



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

James Doyle, Governor
Scott Hassett, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Region
Sturtevant Service Center
9531 Rayne Road, Suite IV
Sturtevant, Wisconsin 53177
Telephone 262-884-2300
FAX 262-884-2307
TDD 262-884-2304

July 24, 2006

Mark Drews

Tom Olson
Twin Lakes Laundry, Inc.
PO Box 1012
Twin Lakes, WI 53181

SUBJECT: Approval of Consultant Selection
Twin Lakes Laundry, 111 S. Lake Ave., Twin Lakes, Wisconsin
WDNR BRRTS #02-30-545024 FID#230117910

Dear Mr. Olson:

On June 28, 2006, the Wisconsin Department of Natural Resources (Department) received your request to hire PEP Environmental Services, LLC as your environmental consultant for the activities at the Twin Lakes Laundry Inc. site.

Please submit a detailed workplan for review. Please submit the form 4400-233 as well. If you recall when we spoke on the phone I told you I would get back to you about whether or not that form was also necessary and after discussion with our regional dry cleaner expert it looks like that form is necessary. You do not need to rush completing that, it will not hold up the project. The big information I do need though is the work plan in order to approve the costs. You can submit the workplan and the form at the same time if you want to.

Please be aware that you are required to comply with all applicable statutes and administrative rules including the NR 700 series, Wisconsin Administrative Code, hazardous waste management and wastewater discharges.

Please be aware that this letter does not represent Department "certification" that any response actions taken at your property, such as site investigation, remedial action or case closure under the ch. NR 700 series, are "approved by the Department," as those terms are used in the "remediated property; purchaser liability" section of the hazardous substance discharge law, s. 292.11, Stats.

This approval does not guarantee the reimbursement of costs under the Dry Cleaner Environmental Response Program. Final determination regarding the eligibility of costs for reimbursement will be made at the time of claim review.

If you have any questions or concerns regarding the content of this letter, please contact me at 262-884-2341.

Sincerely,

Shanna L. Laube-Anderson
Shanna L. Laube-Anderson

230117910

Record Statement
6/28/06

State of Wisconsin
Department of Natural Resources
Box 7921, Madison, WI 53707-7921

**Dry Cleaner Environmental Response Program
Interim and Remedial Action Bid Proposals Summary**
Form 4400-212 (R 4/04) Page 1 of 2

Notice: This form is authorized under s. 292.65, Wis. Stats., and ch. NR 169, Wis. Adm. Code. The following information about the selection of consultants for interim actions, site investigations, and remedial action activities is required under ch. NR 169, Wis. Adm. Code. There are no penalties for failing to complete this form, but persons who do not complete and submit this form will not be eligible for reimbursement under this program. Personal information is not intended to be used for any other purpose other than that for which it is originally being collected. Information will be made available to requesters under Wisconsin's Open Records laws (s. 19.32-19.39, Wis. Stats.) and requirements.

Instructions: Complete this form and attach a copy of the accepted signed bid. See reverse side for detailed instructions. **Copy this form as necessary.**

Applicant Information

Applicant Name <i>Thomas Olsen</i>	Business Name <i>OLSEN PROPERTIES, LLC</i>
Dry Cleaning Facility Name <i>Twin Lakes Laundry Inc.</i>	Location <i>P.O. Box 1012, 111 S. LAKE AVE TWIN LAKES, WI 60156</i>

Consultant Name	Bid Proposal Amount	Consultant Selected (select one)
<i>PEP ENVIRONMENTAL SERVICES, LLC</i>	<i>\$17,930⁰⁰</i>	<input checked="" type="checkbox"/>
<i>CELERITY ENVIRONMENTAL, LLC</i>	<i>\$18,815⁰⁰</i>	<input type="checkbox"/>
<i>SENTINEL ENVIRONMENTAL SERVICES</i>	<i>\$21,065⁰⁰</i>	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

If this summary is being provided as part of a reimbursement application, did your actual costs exceed the proposal costs by more than \$3,000 or 5% of the original estimate (whichever is larger).

Yes No

If yes, send a copy of the accepted amendment, signed by the DNR project manager.

