LETTER OF TRANSMITTAL



GZA GeoEnvironmental, Inc. 20900 Swenson Drive, Suite 150 Waukesha, Wisconsin 53186 (262) 754-2560 (262) 754-9711 – FAX

TO: DeWitt, Ross & Stevens 1935 Bishops Drive Suite 300 Brookfield, Wisconsin 53005-6605

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By_			/	>		

DATE: F	February 5, 2007	File No.:	20.P000399.07
ATTN.:	Mr. A. H. Glor		
RE:	Proposal for Ser	vices	

ENCLOSED:

ITEMS	DATE	DESCRIPTION
2	2/5/07	Proposal for Dry Cleaner Site Investigation Services Express Dry Cleaners, Inc. 3921-3941 North Main Street Racine, Wisconsin BRRTS # 02-52-547631

THESE ARE TRANSMITTED as checked below:

For approval	For your distribution	Resubmit copies for approval
For your use	Approved as noted	Submit copies for distribution
As requested	K For review & comment	For your files Please Sign
🛛 Proposal	Hard copies of fax sent	

REMARKS:

Please contact me at (262) 754-2560 with any comments or questions regarding the enclosed material.

cc: Ms. Victoria Stovall - WDNR

ver: Mauci SIGNED:

Mark K. Borucki, P.G.

GZA GeoEnvironmental, Inc.

Engineers and Scientists

February 5, 2007 File No. 20.P000399.07

DeWitt, Ross & Stevens, S.C. 13935 Bishop's Drive, Suite 300 Brookfield, Wisconsin 53005-6605





Attention: Mr. A.H. Glor

Subject:

ect: Proposal for Dry Cleaner Site Investigation Services Express Dry Cleaners, Inc. 3921-3941 North Main Street Racine, Wisconsin BRRTS: #02-52-547631

20900 Swenson Drive Suite 150 Waukesha Wisconsin 53186 262-754-2560 Fax: 262-754-9711 www.gza.com

Dear Mr. Glor:

GZA GeoEnvironmental, Inc. (GZA) is pleased to present this Proposal for Dry Cleaner Site Investigation Services to DeWitt, Ross & Stevens, S.C. ("Client") in response to your January 23, 2007, Request for Proposal (RFP). Per the RFP, the scope of work addressed in this proposal is for the development and implementation of the site investigation work plan and completion of the remedial action options report for Express Dry Cleaners, Inc. located at 3921-3941 North Main Street in Racine, Wisconsin ("Site"). In addition to the scope of work provided in the RFP, GZA has proposed an alternative investigative approach and associated budget for your consideration. We believe the alternative approach will minimize costs. We understand that Client intends to perform the environmental activities under the Wisconsin Department of Natural Resources' (WDNR) Dry Cleaner Environmental Response Fund (DERF) Program.

Based on the potential that future environmental work may be completed under the authority of the DERF Program, we are providing the proposal components necessary to comply with the requirements of the program as specified under Wisconsin Administrative Code (WAC) Chapter NR 169. Specifically, as required under WAC Chapter NR 169.23, our written proposal for the Site investigation includes the following information:

- Proposed approach to the Site (Scope of Work in accordance with the RFP and provided below);
- Current rate schedule for all personnel, equipment and expenses pertinent to the project (provided as an attachment to this Proposal for Services, WDNR Form 4400-233); and
- Proof of insurance coverage (provided as an attachment to this Proposal for Services).

In accordance with the requirements of WAC Chapter NR 169.23, we include the following statements in our proposal:

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- 1. GZA is 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. GZA will provide necessary staff and facilities for all phases of planning, investigation, design, construction, and operation.
- 3. GZA will retain and confer with specialists on unusual matters and provide qualified technical reviewers to advise the owner on technical and regulatory matters and work toward planned remediation goals.
- 4. GZA will perform all services in an ethical, professional, and timely manner.
- 5. GZA agrees to comply with the applicable requirements of Wisconsin Administrative Code NR 169 and chs. 700 to 728.
- 6. That upon request GZA will make available to the WDNR for inspection and copying all of GZA's documents and records related to the services contracted under this Proposal.
- 7. That GZA has not prepared this bid in collusion with any other consultant submitting a bid in regards to the Site.

