



Moraine Environmental, Inc.

Environmental Management Services

19 February, 2009

Project Reference #4385i

Ms. Shanna Lauba – Anderson
WDNR
9531 Rayne Road
Sturtevant, WI 53177

Re: Subsurface Investigation Work Plan and Cost Estimate
Towne & Country Laundrymat
7513 45th Avenue, Pleasant Prairie, WI
WDNR BRRTS#: 02 - 30 - 543696

Dear Shanna:

Moraine Environmental, Inc. (Moraine) is transmitting this work plan and cost estimate for a subsurface investigation at the above referenced site. The scope of work is designed to identify the extent of subsurface contamination related to a tetrachloroethene (PCE) release discovered at the facility. This work plan has been developed in general conformance with Chapter NR 716 of the Wisconsin Administrative Code. This plan and cost estimate is submitted you as the WDNR project manager for this case.

Scope of Work

To define the extent of soil and groundwater contamination, Moraine proposes the scope of work outlined below. The primary focus is to further evaluate groundwater quality and hydrogeologic conditions through the use of mini – Geoprobe® tooling (interior), hollow stem auger borings, permanent monitoring wells and piezometers constructed per NR 141 of the Wisconsin Administrative Code. The extent of shallow soil contamination beneath the building footprint will also be examined.

- Moraine will contact Digger's Hotline™ to identify utility locations at the property.
- Moraine will work with the owner or owners representative to gain access to the facility, for the purpose of soil sampling and groundwater sampling.
- After securing permission to enter the premises, Moraine will use a pneumatic hammer and mini – Geoprobe® tooling to drill four (4) soil borings in the facility and adjacent properties as necessary. The borings will be extended to approximately 12 feet. Due to space limitations, it is not feasible to install any NR 141 compliant wells inside of the facility.

- While on – site the Moraine project manager will conduct a vapor intrusion survey using an organic vapor meter and drager tubes to access areas, which could potentially allow chlorinated vapors into the interior space. Sump crocks, floor drains, expansion joints and wall / floor joint areas will be screened.
- After sampling, Moraine will abandon the borings by filling the boreholes with 3/8" bentonite chips. Abandonment forms shall be prepared for submittal to the WDNR.
- A Mobil B – 57 Rotary drill rig with hollow-stem augers will be used to install seven (7) NR 141 water table observation wells at the property. The wells will be set at depths of approximately 20 feet and screened from 10 - 20' to allow for seasonal water table fluctuations.
- Two (2) piezometer wells will be installed within five feet of two (2) of the seven (7) proposed water table observation wells. The wells will be screened from 40 - 50'. The piezometers will be installed to evaluate the vertical groundwater gradient and the potential for vertical contaminant migration. To avoid the potential for transferring groundwater contaminants from the shallow coarse grained horizon into the "tighter" fine grained material, the piezometer will be constructed with double casing.
- Soil samples will be continuously collected from each monitoring well boring, piezometer and interior hand boring. The samples will be field screened with a Photoionization Detector (PID) for volatile organic compound (VOC) vapors. Two (2) soil samples per boring four (4) interior and nine (9) exterior borings) will be analyzed for VOCs.
- The new water table observation wells and piezometer will be developed, purged, and sampled according to WDNR guidelines. Two quarterly rounds of groundwater samples shall be submitted for VOC analysis to evaluate groundwater quality.
- The hydraulic conductivity of contaminated subsurface materials shall be determined by performing slug tests at select wells. The field data will be resolved using AQTESOLV software.
- A Registered Land Surveyor will determine ground surface and top of well casing elevations (Mean Sea Level). The well locations will be referenced to the state plane coordinate system.
- Investigation waste (soil cuttings and well development water/purgewater) shall be placed in labeled 55 gallon drums that will be staged on site until disposal arrangements are made. A hazardous waste determination will be conducted regarding the impacted soils. The determination will be submitted to the WDNR project manager prior to finalizing soil disposal plans. It is anticipated that soils will be handled as non-hazardous special waste.