Certification

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

Applicant Signature <i>Thomas Olsen</i>	Date Signed <i>6-26-2006</i>
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Department Use Only		
Project Manager Signature <i>Sharon Heubell Anderson</i>	Date <i>6/28/06</i>	Telephone Number <i>262-884-2341</i>
Consultant Selection <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected	Reason For Rejection/Notes	

**Dry Cleaner Environmental Response Program
Interim and Remedial Action Bid Proposals Summary**
Form 4400-212 (R 4/04) Page 2 of 2

Instructions

You are required to submit this form with a copy of the signed accepted bid. The accepted bid must be signed by both the applicant and the Project Manager.

You are required to provide the bid proposals summary information on this form for interim and remedial actions.

- a. Fill in applicant name, applicant business name, dry cleaning facility name and location.
- b. Submit this form with the Dry Cleaner Environmental Response Program Application, Form 4400-211 to your DNR region Remediation and Redevelopment project manager.
- c. **Attach a copy of the accepted proposal for services**, including copies of any records of contract negotiations. Remember to code the detailed costs on the accepted bid proposal to the program's standard cost categories. Also submit a copy of all signed amendments.

See the application instructions for information on coding bid proposals for reimbursement..

Definition of Form Sections

Applicant Information: Enter your name and check the appropriate box indicating why you are submitting this form.

Applicant Additional Information: If you are submitting this form to obtain DNR approval to select a consultant other than the lowest bidder, enter your mailing address and telephone number. Enter your fax number and e-mail address if you have them.

Consultant Information: Check the appropriate box to indicate the type of response action services you solicited bid proposals for. For each consultant that you received a bid proposal from (the program requires a minimum of three), list their name, the total amount of their bid proposal, and then in the "Consultant Selected" column check one box to indicate the consultant that you selected or would like to select. If you are submitting this form with a reimbursement application, check the box to indicate whether your actual costs exceeded the original proposal costs by more than \$3,000.

Certification: Sign and date the application, certifying that the information you are submitting is true and correct.

FOR ADDITIONAL INFORMATION: see ch. NR 169.23, Wis. Adm. Code, Consulting and Contract Services, and publications RR #631, The Dry Cleaner Environmental Response Program and RR #635, Hiring a Consultant - What You Should Know. Contact your DNR regional Remediation and Redevelopment project manager, if you have any questions.

PEP Environmental Services, LLC

DERF SITE INVESTIGATION

PROPOSAL - TASK #2

**SIGN AND
RETURN TO
PEP ENVIRONMENTAL**

CLIENT: Olsen Properties, LLC

CLIENT CONTACT: Mr. Tom Olsen **TELEPHONE:** cell: 847-542-0522 or home: 847-961-6930

CLIENT ADDRESS: P.O. Box 1012, Twin Lakes, WI 53181

SITE NAME: Twin Lakes Laundry **BRRTS #:** 02-30-545024 & **FID #:** 230117910

SITE LOCATION: 111 South Lake Avenue, Village of Twin Lakes, WI 53181

DATE: April 14, 2006

SITE HISTORY

PCE contamination was discovered in soil and groundwater at the site during the site investigation scoping phase of this project (Task #1). This property has been the site of an active dry cleaner in the past. The Village of Twin Lakes is serviced by private potable wells. The extent of the contamination is unknown. The Wisconsin Department of Natural Resources (WDNR) is requiring that the degree and extent of contamination be defined.

PROJECT OBJECTIVE

It is PEP Environmental Services intent to obtain acceptable site closure from the WDNR. This will be achieved in accordance with NR 169 & 700. The costs to complete Task #2 are outlined below. Cost estimates for additional tasks will be based on data collected from the previous task and outlined in change orders requiring the client's signature prior to proceeding with each task.

TASK #2 OBJECTIVE SITE INVESTIGATION

- To provide the client with information regarding the extent and degree of soil contamination associated with the former dry cleaning operation. PEP will also determine the extent of PCE-contaminated groundwater, the groundwater flow direction, and the hydraulic gradient at the site. We will also evaluate the impact of this release, if any, to the area's potable wells.
- We will use the results of the site investigation to evaluate and select the most cost effective remedial alternative.
- To assist the client in obtaining reimbursement through the Dry Cleaner Environmental Response Fund (DERF) for all eligible costs associated with the site investigation.