In addition, GZA maintains Errors & Omissions Professional Liability insurance coverage, including pollution impairment liability, in the amount of \$1,000,000 per claim and \$1,000,000 in annual aggregate claims. A copy of a Sample Certificate of Liability Insurance is enclosed with this Proposal. If GZA is awarded the project, a formal Certificate of Liability Insurance will be issued at that time. Our coverage is based on a "claims made" policy and GZA agrees to maintain coverage for a subsequent three years. The deductible amount of the insurance policy is \$250,000. If GZA is awarded the project, as per the requirements of NR 169.23(9)(b)2, proof of financial responsibility (in the form a GZA annual financial statement) will be furnished to WDNR.

BACKGROUND

The Site is located on an approximately 0.78-acre parcel in the northeast quarter of Section 33, Township 4 North, Range 23 East, in Racine, Racine County, Wisconsin. The Site is present at a ground surface elevation of about 620 feet. A single-story building is present at the Site. The building is divided into three units, one of which has been occupied by Express Cleaners for approximately one year. There is a gasoline filling station/automobile repair business bordering the Site to the north that is a documented leaking underground storage tank (LUST) site.

Gabriel Environmental Services (Gabriel) collected soil samples from three borings in April 2006, based on recognized environmental conditions (RECs) associated with past and current dry cleaning operations dating back to 1991. Five soil samples were submitted for volatile



organic compound (VOC) analyses in accordance with United States Environmental Protection Agency (USEPA) Method 8260B. Soil samples collected from borings B-1, located east of the building, and B-3, located inside the southeast corner of the building, contained tetrachloroethene (PCE) at concentrations of 121 and 21.1 milligrams per kilogram (mg/kg), respectively. Both samples were collected at the 4-foot interval. Cis-1,2-dichloroethene (cis-1,2-DCE) and trichloroethene (TCE) were also detected in these soil samples at concentrations of 0.461 and 0.006 mg/kg for cis-1,2-DCE and 0.618 and 0.346 mg/kg for TCE, respectively. Gabriel concluded that a PCE release had occurred based on the detection of PCE in the soil from the shallow soil borings.

A DERF Program Potential Claim Notification Form was filed with the WDNR. Submission of this Form enrolled the Site in the DERF Program that allows reimbursement of costs for discovering, investigating and remediating the discharge of dry cleaning solvent to the environment.

AREA HYDROGEOLOGICAL CONDITIONS

Based on geologic information provided in the scoping report, 50 to 100 feet of glacial deposits consisting of sand, clay and sandy clay overlie Ordovician-age Dolomite bedrock. GZA infers the majority of the unconsolidated section beneath the Site is comprised of the Oak Creek Till unit. This unit is generally comprised of several clayey silt till sheets separated by sand and gravel outwash deposits. Many areas in the Racine area may be underlain by glaciolacustrine deposits below an elevation of 640 feet. Based on water levels measured in monitoring and wells completed on the property north of the Site, groundwater was encountered at a depth of approximately 4 to 16 feet below ground surface (bgs). Per investigators who characterized the adjacent gasoline station north of the Site, groundwater flow direction was northwest beneath that property. However, due to heterogeneity of the subsurface glacial deposits and the presence of subsurface utilities, groundwater flow may not be the same beneath the Site.

PROPOSED APPROACH TO THE SITE (SCOPE OF WORK)

The following scope of work was prepared based on the requirements for completing a Site investigation in accordance with WAC Chapter NR 716.

Task 1 - Site Investigation Work Plan

GZA will visit the Site to observe conditions and interview personnel provided by Client knowledgeable regarding past dry cleaning operations and finalize and modify the scope of work provided in this proposal as appropriate. GZA will prepare a Work Plan in accordance with NR 716 and submit it to the WDNR for approval. The Work Plan will include a Site background, local hydrogeological conditions, the basic elements of the work scope, justification of the work scope proposed and schedule for implementation.



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GZA will supervise the installation of an estimated 14 Geoprobe® soil borings in and around the dry cleaner building. The approximate locations of the proposed borings are shown on Figure No. 1 provided with the RFP. The boring locations are subject to change after GZA has had the opportunity to observe Site conditions and access limitations. Due to the limited access through doorways in the building, some of the Geoprobe® borings will be drilled manually or with a remotely-powered Geoprobe® mounted on a hand cart, which requires a minimum of a 3-foot wide doorway and a 10-foot ceiling height and accessibility to the boring locations within the building.