Development water/purgewater will likely be disposed of at a local Publicly Owned Treatment Works

- After all laboratory and field data is generated, a subsurface investigation report shall be prepared. Remediation options for the site will also be evaluated. At this time, it appears that the pathway to site closure will consist of remediation by natural attenuation groundwater monitoring, enlisting the site in the WDNR's Geographic Information System (GIS) Registry and the potential recording of a deed notification due to the building overlying impacted soils.

Cost Estimate

A detailed cost estimate to implement our scope of work is attached. No work will be conducted without prior approval from the client, client's representative and the WDNR.

Moraine's staff consists of hydrogeologists, scientists, environmental technicians and licensed engineers that are fully capable of planning and implementing all aspects of investigation and remediation work consistent with Chapter NR 169 and the NR 700 rule series of the Wisconsin Administrative Code. All work will be conducted in a cost-effective and timely manner. Moraine will make available to the WDNR all documents and records related to the contract services.

Project Schedule

The project timeframe is outlined below. The schedule reflects the assumption that two rounds of groundwater monitoring (spaced approximately three months apart) shall be conducted.

Weeks 1 - 2:	Discussions with WDNR to finalize work plan Contact Diggers Hotline, Secure Access to Facility and Adjacent Properties
Week 3:	Four (4) interior soil borings and temporary wells
Weeks 5 & 6:	Data review and discussions with WDNR to finalize groundwater monitoring well locations, contact Digger's Hotline
Week 8:	Install seven (7) NR 141 water table observation wells and two (2) piezometers develop groundwater monitoring wells
Week 9:	Sample groundwater monitoring wells
Weeks 10 -11:	Groundwater sample analysis, perform slug test, elevation survey

- Weeks 12 – 20: Data review, prepare majority of site investigation report and remedial action plan, coordinate disposal of investigation waste
- Week 21: Second round of groundwater sampling
- Weeks 22 - 23: Groundwater sample analysis, monitoring well purgewater disposal
- Weeks 24 - 25: Finalize site investigation report and remedial action plan
- Week 26: Client review of report
- Week 27: Submit investigation report and remedial action plan to WDNR
- Weeks 28 – 40: WDNR review of report and remedial action plan, submit reimbursement application

We are confident that implementing this work plan will enable you to move this project toward closure in a cost - effective and timely manner. Please contact us at (262) 377 - 9060 with any questions regarding this work plan or the supporting attachments. A standard contract and a copy of our certificate of insurance are also enclosed for your review.

Sincerely,
MORAINE ENVIRONMENTAL, INC.



Thomas C. Sweet
President

Mr. Craig Yale – Letter Only
Craig Yale & Associates, Inc.
1141 East Lake Cook Road
Deerfield, IL 60015

Enclosures

ATTACHMENT A

Cost Estimate

DERF Site Investigation Bid Summary Consultant Selection Cover Sheet

Notice: Use this form to notify the Department of Natural Resources of the consultant you are selecting to conduct a site investigation and to submit and summarize the bids required in the Dry Cleaner Environmental Response Fund (DERF) Program. This form is authorized under s. 292.65, Wis. Stats. and s. NR 169.23, Wis. Adm. Code. Completion of this form is mandatory for any person applying for DERF reimbursement. Persons who do not submit a completed form will not be eligible for reimbursement under DERF. Personal information will be used to manage the DERF program, and be made available to requesters under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Complete the following information and submit it to your DNR regional project manager. Copy this form as necessary.

Site Information		
Site name: Towne & Country Laundrymat	Facility Name: 7513 45th Avenue, Pleasant Prairie	BRRTS # 02 - 30 - 543696

Consultant Selected	
Consultant Name: Moraine Environmental, Inc.	Consultant Address: 1402 7th Avenue Grafton, WI 53024

Summary of Costs:			
Consultant Name:		Consultant Name:	
Consulting costs:		Consulting costs:	
Drilling costs:		Drilling costs:	
Analytical costs:		Analytical costs:	
Miscellaneous costs:		Miscellaneous costs:	
Total Costs:		Total Costs:	

Consultant Name:	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
Total Costs:	

Optional 4th bid information:	
Consultant Name:	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
Total Costs:	

Justification for Selection:

Applicant Information and Certification
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I certify that the information contained above is true and correct to the best of my knowledge.

