Proposal for Environmental Services/ NR 716 Site Investigation

One Hour Martinizing
301 Main Street
Racine, Wisconsin 53403

STS Project No. 200804195
October 20, 2008

Prepared by:
Lanette L. Altenbach, P.G., C.P.G.,Senior Project Hydrogeologist
Jeanne M. Tarvin, P.G., C.P.G., Senior Principal Hydrogeologist
STS
414.359.3030

STS
11425 W. Lake Park Drive, Suite 100, Milwaukee, WI 53224
T 414.359.3030 F 414.359.0822 www.sts.aecom.com

October 20, 2008

Mr. Douglas Berry
BMP Cleaners, Inc.
3319 Nobb Hill Drive
Racine, WI 53406

RE: Proposal for Environmental Services/NR 716 Site Investigation Work Plan for the One Hour Martinizing Site Located at 301 Main Street in Racine, Wisconsin - BRRTS# 02-52-552198 - FID# 252010990 STS Proposal No. 200804195

Dear Mr. Berry:

In response to your letter dated September 22, 2008, STS appreciates the opportunity to submit this proposal for your consideration to provide environmental services for the One Hour Martinizing site in Racine, Wisconsin. As requested, the proposed scope of work includes completion of an NR 716 Site Investigation of the referenced property. The objective of this project is to implement a technically sound and cost-effective investigative and remedial strategy that leverages the Dry Cleaning Environmental Response Fund program (DERF) eligibility of project costs while maintaining compliance with applicable rules, regulations and guidance. The attached proposal offers our scope, schedule and cost for environmental services. Pursuant to Wisconsin Administrative Code (WAC) Chapter NR 169.23, this document also represents a Site Investigation Work Plan that is consistent with WAC NR 716.09.

Our proposal identifies key project team members and includes their individual billing rates and professional qualifications. We have also included a Statement of Qualifications (Section 2 of the proposal) for STS that highlights additional unique capabilities that will contribute to successful project completion, provides background information concerning STS, and presents a summary of our relevant project experience. A copy of our insurance certificate is also included. The DERF certification statement is included in Section 4 of the proposal.

Key strengths that demonstrate the STS Team's ability to successfully assist you with completion of this project include the following:

- **Experience with the DERF Program** – STS has extensive experience in conducting environmental restoration projects under the DERF program.

- **Geographic presence** – The STS Milwaukee office is located within 45 minutes of the project site, which will support cost-effective execution of field work.

- **Value-Added** – Our expertise in environmental, civil, construction and geotechnical engineering gives us the foundation to provide integrated solutions that specialists in one particular area may not be able to offer. STS has created value for our clients in these assignments in excess of the related project costs.

- **Innovation-Focused Approach** – STS focuses on innovative project execution methods and solutions that have resulted in demonstrated cost savings to our clients.

Thank you again for the opportunity to assist you with this project. We will contact you within two weeks to discuss this proposal and answer any questions you may have. In the meantime, if you have any questions, please contact Lanette Altenbach at (414) 577-1363 or Jeanne Tarvin at (414) 577-1304.

Respectfully,

Jeanne M. Tarvin, P.G., C.P.G.
Senior Principal Hydrogeologist

Lanette L. Altenbach, P.G., C.P.G.
Senior Project Hydrogeologist

cc: Shanna Laube-Anderson, WDNR

Responsible for Payment and Accepted by:

Signature: _____

Name (please print): _____

Title (please print): _____

Firm: _____

Date: _____

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1.0 Introduction

Pursuant to your letter dated September 22, 2008, STS appreciates the opportunity to submit this proposal for your consideration to conduct a Wisconsin Administrative Code (WAC) NR 716 Site Investigation at the One Hour Martinizing Dry Cleaners Site at 301 Main Street in Racine, Wisconsin (Figure 1). STS views this submittal as an opportunity to provide our value-oriented and responsive investigation and remediation capabilities that emphasize technically sound, cost-effective services and solutions.

This proposal offers a strategy and approach for successfully implementing and completing an NR 716 Site Investigation. We have also summarized key project team members, including their relevant experience with remediation of sites with chlorinated volatile organic compound (CVOC) affected soil and groundwater. We have also included a Statement of Qualifications that highlights additional unique capabilities that will allow us to achieve and maintain a successful relationship with you. Key strengths that demonstrate the STS team's ability to successfully complete this project include the following:

Experienced Team: The project team will be led by Jeanne Tarvin, P.G., C.P.G., who has demonstrated site investigation, remediation and monitoring experience with numerous projects involving chlorinated solvents. The project team will be enhanced by a Project Hydrogeologist and Professional Engineer.