The drilling and sampling of Geoprobe® soil borings will include the following:

- 1. Utilities will be marked by *Diggers Hotline* and GZA will coordinate with Client representatives knowledgeable of the Site to select appropriate inside and outside locations clear of known or suspected subsurface obstructions.
- 2. Thirteen of the borings will be continuously sampled to a depth of approximately 16 feet bgs.
- 3. One boring will be continuously sampled to a depth of approximately 30 feet bgs.
- 4. Soil sampling will be performed using a thin-walled soil sampler fitted with an acetate liner.
- 5. A GZA field technician will supervise drilling and sampling activities, describe and classify the soil samples, prepare detailed logs of each soil boring and perform field screening of the soil samples. Soil boring logs will be completed on WDNR Form 4400-122 for each boring.
- 6. Headspace screening of each soil sample for the presence of VOCs will be completed using a photoionization detector (PID) equipped with a 10.6 eV lamp. The screening will take place on soil samples placed in disposable bags. The PID screening results will be recorded on the soil boring logs.
- 7. Based on the PID field screening and visual observations, up to two soil samples will be selected from each of the soil borings and will be submitted to a state-certified analytical laboratory for testing for VOCs in accordance with USEPA Method 8260. The soil samples will be placed in the appropriate laboratory-supplied containers, preserved, labeled, placed on ice in a cooler and shipped via courier under chain-ofcustody documentation to TestAmerica of Watertown, Wisconsin for analyses.
- 8. Sampling devices, such as Geoprobe® tools, will be cleaned prior to each use using detergent and potable water. Wash and rinse water will be placed on the ground surface outside the building near the borings.



- 9. Upon completion of the sampling activities, each soil boring will be abandoned in accordance with the requirements of WAC Chapter NR 141 and GZA will complete a WDNR Form 3300-5B for each abandoned boring.
- 10. Geoprobe® cuttings and associated acetate sample liners will be disposed of in the Site's solid waste dumpster as samples are exempt from the need to containerize.

Task 2 - Alternative Approach

Although deviating from the RFQ, GZA recommends small-diameter monitoring wells be installed in each of the soil borings advanced with the Geoprobe®. The wells would be installed in general accordance with WAC NR 141. GZA believes the small-diameter wells will be sufficient to enable us to acquire the data (groundwater samples and hydraulic conductivity values) necessary to characterize the Site. This alternate approach will also reduce the budget significantly over the installation of 2-inch-diameter monitoring wells which will require a larger drill rig that results in the generation of large volumes of cuttings that will need to be subsequently sampled and properly disposed of. The volume of development water will also be markedly reduced using the small-diameter wells installed using a Geoprobe®.

Task 3 - Monitoring Well Installation and Sampling

GZA is proposing the installation of one piezometer and six 2-inch-diameter monitoring wells on the exterior of the building and two 1-inch-diameter temporary monitoring wells within the interior of the building. At this time, GZA assumes the monitoring wells will be installed in the approximate locations depicted on the site plan provided with the RFP, however, the monitoring well locations are subject to change after GZA has had the opportunity to observe Site conditions and access limitations.

The drilling, installation and sampling of monitoring wells will include the following:

- 1. One piezometer will be installed to an estimated depth of 30 feet, in accordance with the construction requirements of Chapter NR 141. GZA anticipates that the piezometer will be installed to 15 feet below the water table.
- 2. Six 2-inch-diameter groundwater monitoring wells will be installed to an estimated depth of 15 feet, in accordance with the construction requirements of Chapter NR 141.
- 3. Two 1-inch-diameter groundwater monitoring wells will be installed inside the Site building to an estimated depth of 15 feet.
- 4. The wells will be completed with locking flush-mount caps and protective gasket seals.
- 5. The borings for the outdoor 2-inch-diameter wells will be drilled using hollow-stemauger methodology and the drill cuttings will be containerized in 55-gallon drums or other appropriate storage container for on-Site storage until disposal arrangements are made. Logging during the hollow-stem auger drilling operation will be accomplished



by recording auger cuttings rather than collecting split-spoon samples as the well boring locations will coincide with previous Geoprobe® boring locations. A composite sample of the drill cuttings will be analyzed for VOCs. If no VOC impacts are detected, the drill cuttings can be spread on the Site, otherwise, additional analyses will be requested and disposal arrangements will be made.