PEP Environmental Services, LLC

7147 Cedar Sauk Road, Saukville, WI 53080-2452

Phone: 414-801-1730 Fax: 262-675-2062 Email: pepenviro@core.com

SCOPE OF SERVICES - TASK #2

PEP Environmental Services, LLC, will provide the following services:

- Review all available site background information.
- Contact appropriate authorities to obtain proper permits and to coordinate the locating and marking of underground utilities and conduits.
- Prepare a site investigation work plan in compliance with NR 716.09 and submit it to the WDNR.
- Prepare and administer a site-specific safety plan. Obtain permission to drill off-site.
- Observe and document the completion of up to eight soil borings, four on site and four off-site. Soils will be sampled using a split spoon sampler at 2-foot intervals. Soils will be described according to the Unified Soil Classification System. Borings not completed as monitoring wells will be backfilled to the surface with bentonite and surface patched as necessary.
- Construct and develop seven groundwater monitoring wells and one piezometer in accordance with Chapter NR141 of the Wisconsin Administrative Code.
- Field screen soil samples from borings for volatile organic compounds (VOCs) with a photoionization detector (PID) using the headspace method.
- Collect and analyze one soil sample from each boring (8 total) and analyze each sample for VOCs.
- Collect a groundwater sample from each well following proper development and analyze it for VOCs and dissolved oxygen. Quality assurance samples will be analyzed as required by the WDNR.
- Collect and analyze up to 12 water samples from nearby private potable wells around and downgradient of the site.
- Containerize all soil cuttings generated during the site investigation. All purge and equipment wash water will be disposed of in the sanitary sewer system or containerized in drums.
- Evaluate and interpret all field and laboratory results. Based on the results of the site investigation, we will evaluate appropriate remedial alternatives and prepare preliminary cost estimates.
- Prepare and submit all necessary documentation to obtain DERF reimbursement of eligible expenses.

DOCUMENTATION

PEP will provide the client with a comprehensive report detailing on-site field activities. This report will contain soil boring logs, monitoring well construction reports, laboratory data sheets, site location and features maps, soil profile cross-sections, and estimated-extent-of-soil-and-groundwater-contamination maps. The report will also provide a general discussion outlining possible remediation options based on the site-specific conditions identified during the site investigation.

SCHEDULE

Upon receipt of a signed proposal, PEP will contact the client to arrange a start date. The report will be submitted within 45 days of completion of field work.

STATEMENT OF QUALIFICATION AND EXPERIENCE

The professional-services staff of PEP Environmental Services, LLC, is composed of an Environmental Scientist, Certified Hazardous Materials Manger, and Registered Environmental Manager. The projects completed by the professional-services staff include property transaction assessments, UST removals, site assessments, site investigations, remedial action plan design and implementation for solvent- and petroleum-contaminated soil and water, and groundwater monitoring and sampling., remediation of solvent- and petroleum-contaminated soil and water, and groundwater monitoring and sampling.

Each member of the professional staff of PEP is registered with the Wisconsin Department of Commerce (WDCOM). This registration permits our staff to work on projects that are eligible for reimbursement from the PECFA fund.

PEP has provided a signed statement to WDCOM agreeing to abide by the provisions of the statutes and administrative laws under the PECFA program. This signed statement certifies PEP's knowledge of the PECFA program and its provisions. This registration permits our staff to work on projects that are eligible for reimbursement from the PECFA fund.

In addition, our professional-services staff satisfies the consultant qualifications established by the WDNR. These WDNR qualifications are published in Chapter NR 700 of the Wisconsin Administrative Code.

PEP maintains \$1,000,000 errors and omissions insurance coverage, including pollution impairment liability, provided by an A. M. Best A+ rated insurance company (AIG). An insurance certificate is available on request verifying the existence of the required insurance coverage.

BASIS FOR COST ESTIMATE

This investigation and cost estimate are based on procedures outlined in the most recent WDNR publications and Wisconsin Administrative Code Chapter NR 169 & 700. Compliance with all applicable WDNR regulations governing site investigations is imperative to remain eligible for reimbursement through the DERF program.

PEP will obtain the lowest-cost drilling, laboratory, and other commodity services by obtaining a minimum of three competitive bids.

PEP will contact Diggers Hotline and the proper authorities prior to the start of this project. PEP is not responsible for any damage or repair to internal unmarked utilities (e.g., electrical conduits or unmarked private utilities) at this site.