Innovative Technology Leader: As a full-service engineering firm, STS has access to and uses a wide range of remedial technologies, including many technologies considered "emerging" or "innovative". Our reputation includes utilizing state-of-the-practice technologies and identifying methods to apply them in the constructed environment. Our approach is to comprehensively evaluate site-specific hydrogeology and contaminant conditions to identify the most proven, cost-effective remedial alternative. Our risk assessment team of toxicologists, ecological and air specialists, chemists, modelers and other professionals will be relied upon for technical support.

Local Presence: Proximity to the site is an important component of cost control. As demonstrated in this proposal, STS and its subcontractors are familiar with local and regional hydrogeologic conditions. The STS Milwaukee office is located within 45 minutes of the site and will assist with execution of field tasks as directed by the project management team in Milwaukee. Field-related costs are therefore reduced while service to One Hour Martinizing is increased.

Sustainable Project Approach: While STS is responsive to the request for proposal, we have proposed a phased approach that first confirms that groundwater is in fact impacted and the potential for off-site soil vapor impact exists prior to expending costs associated with installing a piezometer, completing four quarters of monitoring and evaluating the vapor intrusion pathway. Contingent costs for installing a piezometer and completing four quarters of monitoring have been included herein. At this time we have not included a contingency cost for off-site soil vapor intrusion evaluation given the uncertainty regarding the need for, and scope of, such evaluation.

2.0 STS Qualifications

2.1 Introduction to STS

Headquartered in Vernon Hills, Ill., STS, part of AECOM, is a professional services firm specializing in site planning, design and construction engineering. Recognized for our capabilities in complex foundations, construction services, site development, facilities support and transportation engineering, STS assists our clients to succeed with unique and complex projects around the world. STS has been a leader in providing environmental and engineering solutions for 60 years with more than 550 staff members in 19 offices.

AECOM (NYSE: ACM) is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental and energy. With more than 41,000 employees around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation, and technical excellence in delivering solutions that enhance and sustain the world's built, natural, and social environments. AECOM serves clients in more than 100 countries and had revenue of $4.7 billion during the 12-month period ended June 30, 2008. More information on AECOM and its services can be found at www.aecom.com.

2.2 Representative Experience

STS has conducted thousands of investigations, remediations, and other environmental compliance projects at facilities involving chlorinated solvents and stoddard solvents as well as petroleum-related substances or byproducts throughout the United States. Clients have ranged from multi-national Fortune 500 corporations, to municipalities, to small and mid-sized manufacturing firms. This relevant experience has enabled us to develop a streamlined-phased investigation approach by identifying and evaluating known source areas, while understanding overall groundwater quality and its affect on receptors.

As indicated above, as a full-service engineering firm, STS has access to, and uses a wide range of remedial technologies, including many technologies considered to be "emerging" or "innovative". We do not, however, have a preferred technology that we attempt to apply at most sites. Although the firm has the ability to utilize emerging technologies and presumptive remedies where appropriate, our engineers and scientists consistently select the most basic, proven and cost-effective strategies for our clients.

Recent regulatory guidance has increasingly specified the application of risk assessment principles, such that the implementation of active or engineered remedial systems can be reduced. With a proven record in negotiating risk-based closures throughout the country, our risk assessment team of toxicologists, ecological and air specialists, chemists, modelers and other professionals will be appropriately utilized during the course of this project.

In short, STS has the necessary commitment, experience, resources and a dedicated project team to work with One Hour Martinizing to develop and implement a cost-effective remedial solution. At a time when it can be difficult for

companies to identify consultants who will competently and vigorously advocate their position, STS clearly stands out as a client-oriented firm, integrated across technical disciplines with a comprehensive geographic presence throughout the Midwest.

2.3 Local Experience

Proximity to the site is an important component of cost control. As demonstrated in this proposal, STS and its subcontractors are familiar with local and regional hydrogeologic conditions. STS has been serving Wisconsin for greater than 50 years through the completion of environmental site assessments (ESAs), geotechnical engineering and foundation designs, and construction quality management projects. Relevant project profiles and references are provided as Appendix A.