Applicant Name		Date	
Street Address	City	State	Zip Code
Signature			

Department Use Only		
Project Manager Approval Signature	Phone Number	Date

If not approved, reason for non-approval:

**DERF Site Investigation Bid Sheet
Consultant Bid Summary**

Form 4400-233 (R 4/04) Page 2 of 6

Site Information

Town & Country Laundrymat

Consultant Name - Moraine Environmental, Inc.

Applicant Name - Mr. Craig Yale

Bid Summary

Drilling Costs Total =	\$21,775.00
Analytical Costs Total =	\$2,928.64
Consulting Costs Total =	\$17,505.00
Misc Costs Total =	\$4,525.00
Grand Total =	\$46,713.64

I certify that the costs are an accurate estimate of my total projected costs for the site investigation and I understand and will adhere to s.292.65 Stats. and ch NR 169, Wis. Adm. Code.

Consultant Signature

Date: 16 February, 2009

Please attach to these forms a written narratige specifying how the tasks outlined in these sheets will be performed.

Consultant Name: MEI
 Site Name: Launderama
 BRRTS #: 02-41-542923
 Date: 8 March, 2006

DERF Site Investigation Bid Sheet Drilling Costs

Form 4400-233 (R 4/04) Page 3 of 6

Drilling Costs						
Task	Interval	Number of Borings or Wells	Number of Days	Total Number Feet Drilled	Cost/feet, Day or Well	Total Cost
Well installation and Completion						
Interior (Pneumatic)	0 ft to 12 ft	4	1	48	\$15.00 / ft	\$720.00
NR 141	0 ft to 20 ft	7	3	140	\$15 / ft	\$2,100.00
Piezometer	> 50 ft	2	2	100	\$30.00	\$3,000.00
Decontamination Costs						\$375.00
Mobilization Costs						\$2,000.00
Auger Borings (continuous sampling)						
6 1/4"	0 ft to 20 ft	7	2	140	\$15.00 / ft	\$2,100.00
6 1/4" Piezometer	0 ft to 50 ft	1	1	100	20	\$2,000.00
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						\$300.00
Mobilization Costs						\$3,000.00
Auger Borings (specify split spoon sampling interval)						
	___ ft to ___ ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Direct Push Borings (per point)						
Interior	< 12 ft depth	4	1	48	\$20.00 / ft.	\$960.00
	> ___ ft depth					
Decontamination Costs						\$300.00
Mobilization Costs						\$800.00
Well Development (if done by subcontractor)						
	Monitoring Wells					\$1,400.00
	Piezometers					\$600.00
	Recovery Wells					
Other						
Drums		15	---	---	\$50.00	\$750.00
Flush Mount Covers		9			\$150.00	\$1,350.00
Protector Pipes						
Total Drilling Costs						\$21,755.00

Consultant Name:MEI
 Site Name: Launderama
 BRRTS #:02-41-542923
 Date: 8 March, 2006

DERF Site Investigation Bid Sheet
Analytical Costs

Form 4400-233 (R 4/04) Page 4 of 6

Parameter	WI Certified Lab			Field Test/Field Kit			Mobile Lab			Total Costs
	\$/sample	# samples	Method Used	\$/sample	# samples	Method Used	\$/Sample \$/Day	# Samples # Days	Method Used	
Solids Analysis										
VOCs	\$66.56	26								\$1,730.56
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	\$66.56	18								\$1,198.08
Nitrate*										\$0.00
Dissolved Oxygen*										\$0.00
Temperature*										\$0.00
Ferrous Iron*										\$0.00
Sulfate*										\$0.00
Sulfide*										\$0.00
ORP*										\$0.00
pH*										\$0.00
TOC*										\$0.00
Alkalinity*										\$0.00
Chloride*										\$0.00
Spec. Conductance*										\$0.00
Ethene/Ethane/Methane*										\$0.00
Hydrogen*										\$0.00
Carbon Dioxide*										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
Air Analysis										
VOCs										\$0.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
Waste Analyses (soil/water)										
										\$0.00
										\$0.00
Miscellaneous (specify)										
										\$0.00
										\$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										\$2,928.64

* Natural Attenuation parameters required for consideration of NA as remedy.