PEP will spend up to five days in the field observing and documenting soil borings, monitoring well installations, and sampling. Costs assume drilling in fair weather and do not take into consideration delays caused by rain, subfreezing temperatures, or other unforeseen circumstances.

The drilling subcontractor costs have been estimated using a 15-foot average depth per soil boring for the monitoring wells and 35 feet for the piezometer. The groundwater table is believed to be about 10 feet below ground surface at the site.

This cost estimate assumes that eight borings, all of which will be converted into monitoring wells, will adequately identify the vertical and horizontal extent of contamination. Actual site conditions will dictate the number and depth of borings and monitoring wells to be completed. If contamination is more extensive or groundwater is deeper than anticipated, additional borings and monitoring wells may be necessary at additional cost.

This cost estimate does include the disposal of PCE-contaminated soil cuttings and purge water. The disposal method will be determined after completion of the site investigation and receipt of laboratory analyses.

The costs outlined below are an estimate of the scope of services outlined in this proposal. Any deviation from the proposed scope of services may result in additional costs. No work beyond the scope of this proposal will be completed without the client's authorization.

TERMS AND CONDITIONS OF WORK PERFORMED

It is PEP's intention to carry this project through to remediation. Data collected during the site investigation will be used by PEP to design and implement the most cost-effective remediation strategy.

This proposal is subject to the terms and conditions outlined in the attached Environmental Consulting Services Agreement.

Prices stated are current prices and good for 60 days from the date of the proposal. The client will be notified of all price increases prior to the start of any work.

Although DERF may reimburse a substantial share of the cost of conducting a remediation of a VOC contamination, the owner will have a program deductible that he or she must pay. In addition, there may be costs that are not covered by the DERF program or are above the maximums that will be reimbursed by the fund. A remediation may cost you more than the deductible.

Payment terms are NET 15 days from the invoice date. Past-due accounts may be charged one and one-half percent per month.

TwinLakesLaundryp1a

COST ESTIMATE FOR THE ENVIRONMENTAL SITE INVESTIGATION**LABOR COSTS**

LABOR CATEGORY	QUANTITY	RATE	COST
Hydrogeologist	2 Hours	\$85.00	\$170.00
CHMM/Environmental Scientist	90 Hours	\$85.00	\$7,650.00
Technical Drafter	3 Hours	\$45.00	\$135.00
Document Production	0 Hour	\$25.00	\$0.00
Complete Reimbursement Application *			
TOTAL LABOR			\$7,955.00

TRAVEL COSTS

TRAVEL CATEGORY	QUANTITY	RATE	COST
Mileage	400 Miles	\$0.50	\$200.00
Per Diem	1 Days	\$75.00	\$75.00
TOTAL TRAVEL			\$275.00

SUPPLY COSTS

SUPPLIES	QUANTITY	RATE	COST
Sampling Supplies	8 Kits	\$25.00	\$200.00
Photoionization Detector	2 Day	\$75.00	\$150.00
Equipment and Supplies			\$250.00
TOTAL SUPPLIES			\$600.00

* Cost is not reimbursed through DERF.

COMMODITY SERVICES

COMMODITY SERVICE	QUANTITY	RATE	COST
Drilling Contractor			\$6,060.00
Disposal of Soil Cuttings	10	\$150.00	\$1,500.00
Laboratory Analyses			
Soil*			
VOCs	8	\$55.00	\$440.00
Methonal Blank	1	NC	\$0.00
Groundwater*			
VOCs	20	\$55.00	\$1,100.00
Natural attenuation parameters	0	\$50.00	\$0.00
VOCs Trip Blank	1	NC	\$0.00
TOTAL COMMODITY SERVICES			\$9,100.00

* Includes WDNR quality assurance samples.

TOTALS

TOTALS	COSTS
TOTAL LABOR	\$7,955.00
TOTAL TRAVEL	\$275.00
TOTAL SUPPLIES	\$600.00
CONSULTING SERVICES SUBTOTAL	\$8,830.00
COMMODITY SERVICES SUBTOTAL*	\$9,100.00
ESTIMATED PROJECT TOTAL	\$17,930.00

* These costs will be billed directly to the client.

ENVIRONMENTAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made as of **April 14, 2006**, by and between PEP Environmental Services, LLC ("PEP ") and **Olsen Properties, LLC** ("Client").

