

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

March 4, 2019

Mr. Tom McKay  
MckPlaco Inc.  
602 North 5<sup>th</sup> Street  
Milwaukee, WI 53203

Sent via Email Only to: [TMCK602@gmail.com](mailto:TMCK602@gmail.com)

RE: Proposal and Cost Estimate, Interim Action for Vapor Assessment, DERF Site, One Hour Fabricare, 4704 West Burleigh Street, Milwaukee, Wisconsin, BRRTS # 02-41-5483910

Dear Tom,

Fehr Graham is pleased to present you with a proposal for a completion of an interim action to assess the vapor chemistry at your Property and the neighboring properties to the north and west. The Wisconsin Department of Natural Resources (WDNR) has required that this work be completed to evaluate potential risks to the building occupants.

Once these tests have been completed, we can evaluate if further steps appear necessary related to vapor issues. Those steps may include installation of a subslab venting system for the neighboring buildings or possibly a remedial excavation for your Property, followed by installation of a vapor mitigation system.

The purpose of this letter is to define the scope and budget for the vapor sampling tasks only; further work will be defined upon receipt of the results.

## Project Contacts

Responsible Party:

MckPlaco Inc.  
602 N. 5<sup>th</sup> Street  
Milwaukee, WI 53203  
C/o Mr. Tom McKay  
Avenue Fabricare  
414.273.9054  
Email: [TMCK601@gmail.com](mailto:TMCK601@gmail.com)

Environmental Consultant:

Mr. Kendrick Ebbott  
Fehr Graham  
909 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081  
Telephone: 920.453.0700  
[kebbott@fehr-graham.com](mailto:kebbott@fehr-graham.com)

Regulatory Manager:

Ms. Linda Michalets  
WDNR  
2300 N. Martin Luther King Drive  
Milwaukee, WI 53203  
Telephone: 414.263.8757  
[Linda.Michalets@wisconsin.gov](mailto:Linda.Michalets@wisconsin.gov)

### DERF Program and Eligibility

The project is enrolled in the DERF reimbursement program and will be managed in a manner to maximize DERF coverage. To the best of our knowledge, no DERF claims have been submitted on the project.

Funds totaling \$44,310.50 have been approved, but it is not clear how much of that work has already been completed. It appears eight NR-141-compliant monitoring wells and one smaller diameter well may be present at the Property, although groundwater chemistry information is only available for wells MW-1 to MW-5 and small diameter well TMW-2. A request for missing investigation information has been sent to the previous consultant.

As required by the DERF program requirements, we certify that we will complete services in compliance with ch. NR 169, NR 140, and the NR 700 to NR 754 rule series. We will make available to the WDNR, for inspection and copying upon request, all documents and records related to the contract services. We have not prepared this bid in collusion with any other consultant submitting a bid on this site. We will perform all services in an ethical, professional, and timely manner.

Fehr Graham has and will maintain the necessary insurance and deductible coverages specified by NR 169.

Per NR 169.23(3)(b), we are fully informed about the project scope, have the expertise to analyze alternatives and design the most suitable response action, and will provide the necessary staff to plan, design, construct, and operate the remedial activity.

The scope of work and cost estimate has been broken down on a task-by-task basis for your convenience. As the project unfolds and results become known, it is likely tasks may vary from the proposed scope of work. The WDNR may require additional borings or the site conditions may necessitate changes to the project. To maintain DERF eligibility, all changes to the scope of the project and the budget will be discussed and approved by you and the WDNR project manager prior to implementation.

Billing rates for the project are shown on Table A (attached) and reflect the fee schedule that will be utilized for the life of the project. Previous billing rates by the prior consultant from 2012 were reviewed for comparison and the hourly labor rates proposed by Fehr Graham are at or below a three percent annual increase for the 2012 unit rates.

### Proposed Scope of Work

The proposed scope of work is for the vapor interim action efforts. Further project work is expected to be necessary and additional tasks and costs will be identified as the project advances. The task identification numbers and names mirror the previous consultant numbers so continuity in the budget tracking can occur.

