

February 2, 2007



Mr. Skip Glor
DeWitt Ross & Stevens s.c.
13935 Bishop's Drive
Brookfield, WI 53005-6605

RE: Proposal/Work Plan for Site Investigation at the Express Dry Cleaners
Property Located at 3941 North Main Street in Racine, Wisconsin — DNR
BRRTS # 02-52-547631; EDS Proposal No. A070106

Dear Mr. Glor:

As requested, **Environmental & Development Solutions, Inc. (EDS)** has prepared this proposal and work plan for conducting soil and groundwater sampling services at the above referenced property. This proposal presents a scope of work to conduct the investigation services at the site in accordance with the Dry-Cleaner Environmental Response Program (DERP) administered by the Wisconsin Department of Natural Resources (DNR). We will also provide a full range of project management services, including assisting you in applying for reimbursement through the Dry-Cleaner Environmental Response Fund (DERF). The work will be conducted in accordance with applicable DNR codes and guidance.

Project Background

It is understood that your firm represents the Ehrlich Family Limited Partnership, the current owner of the above referenced property. The property has been occupied by Express Dry Cleaners for about the past two years. The property was previously occupied by the Valet Cleaners. A Phase I Environmental Site Assessment (ESA) indicated that the site has been used for dry cleaning purposes for at least 15 years. In April 2006, a Phase II ESA was conducted at the site, which included collecting soil samples from three borings. The results indicated that soils impacted with dry cleaning solvents are present beneath and along the east side of the building (3941 North Main Street). The soil impacts have not been defined and groundwater samples have not been collected to evaluate impacts to groundwater. A Site Investigation Scoping was recently conducted to establish an appropriate scope of work for the investigation. An investigation Bid Package was provided to EDS and is included as an attachment to this proposal. This proposal is intended to comply with the requirements of the Bid Package and DERP. The existing data from previous sampling conducted at the site, along with the work proposed in this proposal is intended for use in determining the scope of work for the remedial action phase of the project.

Scope of Work

In order to determine the degree and extent of the soil and groundwater impacts, EDS proposes the following scope of work:

- Prepare this site investigation work plan.
- Assist with the selection of a drilling contractor and analytical laboratory. The drilling and laboratory services will be selected through a competitive bidding process. The drilling and laboratory contractors will be retained directly by you. On your behalf, EDS will prepare scopes of work and request the bids. EDS will then coordinate the projects with the selected contractors. EDS will evaluate the contractor invoices for accuracy and compliance with their bids.
- Prepare a site-specific health and safety plan.
- Coordinate the project with the drilling contractor, who will drill fourteen borings and complete seven of the borings as groundwater monitoring wells. EDS anticipates utilizing detachable or mini geoprobe equipment within the dry cleaning facility to advance the borings within the building.
- Collect representative soil samples from the soil borings.
- Screen the soil samples to preliminarily evaluate their degree of impacts. The soil samples will be field screened utilizing a BW Technologies Gas Alert Micro 5 photoionization detector (PID) with a 10.6 eV lamp.
- Document the construction of seven groundwater monitoring wells. The monitoring wells will be installed in accordance with Wisconsin Administrative Code (WAC) chapter NR 141 to a depth of 15 feet below ground surface (bgs). One of the wells will be constructed as a piezometer to a depth of 30 feet bgs. The wells will be utilized to evaluate hydrogeologic characteristics and the degree and extent of groundwater impacts. EDS will develop the wells in accordance with DNR requirements, and prepare the appropriate documentation required by the DNR.
- Document the abandonment of borings not constructed as groundwater monitoring wells and convert three borings inside the building to vapor monitoring points.
- Measure the depth to groundwater at each monitoring well in order to evaluate the direction of groundwater flow.
- Collect a round of groundwater samples from each well.