RECITALS

A. PEP submitted a proposal to Client dated **April 14, 2006**, a copy of which is attached and incorporated by reference (the "Proposal") to perform professional engineering, consulting and other services at the **Twin Lakes Laundry Site** (the "Site") and Client accepts the Proposal and engages PEP pursuant to the terms and conditions of this Agreement to perform those services (the "Project").

B. Client may desire to retain certain independent contractors directly in connection with the proposed work at the site to minimize expenses rather than have PEP retain its own subcontractors and PEP is willing to agree to such an arrangement provided PEP is not liable for the acts, errors, omissions or negligence of Client's independent contractors regardless of oversight activities by PEP.

AGREEMENTS

In consideration of the mutual agreements herein, the parties agree as follows:

1. Services. PEP agrees to perform the professional engineering, consulting and other services described in the Proposal under the terms and conditions of the Proposal and as set forth in this Agreement.

2. Fees For Services. Client shall pay PEP the full amount of the single price quoted in the Proposal. Any price designated in the Proposal as an Estimate shall be for estimating or budgeting purposes only. In the event that the Proposal quotes a price on a time and materials basis rather than on a single price basis, Client shall pay PEP fees, costs and disbursements for its services in accordance with the provisions of the Standard Fee Schedule attached to the Proposal and made a part of this Agreement. PEP acknowledges that the amount of PEP's single price quote in the Proposal shall be reduced by the amount of the subcontractor cost PEP quoted for contractors that Client elects to retain directly.

Payment in full is due within 15 calendar days of the date PEP submits its invoice to Client. PEP will submit invoices to Client upon completion of the Project, or every 30 days for services rendered. A late service interest charge of 1-1/2% per month may be added to all invoice amounts outstanding more than 15 days. Client agrees to pay all applicable taxes in addition to the fees described above, as well as all reasonable attorneys' fees, court costs and other litigation expenses incurred by PEP in collecting any past dues arising under this Agreement.

3. Recognition of Risk. Client recognizes, and PEP's performance of its services under this Agreement is subject to, the following risks:

(a) it is not possible with a limited sampling and analysis program to absolutely prove the presence or absence, as the case may be, of underground storage tanks, hazardous wastes, hazardous substances, solid wastes or toxic materials at the Site;

(b) investigations by PEP at the Site may disclose the presence of hazardous wastes, hazardous substances, solid wastes or toxic materials or other contaminants or pollutants, 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;

(c) environmental, geological, hydrogeological, chemical, geotechnical, groundwater, and other conditions and characteristics at the Site can change over time, and data regarding such conditions and characteristics can vary from time to time and from place to place at the Site;

(d) commonly used exploration and investigative methods and technologies, including, but not limited to, drilling, boring, the excavation of test-pits, and groundwater sampling, involve an inherent risk of contamination of previously uncontaminated soil or groundwater by contaminants already present on the Site; and

(e) governmental regulations with respect to environmental contamination, investigation and cleanup, education, and/or training may change over time. PEP will operate and conduct the investigation under currently acceptable standards of care for the industry. Changes in the industry standards after the completion of the project shall not be deemed as evidence that PEP has failed to perform its services under this Agreement in accordance with generally prevailing professional standards.

4. Client Obligations.

(a) Client shall provide or make available to PEP any reports, studies, analyzes, documents, data and information regarding conditions at the Site (e.g., hazardous wastes, solid wastes, hazardous substances, contaminants, pollutants, chemicals, underground obstructions, underground tanks, underground piping, site history, utilities, utility lines and manufacturing specifications, requirements and processes). PEP is entitled to rely upon such information supplied by the Client.

(b) Client shall provide for PEP's right to enter the Site and/or adjacent properties as necessary for PEP to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits, approvals and authorizations and shall protect, indemnify, defend and hold PEP and its officers, directors and employees harmless from and against any claims of trespass or property damage made while providing the services described in this Agreement, except to the extent PEP is negligent or has violated the Client's specific written instructions concerning entry into the Site and/or adjacent properties.

5. Independent Contractors.

(a) PEP agrees that Client shall have the right to engage one or more independent contractors (the "Client Contractors") to perform all or any portion of the subcontractor services that PEP has identified in the Proposal as necessary to enabling PEP to complete its professional engineering, consulting and other services at the Site. Neither this Agreement nor any Client Contractor agreement will create any contractual relationship between PEP and the Client Contractor nor any liability of PEP to any Client Contractor regardless of any oversight activities of PEP. Client acknowledges that PEP makes no representation or warranty, and assumes no responsibility, with respect to the continued certification by the Wisconsin Department of Natural Resources of the laboratory Client contracts with to perform the laboratory services required pursuant to this Agreement and the Proposal.