Consultant Name:MEI
 Site Name: Launderama
 BRRTS #:02-41-542923
 Date: 8 March, 2006

DERF Site Investigation Bid Summary
Consultant Costs

Form 4400-233 (R 4/04) Page 5 of 6

Position (specify)	Hourly Rate	Hours/Task															Total Costs			
		Workplan Development	Access	Receptor Survey	Waste Determination	Drilling Oversight	Soil Sampling	Drilling sampling	Well Development	Hydraulic Conductivity Test	Groundwater sampling	Soil gas/vapor intrusion survey	SSRCL calculations (contained out or remedial actions)	SI Report preparation	RAOR Report preparation	Project Management		Other (specify)		
Professional Staff																				
Principal	\$120.00	2												3		3				\$960.00
Senior Hydrogeologist	\$95.00	1								8				5		10				\$2,280.00
Senior Engineer	\$120.00													10		10				\$2,400.00
																				\$0.00
																				\$0.00
Field Staff																				
Senior Hydrogeologist	\$95.00	3	2	2	1	40	6	2	8	4	4			35						\$10,165.00
Technician	\$65.00								8		4									\$780.00
																				\$0.00
																				\$0.00
																				\$0.00
																				\$0.00
Office Support Staff																				
Administrative	\$40.00	2												8						\$400.00
CADD	\$65.00													8						\$520.00
																				\$0.00
																				\$0.00
																				\$0.00
Total Consulting Costs																				\$17,505.00

Consultant Name:MEI
 Site Name:Lauderama
 BRRTS #:02-41-542923
 Date: 8 March, 2006

DERF Site Investigation Bid Summary Sheet

Miscellaneous Costs

Form 4400-233 (R 4/04) Page 6 of 6

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal					
Soil	Non-Hazardous	Drum	\$150.00	12	\$1,800.00
	Hazardous				
Groundwater		Drum	\$120.00	3	\$360.00
Equipment Rental (list and include shipping costs if applicable)					
Bailers		Each	\$20.00	18	\$360.00
Water Level		Day	\$25.00	3	\$75.00
PH / Conductivity		Day	\$25.00	3	\$75.00
PID		Day	\$75.00	5	\$375.00
Drager Tubes		Day	\$150.00	1	\$150.00
Field Supplies (list)					
Sampling Vehicles		Day	\$150.00	7	\$1,050.00
Surveying					
Level & Rod		Day	\$150.00	2	\$300.00
Personal Protection Equipment (list)					
Sample Shipping Costs					
Other (specify)					
Total Miscellaneous Costs					\$4,525.00

Reminders: DERF does not reimburse for attorney, closure or GIS fees. Mileage and meals are also non-reimbursable. Also, costs to prepare a reimbursement application and discuss the application with the department are not reimburseable. No expedited shipping w/o prior PM approval.

ATTACHMENT B

***Moraine Professional
Services Agreement
(Long Form)***

MORAINÉ ENVIRONMENTAL, INC.

ENVIRONMENTAL CONSULTING PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this 18th day of February, 2009, by and between Moraine Environmental, Inc. ("MEI") and Craig Yale, Town & County Laundrymat (Client).

MEI and Client agree to the following terms and conditions:

Services

1. MEI agrees to perform the professional services described in the Proposal number 4385 dated the 18th of February, 2009 (hereinafter referred to as the "Proposal").