- Survey the elevations of the ground surface and top of casings of each monitoring well to evaluate the direction of groundwater flow.
- Calculate the hydraulic conductivity through transmissivity testing.
- Submit selected soil samples to an analytical laboratory for volatile organic compound (VOC) testing to quantify contaminants. EDS estimates submitting twenty soil samples for analytical testing. In accordance with DNR requirements, chain of custody procedures will be followed throughout sample handling and the samples will be submitted for analyses of VOCs by EPA method 8260.
- Submit selected groundwater samples to an analytical laboratory for VOC testing to quantify contaminants. Chain of custody procedures will be followed throughout sample handling and the groundwater samples will be analyzed for VOCs by EPA method 8260. Inorganic data such as pH, temperature, dissolved oxygen, and conductivity will be collected during well sampling.
- Conduct a vapor survey within and beneath the existing building to evaluate risks to indoor air quality. The vapor screening and an evaluation of risks to indoor air quality will be conducted in accordance with the EPA's Subsurface Vapor Intrusion Guidance to determine if there is unacceptable risk to human health due to vapor intrusion. Vapor monitoring/purging will be conducted at the boring locations converted to vapor sampling points utilizing a PID, prior to conducting sampling utilizing the Summa canister method of sample submittal for VOC vapor analytical testing.
- Evaluate the necessity of additional investigation and/or groundwater monitoring at the site. The investigation results obtained from the site will be utilized to evaluate the degree and extent of soil and groundwater impacts at the site and determine if any additional investigation or monitoring is required.
- Coordinate the disposal of investigative wastes. Soil cuttings will be stored on-site in either drums or a roll-off box for subsequent disposal. The analytical data will be used to obtain a "contained out" ruling from the DNR and for landfill disposal approval. Purged groundwater generated during the development and sampling of the wells will be stored on-site in 55-gallon drums for subsequent disposal.
- Prepare a site investigation (SI) report presenting the procedures and results of the sampling, along with conclusions and recommendations based on the results. The SI report will evaluate remedial action options including natural attenuation. The investigation results will be presented in a draft report. After review and comment, a final report will be submitted to your client and the DNR. The SI report will present and explain the significance of the technical

data in a concise and comprehensive report. The report will comply with WAC chapter NR 716.15 and assist in determining the appropriate scope of subsequent remedial actions for the site.

In addition to the scope outlined in the Bid Package, EDS believes that vapor screening and an evaluation of risks to indoor air quality should be included in the investigation scope of work. As such, the tasks and costs associated with vapor screening and evaluation are included. The costs are included separately to allow for a comparison of the Bid Package scope of work. If additional services are required by the DNR or the scope of work described in this proposal/work plan is substantially altered, an added or revised scope of work can be documented in future correspondence and added to this proposal.

DERP Fund Application and Deductible

Eligible costs associated with the investigation and remediation of chlorinated VOCs at this site will be reimbursed through the DERF. EDS will file a reimbursement application for eligible costs upon reaching the program milestones presented in WAC chapter NR 169. EDS will inform the client of potential ineligible costs and will strive to minimize those costs throughout the project. The program deductible for the DERF is \$10,000 for reimbursement of up to \$200,000, with an additional deductible for costs up to \$500,000, the maximum award per facility. EDS will do the following as outlined in WAC chapter NR 169:

1. Be fully informed about the project's scope and required services, and have the experience and ability to analyze alternatives and design the most suitable response action consistent with technical and economic feasibility, environmental statutes and rules, restoration timeframes and the latest technical advances.
2. Provide necessary staff and facilities for all phases of planning, investigation, design, construction and operation.
3. Retain and confer with specialists on unusual matters; provide qualified technical reviewers, who will keep the owner advised on technical and regulatory matters and work toward planned remediation goals.
4. Perform all services in an ethical, professional and timely manner.

Project Staff

EDS can complete this project by providing the client with technical expertise, experience with conducting DERP projects, and a broad range of project management services. EDS will work diligently to complete the scope of services presented in this proposal and work plan, and focus on your concerns throughout the project. Our goals for the project will focus on what your goals are, but will also include making you completely satisfied with our services. The following individuals will be the primary contacts for conducting or assisting with your project.