- 6. The groundwater monitoring wells will be developed in accordance with the requirements of WAC Chapter NR 141. Pre-development and post-development water levels will be recorded. The development water will be containerized in 55-gallon drums or other appropriate storage container for on-Site storage. If the VOC levels are below detection or NR 140 groundwater ESs, the development water will be placed on the ground, otherwise, disposal arrangements will be made.
- 7. Groundwater samples will be collected following development and water level equilibration using low flow sampling techniques. A water sample will be collected from each monitoring well for laboratory analysis for VOCs in accordance with USEPA Method 8260. The sample will be placed in an appropriate laboratorysupplied container, preserved, labeled, placed on ice in a cooler and sent via courier under chain-of-custody documentation to TestAmerica of Watertown, Wisconsin.
- 8. WDNR Forms 4400-113A and 4400-113B will be completed for each monitoring well constructed and developed.
- 9. Following completion of the initial round of groundwater sampling, slug tests will be completed on the monitoring wells and piezometer to determine the hydraulic conductivity of the underlying soil.
- 10. The elevations of all exterior groundwater monitoring wells will be surveyed using United States Geological Survey (USGS) datum and a Site benchmark will be established.
- 11. An additional three rounds of quarterly groundwater sampling will be conducted (four total sampling rounds). The collected water samples for each sampling event will be submitted for VOC analysis in accordance with USEPA Method 8260. Field parameters including dissolved oxygen, specific conductance, temperature and ORP will also be collected for each sample location during each sampling event.

Task 4 - Reporting

Upon receipt of the soil and groundwater analytical results, GZA will either propose additional Site investigation activities as necessary to complete a Site Investigation Report or prepare a Remedial Action Options Report in accordance with WAC Chapter NR 716 that is suitable for submission to WDNR. The Report will provide documentation of the sampling activities, summarize the soil and groundwater analytical results, determine if the investigation activities fully defined the vertical and horizontal extents of soil and groundwater contamination, and include our findings, conclusions and recommendations. In addition, we will provide an iso-concentration map depicting the groundwater flow elevations.



SCHEDULE

GZA will begin work on the project within two weeks of the "Notice to Proceed." The work is anticipated to be performed according to the following schedule:

Work Plan Submission	Week 2
Geoprobe® Sampling & Monitoring Well Installation	Week 6
Initial Groundwater Sampling	Week 6
Soil & Initial Groundwater Analytical Results	Week 8
2 nd Round of Groundwater Sampling	Week 23
3 rd Round of Groundwater Sampling	Week 40
4 th Round of Groundwater Sampling	Week 57
Report Completion	Week 63

The schedule for Tasks 2 and 3 are contingent upon subcontractor availability.

BASIS OF BILLINGS

Billings for GZA's and their subcontractor(s) labor, equipment and expenses will be based on actual accrued time and expenses in accordance with the attached Bid Sheets (WDNR Form 4400-233) for the estimated cost of \$41,054. GZA's alternative drilling/well installation approach would result in a total cost of \$35,854, or a savings of \$5,200.

The above cost is based on the anticipated scope of work outlined above, which represents our present judgment as to the level of effort required. You will be notified of any condition requiring a change in the budget estimate as soon as such becomes evident.

CONDITIONS OF ENGAGEMENT

Conditions of engagement are described in the attached Terms and Conditions for Engineering and Consulting. GZA's reports will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the reports and the findings in the reports shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above without the prior written consent of GZA. GZA would be pleased to discuss the conditions associated with any such additional dissemination, use, or reliance by other parties.

ACCEPTANCE

This agreement may be accepted by signing in the appropriate space below and returning one copy to GZA. Issuance of a purchase order and Notices to Proceed implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 90 days from the date of issue.



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Should you have any questions or require additional information, please feel free to contact the undersigned.

Very truly yours,

GZA GeoEnvironmental, Inc.



Laura J. Shaffer, P.E., CHMM Assistant Project Manager

John C. Osborne, P.G. Principal District Manager

Mark K. Borucki, P.G., CHMM Senior Project Manager Hydrogeologist

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Attachments: WDNR Form 4400-233 Terms and Conditions for Engineering and Consulting Sample Certificate of Insurance

c: Ms. Victoria Stovall (WDNR)-Milwaukee

This Proposal for Services and attached Terms and Conditions for Engineering and Consulting are hereby accepted and executed by a duly authorized signatory, who by execution hereof warrants that he/she has full authority to act for, in the name of, and on behalf of DeWitt, Ross & Stevens, S.C.