Recognition of Risk

2. Client recognizes that MEI's performance under this Agreement is subject to the following risks:

- 2.1 It is not possible with the limited sampling program to absolutely prove the absence of hazardous or solid waste materials at the site;
- 2.2 Investigations by MEI at the site may disclose the presence of hazardous or solid waste materials or other contaminants and the sole responsibility for reporting the presence of such materials to the appropriate federal, state and local regulatory authorities shall remain the Client's;
- 2.3 Environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time and data regarding such characteristics can vary from time to time and from place to place at the site;
- 2.4 Commonly used exploration and investigation methods, including drilling, boring and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soil or groundwater by contaminants already on site;
- 2.5 Certain governmental regulations regarding hazardous waste site purport to require achievement of results that cannot be accomplished in an absolute sense. It may not be possible to achieve an absolute clean up of the site;
- 2.6 Because technologies regarding investigations of subsurface conditions, environmental clean up techniques, long-term effects of chemicals and treatment methods on soils and groundwater and availability and performance of manufacturing equipment is constantly changing, improvement of these or other subjects shall not be deemed as evidence that MEI has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and
- 2.7 Government regulations with respect to environmental contamination, clean up, education and/or training may change over time.

Client Obligations

3. Client shall provide or make available to MEI any documents and information regarding conditions at the site (e.g., hazardous or solid wastes, substances, contaminants, pollutants, underground obstructions, utilities, underground piping, site history and utility lines and manufacturing specifications, requirements and processes) which client possesses or has actual knowledge of its existence. MEI is entitled to reasonably rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by MEI. Consultant will observe all utilities / sewers as identified by Wisconsin Diggers Hotline, Indiana utility marking firm or the Illinois JULIE. However, private utilities not called to the attention of the consultant by the client / owner will remain the responsibility of the client / owner.

Client shall provide for MEI's right to enter the property site and/or adjacent properties as necessary for MEI to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits with the assistance of MEI.

Project Delay

4. MEI is not responsible for any delay caused by third parties, unforeseen weather conditions, intervention of public authorities, lack of necessary permits, work stoppages, changes in applicable federal, state, or local laws or regulations after the date of this Agreement, failure of Client to provide necessary information needed by MEI to perform the services described in this Agreement, or any other condition or event beyond the reasonable control of MEI. However, when MEI is performing services as part of a Wisconsin, Indiana or Illinois State reimbursed program it will be the responsibility of MEI to obtain budget amendments to cover the delays from the agency administering the program.

Project Changes

5. Client may at any time prior to completion of the services described in this Proposal request modifications of such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by MEI. Client shall be responsible for any additional fees or costs to MEI resulting from such changes. If such changes increase the time necessary to perform the services described in this Agreement, MEI shall be entitled to an appropriate time extension. Notwithstanding any other provision of this Agreement, a written order for changes from Client to MEI shall constitute a valid change order under this Agreement, provided that MEI accepts the written order as a change order and that MEI agrees to the change in writing or by signature. When providing professional services under a Wisconsin, Indiana or Illinois State reimbursement program, it will be MEI's responsibility to seek payment for the changes from the administering agency.

Indemnification

6. MEI agrees to protect Client, its directors, officers, employees and agents against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of MEI, its employees, subcontractors or agents, in the performance of services under this Agreement. Client agrees to protect MEI, its employees, agents and subcontractors against any claims, demands, causes of action (including those by third parties), and liability and costs (including attorney's fees and other costs of defense) resulting from the following:

6.1 Any negligent act, omission or willful misconduct of the Client, its employees, agents or other third party in control of client.

Discovery of Unanticipated Pollutant Risks

7. If, while performing the services, pollutants are discovered that pose unanticipated risks, 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 renegotiation or termination. If providing services on a Wisconsin, Indiana or Illinois State reimbursement program, MEI will seek additional approvals through the administering agency.

In the event that the Agreement is terminated because of the discovery of pollutants posing unanticipated risks, it is agreed that MEI shall be paid for the total charges for labor performance and reimbursable expenses incurred to the date of the termination of this Agreement, including, if necessary, any reasonable additional labor or reimbursable costs incurred in demobilizing.