- Trenton J. Ott, Project Manager
- Jason E. Bartley, P.G., Vice President
- Richard W. Frieseke, P.E., President

Estimated Costs

The costs for the SI Tasks are estimated as follows:

Task 1	Work Plan		
	Project Manager (4hr @ 75/hr)		\$200
	Drafting (2hr @ \$50/hr)		<u>100</u>
	Task 1 cost estimate		\$300
Task 2	Well Installation (consulting)		
	Project Manager (4hr @ 75/hr)		\$300
	Field Technician (16hr @ \$50/hr)		800
	Expenses		375
	Equipment		<u>300</u>
	Task 2 cost estimate		\$1,775
Task 2	Well Installation (contractor)		
	Mobilization		\$550
	Drilling (94 ft @ \$10/ft)		940
	2" Well Installation (90 ft @ \$10/ft)		900
	Probing (144 ft @ \$8.5/ft)		1,224
	1" Well Installation (30 ft @ \$5/ft)		150
	Well Covers (7 @ \$135 ea)		945
	Drums (6 @ \$45 ea)		270
	Decon (3 hr @ \$100/hr)		300
	Soil Laboratory (20 VOCs @ \$75 ea)		1,500
	Soil Disposal		<u>700</u>
	Task 2 cost estimate		\$7,479
Task 3	Groundwater Sampling (consulting)		
	Project Manager (2hr @ 75/hr)		\$150
	Field Technician (10hr @ \$75/hr)		750
	Expenses		375
	Equipment		<u>300</u>
	Task 3 cost estimate		\$1,575
Task 3	Groundwater Sampling (contractor)		
	Drums (2 @ \$45 ea)		\$90
	Groundwater Laboratory (7 VOCs @ \$75 ea)		525
	Natural Attenuation Testing (7 @ \$25/well)		175
	Groundwater Disposal		<u>200</u>
	Task 3 cost estimate		\$885
Task 4	Vapor Survey		
	Vapor point installation (3 @ \$150 ea)		\$450
	Field Technician (5hr @ \$75/hr)		375
	Vapor Laboratory (3 Suma VOCs @ \$325 ea)		<u>975</u>
	Task 4 cost estimate		\$1,725
Task 5	Project Coordination/Data Evaluation		
	Project Manager (20hr @ 75/hr)		\$1,500
	Project Assistant (20hr @ \$50/hr)		<u>1,000</u>
	Task 5 cost estimate		\$2,500

Task 6	SI Report Preparation	
	Project Engineer (4hr @ 100/hr)	\$400
	Project Manager (30hr @ 75/hr)	2,250
	Project Assistant (10hr @ \$50/hr)	500
	Drafting (4hr @ \$50/hr)	<u>200</u>
	Task 6 cost estimate	\$3,350
	Estimated Project Costs	\$19,589

The above costs are provided as an estimate. The actual costs for the EDS services will be invoiced on a time and materials basis in accordance with the attached fee schedule. The actual contractor costs will be obtained through a competitive bidding process and will be invoiced on a unit rate. The contractors will be retained directly by the Client. Throughout the project, EDS will provide the Client with cost estimates, and will notify the Client if the project costs will increase due to additional required work. The above estimate does not include costs for the following services due to the fact that the costs for these services are dependent on specific requirements that will be determined based on the results of the work proposed in this letter:

- DNR review fees
- Additional investigation or monitoring
- Characterization or disposal of hazardous investigative wastes
- Closure/GIS Registry
- DERP claim submittal
- Well abandonment

Alterations of the scope of work presented in this proposal may be necessary to achieve regulatory approvals. Therefore, the actual project costs may vary from this estimate. If the project costs are likely to increase due to the necessity for additional work, EDS will discuss the increases with the Client so that they may approve the alterations to the scope of work.

