: Taking into account the information you provide us, we will take reasonable precautions for the health and safety of DEW personnel while at the site. Before you direct us to proceed with our services, you will give us any information in your possession regarding the existence of any hazardous substances under or adjacent to the site. This includes all permits, manifests and any records of compliance, or non-compliance, with law. If you, your counsel or any other of your representatives fail to furnish us with such information, to the extent it is in your possession, and the possible presence of such hazardous substances is not disclosed in the information you provide to us, you will be responsible to us, and to any claimants, for property damages and consequential damages, as spelled out in section 14 and for any claims, demands, suits and liabilities for personal injury, disease, medical expenses (including health monitoring and death claims).

10. Unanticipated Hazardous Materials: If hazardous substances, not anticipated in the scope of work, which are a threat to health, safety or the environment are encountered in the course of DEW services, we can suspend DEW services. We will cooperate with you in order to work out mutually satisfactory revisions to the scope of work, estimated cost and time now in our agreement to fit the conditions. If we do not reach mutual agreement on such revisions, we can terminate DEW services on giving you ten (10) days written notice. You will pay us for all services and expenses through termination date in accordance with this agreement, in the case of such termination.

11. Confidentiality: We will not disclose information about the agreement, our services or our reports to anyone except on your written instructions. If you provide us with confidential information about your business, we will keep that information confidential except to the extent necessary for (1) us to perform our services (2) to comply with professional standards to protect public health, safety and the environment and (3) to comply with governmental regulations and court orders. Information which is known to the public, technical information which we may have developed independently or acquired without breach of any duty, will not be considered confidential.

12. Disclosure: If by order of court, or governmental law or regulations, ("orders"), we are required to disclose information in our possession, we shall give your prompt notice of such facts. Thereafter, we may, without liability to you or others, comply with such orders. If any claims are asserted against us because of our compliance, you will hold us harmless from such claims and reasonable expense incurred, provided that our disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by law.

13. Standard of Care: We shall, in performing our services, exercise the same degree of care and skill ordinarily exercised under similar circumstances by qualified professionals and consultants undertaking similar work in the same locality at that time. Subsequently evolved standards will not be applied in judging our work. We make only this and no other warranty or representation, express or implied. We will not be liable for the interpretation, by others, of data or information we develop.

14. Indemnification: To the fullest extent permitted by law, you shall indemnify, defend and hold harmless DEW and its subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses and expenses, where direct or indirect. To the fullest

extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract, or strict liability of the engineer or consultant.

15. Third Party Claims: By authorizing us to proceed with the services, you confirm that we have not created nor contributed to the presence of any hazardous substances or conditions at or near the site. In seeking our services to assist you in dealing with the conditions existing at the site, you acknowledge that, during the course of our services, we may not have professional liability, or other liability insurance, or may not be able to obtain such insurance at reasonable cost covering claims involving the actual or potential presence of hazardous substances. The compensation to be paid to us for our services, and our potential profit, is disproportionately small in relation to the potential risk of injury, loss or damage from a release of or exposure to such substances or conditions.

In acknowledgment of the imbalance between our benefits and risks, you agree to hold us, and each of our contractors, subcontractors, consultants, agents, officers, directors and employees, harmless against all claims for damages, direct or consequential; all expenses, costs of every kind, direct or indirect, legal or otherwise in connection with a release of hazardous substances; bodily injury, disability, death, medical expenses, property damage and other expenses and economic loss, alleged to have been caused by the release, removal, remedial action or investigation of hazardous substances; and any assessment of fines or penalties related to hazardous substances or their remediation.

Your obligation to indemnify us does not apply to claims, damages, losses or releases and exposure to pollutants which are adjudicated to have resulted from our gross negligence or willful misconduct in our performance of the services.

16. Limitation of Professional Liability: You agree that your aggregate maximum recovery against us for any claims based on the performance of our professional services, whether in contract, tort or otherwise, is limited to the greater of \$50,000 or the amount of fees paid to us with respect to this agreement.

We shall not be liable on any basis for your loss of profits, delay, damages or any special or consequential damages of any type.

You may elect to increase the limit of liability for damages, up to \$100,000, if you do the following: indicate below that you elect to increase the limit to one of the levels designated below and pay the additional fee shown opposite the increased level, payment to be made simultaneously with the execution of this agreement.

The additional charge serves as consideration for our undertaking the greater risk involved in performing services for you under an increased limit of liability for damages above \$50,000.

<u>Increased Limit of Liability for Damages</u>	<u>Additional Fee</u>	<u>Client Must Initial</u>
\$ 75,000	\$1,000	
\$100,000	\$2,000	

You agree that your payment of the additional fee does not constitute a charge for placement of additional professional liability insurance.

17. Governing Law; Survivability Modifications; Assignment: This agreement shall be governed and enforceable in accordance with the laws of Massachusetts, the state in which our principal office is located, which shall be deemed the place of contracting.

The provisions of this agreement are survivable. The invalidity of any provision shall not affect the validity and enforceability of any other provisions. This agreement, made up of our proposal and these terms and conditions, cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by you. These terms and conditions shall survive the completion, or termination, of our services for the project. Any assignment of your rights under this agreement requires our prior written consent.

APPENDIX 3

Cost Estimate to Implement the Work Plan



## APPENDIX 4

### WORK PLAN DEVELOPMENT LIMITATIONS

1. The observations described in this Report were made under the conditions stated therein. The conclusions presented in the Report were based solely upon the services described therein, and not on scientific tasks or procedures beyond the scope of described services or the time and budgetary constraints imposed by Client. The work described in this Report was carried out in accordance with the attached Statement of Terms and Conditions.
2. In preparing this Report, DEW has relied on certain information provided by state and local officials and other parties referenced therein, and on information contained in the files of state and/or local agencies available to DEW at the time of the Site assessment. Although there may have been some degree of overlap in the information provided by these various sources, DEW did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this Site assessment.
3. In the event that bank counsel or title examiner for Client obtains information on environmental or hazardous waste issues at the Site not contained in this Report, such information shall be brought to DEW's attention forthwith. DEW will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this Report.
4. Observations were made of the Site and of structures on the Site as indicated within the Report. Where access to portions of the Site or to structures on the Site was unavailable or limited, DEW renders no opinion as to the presence of hazardous material or oil, or to the presence of indirect evidence relating to hazardous material or oil, in that portion of the Site or structure. In addition, DEW renders no opinion as to the presence of hazardous material, drums, scrap metals or oil, or to the presence of indirect evidence relating to hazardous material or oil, where direct observation on a Site was obstructed by objects or coverings on or over these surfaces.
5. The purpose of this Report was to assess the physical characteristics of the subject Site with respect to the presence in the environment of hazardous material and develop a work plan for further actions. No specific attempt was made to check on the compliance of present or past owners or operators of the Site with federal, state, or local laws and regulations, environmental or otherwise.

6. The conclusions and recommendations contained in this Report are based upon observations, previous reports and the 2-acre geophysical survey report only. No subsurface explorations were performed as part of the study.
7. No quantitative laboratory testing was performed as part of the Work Plan development.

LIMIT.WPL