Client also agrees that the discovery of an unanticipated hazardous substance may make it necessary for MEI to take immediate measures to protect health and safety. MEI agrees to notify Client as soon as reasonable and practicable should unanticipated hazardous substances be encountered. Client authorizes MEI to take measures that in MEI's judgement are justified to preserve and protect the health and safety of MEI's personnel and the public. Client agrees to compensate MEI for the additional reasonable cost of working to protect employees' and the public's health and safety, unless it is a State reimbursement program at which time the administering agency would be contacted to reimburse for the costs.

Disposition of Samples and Equipment

8. No samples of materials will be kept by MEI longer than 30 days after submission of the final report unless agreed otherwise. In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances, MEI will, after completion of testing return such samples and materials or properly dispose of such materials in accordance with the applicable laws. Client recognizes and agrees that MEI is acting as a bailee and at no time assumes title to said waste.

Reports, Recommendations and Ownership of Documents

9. Reports, recommendations and other materials resulting from MEI's efforts are intended solely for purposes of this Agreement. Any re-use by Client or others for purposes outside of this Agreement or any failure to follow MEI's recommendations, without MEI's written permission, shall be at the Client's sole risk. Client provided documents will remain property of Client, unless the subject documents are submitted to a public agency. All reports, field notes, calculations, estimates and other documents which are prepared as instruments of service shall remain MEI's property and MEI shall retain copyright to these materials. MEI will retain all pertinent records relating to services performed for a period of six (6) years following submission of a report, during which period the records will be made available to Client upon reasonable request.

Client Representative

10. Client shall designate in writing a person to act as Client's representative regarding the services described in this Proposal. Such person shall have complete authority on behalf of Client to transmit instructions, receive information and interpret and define Client's policies and decisions to and from MEI with respect to this Agreement. For purposes of this Agreement, Client's representative is Craig Yale.

Safety

11. MEI will perform work only under safe conditions. Client will be responsible for all costs reasonably incurred by MEI for safety or security measures required by hazardous job conditions. MEI has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.

Assignment and Subletting

12. This Agreement is binding on heirs and assigns of the parties. This Agreement may not be assigned by Client to any third party without the express written consent of MEI.

Notice of Lien Rights

13. **MEI AND/OR ITS SUBCONTRACTOR WILL HAVE LIEN RIGHTS ON THE OWNERS LAND AS NOTICED USING APPLICABLE STATE FORMS AND PROCEDURES.**

Governing Law

14. This Agreement shall be governed by and interpreted pursuant to the rules of the State of Wisconsin, Indiana or Illinois.

Effective Date

15. This Agreement shall take effect upon acceptance and execution by both parties.

Fees For Service

16. Client shall pay MEI on a time and materials basis. Client shall pay MEI for services in accordance with the provision of the standard rate schedule attached to the Proposal and made a part of this Agreement.

When performing work under the Wisconsin Petroleum Environmental Cleanup Fund Act (PECFA) or the Dry Cleaners Environmental Response Program (DERP), MEI will make every attempt to perform its workscope under the PECFA or DERP regulations and guidelines as set forth by Department of Commerce (formerly DILHR) and the WDNR. However, due to ongoing rule changes and/or individual decisions by the claim evaluator(s), MEI will not warrant or certify that all project work performed will be fully reimbursed. Notwithstanding the foregoing, MEI warrants that the services performed under this Agreement will be performed by MEI in a professional manner in accordance with sound consulting practices and procedures. The Client will be advised in advance, if work to be performed by MEI is definitely not eligible under the PECFA or DERP program. If subcontractor charges are passed through MEI's accounting system, the markup on said charges will not be reimbursed under the PECFA or DERP program.

When MEI or its subcontractors are performing work under the Illinois underground storage tank trust fund or Indiana Excess Liability Trust Fund, all eligible reimbursable costs will be the responsibility of MEI and not the client. Only the clients initial program deductible will be the responsibility of the property owner or tank owner, unless said work is called to the owners attention prior to completing the work. MEI will not be responsible for payment of work performed prior to changes in State regulations, which are grand fathered, thereby making the work ineligible.