Project Schedule

An estimated schedule for the RI activities is presented below:

<u>Task</u>	<u>Completion Schedule</u>
Obtain drilling and laboratory quotes	Week 1
Work Plan submittal	Week 1
DNR Work Plan review	Week 3

Schedule and complete drilling and well installation And conduct initial soil and groundwater sampling	Week 5
Obtain Laboratory results	Week 7
Review field and laboratory results and compile data	Week 7-8
Evaluate need for additional investigation/monitoring	Week 7-8
Conduct groundwater monitoring, if necessary	Quarterly
Prepare and submit SI report	After GW monitoring

Insurance and Contract Information

EDS currently maintains \$2 million in professional/environmental liability insurance and a \$3 million aggregate policy. A copy of our insurance certificate is attached. The commodity service providers are also required to maintain \$2 million in professional/environmental liability insurance. Their certificates of insurance will be provided following the contractor selection process. The work would be conducted in accordance with the attached agreement. To proceed, please have an authorized representative sign the agreement and return one copy to EDS.

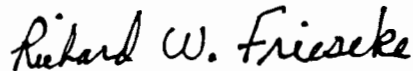
We appreciate this opportunity to propose environmental consulting services to you. Please call us at (414) 228-9810 if you have any questions or if you need additional information.

Respectfully,

ENVIRONMENTAL & DEVELOPMENT SOLUTIONS, INC.



Trenton J. Ott
Project Manager



Richard W. Frieseke, P.E.
President

Attachments

A070106

ENVIRONMENTAL & DEVELOPMENT SOLUTIONS, INC.

AGREEMENT

THIS AGREEMENT is between Environmental & Development Solutions, Inc., (EDS), and "Client", whereas Client desires EDS to perform professional consulting services as described in the attached scope of work (EDS Proposal No. A070106 dated February 2, 2007). EDS agrees to perform these services in accordance with the terms and conditions set forth herein.

1. SERVICES

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

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

2. REPORTS AND OWNERSHIP OF DOCUMENTS

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

3. COMPENSATION AND PAYMENT

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

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

4. ACCESS TO SITE AND INFORMATION

EDS will rely on information furnished by Client. Client is responsible for providing EDS with a diagram(s) indicating the location and boundaries of the site and the locations of any private underground utilities or structures (pipes, tanks, cables, sewers, other utilities, etc.) prior to subsurface exploration. Client agrees to hold EDS harmless from all claims or liabilities (including reasonable attorneys fees) arising out of or related to any errors or omissions in any oral or written information provided by the Client. Client shall arrange for access to the site to conduct the planned field observations or services to EDS and the subcontractors.

Client shall notify EDS of all known hazardous materials or conditions upon entering into this agreement. If new hazardous materials or conditions are discovered through the course of work performed under this agreement, EDS has the right to suspend services, or renegotiate the scope of services.

5. SITE RESTORATION

EDS or subcontractors shall take reasonable precautions to minimize damage to the site due to its operations, but has not included in its fee the cost of restoration for any damage resulting from its operations. At Client's request and cost, the site will be restored to the conditions existing prior to the operations.

6. INSURANCE COVERAGE

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

7. INDEPENDENT CONTRACTOR

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

8. SAMPLE HANDLING AND DISPOSAL

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

9. INDEMNIFICATION

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

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

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

10. TERMINATION

This Agreement may be suspended or terminated by either party upon at least seven (7) days written notice in the event that services are no longer required or of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Client shall pay EDS outstanding invoices and services performed and not yet invoiced as of the date the termination noticed was received.

11. THIRD-PARTY BENEFICIARIES

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

12. ASSIGNMENT

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

13. SEVERABILITY

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

14. ATTORNEYS FEES AND EXPENSES

In the event Client's bill is referred to an attorney or agent for collection, Client agrees to pay reasonable attorney's or agent's fees that EDS incurs as a result of such collection.

