GILES
ENGINEERING ASSOCIATES, INC.
GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

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July 15, 2008

OHM Holdings, LLC
W229 N2494 Highway F
Waukesha, Wisconsin 53186

Attention: Mr. Brian Cass

Subject: Proposal for Site Investigation Services
OHM Holdings, LLC Martinizing – Elm Grove
13405 Watertown Plank Road
Elm Grove, Wisconsin
Giles Proposal No. 1EP-080682

Dear Mr. Cass:

Giles Engineering Associates, Inc. (Giles) is pleased to submit the following proposal and cost estimate to perform site investigation (SI) activities at the OHM Holdings, LLC, Martinizing – Elm Grove dry cleaner facility (Site), located at 13405 Watertown Plank Road, in Elm Grove, Wisconsin. The following SI proposal has been prepared in response to your request for proposal (RFP), dated June 25, 2008, provided through Mr. Donald Gallo Esq. of Reinhart Boerner Van Deuren s.c. This SI proposal has been prepared in general accordance with the requirements of Wisconsin Administrative 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 Dry Cleaner Environmental Response Fund (DERF).

A brief overview of the Site background, history, and existing environmental conditions is included in the following section. Also provided in the subsequent sections are a proposed investigation strategy and scope of services to complete the SI including an optional interim action task for source removal, a detailed cost estimate, and a proposed project schedule.

Site Background

The Site background information summarized from the review of the following sources, including 1) the initial site scoping document titled *Results of Site Investigation Scoping Activities – One-Hour Martinizing Facility, 13405 Watertown Plank Road, Elm Grove, WI*, prepared by Arcadis Infrastructure, Environment, and Buildings (Arcadis); 2) the Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS); 3) the WDNR Web-based Geographic

Information System (GIS) database of closed environmental remediation sites; and, 4) discussions with representatives OHM Holdings, LLC.

Based on the referenced sources, the current and historic property use included operation of the Site as a dry cleaner for over 25 years by OHM Holdings, LLC. OHM Holdings, LLC leased the property and managed the operations for +23 years; OHM Holdings, LLC purchased the Site approximately 2 years ago.

The Site property is occupied by a slab-on-grade, one-story building, and also includes paved parking areas. The building is serviced by public utilities including below-grade municipal sewerage, below-grade natural gas, and above-grade (overhead) electric. Potable water is derived from a single private well located on the northeast side of the building. Trash dumpster and recycling containers are located on the southeast side of the building.

One dry cleaning machine (DCM) currently exists in the north central region of the building structure. Dry cleaning solvent, Tetrachloroethene (a.k.a. Perchloroethene or PCE) is currently used at the Site and stored in the DCM. The solvent is directly off-loaded to the DCM from the third-party suppliers transport via a hose equipped with a quick connect, through the building's north facing side-door. DCM filters were historically collected in the dumpster area in the eastern portion of the Site and disposed of as trash, prior to the inception of regulations associated with the management and disposal of used/spent dry cleaning products and waste.

Based on Arcadis Site Investigation Scoping document dated March 2006, four borings were completed at the property including two interior borings proximate to the existing DCM, and two exterior borings, proximate to and down-gradient from the dumpster area. Observations for soil reviewed from the exterior soil boring locations (GP-1 and GP-2) included two inches of asphalt, underlain by two inches of base course sand and gravel fill. The surface pavement and base course were underlain by fill consisting of dark brown silt to silty clay with little sand and trace gravel to approximately six to eight feet below ground surface (bgs). The fill materials were underlain by yellowish brown silty sand and silt with little gravel to 12 feet bgs, underlain by yellowish brown fine to medium grained, well sorted sand to 20 feet bgs, the common boring termination depth of the exterior soil borings.

Observations for soil reviewed from the interior soil boring locations (GP-3 and GP-4) included three inches of concrete, underlain by nine inches of base course sand and gravel fill. The surface pavement and base course were underlain by fill consisting of brown silty sand with little sand and trace gravel to approximately four feet bgs; underline by fill consisting of dark brown silt and silty clay with little sand and gravel, buried organic silt, and wood to approximately six feet bgs. The fill materials were underlain by yellowish brown silty sand and silt with little gravel to 8 feet bgs, the common boring termination depth of the interior soil borings.

The results of the field screening with a photoionization detector (PID) indicated the presence of volatile vapors ranging from 1.2 to 22.6 instrument units (iu) in the soil samples collected; the highest PID readings were observed in soil samples collected from GP-3 from the interval two to four feet bgs.

PCE was detected in the soil sample collected from GP-4, adjacent to the DCM; PCE; intermediate chlorinated volatile organic compounds (VOCs) and petroleum VOCs were detected in the soil samples collected from soil borings GP-1 through GP-3. The PCE concentrations detected in the soil samples collected from borings GP-1 and GP-3 exceed the WDNR Landfill Disposal Limit for Contained-Out, non-hazardous waste. No generic WAC, Chapter (Ch.) NR 720.09 soil residual contaminant level (RCL) or direct contact standard have been established for PCE.

Groundwater samples were also collected from temporary well screens placed in soil borings GP-1 and GP-2. Trichloroethene (TCE) was detected in the groundwater sample collected from GP-1, at a concentration above the Chapter NR 140 Preventative Action Limit but (PAL) below the Enforcement Standard (ES); PCE, intermediate chlorinated VOCs and petroleum VOCs were detected below applicable regulatory standards in groundwater samples collected from soil borings GP-1 and/orGP-2.

In preparation of this proposal, Giles also reviewed information on the WDNR's BRRTS GIS registry of remediation sites to evaluate if other sites exist in the immediate vicinity of the OHM Holdings, LLC Martinizing – Elm Grove Dry Cleaners Site. The purpose of this review was to better understand the hydrogeologic setting in the vicinity of the Site and to evaluate the potential for off-Site chlorinated VOC contaminant contribution at the Site.

The following sites were identified within a ¼ mile radius of the Site including:

- Clark Station #1809, 13395 Watertown Plank Road; BRRTS No. 03-68-000525; petroleum impact; opened 1995; active Site.
- Reinders Brothers Inc, 13400 Watertown Plank Road; BRRTS No. 02-68-237097; Chlorinated VOCs impact; opened 1997; active Site.
- Reinders Brothers Inc, 13400 Watertown Plank Road; BRRTS No. 03-68-190313; petroleum impact; opened 1992; closed 1999.
- Reinders Brothers Inc, 13400 Watertown Plank Road; BRRTS No. 03-68-002901; petroleum impact; opened 1992; closed 2007.
- Rays Auto Service, 13230 Watertown Plank Road; BRRTS No. 03-68-202242; petroleum impact; opened 1998, closed 2004.
- Slatterys Amoco Service, 13150 Watertown Plank Road; BRRTS No. 03-68-548267; petroleum impact; opened 2006, closed 2007.

- Amoco Station #8874, 13150 Watertown Plank Road; BRRTS No. 03-68-004102; petroleum impact; opened 1994, closed 2002.
- The Watermark, 13100 Watertown Plank Road; BRRTS No. 03-68-550973; petroleum impact; opened 2008, closed 2008.
- Professional Center, 910 Elm Grove Road; BRRTS No. 02-68-097365; chlorinated VOCs impact; opened 1996.
- Sycamore Press, 780 Elm Grove Road; BRRTS No. 03-68-280830; petroleum impact; opened 2001, closed 2002
- Reindl Bindery, 800 Wall Street; BRRTS No. 03-68-000326; petroleum impact; opened 1989, closed 1997.
- Joe Nevels Landscape, W137 N9370 HWY 145; BRRTS No. 03-68-000494; petroleum impact; opened 1989, closed 1995.
- John Verdayne Property, 13555 Juneau Boulevard; BRRTS No. 03-68-003534; petroleum impact; opened 1993, closed 1998.

Based on our review of the aforementioned GIS registry information, the direction of groundwater flow in the vicinity of the Site is inferred to be generally to the south toward the Underwood Creek; depth to groundwater is inferred to be 17 feet bgs. Of the Sites reviewed on BRRTS, the Reinders Brothers Inc. and Professional Center show to have a history of chlorinated VOCs contamination; the Reinders Brothers Inc. Site is immediately up-gradient and the Professional Center is down-gradient of the Site. Giles suggests that shallow groundwater from the up-gradient Reinders Brothers Inc Site can potentially contribute to the groundwater condition of the OHM Holdings LLC Site. Groundwater from the Site is inferred to be discharged to the Underwood Creek and the Underwood Creek hydraulically cuts off Site groundwater migration to the Professional Center.

It is Giles' understanding that WDNR notification is "in process" for the OHM Holdings, LLC Martinizing - Elm Grove Site at the time this proposal was prepared. Upon notification, the WDNR will request that a SI be performed at the Site in an effort to evaluate the extent of the PCE impacted soil and potential PCE-impacted groundwater, resulting from the current and historic use of the Site as 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.

Proposed Investigation Strategy

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. Based on the Acradis Site Investigation Scoping document (2006) the DCM soil source area and area outside the building require additional investigation. With this understanding, Giles proposes the following sequence of tasks to accomplish the SI in an effort to control and potentially minimize costs including:

1-2. Prepare a SI Work Plan (SIWP) and a Site Health and Safety Plan (SHSP).
3. Complete two interior soil borings and five exterior soil borings to assess the extent of chlorinated VOC soil impact.
4. Complete the installation and development of two on-Site, Chapter NR 141-compliant water table monitoring wells (monitoring wells) and one pre-pack (WDNR-variance) monitoring well.
5. Complete an initial groundwater sampling event and assess if the extent of groundwater impact is sufficiently defined.
6. Perform three quarterly groundwater sampling events subsequent to the baseline groundwater sampling event, if conditions warrant.
7. Complete Hydraulic conductivity testing in conjunction with the first quarterly groundwater sampling event, subsequent to the baseline sampling event.
8. Evaluate potential receptors.
9. Coordinate Waste Disposal.
10. Prepare a SI Report.

Each of the aforementioned tasks is discussed in detail in the following Scope of Services section. Giles will communicate with the responsible party (RP) and the WDNR at the completion of each field work task to discuss potential modifications to subsequent tasks to insure that the project progresses in the most cost and time efficient manner.

Scope of Services

Phase I Tasks

- **Prepare a SIWP in general accordance with NR 716.** Giles will prepare a SIWP to 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 RP for review, comment, and approval. Upon receipt of authorization from the RP, a copy will be submitted to the WDNR for concurrence.
- **Prepare a SHSP.** A 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/establish utility locations.** 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 soil boring locations are appropriately placed, and to establish baseline information for the receptor survey.
- **Observe and document the completion of soil borings to assess extent of chlorinated VOC impacted soil.** Giles personnel will observe and document the advancement of each soil boring at the Site. Seven soil borings will be completed to 18 feet bgs (or to the depth of first water which ever occurs first). The soil borings associated with Task 3 of SI will be located in a manner to evaluate the extent of soil impact associated with the DCM and the trash dumpster source area exterior to the building. The two interior soil borings will be completed within the building on the northeast and northwest end of the DCM using direct-push soil sampling techniques to evaluate the presence and extent of soil impact beneath the building floor slab; one soil boring will be located approximately 10 to 15 feet north-northwest of the Arcadis soil boring GP-4 and the second boring will be located approximately 5 to 10 feet north-northeast of the Arcadis soil boring GP-3.

  Three exterior borings will be completed on the east, northwest and southwest region of the dumpster area to evaluate the presence and extent of soil impact. In addition, one boring will be located along the southern exterior wall of the building, approximately 15 to 20 feet southwest of the Arcadis soil boring GP-4. One boring will be completed approximately 25 feet south of Acradis GP-1.

  Soil samples will be collected continuously for visual evaluation, and field screening for the presence of volatile organic vapors utilizing a 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 (12 samples total) and submitted to TestAmerica Laboratories, Inc. (TestAmerica), a Wisconsin-licensed analytical laboratory located in Watertown, WI, 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 water table and a second sample will be obtained from an interval exhibiting the highest field instrument detection for laboratory analysis.

- **Complete the installation, development, of one pre-pack screen and two water table wells to assess extent of chlorinated VOCs impacted groundwater.** In accordance with Task 4, one interioir boring will be completed to 20 feet bgs using direct-push and exterior two borings will be completed to 24 feet bgs using conventional hollow stem auger (HSA) drilling methods. The two exterior borings will be completed as NR 141-compliant monitoring wells; one interior boring (from Task 3), will be completed in the building as a pre-pack screen monitoring well. The monitoring well locations will be established to assess the presence and horizontal extent of groundwater impact, to evaluate groundwater quality trends, and to establish the direction of groundwater flow for the Site. Monitoring well locations will be dependant on the findings of Task 3 but in general, the pre-pack well will be completed in the direct push boring on the east side of the DCM, one well will be completed in the southeast corner of the property, and one well will be completed near the southeast corner of the dumpster area. The pre-pack screen well will be completed to 20 feet with a 3-foot screen. The remaining two WDNR-compliant wells will be completed with 10-foot screens established from 14 to 24 feet bgs.

  Soil samples will be collected continuously during the HSA well installation for visual evaluation, and field screening for the presence of volatile organic vapors utilizing a PID. Giles anticipates four soil samples (two per boring, less the pre-pack boring/well) will be collected from each HSA soil borings completed as monitoring wells at the interval immediately above the water table and submitted to TestAmerica for analysis of VOCs (8260B).

  The water table monitoring wells and pre-pack screen 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 baseline groundwater sampling event.** An initial groundwater sampling event will be performed to evaluate the extent of groundwater impact; the on-Site potable well will also be sampled in conjunction with the baseline groundwater event to assess groundwater quality. If required, up to three additional quarterly groundwater sampling events are anticipated in the subsequent quarterly groundwater sampling task.

  Each monitoring well will be accessed to gauge the static groundwater level associated with each monitoring location. In addition, in-field groundwater quality parameters including dissolved oxygen, oxidation reduction potential, temperature,

pH, and specific conductance will be collected and recorded from each monitoring well location. Groundwater samples will be collected from the monitoring wells using disposable teflon bailers. The groundwater samples will be submitted to a TestAmerica Laboratory Corporation, a Wisconsin-licensed analytical laboratory for analysis of VOCs (8260B).

- **Perform quarterly groundwater sampling.** If required, Giles will to complete three additional quarterly groundwater sampling events in general accordance with Ch. NR 716. For each event, seven groundwater samples (includes one duplicate sample) will be collected. The results of the baseline sampling event and three additional quarterly events will establish data sufficient to assess seasonal contaminant trends.
- **Perform hydraulic conductivity testing.** Giles proposes to perform hydraulic conductivity (slug) testing in conjunction with the first quarterly groundwater sampling event subsequent to the baseline groundwater sampling event. In-field slug testing 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.
- **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 (WGNHS), ecological receptor data (if available), and utility locations and depths.
- **Coordinate investigative waste disposal.** Giles will coordinate with a licensed waste disposal service provider for the transport and disposal of soil cuttings and development/purge water investigative waste. Investigative waste will be contained in 55-gallon, DOT-approved drums, labeled, and staged on the Site and labeled "environmental investigation waste pending analysis."
- **Prepare a Site Investigation Report (SIR).** Giles will prepare a WAC, NR 716-compliant SIR, upon receipt of the results from the final groundwater-sampling event. The SIR will summarize the tasks performed, soil and groundwater chemical analyses, results of the potential receptor survey information, and recommendations for additional delineation, characterization, monitoring, or remediation.

Site Investigation Cost

The estimated cost to complete the referenced abbreviated SI scope of services is $22,955, assuming that no additional groundwater delineation is required beyond Task

4. A detailed cost estimate summary SI scope of services is included as Table 1; a cost estimate is also presented in the attached DERF Investigation Bid Sheet (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 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 incurred, number and 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.

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 SI report. We anticipate that the overall project duration for the SI activities will be 9 to 12 months.

Project Team and Qualifications

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:

- 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.

Closure

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 submitted,

GILES ENGINEERING ASSOCIATES, INC.

Kevin T. Bugel, P.G., C.P.G.
Environmental Division Manager

Steven C. Thuemling
Assistant Environmental Division Manager

ACCEPTED: Mr. Brian Cass

BY: _____

(signature) (printed name)

TITLE: _____ DATE: _____

Attachments: TABLE 1; Site Investigation Budget Summary
Site Investigation - DERF Form 4400-233 (R4/04)
Site Investigation - Proposed Project Schedule
Professional Qualifications (Project Team Resumes)
General Conditions; Amended
Important Information About Your Geoenvironmental Services Proposal
Giles Certificate of Insurance

Distribution: Wisconsin Department of Natural Resources
Attn: Ms. Victoria Stovall (1 copy)
OHM Holdings, LLC c/o Reinhart Boerner Van Deuren s.c.
Attn: Mr. Donald Gallo Esq. (2 copies)

TABLE 1
BUDGET SUMMARY

SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
ELM GROVE, WI

Phase No.	Description	CONSULTANT FEES			SUBCONTRACTOR FEES	Budget
		Labor	Expenses	Equipment		
TASK 01:	SIWP PREPARATION	$1,270	$0	$0	$0	$1,270
TASK 02:	SHSP PREPARATION & UTILITY LOCATE	$250	$0	$0	$0	$250
TASK 03:	DIRECT-PUSH SOIL SAMPLING	$875	$15	$340	$2,643	$3,873
TASK 04:	HSA SOIL BORING/MW INSTALLATION	$1,230	$15	$570	$2,927	$4,742
TASK 05:	MW DEVELOPMENT	$680	$15	$200	$0	$895
TASK 06:	GW SAMPLING (1 QTRLY EVENT)	$680	$15	$215	$325	$1,235
TASK 07:	GW SAMPLING (3 QTRLY EVENTS)	$2,040	$45	$595	$975	$3,655
TASK 08:	GW CONDUCTIVITY & RECEPTOR EVALUATION	$720	$0	$125	$0	$845
TASK 09:	INVESTIGATIVE WASTE DISPOSAL	$460	$0	$0	$1,700	$2,160
TASK 10:	DATA REDUCTION & SI REPORT PREPARATION	$4,030	$0	$0	$0	$4,030
Budget Estimate		$12,235	$105	$2,045	$8,570	**$22,955**

TABLE 1
BUDGET SUMMARY

SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
ELM GROVE, WI

SUBCONTRACTOR FEES DETAIL			SUBCONTRACTOR FEES	Budget
TASK 01:	**SIWP PREPARATION**		**$0**	**$0**
TASK 02:	**SHSP PREPARATION & UTILITY LOCATE**		**$0**	**$0**
TASK 03:	**DIRECT-PUSH SOIL SAMPLING**		**$2,643**	**$2,643**
	Laboratory Subcontractor Costs		$910	
	Direct-push Subcontractor Costs		$1,733	
TASK 04:	**HSA SOIL BORING/MW INSTALLATION**		**$2,927**	**$2,927**
	Laboratory Subcontractor Costs		$260	
	Drilling Subcontractor Costs		$2,667	
TASK 05:	**MW DEVELOPMENT**		**$0**	**$0**
TASK 06:	**GW SAMPLING (1 QTRLY EVENT)**		**$325**	**$325**
	Laboratory Subcontractor Costs		$325	
TASK 07:	**GW SAMPLING (3 QTRLY EVENTS)**		**$975**	**$975**
	Laboratory Subcontractor Costs		$975	
TASK 08:	**GW CONDUCTIVITY & RECEPTOR EVALUATION**		**$0**	**$0**
TASK 09:	**INVESTIGATIVE WASTE DISPOSAL**		**$1,700**	**$1,700**
	Drummed Soil Transport and Disposal		$1,200	
	Driummed Purge water Disposal		$500	
TASK 10:	**DATA REDUCTION & SI REPORT PREPARATION**		**$0**	**$0**
		TOTALS:		**$8,570**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 01:	***SIWP PREPARATION***			**$1,270.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	4	$480.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	8	$680.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00		$0.00
CAD OPERATOR	hr.	$55.00	2	$110.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$1,270.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 02:	***SHSP PREPARATION & UTILITY LOCATE***			**$250.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	1	$120.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00		$0.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	2	$130.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$250.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 03:	***DIRECT-PUSH SOIL SAMPLING***			**$3,873.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	1	$120.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	2	$170.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	9	$585.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$875.00**

GILES EMPLOYEE EXPENSES	**Units**	**Unit Rate**	**Quantity**	**Price**
Mileage-Giles Vehicle	mi.	$0.60	25	$15.00
GILES EMPLOYEE EXPENSES COST TOTAL				**$15.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
Survey Equipment	day	$40	1	$40.00
PID	day	$75	1	$75.00
Electronic Scale	day	$25	1	$25.00
Core Saw	day	$200	1	$200.00
GILES EQUIPMENT COST TOTAL				**$340.00**

LABORATORY SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
TestAmerical Laboratories, Inc.				
Soil Laboratory Analytical Methods				
VOCs 8260		$65.00	14	$910.00
LABORATORY SUBCONTRACTOR COST TOTAL				**$910.00**

GEOPROBE SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
George's Geoprobe Service				
Mobilization/Demobilization	LS	$200.00	1	$200.00
0 to 20 feet	ft	$8.50	126	$1,071.00
20 to 40 feet	ft	$9.00		$0.00
Decon	ea	$150.00	1	$150.00
Temp Wells	ft	$5.50		$0.00
Expendables	LS	$150.00	1	$150.00
Borehole Abandonment	ft	$1.50	108	$162.00
Per diem	LS	$150.00		$0.00
OPTIONAL LUMP SUM DAILY Geoprobe Services	LS	$1,500.00		$0.00
GEOPROBE SUBCONTRACTOR COST TOTAL				**$1,733.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 04:	***HSA SOIL BORING/MW INSTALLATION***			**$4,742.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	2	$240.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	4	$340.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	10	$650.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$1,230.00**

GILES EMPLOYEE EXPENSES	**Units**	**Unit Rate**	**Quantity**	**Price**
Mileage-Giles Vehicle	mi.	$0.60	25	$15.00
GILES EMPLOYEE EXPENSES COST TOTAL				**$15.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
PID	day	$75	1	$75.00
Electronic Scale	day	$25	1	$25.00
Water Level Indicator	day	$20	1	$20.00
Drums	ea	$50	9	$450.00
GILES EQUIPMENT COST TOTAL				**$570.00**

LABORATORY SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
TestAmerical Laboratories, Inc.				
Soil Laboratory Analytical Methods				
VOCs 8260 (Prepack accounted for is Task 3)		$65.00	4	$260.00
LABORATORY SUBCONTRACTOR COST TOTAL				**$260.00**

DRILLING SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
Dave's Drilling Service				
Mobilization/Demobilization	LS	$300.00	1	$300.00
HSA Drilling	ft	$11.50	48	$552.00
Monitoring Well Construction	ft	$12.50	68	$850.00
Protector Tops, Plug and Lock	ea	$180.00	3	$540.00
Drums	ea	$50.00		$0.00
Decontamination	day	$175.00	1	$175.00
Expendables (Prepack Screen)	LS	$250.00	1	$250.00
Borehole Abandonment	ft	$3.00		$0.00
Per diem	day	$200.00		$0.00
DRILLING SUBCONTRACTOR COST TOTAL				**$2,667.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 05:	***MW DEVELOPMENT***			**$895.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	1	$120.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	2	$170.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	6	$390.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$680.00**

GILES EMPLOYEE EXPENSES	**Units**	**Unit Rate**	**Quantity**	**Price**
Mileage-Giles Vehicle	mi.	$0.60	25	$15.00
GILES EMPLOYEE EXPENSES COST TOTAL				**$15.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
Water Level Indicator	day	$20	1	$20.00
Whale Pump & Tubing	day	$35	1	$35.00
Disposable Bailers	ea	$15	3	$45.00
Drums	ea	$50	2	$100.00
GILES EQUIPMENT COST TOTAL				**$200.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 06:	***GW SAMPLING (1 QTRLY EVENT)***				**$1,235.00**
GILES LABOR		**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER		hr.	$120.00		$0.00
DIVISION MANAGER		hr.	$120.00	1	$120.00
SENIOR PM		hr.	$110.00		$0.00
PROJECT PM II		hr.	$100.00		$0.00
PROJECT PM I		hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II		hr.	$85.00	2	$170.00
STAFF GEOLOGIST II /I		hr.	$75.00		$0.00
ENV SPECIALIST I / II		hr.	$65.00	6	$390.00
CAD OPERATOR		hr.	$55.00		$0.00
WORD-PROCESSING		hr.	$45.00		$0.00
GILES LABOR COST TOTAL					**$680.00**

GILES EMPLOYEE EXPENSES	**Units**	**Unit Rate**	**Quantity**	**Price**
Mileage-Giles Vehicle	mi.	$0.60	25	$15.00
GILES EMPLOYEE EXPENSES COST TOTAL				**$15.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
Water Level Indicator	day	$20	1	$20.00
Water Quality Meter	day	$100	1	$100.00
Disposable Bailers	ea	$15	3	$45.00
Drums	ea	$50	1	$50.00
GILES EQUIPMENT COST TOTAL				**$215.00**

LABORATORY SUBCONTRACTOR COSTS		**Units**	**Unit Rate**	**Quantity**	**Price**
TestAmerical Laboratories, Inc.					
GW Lab Analysis					
VOCs	8260		$65.00	5	$325.00
Subtotal GW Analytical Cost					**$325.00**
LABORATORY SUBCONTRACTOR COST TOTAL					**$325.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 07:	***GW SAMPLING (3 QTRLY EVENTS)***			**$3,655.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	3	$360.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	6	$510.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	18	$1,170.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$2,040.00**

GILES EMPLOYEE EXPENSES	**Units**	**Unit Rate**	**Quantity**	**Price**
Mileage-Giles Vehicle	mi.	$0.60	75	$45.00
GILES EMPLOYEE EXPENSES COST TOTAL				**$45.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
Water Level Indicator	day	$20	3	$60.00
Water Quality Meter	day	$100	3	$300.00
Disposable Bailers	ea	$15	9	$135.00
Drums	ea	$50	2	$100.00
GILES EQUIPMENT COST TOTAL				**$595.00**

LABORATORY SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
GW Lab Analysis				
VOCs 8260		$65.00	15	$975.00
Subtotal GW Analytical Cost				**$975.00**
LABORATORY SUBCONTRACTOR COST TOTAL				**$975.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 08:	***GW CONDUCTIVITY & RECEPTOR EVALUATION***			**$845.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	1	$120.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	4	$340.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00	4	$260.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$720.00**

GILES EQUIPMENT	**Units**	**Unit Rate**	**Quantity**	**Price**
Hermit Data Logger	day	$125	1	$125.00
GILES EQUIPMENT COST TOTAL				**$125.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 09:	***INVESTIGATIVE WASTE DISPOSAL***			**$2,160.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	1	$120.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	4	$340.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00		$0.00
CAD OPERATOR	hr.	$55.00		$0.00
WORD-PROCESSING	hr.	$45.00		$0.00
GILES LABOR COST TOTAL				**$460.00**

WASTE DISPOSAL SUBCONTRACTOR COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
Drummed Soil Transport and Disposal				
Transportation	LS	$300.00	1	$300.00
Disposal	drum	$100.00	9	$900.00
WASTE DISPOSAL SUBCONTRACTOR COST TOTAL				**$1,200.00**

MISCELLANEOUS SUBCONTRACTOR 01 COSTS	**Units**	**Unit Rate**	**Quantity**	**Price**
Drummed Purge Water Transport and Disposal				
Transportation	LS	$300.00		$0.00
Disposal	drum	$100.00	5	$500.00
MISCELLANEOUS SUBCONTRACTOR 01 COST TOTAL				**$500.00**

BUDGET WORKSHEET

PROJECT NAME: SITE INVESTIGATION BUDGET SUMMARY-OHM HOLDINGS, LLC, MARTINIZING ELM GROVE
CITY, STATE: ELM GROVE, WI
PROJECT NO: 1EP-080682

TASK 10:	***DATA REDUCTION & SI REPORT PREPARATION***			**$4,030.00**
GILES LABOR	**Units**	**Unit Rate**	**Quantity**	**Price**
REGIONAL MANAGER	hr.	$120.00		$0.00
DIVISION MANAGER	hr.	$120.00	6	$720.00
SENIOR PM	hr.	$110.00		$0.00
PROJECT PM II	hr.	$100.00		$0.00
PROJECT PM I	hr.	$95.00		$0.00
STAFF ENV SCIENTIST I / II	hr.	$85.00	34	$2,890.00
STAFF GEOLOGIST II /I	hr.	$75.00		$0.00
ENV SPECIALIST I / II	hr.	$65.00		$0.00
CAD OPERATOR	hr.	$55.00	6	$330.00
WORD-PROCESSING	hr.	$45.00	2	$90.00
GILES LABOR COST TOTAL				**$4,030.00**

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

DERF Site Investigation Bid Summary
Consultant Selection Cover Sheet

Notice: Use this form to notify the Department of Natural Resources of the consultant you are selecting to conduct a site investigation and to submit and summarize the bids required in the Dry Cleaner Environmental Response Fund (DERF) Program. This form is authorized under s. 292.65, Wis. Stats. and s. NR 169.23, Wis. Adm. Code. Completion of this form is mandatory for any person applying for DERF reimbursement. Persons who do not submit a completed form will not be eligible for reimbursement under DERF. Personal information will be used to manage the DERF program, and be made available to requesters under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Complete the following information and submit it to your DNR regional project manager. Copy this form as necessary.

Site Information

Site name: OHM Holdings Martinizing Elm Grove, WI Site Investigation	Facility Name: OHM Holdings LLC Martinizing 13405 Watertown Plank Road,Elm Grove, WI	BRRTS # Pending

Consultant Name:	Consultant Address:

Summary of Costs:

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

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

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

Justification for Selection:

Optional 4th bid information:

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

Applicant Information and Certification

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

Applicant Name		Date	
Street Address	City	State	Zip Code
Signature			

Department Use Only

Project Manager Approval Signature	Phone Number	Date
If not approved, reason for non-approval:		

Consultant Name: Giles Eng
Site Name: Former Camelot Cleaners - Wausau, WI
BRRTS #:02-37-551039
Date:5/29/08

DERF Site Investigation Bid Sheet
Analytical Costs

Site Information

Site Name OHM Holdings Martinizing Elm Grove, WI Site Investigation

Consultant Name Giles Engineering Associates, Inc.	Applicant Name

Bid Summary

Drilling Costs Total =	**4,400**
Analytical Costs Total =	**2,470**
Consulting Costs Total =	**12,235**
Misc Costs Total =	**3,850**
Grand Total =	**22,955**

I certify that the costs are an accurate estimate of my total projected costs for the site investigation and I understand and will adhere to s.292.65 Stats. and ch NR 169, Wis. Adm. Code.

Consultant Signature	Date
	07/15/2008

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

Consultant Name: Giles Eng
Site Name: Former Camelot Cleaners - Wausau, WI
BRRTS #:02-37-551039
Date:5/29/08

DERF Site Investigation Bid Sheet
Analytical Costs

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 Completion						
Monitoring Wells	_0_ ft to _20_ft	3	1	68	$12.50	$850
	___ ft to ___ ft					$0
	___ ft to ___ ft					$0
	> ___ ft					$0
Decontamination Costs						$0
Mobilization Costs						$0
Auger Borings (continuous sampling)						
5 to 15 ft; 2 to 25 ft	_0_ ft to _25_ft		1	48	$11.50	$552
	___ ft to ___ ft					$0
	___ ft to ___ ft					$0
	> ___ ft					$0
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify split spoon sampling interval)						
	___ ft to ___ ft					0
	___ ft to ___ ft					0
	___ ft to ___ ft					0
	> ___ ft					0
Decontamination Costs						175
Mobilization Costs						300
Direct Push/Hand Auger Borings (per point)						
Hand Probe/Auger	< 16 ft depth	7	1	126	$8.50	$1,071
NR 141 Variance Well Piezometer	<16 ft depth					$0
	> ____ ft depth					$0
Decontamination Costs						$150
Mobilization Costs						$200
Well Development (if done by subcontractor)						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums		0			$50	$0
Flush Mount Covers (basement/exterior)				3	$180	$540
Expendables (PrePack Screen)				1	$250	$250
Expendables (Geoprobe)				1	$150	$150
Borehole Abandonment (hand augers)				108	$1.5	$162
Total Drilling Costs						$4,400

Consultant Name: Giles Eng
Site Name: Former Camelot Cleaners - Wausau, WI
BRRTS #:02-37-551039
Date:5/29/08

DERF Site Investigation Bid Sheet
Analytical Costs

Parameter	WI Certified Lab			Field Test/Field Kit			Mobile Lab			
	$/ sample	# samples	Method Used	$/ sample	# samples	Method Used	$/Sample $/Day	# Samples # Days	Method Used	Total Costs
Solids Analysis										
VOCs	$65	18	8260							$1,170.00
TCLP										$0.00
RCRA Metals										$0.00
Duplicate Analyses										$0.00
Blank Analyses	$0									$0.00
Other: (Specify)										$0.00
TOC*										$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	$65	20	8260							$1,300.00
Nitrate*	$15									$0.00
Dissolved Oxygen*										$0.00
Temperature*										$0.00
Ferrous Iron*	$8									$0.00
Sulfate*	$8									$0.00
Sulfide*	$15									$0.00
ORP*										$0.00
pH*										$0.00
TOC*	$15									$0.00
Alkalinity*	$8									$0.00
Chloride*	$8									$0.00
Spec. Conductance*										$0.00
Ethene/Ethane/Methane*	$125									$0.00
Hydrogen*	$125									$0.00
Carbon Dioxide*	$125									$0.00
RCRA Metals										$0.00
Duplicate Analyses	$65	0	8260							$0.00
Blank Analyses	$0	1								$0.00
Other: (Specify)										$0.00
Nitrogen (total kjeldahl)	$15	0								$0.00
Phosphorous (total)	$15	0								$0.00
Manganese	$8	0								$0.00
Air Analysis										
VOCs										$0.00
TCE										$0.00
PCE (minimum detection limit is <10 ppbv)										$0.00
Other: (Specify)										$0.00
										$0.00
Waste Analyses (soil/water)										
Protocol B	$500	0								$0.00
										$0.00
Miscellaneous (specify)										
										$0.00
										$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										$2,470.00

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

Consultant Name: Giles Eng
Site Name: Former Camelot Cleaners - Wausau, WI
BRRTS #:02-37-551039
Date:5/29/08

DERF Site Investigation Bid Sheet
Analytical Costs

		Hours/Task																		
Position (specify)	Hourly Rate	Workplan Development	Access (Off-site)	Receptor Survey	Waste Determination	Drilling Oversight	Soil Sampling	Drilling sampling	Well Development	Hydraulic Conductivity Test	Groundwater sampling	Soil gas/vapor intrusion survey	SSRCL calculations (contained out or remedial actions)	SI Report preparation	RAOR Report preparation	Project Management	Other (specify) Data Reduction			Total Costs
Professional Staff																				
																				$0.00
Sr. Project Manager	120	4		1	1		1	1	1		6			4			2			$2,520.00
Project Manager	85	8		2	4		2	4	2	2	8			30			4			$5,610.00
Staff Hydrogeologist	75																			$0.00
																				$0.00
Field Staff																				
Field Technician	65			2			11	10	6	2	24									$3,575.00
																				$0.00
																				$0.00
																				$0.00
																				$0.00
																				$0.00
Office Support Staff																				
CAD Operator	55	2												6						$440.00
Clerical	45													2						$90.00
																				$0.00
																				$0.00
																				$0.00
Total Consulting Costs																				$12,235.00

Consultant Name: Giles Eng
Site Name: Former Camelot Cleaners - Wausau, WI
BRRTS #:02-37-551039
Date:5/29/08

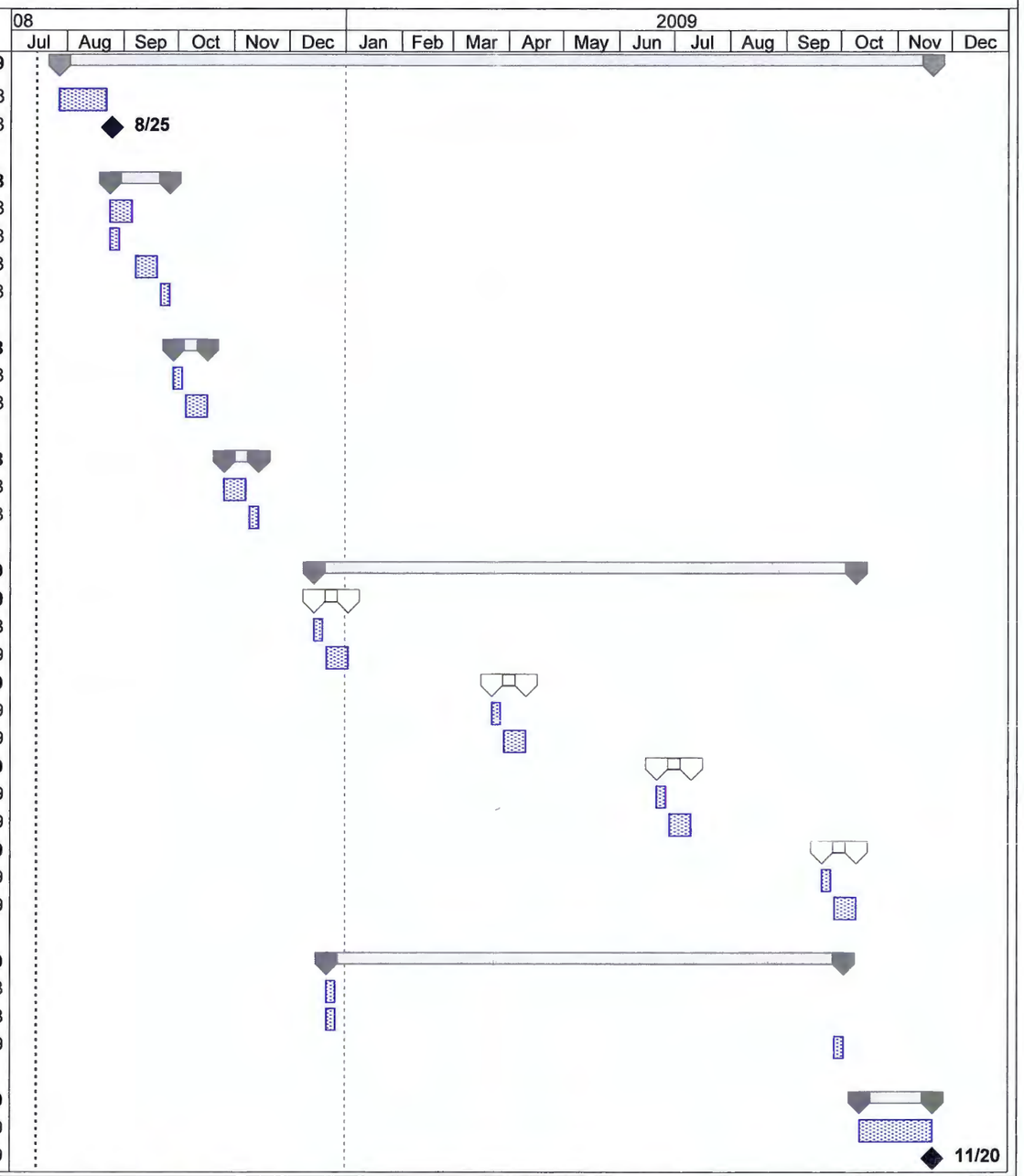
DERF Site Investigation Bid Sheet
Analytical Costs

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal					
Soil Disposal - Special Waste	Non-Hazardous	per drum	$100	9	$900
Soil Disposal - Assume Direct Subtile C	Hazardous	per drum			
Soil Drum Transportation		trip	$300	1	$300
Groundwater Disposal	Non-Hazardous	per drum	$100	5	$500
Groundwater Disposal	Hazardous	per drum			
Groundwater Transportation		trip	$150		$0
Equipment Rental (list and include shipping costs if applicable)					
					0
					0
Field Supplies (list)					
Purge Water Drums			$50	14	$700
Whale Pump			$35	1	$35
Water Level Indicator			$20	6	$120
Water Quality Meter			$100	4	$400
Hermit Data Logger			$125	1	$125
Photoionization detector			$75	2	$150
electronic scale			$25	2	$50
disposable bailer			$15	15	$225
Coring Machine			$200	1	$200
Surveying					
Survey Equipment			$40	1	$40
					0
Personal Protection Equipment (list)					
					0
					0
Sample Shipping Costs					
					0
					0
					0
Other (specify)					
Mileage		100 Miles\rndtrip	$0.60	175	$105
					$0
					$0
Total Miscellaneous Costs					$3,850

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.

SITE INVESTIGATION - PROPOSED PROJECT SCHEDULE
OHM HOLDINGS, LLC MARTINIZING ELM GROVE
13405 WATERTOWN PLANK ROAD
ELM GROVE, WI

ID	Task Name	Duration	Start	Finish
1	**OHM HOLDINGS LLC MARTINIZING - ELM GROVE, WI**	**345 days**	**Mon 7/28/08**	**Fri 11/20/09**
2	**PROPOSAL SUBMITTAL & REVIEW**	4 wks	Mon 7/28/08	Fri 8/22/08
3	**AUTHORIZATION TO PROCEED**	0 days	Mon 8/25/08	Mon 8/25/08
4				
5	**PRE-FIELD ACTIVITIES**	**25 days**	**Mon 8/25/08**	**Fri 9/26/08**
6	SIWP Preparation	2 wks	Mon 8/25/08	Fri 9/5/08
7	Site Health & Safety Plan Preparation	1 wk	Mon 8/25/08	Fri 8/29/08
8	WDNR SIWP Review & Approval	2 wks	Mon 9/8/08	Fri 9/19/08
9	Coordinate Utility Locations	1 wk	Mon 9/22/08	Fri 9/26/08
10				
11	**DIRECT-PUSH SOIL SAMPLING**	**15 days**	**Mon 9/29/08**	**Fri 10/17/08**
12	Fieldwork (Boring Completion)	1 wk	Mon 9/29/08	Fri 10/3/08
13	Soil Laboratory Analysis	2 wks	Mon 10/6/08	Fri 10/17/08
14				
15	**MONITORING WELL INSTALLATION**	**15 days**	**Mon 10/27/08**	**Fri 11/14/08**
16	Fieldwork (MW Installation)	2 wks	Mon 10/27/08	Fri 11/7/08
17	Well Development	1 wk	Mon 11/10/08	Fri 11/14/08
18				
19	**QUARTERLY GROUNDWATER (GW) SAMPLING EVENTS (4X)**	**215 days**	**Mon 12/15/08**	**Fri 10/9/09**
20	**GW Monitoring Event No. 1**	**15 days**	**Mon 12/15/08**	**Fri 1/2/09**
21	Fieldwork	1 wk	Mon 12/15/08	Fri 12/19/08
22	Groundwater Laboratory Analysis	2 wks	Mon 12/22/08	Fri 1/2/09
23	**GW Monitoring Event No. 2**	**15 days**	**Mon 3/23/09**	**Fri 4/10/09**
24	Fieldwork	1 wk	Mon 3/23/09	Fri 3/27/09
25	Groundwater Laboratory Analysis	2 wks	Mon 3/30/09	Fri 4/10/09
26	**GW Monitoring Event No. 3**	**15 days**	**Mon 6/22/09**	**Fri 7/10/09**
27	Fieldwork	1 wk	Mon 6/22/09	Fri 6/26/09
28	Groundwater Laboratory Analysis	2 wks	Mon 6/29/09	Fri 7/10/09
29	**GW Monitoring Event No. 4**	**15 days**	**Mon 9/21/09**	**Fri 10/9/09**
30	Fieldwork (with "K" Testing)	1 wk	Mon 9/21/09	Fri 9/25/09
31	Groundwater Laboratory Analysis	2 wks	Mon 9/28/09	Fri 10/9/09
32				
33	**INVESTIGATION DERIVED WASTE DISPOSAL**	**205 days**	**Mon 12/22/08**	**Fri 10/2/09**
34	Drummed Soil Cuttings Disposal	1 wk	Mon 12/22/08	Fri 12/26/08
35	Development/Purge Water Disposal	1 wk	Mon 12/22/08	Fri 12/26/08
36	Development/Purge Water Disposal	1 wk	Mon 9/28/09	Fri 10/2/09
37				
38	**SITE INVESTIGATION REPORT PREPARATION**	**30 days**	**Mon 10/12/09**	**Fri 11/20/09**
39	Data Reduction & Report Preparation	6 wks	Mon 10/12/09	Fri 11/20/09
40	Report Submittal	0 days	Fri 11/20/09	Fri 11/20/09



Project: PROJ SCH
Date: Tue 7/15/08
1EP-080682

Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
External Milestone
Deadline

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

Environmental Division Manager

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 17 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 subcontractor 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 Hydrogeologist

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, dry-cleaners 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 Environmental Division Manager

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

GILES ENGINEERING ASSOCIATES, INC.
GENERAL CONDITIONS OF GEOTECHNICAL, ENVIRONMENTAL, INDUSTRIAL HYGIENE, AND/OR MATERIALS TESTING AGREEMENT
-Amended-

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 on-site, 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.

GILES ENGINEERING ASSOCIATES, INC.
GENERAL CONDITIONS OF GEOTECHNICAL, ENVIRONMENTAL, INDUSTRIAL HYGIENE, AND/OR MATERIALS TESTING AGREEMENT
-Amended-

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. Giles shall provide Client certificates of insurance before commencing the services.

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 $1,000,000.00.

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 to the extent such bodily injury, death, or property damage is caused by the negligence, errors, or omissions of Giles.

SECTION 16: ***LITIGATION SUPPORT*** – Except where Giles is a named party to the litigation, 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.

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, and stipulates to using Waukesha County Circuit Court, Wisconsin, as the venue.

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.

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 adjacent 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 decision-making 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 unconcerned 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.

ASFE
The Best People on Earth

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Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

IIATGP07043.5M

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2008

PRODUCER (262)574-7000 FAX: (262)574-7080
R & R Insurance Services, Inc.
1581 E Racine Ave
PO Box 1610
Waukesha WI 53186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Giles Engineering Associates Inc
N8W22350 Johnson Dr Ste A1
Waukesha WI 53186-1679

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Architects & Engineers Professional Liab.	1153566 Includes Pollution Liab	3/1/2008	3/1/2009	Each Claim	$2,000,000
						Aggregate	$2,000,000
						Deductible	$200,000

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

CERTIFICATE HOLDER

****Informational Purposes Only*****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
R Kalscheuer/A3361 Richard J. Kalscheuer

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/1/2008

PRODUCER (262)574-7000 FAX: (262)574-7080
R & R Insurance Services, Inc.
1581 E Racine Ave
PO Box 1610
Waukesha WI 53186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Giles Engineering Associates Inc
N8W22350 Johnson Dr Ste A1
Waukesha WI 53186-1679

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Ins of Wausau	21458
INSURER B: Wausau Underwriters Ins	26042
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	YYC-Z91-445850-038	6/1/2008	6/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	ASJ-Z91-445850-028	6/1/2008	6/1/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	THC-Z91-445850-048	6/1/2008	6/1/2009	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCK-Z91-445850-018	6/1/2008	6/1/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Equipment	YYC-Z91-445850-038	6/1/2008	6/1/2009	Leased/Rented	40,000

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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AUTHORIZED REPRESENTATIVE
R Kalscheuer/AB361 Richard J. Kalscheuer

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.