### Task 1: Work Plan and Project Management

The WDNR requires submittal of a Work Plan that identifies the proposed scope of work and methods prior to implementation of the work. Fehr Graham will prepare a Work Plan

via email transmittal to keep costs to a minimum. The Work Plan will include a map that will identify proposed sample locations and vapor sampling methods.

The Plan will be reviewed and comments will be obtained from the WDNR prior to completion of the work. Formal WDNR review, with submittal of WDNR review fees, will not be pursued.

Under this task, communication with the client and WDNR will be completed for a period of three months.

#### Task 2: Access and Receptor Survey

Under this task, Fehr Graham will contact the neighboring property owners to the west and north and arrange for access for vapor sampling. Assistance from the WDNR may be needed to facilitate access permission. A WDNR handout and form letter will be sent to the two parties requesting permission to access the structure and obtain subslab vapor samples from the basement or sump.

In addition, the Property tenant will be contacted and informed of the need to test the indoor air of the building.

Upon return of the signed neighboring property access agreements, the field sampling will be scheduled.

#### Task 5: Subslab and Indoor Vapor Sampling

The indoor and subslab air of the Property will be tested for laboratory analysis of nine volatile organic compounds (VOCs), as requested by the WDNR. Testing will be completed using a 6-liter summa canister. The analytes will include the chlorinated VOCs related to drycleaning operations (tetrachloroethene - PCE, trichloroethene - TCE, cis and trans dichloroethene - DCE and vinyl chloride - VC), plus the petroleum constituents benzene, ethylbenzene, toluene, xylenes, and naphthalene (BETXN).

The subslab vapor sample will be advanced near the former drycleaning machine in the center of the western building space. A Cox-Colvin stainless steel vapor pin will be installed and a 30-minute grab sample will be retained from the subsurface.

Two ambient air samples will also be obtained, one from the approximate breathing height (four feet) within the western building space near the subslab sample location and one outdoor sample from either the western building wall or the rooftop. These samples will be retained using an 8-hour regulator.

Samples of subslab vapor will also be retained from the neighboring building to the west at 4714 West Burleigh and from the neighboring property to the north at 3119 North 47<sup>th</sup> Street. It is expected both structures have basements with sumps for water control. Two subslab samples will be obtained from these structures, one from the headspace of the sump, which will be temporarily enclosed with thick plastic to isolate the sump headspace from the surrounding basement air, and one from the basement floor subsurface using a vapor pin sampler. If there is no sump, two samples of subslab air will be retained. The samples will be retained using 6-liter summa canisters and 30-minute integrated samplers.

Field monitoring of the VOC content in the ambient air and subslab air will be recorded using a photoionization detector (PID) prior to sampling.

Upon completion of sampling, the floor penetrations will be sealed with cement.

Task 6: Data Evaluation and Interpretation, Letters to Owners

Upon completion of the sampling and receipt of the laboratory results, the data will be compared to relevant standards. A table will be prepared for each sample location and a letter will be sent to the property owner communicating the findings.

Further efforts will be proposed, as necessary, based on the results.

Schedule

The work can proceed upon receipt of signed approval from the Client of the attached Agreement. It would be best to complete the indoor and subslab sampling during frozen conditions, as this typically reflects the "worst-case" scenario for vapor migration issues.

The WDNR also needs to approve the attached Change Order which identifies the anticipated costs and total project budget. The Change Order reflects the project total budget, but we do not have enough information to break down the previously approved costs by task.

Cost Estimate and Contract

The estimated cost for the proposed scope of work totals \$6,915, bringing the total approved DERF budget for the project to \$51,402.50. Costs and project hour estimates are broken out on a task by task basis on Table A and Change Order # 3 is also attached that reflects the entire project budget.

Attached is a Service Agreement that references this document and budget. Please review and return an executed copy, and we can begin the process of obtaining neighboring property access.

Thanks for the opportunity, and I look forward to working with you.

Sincerely,



Kendrick Ebbott, P.G.  
Senior Hydrogeologist

Attachments: Fehr Graham Service Agreement  
Table A: Interim Action Cost Estimate: Vapor Sample  
Change order # 3

Cc: Mr. Don Gallo, with Attachments, Axley, via email only to [dgallo@axley.com](mailto:dgallo@axley.com)

March 4, 2019

Tom Mckay  
MckPlaco, Inc. (Avenue Fabricare)  
602 North 5th Street  
Milwaukee, WI 53203

Dear Mr. McKay,

Please find enclosed our Agreement for Professional Services as requested.

Please sign and return the Agreement to my attention. An additional copy may be retained for your records.

Sincerely,



Kendrick A. Ebbott  
Branch Manager

KAE:

Enclosure

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client Tom Mckay  
Avenue Fabricare (MCKPLACO, INC)  
602 N. 5th St.  
Milwaukee, WI 53203

Description of Services:

MckPlaco Inc. - Interim Action Vapor Assessment

See proposal dated March 4, 2019.

COST: You will be billed on a time and material basis as per the annually established fee schedule.  
The fee for performing the above services is estimated to be \$6,915.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:  
I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.

CLIENT:	CONSULTANT:
Signature _____	By <u>Kendrick A. Ebbott</u>
Name _____	Name <u>Kendrick A. Ebbott</u>
Title _____	Title <u>Branch Manager</u>
Date Accepted _____	Date Proposed <u>March 4, 2019</u>

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client orders the professional services of Fehr Graham hereinafter called "Consultant" as described herein ("Order").
2. The Consultant agrees to furnish and perform the professional service described in this Order in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen or for delays which are caused by factors beyond its reasonable control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Order shall be performed for Client's account and that Client will be billed monthly for said services. A 1.5% per month service charge will be incurred by Client for any payment due herein and not paid within 60 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. This agreement shall inure to the benefit of and be binding upon the heirs, successors and /or assigns of the Client and Consultant and to any party claiming a whole or partial interest in and/or to the Client and the Consultant.
5. The Client shall be responsible for payment of all costs and expenses reasonably incurred by the Consultant for its account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Order.
6. The Consultant reserves the right to withdraw this Order if not accepted within 30 days.
7. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the Client to be the sole responsibility of the Client.
8. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 10%, the Consultant will notify the Client before proceeding and shall provide written notice to Client before incurring the additional costs. If the Client does not object to the additional costs within seven (7) days of receiving notification, the increased costs shall be deemed approved by the Client.
9. The Consultant shall be responsible for the safety on site of its own employees. Neither the professional services of the Consultant, nor the presence of its employees or subcontractors, when permitted, shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors or those individuals or companies acting under the guidance and/or supervision of Consultant.
10. Original survey data, field notes, computations, and other such documents ("Documents") generated by the Consultant are instruments of service and shall remain the property of the Consultant. The hardware, software and licensures of any electronic management system remain the property of the Consultant. Reports and the associated attachments, agency correspondence and other such documentation shall be the property of the Client. The Consultant shall provide copies to the Client of all documents specified in the Description of Services. Client shall, however, have the right to use, photocopy, or distribute the Documents in a manner that is reasonably necessary to utilize the Documents for Client's intended purpose.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising directly from the unauthorized use of such documents which, but for the actions of Client, would not have occurred.
11. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
12. Standard of Care - Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of skill and expertise ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
13. Indemnification and Limitation of Liability - Client and Consultant each agree to indemnify and hold the other harmless, including their respective shareholders, officers, directors, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's negligent acts or failure to act, errors or omissions.

Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Engineer shall not exceed One Million Dollars (\$1,000,000.00).
14. Allocation of Risk - Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may

result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions that has a negative impact upon the value of the property. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery if required by law, regulation or ordinance. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any reasonable costs associated with such measures.

15. In the event of legal action to construe or enforce the provisions of this work order, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
16. Termination - The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established charge-out rates, plus for all Reimbursable Expenses including a 15% markup.
17. Provision Severable - The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
18. Governing Law and Choice of Venue - Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the state in which the project occurs. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the circuit court for the county in which the project is located.
19. Insurance: Consultant shall procure and maintain the following insurance policies with insurers having an A.M. Best rating of not less than A where applicable during the term of this Agreement and for a period of two years following the date of final invoicing:
  - a. Workers' Compensation Coverage: Consultant shall maintain Workers' Compensation and Employers Liability Insurance for its employees in accordance with the laws of the state in which the project subject to this Agreement is located. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
  - b. Commercial General Liability Coverage: Consultant shall keep and maintain Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for injury to persons, including death, and damage to property.
  - c. Automobile Liability Coverage: Consultant shall maintain Automobile Liability Insurance covering injury to persons, including death, and property damage arising out of the use of company-owned, hired and no-owned vehicles, in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence.
  - d. Professional Liability Coverage: Consultant shall maintain Professional Errors and Omissions Liability for protection against claims resulting from, or alleging to have resulted from, the negligent acts, errors or omissions which may arise from Consultant's services under this Agreement. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on an annual aggregate basis.
20. Accessing the Property: Consultant will take reasonable precautions to avoid unnecessary damage or disturbance to Client's property. At the conclusion of field activities, Consultant shall restore the property to a condition that is the same or similar to that which existed immediately prior to the initiation of the field work proposed within this Agreement.
21. Status as an Independent Contractor: Consultant understands and agrees that its status is that of independent contractor and nothing contained in the Agreement shall in any way be construed as creating any agency, partnership or joint venture between the parties. Consultant shall conduct its business at its own responsibility and expense and shall be responsible for and promptly pay all applicable taxes chargeable or assessed with respect to its employees. All persons employed or subcontracted by Consultant in performance of the Services shall be under the sole and exclusive direction and control of Consultant and for no purpose shall they be considered the employees of Client.
22. Use of Subcontractors: In the event Consultant desires to subcontract any portion of the Services or deliverables to any subcontractor, sub-supplier or specialist (Subcontractor"), Consultant shall select Subcontractors with suitable qualifications to perform the Services. Consultant shall ensure that each Subcontractor agrees to be bound by the terms and conditions of this Agreement and the Purchase Order.



**TABLE A: Interim Action Cost Estimate: Vapor Sample**  
**March 1, 2019**  
**Sample Beneath and Inside Property, below neighbor W, Below Neighbor N**

ITEM DESCRIPTION	Unit Price	Quantity	Units	Total Cost
<b>CONSULTING SERVICES</b>				
<b>Task 1 Work Plan and Project Management</b>				
Plan, DNR Email Correspondence, Scope, Budget (3 months)				
Branch Mgr	\$171.00	5	hour	\$855.00
CAD	\$67.00	4	hour	\$268.00
Administrative	\$67.00	6	hour	\$402.00
<b>Subtotal Task</b>				<b>\$1,525.00</b>
<b>Task 2: Access and Receptor Survey</b>				
Access with two neighbors				
Branch Manager	\$171.00	2	hour	\$342.00
Project Manager (PG)	\$128.00	2	hour	\$256.00
Field Technician	\$76.00	4	hour	\$304.00
Drafting	\$67.00	2	hour	\$134.00
<b>Subtotal Task</b>				<b>\$1,036.00</b>
<b>Task 5: Subslab and Indoor Vapor Sampling</b>				
Vapor Samples 2 indoor, 5 subslab: Site 3 total: 8-hour Indoor. 8-hour Ambient. 30 min Subslab near former sample location. West Neighbor: 2 Total- 30 min sump headspace if sump present, using plastic to seal headspace and 30 min subslab along E wall. North Neighbor: 2 Total - 30 min sump headspace if sump present as for West House, and 30 min subslab along S wall.				
Branch Manager	\$171.00	1	hour	\$171.00
Project Manager (PG)	\$128.00	0	hour	\$0.00
Field Technician	\$76.00	12	hour	\$912.00
Hammer Drill	\$100.00	1	day	\$100.00
Vapor Pin	\$50.00	3	each	\$150.00
PID	\$100.00	1	day	\$100.00
Field Supplies (tubing, P meter, gloves, etc.)	\$25.00	1	day	\$25.00
<b>Subtotal Task</b>				<b>\$1,458.00</b>
<b>Task 6: Data Evaluation and Interpretation, Letters to Owners</b>				
Tabulate Data. Letter to Off Site Owners. Email report to DNR with copy of off site letters				
Branch Manager	\$171.00	3	hour	\$513.00
Project Manager (PG)	\$128.00	2	hour	\$256.00
Field Technician	\$76.00	6	hour	\$456.00
CAD	\$67.00	3	hour	\$201.00
<b>Subtotal Task</b>				<b>\$1,426.00</b>
<b>CONSULTING SERVICES TOTAL</b>				<b>\$5,445.00</b>

<b>CONTRACTOR SERVICES</b>				
<b>Task 5: Subslab and Indoor Vapor Sampling</b>				
Vapor Samples 7 Total, 4 CVOCs plus Five Petrol Compounds				
Canister w Regulators	\$60.00	7	each	\$420.00
Analytical TO-15 for PCE, TCE, DCE, VC, B,E,T,X,N	\$150.00	7	each	\$1,050.00
<b>Subtotal Task</b>				<b>\$1,470.00</b>
<b>CONTRACTOR SERVICES TOTAL</b>				<b>\$1,470.00</b>
<b>TOTAL ESTIMATED COST</b>				<b>\$6,915.00</b>

**INTERIM ACTION CHANGE ORDER # 3: March 1, 2019**  
**One Hour Fabricare 02-41-548391**

DESCRIPTION	Unit Price	Quant.	Units	Total ADDL Cost	Prior Apprvd Cost	TOTAL COST	Comment
<b>CONSULTANT SERVICES</b>							
<b>SI Consultant Costs</b>							
Task 1 Work Plan and Project Management					*	*	*Total approved budget has been established but breakout by tasks is not known
Task 2: Access and Receptor Survey					*	*	
Task 3 Drilling and Well Installation, Drum Disposal					*	*	
Drum Disposal					*	*	
Task 4 Well Development, GW Sampling					*	*	
Task 5: Soil Gas Vapor Intrusion Assess					*	*	
Task 6: Data Eval					*	*	
Task 7: Report Preparation					*	*	

<b>Interim Action Costs</b>							
Task 1: Work Plan and PM	See Table A			1525	0	1525	
Task 2: Access and Receptor	See Table A			1036	0	1036	
Task 5: Indoor and Subsalb Vapor Site and neighbors	See Table A			1458	0	1458	
Task 6: Data Eval, Interp. Letter Owners	See Table A			1426	0	1426	
<b>Consultant Cost Total</b>	See Table A			<b>5445</b>			

<b>Sub-Contractor Costs</b>							
<b>Site Investigation Contractor</b>							
Task 3 Drilling and Well Installation, Drum Disposal	See Table A				*	*	*Total approved budget has been established but breakout by tasks is not known
Drilling	See Table A				*	*	
Lab	See Table A				*	*	
Task 4 Well Development, GW Sampling	See Table A				*	*	
Lab					*	*	
Task 5: Soil Gas Vapor Intrusion Assess					*	*	
Under Bldg					*	*	
Neighbor to W					*	*	
Neighbor to North					*	*	

<b>Interim Action Costs Contractor</b>							
Task 5: Indoor and Subsalb Vapor Site and neighbors	See Table A			1470		1470	
<b>Sub-Contractor Cost Total</b>	See Table A			<b>1470</b>	\$ -	<b>1470</b>	

<b>DERF ELIGIBLE SUB-TOTALS</b>				<b>6915</b>	\$ 44,310.50 *	<b>51225.5</b>	
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<b>Non-DERF Eligible Expenses</b>							
City Permit					177	177	
<b>Non-DERF Cost Total</b>				<b>0</b>	<b>177</b>	<b>177</b>	

<b>TOTALS</b>				<b>6915</b>	<b>44487.5</b>	<b>51402.5</b>	
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McPlako Inc. approves of the environmental costs described above and authorizes Fehr Graham to proceed with these activities. Fehr Graham shall not exceed any of these costs without receiving written authorization. The terms and conditions of the original contract for this project will apply to these services.

\_\_\_\_\_  
 McPlako, Inc., Mr. Tom McKay Date

This approval does not guarantee the reimbursement of costs. Final determination regarding the eligibility of costs will be determined at the time of claim review.

\_\_\_\_\_  
 Ms. Linda Michalets, WDNR Project Manager Date

*Kendrick A. Ebbott*  
 Mr. Kendrick A. Ebbott, Fehr Graham 1-Mar-19 Date