15. **GOVERNING LAW AND VENUE**

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

16. **ENTIRE AGREEMENT**

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

17. **WISCONSIN CONSTRUCTION LIEN LAW**

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of EDS and on behalf of the Client and become bound to same this 2nd day of February, 2007.

Environmental & Development Solutions, Inc.

Richard W. Frieseke

By: _____
Richard W. Frieseke
President

By: _____

Title: _____

Date: 2-2-07

Company/Organization: _____

Proposal No: A070106

Date: _____

FEE SCHEDULE

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

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

<u>EQUIPMENT</u>	<u>FEES</u>
Vehicle Mileage (van or truck)	\$0.50 per mile
Vehicle Mileage (car)	\$0.39 per mile
Sample Containers (24 per box)	\$40.00 per box
Photoionization Detector (1/2 day minimum)	\$75.00 per day
Electronic Scale	\$25.00 per day
Water Analyzer	\$67.00 per day
Water Level Meter	\$21.00 per day
Oil/Water Interface Meter	\$70.00 per day
Well Development Pump	\$20.00 per day
Well Sampling Equipment	\$20.00 per well
Water Filters for Metals	\$18.00 each
Filtering Apparatus	\$22.00 per day
Survey Equipment	\$38.00 per day
Metal Detector	\$47.00 per day
Submersible Pump	\$55.00 per day
55-Gallon Drums	\$30.00 each
Power Auger Equipment	\$100.00 per day

REPORTS

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

Additional Copies \$25.00 each

EXPENSES

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

TERMS

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

Environmental & Development Solutions, Inc.

Ehrlich Family Limited Partnership
Express Dry Cleaners, Inc.
3921 N. Main Street
Racine, Wisconsin

Bid Package Scope of Work

Phase I

Task 1. Project Initiation

- Notify WDNR Project Manager in writing of the retention of your services.
- Review Scoping Investigation Report & background site data.
- Prepare and submit a NR 716 work plan for approval.
- Notify Diggers Hotline to mark the utilities at the subject property.

Task 2 Soil Investigation

- Install fourteen (14) soil borings. Thirteen (13) to a depth of 16 feet BGS and one (1) to 30 feet BGS. Refer to the accompanying site map for the general locations of borings.¹
 - Nine (9) soil borings outside of the building.
 - Five (5) soil borings inside of the building.²
- Log all soil borings consistent with Standards Practices and complete WDNR Form 4400-122 for each boring.
- Measure the horizontal position of all soil borings on the property to be able to locate them on a scale drawing.
- Abandon all soil borings not converted to monitoring wells. Abandonment procedures shall comply with NR 141 requirements and include completion of WDNR Form 3300-5B for each boring.
- Screen soil samples using a field instrument capable of detecting Volatile Organic Compounds ("VOCs") in the parts per billion ("ppb") range.³
- Submit selected soil samples to a Wisconsin certified laboratory for VOC analysis.⁴ Specify quantity of samples to be collected from each boring location together with decision process behind selecting which soil strata to collect for analysis.

¹ Consultant is responsible to make the final decision regarding what equipment to use to perform borings and the final position of borings in the field.

² The area inside building within the space occupied by the active dry cleaning business is extremely congested and restricted. Bidder shall account for such limited operating conditions and specify the type of equipment they plan to use to accomplish this task.

³ Bidder shall specify the field instrument and process to be used to perform soil screening.

⁴ Consultant shall specify the suite of chemical analyses they propose to conduct on the samples they collect together with an explanation for choosing those suites.

- ① Collect, containerize, label, secure and properly dispose all resulting soil cuttings from this investigation.
- ① Prepare a scale diagram of the site locating and labeling the positions of all appropriate features, borings and wells.