DEWITT, ROSS & STEVENS, S.C.

By: _____ Title: _____

Printed/Typed Name: _____ Date: _____

DERF Site Investigation Bid Summary Consultant Selection Cover Sheet

Form 4400-233 (R 4/04) Page 1 of 6

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			a second a second				
Site name: Express Dry Cleaners, Inc.		Facility Name:			BRRTS: 02-52-547631		
Consultant Selecte	d				900 fog 2.%		

Summary of	f Costs:			
Consultant N	ame: GZ/	A GeoEnvi	ronmental, Inc.	
Consulting cos	sts:			\$8,600
Drilling costs:		Altern	ative = \$5,200	\$10,294
Analytical cost	ts:			\$23,970
Miscellaneous	costs:			\$3,390
Total Costs:			\$41,054	<u></u>
Consultant N	ame:	<u></u>		ar 17 m 1
Consulting cos	sts:			
Drilling costs:				
Analytical cost	ts:			
Miscellaneous	costs:			

		1	ije -
Cons	sultant Name:		
Cons	ulting costs:		
Drillir	ng costs:		
Anaiy	tical costs:		
Misc	ellaneous costs:		
Total	Costs:		

Optional 4th bid information:

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

Justification for Selection:

Total Costs:

Applicant Information and Certification				
I certify that the information contained above is true and corre	ect to the best of my knowledge.			
Applicant Name:		Date:		,
Street Address:	City:	State:	Zip Code:	
Signature		1	- I	
	Department Use Only		al de la parte de la companya de la	

					1 11 10 10 10 10	1997 - 19
Projec	t Manager Ap	proval Signature		Number	Date	
If not a	approved, rea	son for non-approval:			www.com.com.work.unith.wo	
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DERF Site Investigation Bid Sheet Consultant Bid Summary

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

Site Information			Calif.			382	
Site Name: Express Dry Cleaners	, Inc.						
Consultant Name: GZA GeoEnviro WI 53186	onmental, Inc. 20900 Swensor	n Dr., Waukesha,	Applican	t Name:			
Bid Summary							
Drilling Costs Total =	\$10,294	Alternative A	pproac	h = \$5,2	200		
Analytical Costs Total =	\$3,400						
Consulting Costs Total =	\$23,970	-					
Misc Costs Total =	\$3,390						
Grand Total =	\$41,054						
I certify that the costs are an accura adhere to s.292.65 Stats. and ch Ni		d costs for the site	e investiga	tion and I	understan	id and will	
Consultant Signature	······			Da	te		_

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

Consultant Name:GZA GeoEnvironmental, Inc. Site Name:Express Dry Cleaners BRRTS #:02-52-547631 Date: 2/5/07

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 Comp	letion					
Install 2" NR141 wells	0 ft to 15 ft	6	1	90	\$14/ft	\$1,260
Install 2" NR141 piezometer	0 ft to 30 ft	1	1	30	\$13.5/ft	\$405
plezometer	ft to ft					
	>ft	-				
Decontamination Costs						\$300
Mobilization Costs						\$250
Subtotal						\$2,215
Auger Borings (blind drilled)	I				+-,
Outdoor borings	0 ft to 32 ft	7	1.5	122	\$7/ft	\$854
	ft toft					
	ft toft					
	>ft					
Decontamination Costs						
Mobilization Costs						\$575
Subtotal						\$1,429
Direct Push Borings Task 2	2					
Interior and Exterior	< ft depth	14	2	242	\$1,500/day	\$3,000
	ftft depth					
	> ft depth					
1" wells			2		\$50/ea	\$100
Mobilization Costs					\$300	\$200
Per Diem Costs			2		\$100/day	\$200
Task 2 Subtotal						\$3,500
Direct Push Borings Tasl Approach	k 2 - Alternate					
Interior and Exterior	0 ft - 32 ft depth	14	2	272	\$1,500/day	\$3,000
1" wells		14			\$50/ea	\$700
Per Diem Costs		14	2.5		\$100/day	\$250
Mobilization Costs			2.5		\$300	\$200
Disposal of Cuttings	Not necessary				\$500	\$200
Disposal of Development			1		\$100/drum +	\$325
Water (small-diameter wells)			1		\$225 pickup	\$323
Alternative Subtotal						\$4,150
Well Development (if done	by subcontractor)					
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums (if augered)		9			\$35/ea	\$350
Flush Mount Covers		7	1	NA	\$150/ea	\$1,050
Protector Pipes						NA
Disposal of Development V	Vater (2" wells)		5		\$100/drum + \$225 pickup fee	\$725
			-		\$80/ea + \$225	-
			40		transport	\$1,025
Disposal of Cuttings (auger Total Drilling Costs	r)(assume non-hazardou:	s)	10			\$10,294