2.4 Project Team

STS has assembled a project team to lead the subject site to regulatory closure. The following is a brief description of each project team member:

- **Ms. Jeanne M. Tarvin, P.G., C.P.G.,** will serve as the Project Principal and Advisor for the project. She will be the primary contact for One Hour Martinizing. Ms. Tarvin has over 23 years of experience in managing environmental investigation and remediation projects. As a Senior Principal in the Milwaukee office, she is responsible for various hydrogeologic studies, environmental assessments, landfill studies, feasibility studies, remedial designs and remedial actions. Ms. Tarvin has also received Gubernatorial Appointment to the Technical Advisory Committee for the Drycleaners Environmental Reimbursement Fund (DERF). The anticipated billing rate for Ms. Tarvin as a Senior Principal will be $155 per hour.

- **Ms. Lanette Altenbach, P.G., C.P.G.,** will serve as the Project Hydrogeologist. Ms. Altenbach has greater than 23 years of environmental consulting experience. Her has extensive experience in a variety of hydrogeologic investigations, environmental risk assessments, and remedial alternatives evaluations. She specializes in the evaluation and implementation of innovative and cost effective remedial alternatives at contaminated groundwater and soil sites. The anticipated billing rate for Ms. Altenbach will be $110 per hour as a Senior Consultant.

- **Mr. Kevin Brehm, P.E.,** will serve as the Project Engineer. Mr. Brehm has greater than 18 years of experience in the consulting industry, specializing in both engineering and environmental issues. He has performed numerous site investigations and subsequent remediation of contaminated soil and groundwater. Mr. Brehm has led efforts in remedial action planning of numerous solvent and petroleum-impacted sites (including major railroad properties), as well as several former coal gasification sites. The anticipated billing rate for Mr. Brehm will be $130 per hour as an Associate Engineer.

The project will be supported by a team of technical staff primarily from the STS Milwaukee office. These billing rates range from $85 per hour to $95 per hour. Professional resumes for key personnel dedicated to the success of this project are provided as Appendix B. These staff members will be available to complete all tasks associated with this project on a prompt and timely basis.

3.0 NR 716 Site Investigation Work Plan

3.1 Introduction

3.1.1 Propose and Scope

The purpose of this Work Plan is to describe the intended work scope for an NR 716 Site Investigation of soil and groundwater at the One Hour Martinizing property located at 301 Main Street, Racine, Wisconsin. The subject site is located in the NW 1/4 of the SE 1/4 of Section 9, T3N, R23E, City of Racine, Racine County. This work plan is prepared to provide information required under WAC Section NR 716.09. The work plan provides background information and a description of existing site conditions. Field and laboratory procedures are proposed and a schedule for execution of the work plan and report submittal is also provided.

3.1.2 Involved Parties

Parties currently involved with this project include the following:

- Responsible Party:
  Mr. Douglas Berry
  BMP Cleaners, Inc.
  3319 Nobb Hill Drive
  Racine, Wisconsin 53406

- Department of Natural Resources:
  Ms. Shanna Laube-Anderson
  9531 Rayne Road
  Sturtevant, Wisconsin 53177

- Consultant:
  Ms. Lanette Altenbach, P.G., C.P.G.
  Ms. Jeanne Tarvin, P.G., C.P.G.
  STS
  11425 West Lake Park Drive
  Milwaukee, WI 53224-3025
  414-359-3030

3.1.3 Objectives and Scope of Work

The objectives of the scope of work presented herein are as follows:

- Evaluation of degree and extent of contamination;
- Evaluation of contaminant fate and transport; and
- Evaluation of risk to potential receptors.

To address these objectives, STS has developed the following general scope of work:

- Installation of three monitoring wells;
- Collection of soil samples from the monitoring well borings;

- Initial round (first quarter) of groundwater sampling and water level measurements in the three monitoring wells;
- Completion of location and elevation survey of monitoring wells; and,
- Preparation of NR 716 Site Investigation Report.

Our proposal also includes contingency costs to complete installation of one piezometer and completion of three rounds of groundwater sampling, dependent on the results of the initial round of shallow groundwater monitoring.

3.2 Site Setting and History

The One Hour Martinizing facility is a commercial dry cleaning operation. As shown on Figure 2, the subject site is bounded on the north by a 3rd Street, on the east by an alley, on the south by a commercial retail building, and on the west by Main Street. Originally constructed in 1952, dry cleaning operations began at the subject facility in 1957. The dry cleaning machine was removed from service in June 2008 and the store now is a "dry store" used for drop-off and pick-up by patrons.