(b) Client agrees that its contract with any Client Contractor shall require the Client Contractor to:

(i) maintain the following insurance coverage throughout the term of this Agreement and submit certificates verifying such insurance to PEP upon its request:

[a] workers' compensation and employers' liability insurance;

[b] comprehensive automobile and vehicle liability insurance with \$1 million combined single limit coverage maintained on an occurrence basis for injuries to persons and property (if Client Contractor has a claims made comprehensive automobile and vehicle liability insurance policy, Client Contractor shall agree to maintain such policy for two years after its performance of services);

[c] commercial general liability insurance with \$1 million combined single limit coverage maintained on an occurrence basis for injuries to persons or damage to property of others arising out of any negligent acts, errors or omissions of the Client Contractor or any of its employees, agents subcontractors, vendors, suppliers or invitees (if Client Contractor has a claims made commercial general liability insurance policy, Client Contractor shall agree to maintain such policy for two years after its performance of services); and

[d] if applicable, professional liability (errors and omissions) insurance coverage of \$1,000,000.

(ii) defend, indemnify and hold PEP harmless from and against all liabilities, claims, causes of action, costs and expenses (including reasonable attorneys' fees and other costs of defense) and demands related to, or on account of, alleged personal injuries, bodily injuries, property damage, property loss or damage of any kind whatsoever, including without limitation, workers' compensation claims, construction lien claims and claims by subcontractors and material suppliers against Client which arise out of or are in any manner connected with the performance of this Agreement, based on injury, loss or damage allegedly caused by the Client Contractor, its lower tier subcontractors, if any, or the agents, employees or invitees of either.

(c) Client agrees to notify PEP of which independent contractors Client wishes to use. PEP then has 10 days to notify Client if that contractor is not acceptable to PEP. Client agrees that PEP, at its sole discretion, may reject any independent contractor. Client agrees it shall be responsible for paying subcontractors it chooses to retain for the services they provide on the Project within 30 days of receipt of invoices from such contractors.]

6. Project Delay. PEP is not responsible for any delay caused by third parties, unforeseen weather conditions, intervention of regulations or public authorities, lack of necessary permits, approvals or authorizations, work stoppages, changes in applicable federal, state or local laws or regulations after the date of this Agreement. In the event of any such delay, PEP shall be entitled to reasonable additional time to perform the services described in the Proposal. The Client shall compensate PEP for any additional fees, costs and disbursements caused by such delay.

7. Project Changes. Client may at any time prior to completion of the services described in the Proposal request modifications in such services by written change order. Such changes shall not become a part of this Agreement unless agreed to in writing by PEP.

8. Client Representative. Client shall designate in writing a person to act as Client's representative regarding the Project. Such representative 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 PEP with respect to this Agreement.

9. Indemnification.

(a) PEP agrees to defend, indemnify and hold Client harmless from and against any and all claims, demands, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees and other costs of defense) ("Liability") for damage to property, injury to person or death of any person arising out of any negligent act, error or omission or willful misconduct of PEP or its employees in the performance of PEP 's services under this Agreement; provided, however, the Liability of PEP , its directors, officers and employees shall not exceed in the aggregate the total sum then available under PEP 's applicable liability insurance policies (except as limited in 9 (b)). The term "applicable liability insurance policies" means either PEP's professional liability (errors and omissions) policy, or its general liability policy, or both, as the case may be under the circumstances.

(b) For activities conducted by PEP under proposals identified as "Phase I Environmental Site Assessment" or "Transaction Screen Assessment", PEP's liability shall not exceed \$50,000 or the cost of the assessment, whichever is greater.