Task 3 Groundwater Investigation

- ① Install five (5) standard 2 inch diameter groundwater monitoring wells on exterior of the building. Refer to accompanying site map for general location of these wells. Exterior wells to be completed with locking flush mount caps and protective gasket seals.
- ① Install two (2) 1 inch diameter groundwater monitoring wells in 2 of the 5 Geoprobos conducted on the interior of the building. These wells to be completed with locking flush mount caps and protective gasket seals.⁵
- ① Six (6) of the groundwater monitoring wells will be constructed to an estimated depth of 15 ft. to the bottom of the well screen. Consultant is to set the well screens so the top of the screen is above the static water table.
- ① Install one (1) piezometer to a depth of 30 feet BGS to the bottom of the well casing. Refer to accompanying site map for the location of the piezometer.
- ① Record all construction parameters by completing WDNR Form 4400-113A for each well.
- ① Measure the horizontal position of each monitoring well and locate them to scale on the diagram detailed above.
- ① Survey in the elevations of each well using USGS Datum.
- ① Establish a site benchmark tied to USGS Datum.
- ① Develop all monitoring wells in compliance with standard field procedures and WDNR guidance documents.
- ① Complete slug tests on all monitoring wells and piezometers to determine the hydraulic conductivity of the underlying soil.
- ① Complete WDNR Form 4400-113B for each monitoring well developed.
- ① Collect and record pre and post development groundwater elevations.
- ① Collect, containerize, label, secure and properly dispose all purge and development water resulting from this investigation.
- ① Collect groundwater samples from the six (6) monitoring wells and submit to a Wisconsin certified laboratory for chemical analysis.⁶

⁵ Explain the process by which the consultant will choose between the interior Geoprobos to select proper locations for the 1 inch diameter wells.

⁶ Consultant shall specify the suite of chemical analyses they propose to conduct on the samples they collect together with an explanation for choosing those suites.

- All wells must be purged and sampled utilizing low flow sampling techniques.
- Collect inorganic data (pH, temperature, DO, ORP & Conductivity) during purging.

Task 4 Report Findings

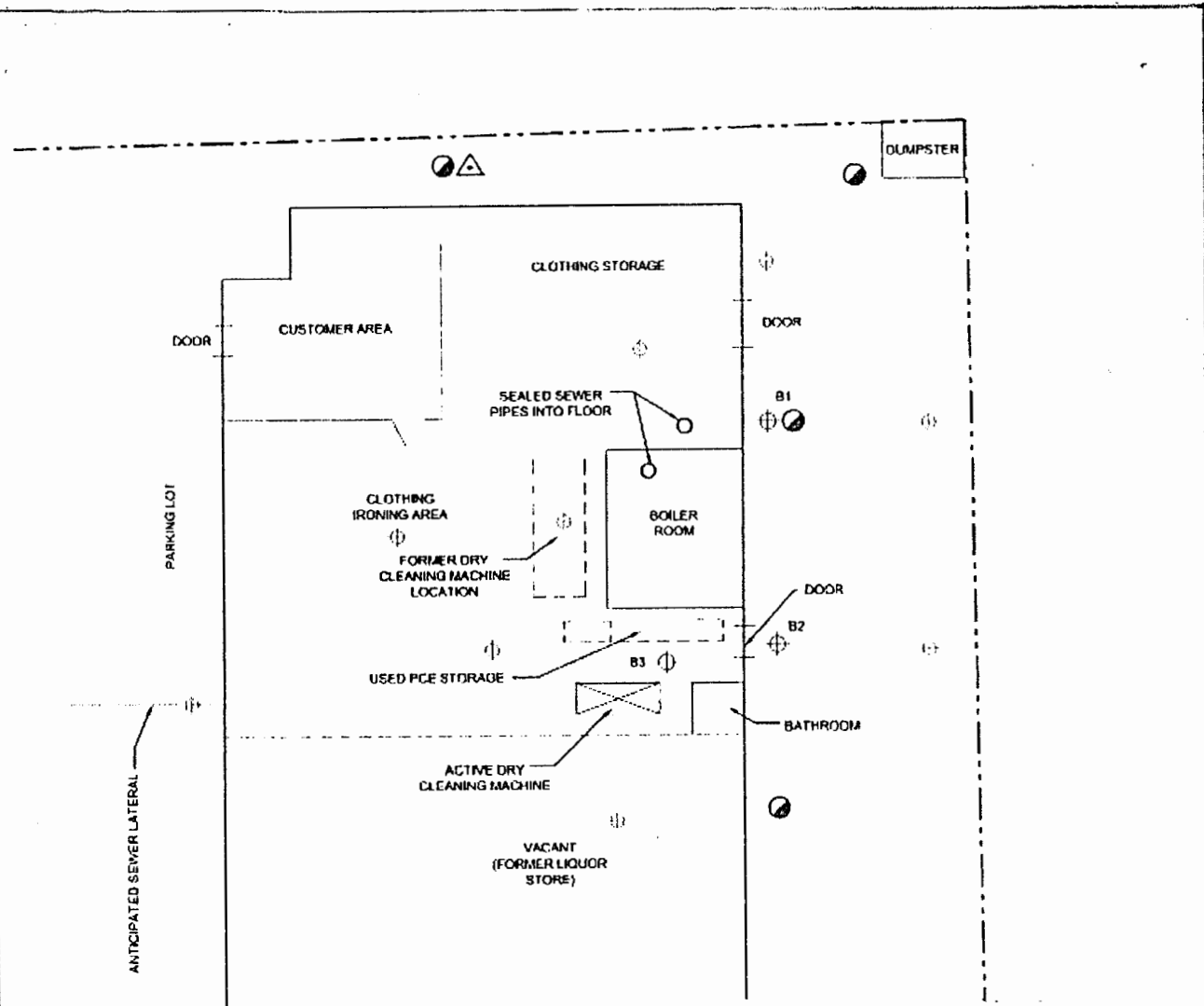
- Review and tabulate all field and laboratory data.
- Create iso-contour maps depicting groundwater flow elevations.
- Determine if the investigation activities have fully defined the vertical and horizontal extents of soil and groundwater contamination.
- Complete a final report prepared in a standard professional format including your findings, conclusions and recommendations.
- Complete a Site Investigation Report and Remedial Action Options Report in conformance with NR 716.15.