Consultant Name: GZA GeoEnvironmental, Inc. Site Name: Express Dry Cleaners BRRTS #:02-52-547631 Date: 2/5/07

DERF Site Investigation Bid Sheet Analytical Costs

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

Parameter		WI Certified			d Test/Fie			Mobile Lab		11 . A. B. B. B.
	\$/	#	Method	\$/	# *	Method	- independent -	# Samples	Method	
	sample	samples**	Used	sample	samples	Used	\$/Day	# Days	Used	Total Costs
Solids Analysis	hand Martin		17650	1.1.1		Carlos - 1	5877.s		i Adam	and the second second
VOCs	75	36	8260							\$2,700.00
TCLP					1					\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
SUBTOTAL:										\$2,700.00
Water Analysis (low flow sampli	ng assum	ed unless othe	rwise indicated	at bottom of	his sheet)	Star Star	*		al salar a	dates a
VOCs										\$0.00
Nitrate*										\$0.00
Dissolved Oxygen*				See Misc.	32	Horiba U-22				See Misc.
-				Bid Sheet	32					Bid Sheet
Temperature*				See Misc.	32	Horiba U-22				See Misc.
Ferrous Iron*				Bid Sheet						Bid Sheet \$0.00
Sulfate*				· · · ·						\$0.00
Sulfide*				· · · · ·						\$0.00
ORP*										
ORP-				See Misc. Bid Sheet	32	Horiba U-22				See Misc. Bid Sheet
ρH*				See Misc.	<u> </u>	<u> </u>				See Misc.
pi i				Bid Sheet	32	Horiba U-22				Bid Sheet
TOC*					· · · · ·					\$0.00
Alkalinity*										\$0.00
Chloride*										\$0.00
Spec. Conductance*				See Misc.						See Misc.
				Bid Sheet	32	Horiba U-22				Bid Sheet
Ethene/Ethane/Methane*										\$0.00
Hydrogen*										\$0.00
Carbon Dioxide*										\$0.00
RCRA Metals					1					\$0.00
Duplicate Analyses						1				\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
SUBTOTAL:										See Misc.
										Bid Sheet
Air Analysis		1983-1977 2082-1977			tas tija <u>–</u>	$\label{eq:product} \left(\left $		14.00		1786 - 2140-
VOCs										\$0.00
TCE										\$0.00
PCE (minimum detection limit										
is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
SUBTOTAL:										\$0.00
Waste Analyses (soil/water)		1000 a. 1000 a. 1000 a.					11	1. 11 1. 2011		
Soil Cuttings (if augered)	550	1	Modified Protocol B							\$550.00
Purge Water (if 2" wells installed)	75	2	8260							\$150.00
Miscellaneous (specify)	ISSEE.		1981. A	Gelten en terreteren terreteren terreteren terreteren terreteren terreteren terreteren terreteren terreteren ter	- 1947 S			्यात् । होस् (तः १९४४ - १९४४ - १९४४		
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Charge for Mobile Lab (indicate	# davs an	d daily fee)			· · ·	L	-12.51		141444	
and go for moono ado (maldato			124.5	r	1	to the second	r	- Dental -	1.7	\$3,400.00

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

Consultant Name: GZA Site Name: Express Dry Cleaners BRRTS #:02-52-547631 Date: 2/5/07