(c) Client hereby covenants and agrees PEP shall not be liable for any losses, damages, costs and expenses (including reasonable attorneys' fees and other costs of defense) incurred by Client arising out of or resulting from the actions, negligence, errors, omissions or conduct of Client or the Client Contractors or their respective directors, officers, employees, agents, subcontractors, vendors, suppliers or invitees. Client hereby forever and fully releases, acquits and discharges PEP, its directors, officers and employees from, and covenants not to sue such parties in connection with, any and all claims and causes of action which Client may now have or hereafter have against PEP arising out of or resulting from the actions, negligence, errors, omissions or conduct of Client or the Client Contractors or their respective directors, officers, employees, agents, subcontractors, vendors, suppliers or invitees. Client hereby agrees to indemnify, defend and hold PEP, its directors and officers and employees harmless from and against all liabilities, losses, claims, causes or action, damages, costs and expenses (including reasonable attorneys' fees and other costs of defense) which PEP, its directors, officers and employees may hereafter incur, sustain or suffer in connection with any claim, action, cause of action, change in action or right of action (at law or in equity) in connection with the performance of services under this Agreement, including without limitation any injury to person (including death) or any loss or damage to property which arises out of any negligent act, error or omission or willful misconduct by Client or Client Contractors or their respective directors, officers, employees, agents, subcontractors, vendors, suppliers or invitees.

10. Event of Default. Client and PEP agree that in the event Client claims PEP has defaulted in performing its obligations under this Agreement, Client shall promptly give written notice of the claimed default to PEP. PEP will then have a reasonable period of time to substantially cure the claimed default. If PEP fails to substantially cure the claimed default within a reasonable period of time, Client shall so notify PEP in writing. Upon so notifying PEP, Client may engage another professional consulting firm to complete the Project. Any liability which PEP might have to Client for any costs so incurred by Client in completing the Project shall not exceed in the aggregate total sum then available under PEP 's applicable liability insurance policies then in force.

11. Safety. PEP will perform work only under safe conditions. Client will be responsible for all costs incurred by PEP for safety or security measures required by hazardous or dangerous working conditions. PEP has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons. The Client Contractor shall be responsible for their own health and safety and the failure of any Client Contractor to perform work only under safe conditions shall not be imputed to PEP regardless of PEP's oversight activities.

12. Notice of Lien Rights. AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, PEP HEREBY NOTIFIES CLIENT THAT PERSONS, COMPANIES, OR CONSULTANTS FURNISHING LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON THE CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO PEP, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FURNISH LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. PEP AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS WHO SEPARATELY CONTRACT WITH PEP ARE DULY PAID.

13. DERF Claims. Although the Dry Cleaner Environmental Response Fund (DERF) may reimburse a substantial share of the cost of conducting the investigation and remediation of a solvent release, Client will have a program deductible that it must pay. In addition, there may be costs that are not covered by DERF or are above the maximums that DERF will reimburse. Investigation and remediation of the Site may cost the Client more than the DERF deductible.

14. Miscellaneous.

- (a) Amendment. This Agreement may only be amended by a written agreement of PEP and the Client.
- (b) Governing Law. This Agreement shall be governed by and subject to the laws of the State of Wisconsin.
- (c) Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing and mailed by certified mail or sent via facsimile transmittal with the hard copy mailed, in the case of PEP, to:

PEP Environmental Services, LLC
7147 Cedar Sauk Road
Saukville, WI 53080-2452
Attn: Peter E. Pavalko

and in the case of Client, to the Client representative as designated pursuant to section 8 of this Agreement at the address set forth in the Proposal; or to such address as PEP or Client may designate by notice in writing to the other.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit and burden of and shall be enforceable by PEP and Client, their successors and assigns. This Agreement may not be assigned by PEP or Client without the written consent of the other, which consent shall not be unreasonably withheld.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions thereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provisions so as to make it valid, reasonable and enforceable.

(h) Expenses. All expenses and costs incurred by PEP to enforce any term or provision of this Agreement, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses shall be paid by Client.

(i) Duplicates. This Agreement will be executed in the form of two duplicate originals. PEP and Client will each retain one fully executed duplicate original. Each duplicate original will be admissible in evidence.

(j) Entire Agreement. This Agreement (which incorporates the Proposal) contains the entire agreement between the parties with regard to the matters contained herein. This Agreement supersedes and takes precedence over any prior agreement between the parties.

PEP ENVIRONMENTAL SERVICES, LLC

Name: *Peter E. Pavalko*

Date: *4-14-06*

Title: *President*

OLSEN PROPERTIES, LLC

Name: *Thomas Olsen*

Date: *6-25-2006*

Title: *President*