Phase II

Task 1 Further Investigation (Optional)

If, after completing the four (4) tasks listed above, the consultant concludes a complete definition of the horizontal and vertical limits of impact have not been completely defined, a supplemental additional investigation may be warranted. Should a supplemental investigation be approved by the WDNR Project Manager, the same unit costs used to perform the work completed in the previous tasks will be the basis for computing the cost of the additional investigations.


If the bidder anticipates, as the result of your knowledge and experience in such investigations, that new tasks previously not estimated in this bid may be required to be performed in such a supplemental investigation, the bidder shall identify the task in it's original bid and provide a unit price for completing same.



LEGEND

- PROPERTY BOUNDARY
- B3 ⊕ GABRIEL ENVIRONMENTAL BOREHOLE LOCATION AND IDENTIFICATION
- ⊕ PROPOSED BOREHOLE LOCATION
- ⊙ PROPOSED 2" MONITORING WELL LOCATION
- △ PROPOSED 2" PIEZOMETER LOCATION

Source: DeWitt, Ross & Stevens


**DEWITT
ROSS & STEVENS**
LAW FIRM
 13935 Bishop's Drive • Suite 300
 Brookfield, Wisconsin 53005
 Phone: (262) 754-2840
 Fax: (262) 754-2845

PROJECT/CLIENT
Express Cleaners, Inc.
Site Map
 Dry Cleaner Environmental
 Response
 3921 North Main Street
 Racine, Wisconsin

Drawn by	AHG	1/17/07
Checked by	AHG	1/17/07
Approved by	WPS	1/18/07
Scale on Drawing	Figure 1	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
10/10/2006