		Task 1	Task 2	Task 3	Task 4	
Position (specify)	Hourly Rate	Project Initiation (WDNR Notification, Scoping, WNR716 Work Plan, Utilities)	Soil Investigation (Oversee borings, logs, XY of borings, abandon <i>f</i> forms, screen samples, sample prep and ship, spoil test and dispose, prep site plan)	Groundwater Investigation (Install wells & piez, forms, XYZ survey, BM, develop, K tests, purge H2O, Sample-low flow, inorganic parameters, prep and ship samples)	Report Findings -SI and ROAR (tables, maps, limit of impact, reports)	Total Costs
Professional Staff						
Assoc. Principal	150	1	1	1	3	\$900.00
Sr. Project Manager	120	4	4	8	16	\$3,840.00
Assistant PM	95	8	4	16	32	\$5,700.00
						\$0.00
					_	\$0.00
Field Staff						
Engineer I	80	4	32	64	24	\$9,920.00
Engineer II	70	2	·	8	6	\$1,120.00
						\$0.00
						\$0.00
						\$0.00
		Alexandre I				\$0.00
Office Support Staff						
Administrative	50	6	4	4	16	\$1,500.00
CADD	55	6	0	0	12	\$990.00
						\$0.00
						\$0.00
						\$0.00
Total Consulting Costs						\$23,970.00

Consultant Name: GZA GeoEnvironmental, Inc. Site Name: Express Dry Cleaners BRRTS #: 02-52-547631 Date: 2/5/07

DERF Slte Investigation Bid Summary Sheet Miscellaneous Costs

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Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal	opecifications	(Specify)	ontrate	Child	10101 0001
Soil cuttings	Non-Hazardous	Drum	\$125	6	\$750
Soil cuttings	Hazardous*	Drum	\$1,000	2	
Development/purge water	Non-Hazardous	Drum	\$90	8	\$720
Equipment Rental (list and include sl					
Flow-through Horiba Chamber		Week	\$300	4	\$1,200
					++,===
Field Supplies (list)	1	1			
Pump and tubing	-	Day	\$75	4	\$300
Pressure transducers/data recorder		Day	\$200	1	\$200
Surveying					
Survey Gear		Day	\$200	1	\$200
Personal Protection Equipment (list)	1			÷	
Protective gloves		Box	\$20	1	\$20
Safety glasses		ea			\$0
Hardhat		ea			\$0
Sample Shipping Costs					
Lab courier (no shipping charges)					\$0
Other (specify)					
Total Miscellaneous Costs					\$3,390

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.

*- No hazardous waste assumed.



Proposal No.: 20.P000399.07

TERMS AND CONDITIONS FOR ENGINEERING AND CONSULTING

© 2002 by GZA GeoEnvironmental Technologies, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, the Client named above. Before countersigning the Proposal, be sure you read and understand the paragraphs entitled, "Indemnification," "Release and Covenant Not To Sue Individuals" and "Limitation of Liability," which deal with the allocation of risk between you and GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs, including expert witness services and unanticipated meetings, will be the subject of a negotiated amendment or change order.

2. Standard of Care. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The foregoing standard of care is in lieu of all other standards and warranties, express or implied, including warranties of marketability or fitness for a particular purpose. You will notify GZA with reasonable specificity of any deficiencies in the services within 30 days of discovery but in no event later than 120 days after substantial completion of the services, and you will give GZA a reasonable opportunity to correct the deficiencies. You acknowledge that the services entail risk of personal injury and property damage (including crosscontamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. GZA therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate GZA for the services at its standard rates, reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced, and pay any sales or similar taxes thereon. GZA will submit invoices periodically, and payment will be due within 30 days from invoice date. If you dispute any portion of an invoice, you will notify GZA in writing with specificity within 10 days and pay

the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Client's Responsibilities. You will designate to GZA in writing a person to act as your representative. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. You will provide GZA with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before GZA performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.

5. Right of Entry. You grant GZA and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although GZA will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate GZA for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. GZA will make arrangements to contact local governmental authorities and private firms who

coordinate underground utility information, and we will review plans and information they or you provide. GZA will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify GZA against all liabilities and costs arising out of such damage and its repair, except to the extent caused by GZA's negligence.

8. Lab Tests and Samples. GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be held longer or to be returned to you, in which case you will compensate GZA for storage beyond 30 days and/or shipping.