Payment for all activities not considered as part of a Wisconsin, Indiana or Illinois State reimbursement programs are due within 30 days of the date of invoice submitted by MEI by Client. MEI will submit invoices to Client upon Completion of services, or upon completion of discrete phases of the project's services if the Proposal identifies such phases. A late service charge of one and one-half percent (1 ½ %) per month will be added to all invoices outstanding more than 30 days. Client agrees to pay all applicable taxes in addition to the fees described above, as well as all attorney's fees and court costs incurred by MEI in collecting any past due sums arising under this Agreement.

Approval and Acceptance

17. Approval and acceptance of this Agreement, including any attachments, shall serve as a binding contract between MEI and Client. All services defined in the Proposal shall be executed in accordance with the terms and conditions of this Agreement, unless otherwise modified herein.

Insurance

18. Insurance

18.1 MEI shall maintain in connection with its services, for the term of this Agreement, one or more insurance policies with the following minimum coverage and limits:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 per accident
	\$500,000 per employee (disease)
Commercial General Liability	\$1,000,000 per occurrence
Bodily Injury and Property Damage	\$1,000,000 aggregate
(including Environmental Impairment Coverage or Pollution Coverage Endorsement)	
Professional Liability	\$1,000,000 limit
Errors & Omissions	
(including Environmental Impairment Coverage or Pollution Coverage Endorsement)	
Automobile Liability	\$1,000,000 per occurrence

18.2 The insurance policies set forth in subparagraph 18.1 shall name Client as an additional insured under such policies if the client so requests.

18.3 MEI shall cause its insurance carriers to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant to subparagraph 18.1 hereof, the expiration dates of such policies and a statement that no insurance under such policies will be canceled or materially changed without 30 calendar days prior written notice to Client.

18.4 MEI shall require each of its subcontractors to comply with the provisions of this Agreement applicable to MEI, including, but not limited to, the insurance requirements described in subparagraph 18.1.

MORaine ENVIRONMENTAL, INC.

Dated: 18 February, 2009

By: Thomas C. Sweet

Thomas C. Sweet, President

CLIENT

Dated: _____

By: _____

Officer Name & Title (For Corporation Only)

7513 45th Avenue

Pleasant Prairie

Kenosha

WI

Property Address

City

County

State

1141 East Lake Cook Road, Deerfield, IL 60015
Mailing Address (If different from above)

Telephone Numbers - Daytime

Other

Fax #

Project Name:

Town & County Laundrymat

Project #:

4385

ATTACHMENT C

Moraine Insurance Certificate

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR CB MORAEN1	DATE (MM/DD/YYYY) 02/18/09
PRODUCER Koehler Insurance Agency, Inc. W62 N582 Washington Ave. PO Box 7 Cedarburg WI 53012-0007 Phone: 262-377-2000 Fax: FAX 377-5571		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Moraine Environmental, Inc. 1402 7th Avenue Grafton WI 53024-2330		INSURERS AFFORDING COVERAGE	
		INSURER A: Acuity Insurance Company	NAIC # 14184
		INSURER B: Rockhill Ins. Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDTL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	RPKGE001398-00	01/10/09	01/10/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNEO AUTOS	D42510	06/30/08	06/30/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	D42510	06/30/08	06/30/09	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC-D42510	06/30/08	06/30/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLCY LIMIT \$ 500,000
B		Contr. Pollution	RPKGE001398-00	01/10/09	01/10/10	see*
B		Professional Liab	RPKGE001398-00	01/10/09	01/10/10	see**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *Contractor's Pollution Liability \$1,000,000 Each Contractors Pollution Condition Limit / \$1,000,000 Aggregate Limit **Professional Liability \$1,000,000 Each Professional Liability Condition Limit/\$1,000,000 Aggregate

CERTIFICATE HOLDER

Craig Yale
 Town & Country Laundrymat
 7513 45th Avenue
 Pleasant Prairie WI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kevin B. Gall