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	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.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Environmental & Development Solutions 6637 North Sidney Place Milwaukee, WI 5320-9	INSURER A: Hudson Specialty Insurance Company		37079-000
	INSURER B:		
	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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 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 AGG \$ AUTO ONLY: \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER General Liability Contractors Pollution Professional Liability Combination Policy	FEC6109290	10/4/2006	10/4/2007	\$1,000,000 Each \$1,000,000 Aggregate \$5000 Deductible - Pollution and Professional Liability								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

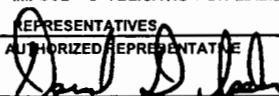
CERTIFICATE HOLDER

For Informational Purposes only

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



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 name: EXPRESS CLEANERS, INC	Facility Name: EXPRESS CLEANERS, INC	BRRTS # 02-52-547631
-----------------------------------------	---------------------------------------------	-----------------------------

Consultant Name: EDS, INC.	Consultant Address: 6637 N. SIDNEY PLACE, MILWAUKEE, WI 53209
-----------------------------------	----------------------------------------------------------------------

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

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

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



DERF Site Investigation Bid Sheet
Consultant Bid Summary
Form 4400-233 (R 4/04) Page 2 of 6

Site Information

Site Name EXPRESS CLEANERS

Consultant Name EDS, INC.

Applicant Name

Bid Summary

Drilling Costs Total =	5439
Analytical Costs Total =	3175
Consulting Costs Total =	8250
Misc Costs Total =	2700
Grand Total =	19564

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

2-5-07

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

Consultant Name:
 Site Name:
 BRRTS #:
 Date:

DERF Site Investigation Bid Sheet

Drilling Costs

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

Well Type	Interval	Number of Bores to Well	Number of Pits	Total Number Feet Drilled	Cost/feet Day of Well	Total Cost
2-INCH WELLS						
2-INCH WELL	_0_ ft to _15_ ft	4	1	60	12	720
2-INCH WELL	_0_ ft to _30_ ft	1	1	30	12	360
1-INCH WELL	_0_ ft to _15_ ft	2	1	30	5	150
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
4.25 HAS						
4.25 HAS	_0_ ft to _16_ ft	5	1	94	10	940
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						200
Mobilization Costs						375
SOIL PROBES						
	___ ft to ___ ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
SOIL PROBE						
SOIL PROBE	< _16_ ft depth	9	1	144	8.5	1224
	___ ft - ___ ft depth					
	> ___ ft depth					
Decontamination Costs						100
Mobilization Costs						175
MONITORING WELLS						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
FLUSH MOUNTS						
Drums				6	45	270
Flush Mount Covers				5	145	725
Protector Pipes						
1-INCH FLUSH MOUNT				2	100	200
						5439

Consultant Name:
 Site Name:
 BRRTS #:
 Date:

DERF Site Investigation Bid Sheet

Analytical Costs

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

Parameter	W/ Cert/Res		Lab		Field Test/Field Kit		Mobile Lab			Total Cost
	Sample	Samples	Method Used	Method	Sample	Samples	Method Used	\$/Sample (s/Day)	Samples (Days)	
SOIL ANALYSIS										
VOCs	75	20	8260							\$1,500.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
										\$0.00
WATER ANALYSIS (GROUNDWATER) - 100% (100% of total bottom of this sheet)										
VOCs	75	7	8260							\$525.00
Nitrate*										\$0.00
Dissolved Oxygen*					5	7				\$35.00
Temperature*					5	7				\$35.00
Ferrous Iron*										\$0.00
Sulfate*										\$0.00
Sulfide*										\$0.00
ORP*					5	7				\$35.00
pH*					5	7				\$35.00
TOC*										\$0.00
Alkalinity*										\$0.00
Chloride*										\$0.00
Spec. Conductance*					5	7				\$35.00
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
										\$0.00
WATER ANALYSIS (SURFACE)										
VOCs	325	3								\$975.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
										\$0.00
WATER ANALYSIS (SURFACE)										
										\$0.00
										\$0.00
WATER ANALYSIS (SURFACE)										
										\$0.00
										\$0.00
TOTAL ANALYTICAL COSTS										
										\$3,175.00

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