9. Environmental Professional Services. GZA employees or consultants may act as Licensed Site or Environmental Professionals under State Contingency Plans that may include the rendering of opinions regarding site assessments and remediation. In carrying out such functions, the environmental professional will select such explorations, data collection, test, remediation actions or other services which, in the professional's opinion, are appropriate, under the applicable statutes and regulations, to establish a basis for such opinion. Any such opinion will be based upon the environmental professional's independent professional judgment. You acknowledge that a federal, state or local agency may audit GZA's or other Contractor's Services and may require additional site activities, even though GZA and such licensed environmental professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, and its requirements, at GZA's standard rates then in effect. If additional services are so required, GZA will enter into good faith negotiations with you concerning the terms under which such additional services will be performed and, if agreement cannot be reached, GZA may elect to terminate its Services upon giving you ten days written notice. You agree to pay GZA for all services performed through the date of termination specified in such notice.

10. Hazardous Materials. Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment,

transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests.

11. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates.

12. Changed Conditions. You recognize the uncertainties related to environmental and geotechnical services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial You also recognize that actual conditions services. encountered may vary significantly from those anticipated based on existing information, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, GZA will be entitled to terminate its services and to be equitably compensated for services already performed. In the event of emergency, GZA may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

13. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend GZA against any liabilities resulting therefrom. Any technology, methodology

or technical information learned or developed by GZA will remain its property.

14. Confidentiality; Subpoenas. Information about this Agreement and GZA's services, and information you provide to GZA regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at GZA's standard rates then in effect.

15. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, professional liability, and contractor's environmental liability insurance in the following minimum amounts:

- a) Workers Compensation Statutory
- b) General Liability \$2,000,000 per occurrence and aggregate
- c) Automobile Liability \$1,000,000 per occurrence and aggregate
- d) Professional Errors and Omissions \$1,000,000 per occurrence and aggregate.
- e) Contractor's Pollution Liability \$1,000,000 per occurrence and aggregate.

GZA will furnish you certificates of such insurance on request. GZA will purchase project-specific insurance at your request provided it is commercially available and you pay the premium.

16. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by the indemnified party's negligence or willful misconduct.

17. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.

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

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

Limit of liability <u>for damages</u>	Additionalfee	Client must <u>initial</u>
\$75,000 \$100,000	\$500 \$1,000	

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

This limitation of liability applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, warranty, trespass, indemnity, misrepresentation or any other theory of liability, except intentional misconduct, collectively hereinafter "Claim." If the Claim is covered and the Insurer acknowledges and provides coverage under GZA's commercial general liability or automobile liability insurance policy that exceeds this limitation of liability, GZA's liability will be increased to the extent of coverage afforded by the insurance outlined in Article 15 above; provided, however, GZA's liability shall not be increased if the applicable insurance carrier is placed in receivership, becomes insolvent or is otherwise unable to fulfill its obligations under the applicable policy. Any claim will be deemed waived unless received by GZA within three years of substantial completion of the services or, if shorter, the applicable statute of limitations period. In any event, GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.

18. Release and Covenant Not To Sue Individuals. You agree to hold personally harmless and to release any and all claims against any director, officer, employee, or agent of GZA arising from any negligent act, error, or omission now existing or hereinafter arising. You agree that any and all claims for damages arising from any negligent act, error, or

omission shall be made against GZA directly and shall not be made personally against any of its directors, officers, agents, or employees.

You covenant not to sue personally any director, officer, agent, or employee of GZA for any cause of action that may presently exist or any cause of action that may hereinafter arise or accrue from any negligent act, error, or omission in connection with the performance of the Agreement or otherwise. You agree that any and all claims for damages that currently exist or that may hereinafter arise from any negligent act, error, or omission in connection with the performance of the Agreement or otherwise shall be made against GZA and shall not be made personally against any of its directors, officers, agents, or employees.

19. Disputes. All disputes between you and GZA shall be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

20. Miscellaneous. Massachusetts law shall govern this Agreement. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services, your actions or your use of the Report or Work Product constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.

GZA is an Equal Opportunity/ Affirmative Action Employer M/F/V/H

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					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
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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.

2/28/2006

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DEDUCTIBLE

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

If yes, describe under SPECIAL PROVISIONS below

в

С

RETENTION \$

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

OTHER Professional Liab

Issued as evidence of insurance.

Contractor's Poll

08WBKM6924

COP\$3778297

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

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OTH-ER

X WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

Claim/Aggregate

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT \$