November 6, 2007

BMP Realty 3319 Nobb Hill Drive Racine, WI 53406

Attention: Mr. Douglas L. Berry

Subject: Proposal for Site Investigation

Martinizing Dry Cleaning Site

1730 State Street Racine, Wisconsin Proposal No. 1EP-071071

# Dear Mr. Berry:

Giles Engineering Associates, Inc. (Giles) is pleased to submit the following proposal and cost estimate to perform soil and groundwater investigation activities at the Martinizing Dry Cleaning property (site), located at 1730 State Street, in Racine, Wisconsin. The following Site Investigation (SI) proposal has been prepared in response to your request for proposal (RFP), dated October 8, 2007. The SI proposal has been prepared in general accordance with the requirements of Wisconsin Admin. Code (WAC), Chapter NR 716 and Chapter NR 169. In addition, the proposed scope of services will be performed in a manner to maximize reimbursement under the Drycleaner Environmental Response Fund (DERF).

A brief overview of the site background, history, and existing environmental conditions are included in the following section. Also provided in the subsequent sections are a proposed investigation strategy and scope of services to complete the SI, a detailed cost estimate, and schedule.

# Site Background

The Site background information was reviewed and summarized from the following sources including: 1) an initial site-scoping document titled Summary of Pre-Discovery Activities, Martinizing Dry Cleaning, 1730 State Street, Racine, Wisconsin, prepared by Northern Environmental (Northern), dated June 8, 2007; and, 2) the Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System, and WDNR Web-based Geographic Information System (GIS) database of closed environmental remediation sites.

Based on Giles' review of the referenced sources, the site was operated as an active dry cleaner facility from 1971 to 2000. The site property currently operates as a coin-operated, wet laundry facility and a dry cleaner drop-off. Historically, dry cleaning operations were performed in the northern portion of the building. Dry cleaning solvent (Tetrachloroethene) was used at the site and was stored along the northern wall of the dry cleaning operations room.

Based on review of the initial site-scoping document (Northern, 2007), three borings were completed; a temporary well was also constructed in one boring proximate to the former dry cleaning machine to facilitate groundwater collection. Shallow soil beneath the site consisted of silty sand and gravel fill to the maximum depth explored of eight feet. Groundwater was observed at approximately 7.5 feet below ground surface (bgs).

Tetrachloroethene (PCE) and Trichloroethene (TCE) were detected in the shallow soil profile immediately beneath the building slab from 0.5 to 1.5 feet bgs at levels exceeding regulatory standards in soil samples submitted from the three borings completed. TCE, PCE, and intermediate chlorinated volatile organic compounds (VOCs) were detected in the groundwater sample collected from the boring proximate to the former dry cleaning machine at levels exceeding WDNR regulatory enforcement standards.

Giles reviewed information on the WDNR's Web-based GIS registry of closed remediation sites to verify if other sites exist in the immediate vicinity of the Martinizing Dry Cleaning site. Based on our review, there are no WDNR registered/closed remediation sites adjacent to or in the immediate vicinity of the site.

Based on review the WDNRWeb-based BRRTS, the WDNR received release notification from the responsible party on June 1, 2007. This notification was performed to maintain eligibility for reimbursement under DERF, in accordance with WAC, Chapter NR 169.

It is Giles' understanding that the WDNR has requested that a SI be performed at the site in accordance with WAC, Chapter NR 716, in an effort to evaluate the extent of the PCE- and TCE-impacted soil and groundwater, resulting from historic site use as a dry cleaner facility. A detailed description of Giles' proposed investigation strategy, our proposed scope of services, and cost estimate to complete the SI activities are presented in the following sections.

# ed Investigation paratiecy

Giles understands that the SI activities will be performed in general accordance with WAC, Chapter NR 716. In addition, the proposed scope of services will be performed in a manner to maximize reimbursement under NR 169 DERF.

Giles proposes the following sequence of tasks to accomplish the SI including:

- 1. Prepare a SI Work Plan (SIWP) and a Site Health and Safety Plan (SHSP)
- 2. Utility location, soil boring/monitoring well completion, and survey
- 3. Monitoring well development and sampling
- 4. SI Report preparation and submittal

Each of the aforementioned tasks is discussed in detail in the following Scope of Services section.

# Proposed Scope of Services (RFP Base Scope)

- Prepare a SIWP in general accordance with NR 716. The SIWP will identify soil boring/monitoring well locations, soil sample intervals, methods and procedures for soil and groundwater collection and analysis. The SIWP will be provided to the owner for review, comment, and approval. Upon owner approval, a copy will be submitted to the WDNR for concurrence.
- Prepare a SHSP. The SHSP will be prepared in accordance with 29 CFR 1910 to maintain compliance with the Occupational Safety and Health Administration's (OSHA's) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) for the proposed field activities to be performed at the site.
- Coordinate utility location. Upon receipt of the WDNR's approval to proceed with the work outlined in the SIWP, Giles will contact Diggers Hotline to locate and mark utilities at the site to ensure boring locations are appropriately placed, and to establish baseline information for the receptor survey.
- Observe and document the completion of soil borings. Giles personnel oversee, observe, and
  document the advancement of each soil boring at the site. Four on-site soil borings are proposed for
  the SI. Two soil borings will be completed within the building to evaluate the potential presence and

extent of soil impact beneath the building floor slab, in the vicinity of the dry cleaning machine and solvent product storage areas. Two additional exterior soil borings will be completed to evaluate the extent of soil impact associated with spent solvent and/or filter waste storage and/or disposal areas. The soil borings within the building will be completed to a maximum depth of 12 feet bgs. Borings outside the building will be completed to 16 feet bgs.

Soil samples will be collected continuously for visual evaluation, and field screening for the presence of volatile organic vapors utilizing a Photoionization detector (PID), equipped with a 10.6 eV lamp calibrated to a benzene-equivalent standard. Giles anticipates two soil samples will be collected from each soil boring (eight total) and submitted to a Wisconsin-licensed analytical laboratory for analysis of VOCs by U.S. EPA Method 8260. Soil sample selection will be based on the field conditions encountered, but in general, one sample will be obtained from the unsaturated interval, immediately above the saturated zone and a second sample from an interval exhibiting the highest field instrument detection for laboratory analysis.

Investigative soil cuttings will be contained in 55-gallon department of transportation (DOT) approved drums, sampled, labeled, and staged on the site. Giles anticipates one composite soil sample will submitted to an analytical laboratory for disposal characterization.

- Construct water table monitoring wells. Giles proposes that four water table monitoring wells be constructed in the soil borings completed during the SI, including two non-NR-141 compliant 1-inch diameter interior wells, and two NR-141 compliant 2-inch diameter exterior wells. The monitoring well locations will be established to assess the horizontal extent of groundwater impact, to evaluate groundwater quality trends, and to establish the direction of groundwater flow for the site.
- Develop monitoring wells. The monitoring wells will be developed in accordance with WAC, Chapter NR 141. Monitoring well development/purge water will be contained in 55-gallon DOT-approved drums, sampled, labeled, and staged on the site.
- Perform an initial groundwater sampling event. An initial groundwater sampling event will be performed to assess the extent of groundwater impact. Four groundwater samples (and one duplicate sample) will be collected from the newly established monitoring wells using low-flow sampling techniques. Low-flow sampling will be performed with a positive displacement pump. The groundwater samples will be submitted to a Wisconsin-licensed analytical laboratory for analysis of VOCs by U.S. EPA Method 8260.
- Establish a receptor survey. Giles will use the Diggers Hotline utility markings, available utility drawings and plans, plat of survey information from the city engineer's office (or provided by the site owner), and measurements of existing features established during the SI field work to develop a Site Plan. The Site Plan will be used as a base map for establishing registered well information obtained from the Wisconsin Geological and Natural History Survey (WGHNS), and ecological receptor data (if available), and utility locations and depths.
- Prepare a Site Investigation Report (SIR). Giles will prepare a WAC, NR 716-compliant SIR, upon receipt of the results from the initial groundwater-sampling event. The SIR will summarize the tasks performed, soil and groundwater chemical analyses, results of the potential receptor survey, and recommendations for additional delineation, characterization, monitoring, or remediation.

# Optional Services Not Requested in Base Scope

Interior monitoring well variance and pre-packed screen installation. Giles recommends that a variance be granted by the WDNR to construct the interior wells with manufacturer pre-packed screens to limit the amount of suspended sediment in the groundwater sample (turbidity), and subsequently improving the groundwater sample quality.

- Investigative waste disposal. If authorized by the owner and WDNR, Giles will provide a hazard-ous versus non-hazardous waste (contained-out) determination for investigative waste generated during the SI. Upon completion of the contained-out determination, Giles will coordinate with a licensed waste disposal service provider for the transport and disposal of soil and development/purge water investigative waste.
- Hydraulic conductivity testing. Giles proposes to perform hydraulic conductivity (slug) testing in conjunction with the initial (baseline) groundwater sampling event, after the wells are sampled. In-field slug tests would be performed at two monitoring well locations using a hermit data logger. The calculated hydraulic conductivity of the shallow groundwater aquifer, the water table gradient, and direction of groundwater flow will permit a site-specific evaluation of the linear flow velocity of shallow groundwater to assess the contaminant plume migration rate.
- Quarterly groundwater sampling. If conditions warrant, Giles proposes to complete three additional quarterly groundwater sampling events. For each event, four groundwater samples (and one duplicate sample) will be collected using low-flow sampling techniques. The results of the baseline sampling event and three additional quarterly events will establish data sufficient to assess seasonal contaminant trends.

Site Investigation cost

The estimated cost to complete referenced SI scope (RFP Base Scope) of services is \$15,835.00. A detailed cost summary is presented in the attached DERF Investigation Bid Sheets (WDNR Form 4400-233). The estimated costs have been prepared based on good-faith estimates submitted from select qualified commodity service providers based on the proposed scope of services. Due to the potential for WDNR revisions/additional to the scope of services, final compensation will be determined based on the actual lineal footage of borings drilled, waste disposal tipping and transportation fees, number of types of laboratory tests performed, and the actual costs for professional services. Also, it should be noted that the fees presented in the attached bid sheets do not include costs for expedited analytical turnaround time.

The estimated cost to complete the optional services, not requested in the RFP Base Scope, is summarized below and includes:

| Well Variance & Pre-packed Screen Installation           | \$600.00   |
|--|------------|
| Contained-out Determination                              | \$1,100    |
| Investigative Waste Disposal                             |            |
| Soil as Special Waste (4 @ \$185/drum)                   | \$740.00   |
| Water as Special Waste (5 @ \$150/drum)                  | \$750.00   |
| Soil as Hazardous Waste (4 @ \$500/drum)                 | \$2,000.00 |
| Water as Hazardous Waste (5 @ \$380/drum)                | \$1,900.00 |
| Hydraulic Conductivity Testing                           | \$1,000.00 |
| Quarterly Groundwater Sampling (3 events @ \$1,720 each) | \$5,160.00 |

If project costs are envisioned to exceed the estimated amount due to circumstances listed in NR169.21(2)(e), Giles will not incur additional costs in excess of \$3,000.00 or 5 percent of the total project amount (whichever is lower) without prior authorization from you and the WDNR. Additional communication, correspondence, or supplemental reporting is not included in the scope of services or cost estimate.

# SCHEDULE

Giles has attached a detailed schedule for the project from the anticipated date of authorization to proceed through the completion of the SIR. We anticipate the overall project duration to be approximately three months for the request RFP Base Scope of Services. An additional nine months would be required if the optional services were included with the RFP Base Scope of Services.

# CLOSURE

Giles has the experience and expertise to effectively and efficiently execute the SI, analyze alternatives, and design the most suitable response action for the project. We have assembled the following dedicated, experienced environmental project team to complete all phases of the project in the most and efficient and cost effective manner. Copies of professional resumes for Giles personnel to be involved with the SI and a copy of Giles' Certification of Insurance, are also attached.

Giles project team will consist of the following individuals:

Attn: Ms. Shanna Laube-Anderson

- Mr. Kevin T. Bugel, P.G., C.P.G., Environmental Division Manager, will serve as lead technical advisor.
- Mr. Thomas J. Bauman, P.G., Project Hydrogeologist, will serve as the field operations and sampling coordinator.
- Mr. Steven C. Thuemling, Assistant Environmental Division Manager, will serve as the QA/QC advisor.
- Ms. Erika L. Biemann, Project Environmental Scientist will serve as data reduction and review coordinator.

Thank you for the opportunity to offer our engineering services. Should you have any questions relating to the proposed services or if we can be of additional assistance, please do not hesitate to call.

| Respectfully su                 | ubmitted,  |   |
|---------------------------------|--|---|
| GILES ENGINE                    | ERING ASSOCIATES, INC.   |   |
| Kevin T. Bugel,<br>Environmenta | P.G., C.P.G.<br>I Division Manager   | Steven C. Thuemling Assisstant Environmental Division Manager |
|                                 | •  | _   |
| ACCEPTED: BA                    | MP REALTY  |   |
| BY:                             |  |   |
| (                               | signature)   | (printed name)  |
| TITLE:                          |  | _DATE:  |
| Attachments:                    | TABLE 1; Budget Summary<br>Professional Qualifications (Pr<br>DERF Site Investigation Bid Sh<br>General Conditions; January 2<br>Important Information About<br>Giles Certificate of Insurance | eet Form 4400-233 (R4/04)                                     |
| Distribution:                   | Wisconsin Department of Nat  | ural Resources  |

|                 | Tak<br>BMP Realty, Mar                   |          | get Sur  | -         | Wisconsin         |          |  |
|-----------------|--|----------|----------|-----------|-------------------|----------|--|
| Task            | Description                              | Giles    |          |           | Subcontractors    | Pudast   |  |
| No.             |  | Labor    | Expenses | Equipment | Subcontinuction's | Budget   |  |
| Task 1          | Sampling Plan preparation                | \$1,150  | \$0      | \$0       | \$0               | \$1,150  |  |
| Task 2          | SHSP prep, utility location              | \$565    | \$0      | \$0       | \$0               | \$565    |  |
| Task 3          | HSA Soil boring/MW installation          | \$2,500  | \$120    | \$360     | \$3,185           | \$6,165  |  |
| Task 4          | MW development                           | \$795    | \$60     | \$235     | \$0               | \$1,090  |  |
| Task 5          | GW sampling<br>(1 quarterly event)       | \$1,055  | \$60     | \$265     | \$285             | \$1,665  |  |
| Task 6          | Data reduction and SI Report preparation | \$5,200  | \$0      | \$0       | \$0               | \$5,200  |  |
| Budget Estimate |  | \$11,265 | \$240    | \$860     | \$3,470           | \$15,835 |  |

|             | BMP Realty, Martinizing Dry Clear        | ners, Racine, Wisconsi | n       |  |
|-------------|--|------------------------|---------|--|
| Task<br>No. | Description                              | Subcontractor Fees     |         |  |
| Task 1      | Sampling Plan preparation                | \$0                    | \$0     |  |
| Task 2      | SHSP prep, utility location              | \$0                    | \$0     |  |
| Task 3      | HSA Soil boring/MW installation          | \$3,185                | \$3,185 |  |
|             | Laboratory subcontractor costs           | \$456                  |         |  |
|             | Geoprobe subcontractor costs             | \$750                  |         |  |
|             | Drilling subcontractor costs             | \$1979                 |         |  |
| Task 4      | MW development                           | \$0                    | \$0     |  |
| Task 5      | GW sampling<br>(1 quarterly event)       | \$285                  | \$285   |  |
|             | Laboratory subcontractor costs           | \$285                  |         |  |
| Task 6      | Data reduction and SI Report preparation | \$0                    | \$0     |  |
| Totals      |  |                        | \$3,470 |  |

# Kevin T. Bugel, P.G., C.P.G.

# Environmental Division Man

#### Education

- M.S., Geology, Texas Tech University, 1991
- B.S., Geology, University of Wisconsin-Oshkosh, 1987

# Professional Registrations and Certifications

- Professional Geologist, Wisconsin
- Certified Professional Geologist, AIPG
- Hydrogeologist, by WI Administrative Code Ch NR 712.03
- OSHA 40-Hour Health and Safety Waste Site Worker

# Experience

Mr. Bugel offers more than 15 years of professional experience in the fields of environmental geology and hydrogeology and possesses a comprehensive background in managing environmental investigation and remediation projects. As a project manager, he has directed site investigation and remediation activities for numerous of properties with petroleum hydrocarbon, chlorinated solvent, polychlorinated biphenyl (PCB), and Resource Conservation and Recovery Act (RCRA) metals soil and groundwater impact. Mr. Bugel has also served as project manager for health risk and natural attenuation assessments and for sites under active remediation. In addition, his experience includes due diligence Phase I and II environmental site assessments (ESAs) for urban properties undergoing real estate transfer and development for municipal clients, real estate developers, and private parties.

Mr. Bugel has extensive project management and consulting experience in project budgeting, scheduling, contract development and review, and client and regulatory agency communication. He has authored and contributed to several federal and state-level regulatory reports. He has experience in federal and state regulatory requirements and is well-versed in guidelines set forth by state environmental regulatory agencies. His project experience includes:

Investigation and Remediation Services

- Project manager and lead investigator for WDNR Responsible Party Investigations in Halder and Newald, Wisconsin.
- Field operations supervisor during a WDNR state-led site investigation in Rock County, Wisconsin.
- Direct management and negotiation with regulatory agencies for strategic sampling and/or closure of more than 100 environmental site investigations, Phase II ESAs, and remedial actions for industrial and commercial contaminated sites with a variety of contaminant scenarios.
- Oversight on more than 100 additional Phase II ESAs and remedial actions of petroleum hydrocarbon, chlorinated solvent, and RCRA metals contaminant scenarios.
- Conceptualization, pilot testing, design, and installation of an active storm/sanitary sewer trench dewatering and contaminant containment system for a major automobile manu-facturing facility.
- Conceptualization and development of plans and specification documents, and performed sub-contractor bidding, scheduling, and coordination for insitu groundwater remedial actions, as well as exsitu soil excavations with landfill disposal or soil landspreading/biopile incorporation for a large automobile manufacturing facility construction project.
- Budget development and approval for site investigation and remedial action scopes and conditions.
   Compliance Services
- Coordinated initial sampling activities at a natural gas pipeline compressor station facility during the course of a multi-site regulatory compliance study.
- Coordinated PCB and HSL sampling activities at 16 energy transmission pipeline compressor station facilities located in six states as part of a company-wide PCB regulatory compliance audit.

# Thomas J. Bauman, PG

# Project F drogeologist

#### Education

B.S., Geology/Geophysics, University of Wisconsin – Milwaukee, 1996

# Professional Registrations and Certifications

- Professional Geologist, Wisconsin
- OSHA 40-Hour Health and Safety Waste Site Worker
- WDComm Certified UST Site Assessor
- U.S. EPA Certified Asbestos Building Inspector

# Experience

Mr. Bauman has 11 years of environmental professional experience in conducting environmental site assessments (ESAs), geophysical magnetometer surveys, underground storage tank (UST) removal assessments, hydrogeological investigations, feasibility and remedial investigations and site remediation. His project experience includes:

#### Site Assessments

- Completion of more than 500 Phase I & II ESAs on residential, commercial and industrial sites.
- Completion of more than 100 geophysical magnetometer surveys for the possible presence of USTs and buried drums on properties throughout the continental United States.
- Completion of numerous health risk evaluations for risk-based closures in Wisconsin.

### Investigation and Remediation

- Provided project management support on more than 100 service station, auto repair, junk-yard, drycleaners and other industrial sites throughout the United States. Contaminants included petroleum, chlorinated solvents, pesticides, and metals. His responsibilities included work plan and budget preparation, client and contractor relations, regulatory correspondence, supervision of field activities, data evaluation, and technical report preparation.
- Managed investigation and remediation through closure on commercial and industrial leaking UST sites in compliance with the Natural Resources Chapter of the Wisconsin Administrative Code and the Petroleum Environmental Cleanup Fund Act (PECFA) reimbursement program.

#### Field Geologist Experience

- More than 5,000 hours of subsurface exploration experience, including direct-push, rotary drilling, rock coring, air-rotary and wash boring exploration methods.
- Supervision of the excavation and removal of contaminated soils at more than 50 residential, commercial and industrial sites.
- Supervision of drilling crews for installation of more than 500 monitoring well and piezometers as completed for environmental and hydrogeological investigations.
- Provided supervision of numerous HRC applications for remediation of soil and groundwater contamination.

# Steven C. Thuemling

# Assistant Environment vi I M nager

#### Education

AAS, Computer Engineering, Milwaukee School of Engineering, 1985

# Professional Registration and Certifications

- 40-Hour Workshop for Superfund and RCRA Remediation Site Personnel
- U.S. EPA AHERA Asbestos Building Inspector

# Experience

Mr. Thuemling has more than 22 years of experience in the environmental consulting industry. He identifies client objectives; develops project scope, schedule and budget; and acts as client\regulator liaison. Also, he administers technical assistance to staff and provides technical review of project documentation. He combines his expertise to evaluate cost-effective remedial and closure solutions to all types of environmental scenarios for industrial and commercial clients. His experience includes:

#### Stormwater Management

- Implemented sampling strategies to comply with stormwater and sanitary sewer discharge permits for industrial properties in Wisconsin, as well as properties in Illinois and Texas.
- Implemented stormwater management plans for development of the Lake Express Ferry Terminal Site, and expansion of the Howard Avenue Water Treatment facility.

#### Remediation

- Served as project manager and client liaison for more than 150 remedial investigation/feasibility study projects and site remediations. Responsibilities include completion of remedial action plans, remedial options reports, and costs estimates developed based upon the property owners' objectives, environmental factors, and hydrogeologic conditions. Remedial actions included soil excavation, landspreading, passive bioremediation, using engineering controls, institutional controls, and assessing the natural attenuation of contaminants through long term monitoring programs.
- Designed and implemented subfloor passive/active vapor mitigation/liners systems for buildings constructed on historic fill sites containing a combination of high methane conditions and petroleum hydrocarbon contamination.

#### Investigations and Remediation Services

- Managed and negotiated with regulatory agencies the closure of more than 100 Phase II ESAs and remedial actions for contaminated sites. Responsibilities include evaluating the natural attenuation of contaminants, conducting active remedial actions, applying the use of institutional controls such as filing of deed/use restrictions, conducting health risk-based evaluations, or any combination of the aforementioned closure methods.
- Managed Phase II ESAs, remedial actions, and long term groundwater monitoring programs on more than 30 contaminated redevelopment sites owned by the Redevelopment Authority of the City of Milwaukee.
- Managed more than 50 UST system closures in Florida, Ohio, Illinois, New Jersey, New York, West Virginia and Wisconsin.

#### Site Assessments

- Performed more than \$1.8 million in industrial, commercial and residential Phase I ESAs for real estate transfer and refinancing throughout the continental United States.
- Conducted more than 100 asbestos inspections of schools, commercial and residential buildings.
- Completed Environmental Impact Assessments required for the City of Milwaukee to secure federal funding for the renovation of wading pool filtration systems within the Milwaukee Park System.

# Erika L. Biemann, CHMM

# Project Environmental Scientist

#### Education

- M.S., Biological Sciences, University of Wisconsin Milwaukee, 1997
- B.A., Biology with Environmental Studies, Lawrence University, 1994

# Professional Registration and Certification

Academy of Hazardous Materials Managers – Certified Hazardous Materials Manager

# Experience

Ms. Biemann is an environmental scientist with eight years of environmental professional experience in conducting environmental site assessments (ESAs), remedial strategies, compliance audits, environmental impact assessments, water quality analysis, hazardous materials response, and air quality investigations. Her project experience includes:

#### **Environmental Site Assessments**

- Conduction of Phase I ESAs of a wide variety of properties within the Milwaukee metropolitan area.
   Property types included industrial, commercial, residential, and mixed-use.
- Conduction of environmental screenings of hundreds of property tax-delinquent commercial or industrial properties within the City of Milwaukee.
- Preparation of applications to state and federal site grant programs (WDNR Site Assessment Grant Program and U.S. EPA Brownfields Cleanup Revolving Loan Fund).

### Investigation and Remediation Services

- Coordination of Phase II ESAs and/or remedial services over the past five years across the nation.
- Achievement of final project closure for numerous sites, including Reach III of the Milwaukee Metropolitan Sewerage District's Flood Control Project. The site was adjacent to an historically-active industrial facility. The remedial strategy involved soil excavation and groundwater monitoring.
- Management of landfill gas and groundwater monitoring activities at the former South Milwaukee Landfill in Oak Creek, Wisconsin.

#### Field Experience

- Assisted in soil and groundwater sampling, groundwater monitoring well development, and soil excavation monitoring activities.
- Participation in hazardous materials incident response within Milwaukee County. Responsible for assisting and advising the Milwaukee Fire Department Hazardous Materials Response Team.

#### Compliance Experience

- Preparation of SPCC plans for backup generator systems.
- Conduction of compliance audits at manufacturing, recycling, and industrial cleaning facilities as part of the Local Emergency Planning Committee audit team.

#### **Environmental Impact Assessments**

- Conduction of environmental impact reviews of all City of Milwaukee federally-assisted new construction or rehabilitation projects for nearly two years.
- Conduction of a Phase I ESA and Impact Assessment for a 100-acre tree nursery. The site included wetland and floodplain areas, as well as maintenance facilities with above-ground storage tanks.

#### **Affiliations**

- Federation of Environmental Technologists
- Wisconsin Women Environmental Professionals

Consultant Name: Giles Eng Site Name:Imperial Cleaners; New Holstein, WI BRRTS #:02-08-546755 Date:7/28/06

# DERF Site Investigation Bid Sheet Analytical Costs

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

| Consultant Name Giles Engineering Associate     | Applicant Name Kevin T. Bugel, P.G., C.P.G |                                      |                |  |  |
|---|--|--------------------------------------|----------------|--|--|
| Bko Summary -                                   |  |                                      | 7              |  |  |
| Drilling Costs Total =                          | 2,729                                      |                                      |                |  |  |
| Analytical Costs Total =                        | 741  |                                      |                |  |  |
| Consulting Costs Total =                        | 11,265                                     |                                      |                |  |  |
| Misc Costs Total =                              | 1,100                                      |                                      |                |  |  |
| Grand Total =                                   | 15,835                                     |                                      |                |  |  |
| certify that the costs are an accurate estimate |  | r the site investigation and I under | stand and will |  |  |
| adhere to s.292.65 Stats. and ch NR 169, Wis    | . Adm. Code.                               |                                      |                |  |  |

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

GENERAL CONDITIONS OF GEOTECHNICAL, ENVIRONMENTAL, INDUSTRIAL HYGIENE, AND/OR MATERIALS TESTING AGREEMENT January, 2005 Page 1 of 2



SECTION 1: FORMATION OF CONTRACT - These General Conditions shall be incorporated into and become a binding, integral part of any correspondence, proposal, or contract to which they are initially attached. Together they form an Agreement to be entered into by and between Giles Engineering Associates, Inc. ("Giles") and the party for whom Giles is to perform its services ("Client"). Conflicting terms or conditions that appear on an acceptance copy of any Agreement document, or subsequently issued document, are hereby objected to and shall be invalid, unless accepted in writing by all parties to the Agreement. Ordering, reliance upon, or acceptance of Giles' services by Client, including additional work orders, shall constitute Client's acceptance of the terms of the Agreement, including these General Conditions, regardless of whether Client delivers an executed copy of the Agreement document prior to the commencement of Giles' services. The Agreement, including these General Conditions, shall extend to the benefit of, and be binding upon, the successors, assigns, directors, officers, employees, agents, subcontractors, representatives, and consultants of Giles and Client. Client shall communicate these General Conditions to any third party or principal for whom, or to whom, Client conveys any part of Giles' services. Giles shall have no duty or obligation to any third party or principal greater than what is set forth herein.

SECTION 2: SITE ACCESS AND PROPERTY CARE — Client will arrange right of entry for Giles to complete the services. Client warrants and represents that it has authority and permission to grant Giles access. Client will also arrange permission for Giles to photograph the site. Client will provide Giles with sufficient documentation to enable Giles to avoid trespass and damage to onsite, neighboring, restricted, or prohibited areas. Giles will take reasonable precautions to minimize damage to the property. In the normal course of work, some damage may occur. The correction of such damage is not part of the Agreement, unless specified in the proposal. Giles will backfill borings and other types of ground penetrations. Soil backfill at access points and test locations may settle over time. Giles is not responsible for checking, maintaining, or repairing the backfill after leaving the project site.

SECTION 3: UTILITIES – Giles will contact the local one-call public utility locator service and take reasonable precautions to avoid damage or injury to identified underground structures or utilities. Client shall provide any documents necessary or helpful in locating all private underground structures and utilities. Client shall assume responsibility for the accuracy of any information provided. Client agrees to hold harmless, defend, and indemnify Giles for any damages to underground structures and utilities, and any damage, injury, or death arising directly or indirectly therefrom, which were not identified on the documents furnished, or by local utility identification agencies.

SECTION 4: DEGREE OF CERTAINTY IN MATERIALS TESTED – The locations and elevations of in-situ tests will be determined in accordance with the accuracy and proximity of survey control provided by Client or the contractor. Unless noted, locations and elevations will be determined by pacing and hand level methods. Observation and testing services will be provided in such a manner as to have reasonable certainty that the services essentially comply with project requirements.

SECTION 5: STANDARD OF CARE - Services performed under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing at this time, under similar conditions, and in the same locale. No other warranty, express or implied, is made.

SECTION 6: DELAY AND FORCE MAJEURE - Giles will be excused for delay in the performance of services under this Agreement if caused by acts of God; inclement weather; acts of utility companies, unions, organized labor, or inspectors; or other unforeseen contingencies; beyond Giles' reasonable control.

SECTION 7: RESPONSIBILITIES – The presence of Giles' field representative(s) will be for the purpose of providing observation and/or field testing. Giles' services will not include the supervision or direction of the work of the contractor or the contractor's employees or agents. Contractor should be so advised, and informed that neither the presence of Giles' field representative nor the observation and testing shall excuse contractor in any way for defects discovered in contractor's work. An opinion will be developed from observations and tests as to whether the work essentially complies with the project requirements.

SECTION 8: OWNERSHIP OF INSTRUMENTS OF SERVICE – All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Giles are instruments of service, remain the property of Giles, and are protected by copyright, trademark, and other proprietary rights provided under state and federal laws of the United States and/or foreign nations.

SECTION 9: DISPOSITION OF SAMPLES AND MATERIALS – Uncontaminated soil and rock samples will be held for thirty (30) days after submission of Giles' report, unless advised otherwise by Client. Further storage or transfer can be made at Client's written request. Should samples, materials, and/or waste by-products contain, or be suspected to contain, substances or constituents hazardous to health, safety, or the environment, as defined by applicable laws, Giles will return such samples, materials, and/or waste by-products to Client after completion of testing, or have them disposed of in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal. Giles is acting as a bailee and assumes no title to such samples, materials, and/or waste.

GENERAL CONDITIONS OF GEOTECHNICAL, ENVIRONMENTAL, INDUSTRIAL HYGIENE, AND/OR MATERIALS TESTING AGREEMENT January, 2005 Page 2 of 2



**SECTION 10:** SAFETY – The construction contractor and/or owner shall, without limitation, assume sole and complete responsibility for job site conditions during construction of the project, including the safety of all persons and property.

SECTION 11: MOLD EXCLUSION – Unless expressly provided, Giles' scope of services does not include any investigation, analysis, consultation, or representation with respect to the risk, prevention, presence, or remediation of mold, mildew, fungi, spores, or other microbes. It is therefore agreed that Giles has no responsibility or liability for claims, damages, losses, or expenses attributable to any such exposure, contamination, growth, release, or dispersal.

SECTION 12: HAZARDOUS MATERIALS – When hazardous materials are known, assumed, or suspected to exist at a site, Giles will take appropriate actions to protect the health and safety of personnel, to comply with applicable laws and regulations, and to implement procedures to minimize physical risks to employees and the public. Client will inform Giles of any suspected hazardous materials. The discovery of unanticipated hazardous materials constitutes a changed condition requiring renegotiation of the scope of services or termination of the Agreement. Client agrees to compensate Giles for additional costs of working to protect employee and/or public health and safety. Client waives any claim against Giles, and agrees to hold harmless, indemnify, and defend Giles from and against any claim or liability for injury, death, or loss arising directly or indirectly from the discovery of unanticipated hazardous materials. Client also agrees to compensate Giles for time spent, and expenses incurred, in defense of any such claim, based upon Giles' prevailing fee schedule and expense reimbursement policy relative to the direct project costs.

SECTION 13: INSURANCE – Giles maintains a complete insurance package, including workman's compensation, commercial general liability, and professional liability insurance. Giles also maintains contractors pollution liability coverage of \$2,000,000.00 for each pollution incident, with an annual aggregate limit of \$2,000,000.00. Certificates of insurance shall be provided upon request.

SECTION 14: LIMITATIONS OF LIABILITY – Client agrees to limit Giles' total aggregate liability to Client and all construction contractors, subcontractors and those named on the project arising from Giles' professional acts, errors or omissions, or breaches of contract to the greater of either \$100,000.00 or Giles' fee for services on the project.

SECTION 15: INDEMNIFICATION – To the fullest extent permitted by law, Client shall hold harmless, indemnify, and defend Giles from and against all claims and causes of action for bodily injury, death, and property damage that may arise from the performance of services under this Agreement, except where such bodily injury, death, or property damage arises directly from the sole negligence, errors, or omissions of Giles.

SECTION 16: LITIGATION SUPPORT – If Giles is required by operation of law, subpoena, or other legal process to appear, participate, or give testimony as an expert or fact witness, in any legal discovery, administrative, or court proceeding, as a result of the performance of services under this Agreement, Client agrees to compensate Giles pursuant to Giles' current fee and rate schedule, and to reimburse Giles for all reasonable costs and expenses Giles may incur in connection with such activities, including the fees of any attorney that Giles may retain on its own behalf.

SECTION 17: INVOICES AND PAYMENT – Payment of invoices is due upon receipt of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a late payment service charge of 1½% per month, or 18% per year, for past due invoices. Client agrees the balance as stated on the invoice is correct, conclusive, and binding unless Client within ten (10) days from the date of invoice notifies Giles in writing of the item alleged to be incorrect. Should a dispute over payment arise, Client agrees to pay all invoiced amounts except those amounts in dispute; stipulates to using the Waukesha County Circuit Court, Wisconsin, as the venue; and agrees to pay all court costs and attorney fees associated with the collection of disputed sums. Attorney fees shall be at the actual cost or at Giles' in-house counsel rate of \$150.00 per hour.

SECTION 18: NOTICE OF LIEN RIGHTS – AS REQUIRED BY STATE CONSTRUCTION LIEN LAWS, OWNER IS HEREBY NOTIFIED THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO GILES, ARE THOSE WHO CONTRACT DIRECTLY WITH OWNER OR THOSE WHO GIVE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH PROFESSIONAL SERVICES. OWNER MAY NEED TO NOTIFY ITS MORTGAGE LENDERS OF THESE LIEN RIGHTS.

**SECTION 19:** *TERMINATION* – This Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, Giles shall be paid for all services performed prior to the termination date.

SECTION 20: GOVERNING LAW AND SURVIVAL – The laws of the State of Wisconsin will govern the validity of these terms, their interpretation, and performance. Client consents to venue in the Waukesha County Circuit Court, State of Wisconsin, for all claims and disputes. The terms of this Agreement shall survive the completion of Giles' services.

General Conditions-January 2005/forms

# **Important Information About This**

# Geoenvironmental Services Proposal

This document explains some of the concepts that may be addressed in this geoenvironmental proposal,

and conveys information and suggestions to help you manage your risk.

# Rely on a Qualified Firm, Not a Standard

Even if a standard practice or standard guide applies to a certain geoenvironmental service, the people who perform that service make all the difference. The scopes of service that comprise standard practices and guides developed by the American Society for Testing and Materials (ASTM) and other standards-developing organizations (SDOs) cannot possibly consider the infinite client-, project-, and site-specific variables that always conflict with the theoretical conditions on which SDOs base their standards. For that reason, when something other than a well-established standard test method is involved, knowledgable geoenvironmental professionals seek to achieve "general compliance." In other words, they use their experienced professional judgment to include applicable elements of a standard in a scope of service they design specifically for the client, project, and site involved.

# Meet with Your Consultant To Discuss the Scope

Meet with your consultant to discuss the scope of service best-suited for your project. If you do not, your consultant will be required to base the scope on assumptions about your needs and preferences, among other variables. Assumptions elevate risk. An experienced geoenvironmental professional will ask you questions to gain information that can significantly improve your project's scope of service. During that process, you should ask questions, too, so you can evaluate the people you're dealing with and the cost-effectiveness of their recommendations. If you are reluctant to discuss scope issues because you fear that your consultant's principal concern is increasing the fee, you either are not dealing with the right consultant or you relied on a selection/procurement process that failed to reveal the kind of information needed to create trust.

# **Evaluate Innovation's Risks and Rewards**

Ongoing geoenvironmental research continues to spawn innovation. Do you want to try it? Most innovations are designed to achieve significant

time and/or dollar savings, so the lure can be strong. But understand the risks involved and why "the cutting edge" is sometimes known as "the bleeding edge." Well-qualified geoenvironmental professionals are familiar with "what's new" and can explain its potential benefits and the risks you will have to accept in order to pursue them. Reliance on a well-qualified firm will lower your risk, but it will not eliminate it. Above all, the risks — and the rewards — are yours.

# If Other Parties Will Rely on the Report, Involve Them *Now*

Geoenvironmental studies and reports are designed to meet the specific needs of the clients involved and the statutory, regulatory, or other requirements that apply. Even if the same site were involved, the study designed for a developer might differ substantially from one designed for a lender, insurer, public agency, civil engineer, or even another developer. If you know that others will rely on the report, *involve them now, before you finalize the scope of service*, so your geoenvironmental professional can consider their needs, too. Additional testing, analysis, or study may be required and, in any event, appropriate terms and conditions should be agreed to so both you and your geoenvironmental professional can reduce your risk of third-party claims.

# Take Steps Now To Avoid Misinterpretation of the Geoenvironmental Report Later

Some of the geoenvironmental findings, conclusions, and recommendations developed by your consultant may be incorporated into other professionals' deliverables. Even if your geoenvironmental consultant considers their needs when designing your study, they could still misinterpret what the report has to say. Reduce that risk by including a review service in your study's scope. In that way, your geoenvironmental professional will be able to explain pertinent elements of the report to those who will apply them, and to review the deliverables that incorporate them. Such services should not be assigned to others. Your

geoenvironmental professional has the best understanding of the issues involved, including the fundamental assumptions that underpinned the study's scope.

# Do Not Overrely on a Report's Recommendations

A report's recommendations are preliminary. Geoenvironmental professionals base them on assumptions about subsurface conditions. Geoenvironmental professionals can develop final recommendations only by observing actual conditions as they are exposed in the field. For that reason, the scope of service for this project should require the geoenvironmental professional to observe construction and/or remediation as it occurs, to permit rapid response to unanticipated conditions. The geoenvironmental professional who prepares a report cannot assume responsibility or liability for the adequacy of a report's recommendations if that professional is not retained to observe relevant site conditions and operations.

# Geotechnical Issues Will Not Be Considered

Unless geotechnical engineering services are *specifically included* in the proposed scope of service, the report you receive will not likely relate any findings, conclusions, or recommendations about subsurface materials' suitability for construction purposes. Geotechnical engineering equipment, techniques, and testing differ markedly from their geoenvironmental counterparts; practitioners' education, training, and experience can be significantly different, too. If you plan to build on the subject site, but have not yet had a geotechnical engineering study conducted, your geoenvironmental professional can probably provide guidance about the next steps you should take.

#### **Beware of Change**

The design of a geoenvironmental study considers a variety of factors that are subject to change. Change can undermine the applicability of your consultant's findings, conclusions, and recommendations. Lower such risks by apprising your consultant of impending changes you are aware of, such as:

- modification of the proposed development or ownership group,
- sale or other property transfer,
- replacement of or additions to the financing entity, or
- changes in the use or condition of adjacent property.

Be certain to discuss the property's future, because different uses can have a significant impact on optimal study design and any remediation plan developed. Also discuss the potential for federal, state, or local regulatory changes, some of which could be applied retroactively. While you may be powerless to prevent such changes, your consultant may be aware of what's in development, enabling you to take prudent steps now to address challenges that could emerge later.

# **Expect the Unexpected**

The findings, recommendations, and conclusions of a site assessment or environmental inquiry report typically are based on a review of historical information, interviews, a site "walkover," and other forms of noninvasive research. When site subsurface conditions are not sampled, you're more likely to encounter unanticipated conditions later on.

While borings, installation of monitoring wells, and similar invasive test methods are valuable tools that make unanticipated conditions less likely, do not overvalue them. Testing provides information about actual conditions only where and when samples are taken. Geoenvironmental professionals then apply that information to develop opinions about overall conditions. Actual conditions in areas not sampled may differ (sometimes significantly) from those predicted in a report. For example, a site may contain an unregistered underground storage tank that shows no surface trace of its existence. Even conditions in areas that were tested can change, sometimes suddenly, due to any number of events, such as occurrences at adiacent sites. Recognize, too, that even some conditions in tested areas may go undiscovered, because the tests or analytical methods used were designed to detect only those conditions assumed to exist. Manage your risks by retaining your geoenvironmental professional to work with you as the project proceeds, by staying informed of developments, and by staying involved in the decisionmaking process.

# Tell Your Consultant How You Want To Deal with the Unexpected

While you cannot eliminate the potential for unanticipated conditions, you can lessen their impact by structuring the engagement so that your consultant can respond to them quickly and effectively, by immediately authorizing more or deeper borings, different procedures, or additional tests. Few geoenvironmental consultants will proceed unilaterally, because, regrettably, doing so is not good business: Any number of clients have refused to pay for legitimate extras because a consultant proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. Be sure your contract includes a mechanism that gives your geoenvironmental professional a rapid-response capability. Identify the procedures involved. What types of documentation do you require? To whom should it be sent? When? How? Address the issue now so your geoenvironmental professional has the wherewithal to prevent molehills from growing into mountains.

# Recognize the Risk of Cross-Contamination and Other Unpreventable Problems

Astute environmental consultants apply a contract provision that directly or indirectly addresses the potential for cross-contamination, as when a drill or probe passes through a contaminated layer and into an aquifer. The provision is likely to make the owner responsible for the consequences, because cross-contamination is

an unavoidable risk; no one can see what is hidden by earth, rock, and time. Were consultants required to bear the risk of resolving problems they are powerless to prevent — cross-contamination is but one of several — responsible consultants could not be involved in environmental projects: Their role is to perform a service, not bear the risk of having to pay for remediation. This is not to say that a consultant has a right to proceed with a cavalier attitude. Ask your consultant about the potential for cross-contamination on your project and the services suggested to manage the risk. If the consultant's agreement does not address cross-contamination, why not? While cross-contamination rarely occurs, it is a known risk that should be addressed sooner rather than later. A firm that is unconcemed about its own risks is not likely to be concerned about yours.

# Certain Responses May Be Required as a Consequence of This Study

Depending on the federal, state, local, or tribal rules that apply, you or the project owner (if you are not the owner) may be required to report your consultant's findings to regulators. Likewise, you or the owner may be required to stop any new or continuing releases of hazardous materials should this study reveal evidence of such releases or threatened releases. Also recognize that your geoenvironmental consultant may be affected by the statutes and regulations involved, as well as statutory and professional codes of ethics, and must abide by them. Discuss these issues with your geoenvironmental consultant before you finalize the project's scope and general conditions.

# Your Consultant's Findings May Have To Be Published

Regulators may be required to publish the findings of your study or place them in a public file for inspection by the press or public. Disputes can arise when those findings affect the value of neighboring properties. Your geoenvironmental consultant should not be penalized for performing services professionally and abiding by the law.

# **Read Responsibility Provisions Closely**

Geoenvironmental proposals commonly include explanatory provisions that are sometimes labeled "limitations." These provisions indicate where geoenvironmental professionals' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's explanatory provisions closely.* Ask questions. The geoenvironmental professional who prepared this proposal should respond fully and frankly.

# Rely on Your ASFE Geoenvironmental Professional for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geoenvironmental professionals to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a geoenvironmental project. Confer with your ASFE-member geoenvironmental professional for more information.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910 Telephone: 301/565-2733 Facsimile: 301/589-2017 e-mail: info@asfe.org www.asfe.org

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Only members of ASFE may use this document as a complement to or as an element of a geoenvironmental proposal. Any other firm, individual, or entity that so uses this document without being an ASFE member could be committing negligent or intentional (fraudulent) misrepresentation.

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# **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.