A loading dock is present on the alley side of the store and in this area used filters and solvent awaiting disposal were stored in the earlier years of operation.

STS of Milwaukee, Wisconsin completed a hydraulic probe investigation of the subject property in June 2008. As part of the hydraulic probe investigation, one soil boring (identified as 301 Main on Figure 2) was completed with one soil sample and one groundwater sample collected for field and laboratory analyses. The samples were analyzed for volatile organic compounds (VOCs).

Only one VOC, tetrachloroethene (PCE) , was detected in the soil sample at a concentration of 27,600 micrograms per kilogram (ug/kg). Similarly, only PCE was detected in the groundwater sample. The concentration of the PCE in the groundwater was 3.0 micrograms per liter (ug/L) which exceeds the Wisconsin preventive action limit, but is less than the Wisconsin enforcement standard.

3.3 Hydrogeologic Setting

The subject property is situated in an area of higher relief, at an elevation of approximately 600 feet relative to mean sea level. The topography slopes somewhat steeply to the east toward Lake Michigan which is present approximately 500 feet east of the subject property. The Root River is also present, approximately 500 feet to the west. The Root River flows toward the lake and the mouth of the river is located approximately 1000 feet to the north of the subject property. Unconsolidated sediments in the area of the investigation generally consist of silty sand fill over silty clay. Groundwater is encountered at approximately 16 to 18 feet bgs. Based on the local topography, it is anticipated that the direction of shallow groundwater flow is generally to the east.

3.4 Potential Receptors/Hazardous Substance Migration Pathways

Municipal water is obtained from Lake Michigan. No private wells are reportedly present within 1,000 feet of the subject property. As indicated in Section 3.3, the nearest surface water feature is Lake Michigan, which is located approximately 500 feet to the east of the subject property.

Underground utility corridors in the area of the subject property include water, sanitary sewer, storm sewer, gas, and electric. The utilities are present in both Main and 3rd Streets. Because the water table is present approximately 5 feet below the deepest utility corridor and the utility corridors are backfilled with native sand, it does not appear the utility corridors have the potential to act as preferential pathways for contaminant migration. No sites of historical or archeological significance are reportedly present in the vicinity of the One Hour Martinizing Dry Cleaning property.

The previous subsurface investigation has indicated the presence of PCE in soil and groundwater at the subject site. Potential scenarios by which PCE may come in contact with receptors include direct dermal contact during boring activities associated with the site investigation. Investigation activities at the site will be monitored to reduce potential risk due to inhalation of vapors or particulate matter and dermal protection will be utilized as necessary to protect investigators from direct contact. Monitoring activities will be conducted by qualified personnel.

STS conducted a telephone conversation with Mr. Henry Nehls-Lowe of the Wisconsin Department of Health and Family Services on September 26, 2008. Mr. Nehls-Lowe indicated that, based on high background PCE concentrations in indoor air in dry cleaning facilities, there is no value in evaluating the vapor intrusion pathway at a dry cleaning facility (such as the One Hour Martinizing facility). Future evaluation of the vapor intrusion pathway may be appropriate if potential off-site impacts are identified as part of this initial proposed site investigation. At this time we have not included a contingency cost for off-site soil vapor intrusion evaluation given the uncertainty regarding the need for, and scope of, such evaluation.

3.5 Field Investigation Scope of Work

3.5.1 Investigative Approach

Based on the laboratory results of the previously-collected soil sample, STS recommends the installation of three monitoring wells, identified as MW-1, MW-2, and MW-3 on Figure 2 in the assumed groundwater flow direction and location of dry cleaning machines. The purpose for these monitoring wells will be to collect soil and groundwater samples for laboratory analysis to evaluate the extent of impacted media and site stratigraphy, and to confirm the direction of local groundwater flow. Monitoring well MW-1 will be located on the west side of the facility (assumed upgradient location) and monitoring well sMW-2 and MW-3 will be located down-gradient from the apparent source on the east side of the building in the alley.

In addition, one soil sample will be collected from a hand auger conducted inside the building near the former dry cleaning machine's location. A concrete coring machine will be used to remove a small section of concrete and the soil sample will be collected from soils below the concrete and its associated base course. The sample location is depicted on Figure 2 as HA-1.

A piezometer is not recommended at this time, because shallow groundwater impacts and groundwater flow direction have not been confirmed. STS recommends the installation of a piezometer only after confirmation that shallow groundwater impacts are present. If a piezometer would be installed as part of a subsequent phase of investigation, STS recommends that the piezometer be installed downgradient of the area of highest shallow groundwater impacts.

STS anticipates that a hollow-stem auger drill rig will have access to each of the monitoring well locations identified on Figure 2. As such, the proposed monitoring wells will be constructed using hollow-stem auger techniques and in accordance with WAC NR 141. The monitoring wells are proposed to be installed on City of Racine right-of-ways (alley on the east and sidewalk on the west) of the subject property. As such, this task will consist of permitting activities that are necessary to obtain City of Racine authorization to install the monitoring wells.

For cost estimating purposes we assume that all three monitoring wells will be installed to depths of 20 feet bgs and screened from 10 to 20 feet bgs. Two soil samples will be retained from each monitoring well boring for laboratory analysis of VOCs. One soil sample from each monitoring well boring will also be retained for laboratory analysis of total organic carbon (TOC), such that site-specific groundwater pathway residual contaminant levels (RCLs) can be developed as necessary pursuant to WAC NR 720. STS has also included a contingency cost for installation of a piezometer and three subsequent quarterly groundwater monitoring events.

The following subsections provide a description of the site investigation scope of work in greater detail and provide the rationale for sampling approaches.

3.5.2 Soil Sampling and Analysis

STS will contact Digger's Hotline for the location of public utilities in the area of the investigation, and will also review maps and other available information regarding the locations of private utilities if provided by the client. STS assumes that the property owner will locate private utilities. If requested, STS can contract with a private utility contractor; however, this service is not included in the proposal scope of work at this time. Representative soil samples from each stratigraphic unit, including fill materials, will be described according to the Unified Soil Classification System and field screened photoionization detector (PID) with 10.6 eV lamp.

Soil samples will be collected at 5-foot intervals using standard soil probe techniques from below the pavement to the base of each boring. For cost estimating purposes, we assume that two soil samples from each of the three monitoring well installation borings and one from the hand auger boring will be retained for laboratory analysis

based on the results of in-field screening. However, additional soil samples may be retained for laboratory analysis based on the results of in-field screening, in accordance with WDNR guidance. The retained soil samples will be submitted for laboratory analysis of VOCs and TOC. Soil samples will be analyzed by a Wisconsin-certified analytical laboratory. The samples will be collected, transported, and analyzed in accordance with WDNR requirements and will follow proper chain-of-custody procedures.

3.5.3 Monitoring Well Installation/Groundwater Sampling and Analysis

The monitoring wells will be installed in accordance with WAC NR 141 and will be installed with flush-mount protectors so that vehicular traffic is not affected. The monitoring well construction materials will consist of Schedule 40 PVC casing and screen. The monitoring wells will have 10-foot monitoring well screens that will intersect the water table. Once the wells are installed, they will be developed in accordance with WAC NR 141. Well development will generate water that will be contained onsite in 55-gallon drums until laboratory results from the water sampling are obtained.

Groundwater samples will be collected from each of the water table wells quarterly for up to four quarters if groundwater impacts are detected based on the first quarter sample results. Groundwater samples will be analyzed in the field for the parameters pH, specific conductivity, temperature, dissolved oxygen and oxidation-reduction potential, and submitted for laboratory analysis of VOCs using EPA Method 8260. One laboratory trip blank sample will be submitted for laboratory analysis of VOCs, for purposes of quality assurance/quality control.

A contingency for piezometer installation is also included with this scope of services, if shallow groundwater impacts are detected based on the results of the initial groundwater sampling event. The scope of work associated with this contingency is described in Section 3.5.6.

3.5.4 Investigative Waste Handling/Disposal

Soil cuttings generated during advancement of monitoring well installation borings and well development water will be placed into separate 55-gallon drums that will be temporarily staged on-site until the cuttings and development water are properly characterized and managed. The Site Investigation Report will document handling of waste materials generated during the investigation. Based on STS' experience, investigative and remedial action generated soil cuttings associated with current or former dry cleaner sites can be classified as non-hazardous wastes for purposes of disposal under the Resource Conservation and Recovery Act (RCRA), if the following two conditions are met:

1. The waste material does not exhibit the characteristic of toxicity as defined under 40 CFR 261.24.

2. Constituent concentrations do not exceed risk-based direct contact exposure criteria.

For cost estimating purposes, STS assumes that the investigative-derived drill cuttings and development water will be managed as non-hazardous waste.

3.5.5 Location and Elevation Survey

STS will conduct a location and elevation survey of PVC well casings and ground surfaces at each new monitoring well location. STS will obtain groundwater level measurements as part of each groundwater sampling event to determine local groundwater flow directions and hydraulic gradients.

3.5.6 Contingency Piezometer Installation/Sampling

If the results of the initial round of shallow groundwater monitoring indicate PCE concentrations in the groundwater substantially greater than NR 140 ES values, then installation of a piezometer will be recommended to evaluate groundwater quality at depth. The location of the piezometer will be determined relative to groundwater flow direction and the distribution of PCE detected in the shallow monitoring wells, and will be installed adjacent to one of the shallow monitoring wells proposed herein. The piezometer would be installed to an approximate depth of 35 feet below ground surface, dependent on the measured depth to the water table. The piezometer would be constructed with a five-foot schedule 40 PVC well screen and riser, and be completed with a flush-mount protector pipe.

3.5.7 Contingency Quarterly Monitoring

If VOC concentrations are detected above NR 140 ES values as part of the initial monitoring event, STS will conduct three additional quarterly rounds of groundwater monitoring. For the subsequent rounds of quarterly monitoring, the monitoring wells will be sampled for the same parameters as the initial sampling event.

3.6 Project and Data Management

3.6.1 Data Evaluation

The information obtained from the field exploration program as well as the data obtained from the analytical testing will be compiled into tables, boring logs, and figures to allow for evaluation of site conditions. Geologic cross-sections will be prepared as appropriate to illustrate the stratigraphy of the site. A groundwater table map will be prepared to evaluate groundwater flow directions. A figure that illustrates key contaminant concentrations will be developed to identify the extent of affected groundwater. Drawings will be prepared as required by WAC NR 716.15(3) for Site Investigation Reports.

Laboratory results of soil samples will be compared to WAC Chapter NR 720 RCLs. If concentrations exceed these standards, some additional evaluation may be required, such as the development of site-specific RCLs, modeling, further investigation, or remediation. Laboratory results of groundwater samples will be compared to NR 140 ES and PAL values. Should additional subsurface investigation be required to more accurately delineate soil and/or groundwater impacts after the above scope of work is completed, such additional work would be recommended to be conducted prior to completing the Site Investigation Report.

3.6.2 Site Investigation Report

Following completion of the data evaluation, a Site Investigation Report will be prepared that will document the methodology and results of the investigation. The report will be prepared in accordance with WAC NR 716.15.

Department forms, such as the Soil Boring Log Form 4400-122 and Monitoring Well Development Form 4400-113B, etc., will be appended to the report.

3.6.3 Health and Safety Plan

STS will develop a Health and Safety Plan for personnel working during field activities. This Plan will be available for the WDNR's review upon request. Project field personnel will be familiar with the Plan prior to beginning the fieldwork. Subcontractors will be provided with a copy of the project Health and Safety Plan and STS will conduct a briefing on-site prior to commencement of work. Subcontractors, however, are responsible for developing their own Site Safety Plan to cover the activities for which they are responsible.

3.7 Project Schedule

STS is prepared to initiate the field investigation activities within approximately one to two weeks from receipt of authorization to proceed from One Hour Martinizing, and WDNR approval of this project Work Plan. The field investigation and laboratory analysis activities can be completed within approximately three to four weeks. Approximately three weeks will be required to complete the Site Investigation Report, such that the report will be available approximately six to seven weeks after start-up of the field investigation.

4.0 Estimated Project Costs/Terms and Conditions

We propose to provide the services outlined in this proposal on a time-and-expense basis in accordance with the STS Fee Schedule provided as Appendix C. The Fee Schedule indicates the unit prices for the various elements of service that we expect will be utilized to provide the services outlined in this proposal. Invoice amounts will be based on actual units utilized at the rates shown on the Fee Schedule, and will also include expenses incurred by STS in rendering the proposed services. STS' Conditions of Service and Certification of Insurance (Appendix D) are expressly incorporated into, and are an integral part of our contract for professional services. Estimated costs to complete the scope of work specified above are summarized as follows:

Consulting Costs:	$ 5,743.50
Drilling Costs:	$ 2,445.00
Analytical Costs:	$ 720.00
Miscellaneous Costs:	$ 1,365.00
Total Costs:	$10,273.50

Contingency costs for piezometer installation and sampling, and additional rounds of quarterly groundwater monitoring have not been included above and will be dependent on the results of the soil and groundwater testing proposed herein. Estimated ranges of costs for these services will be in the range of $3,000 to $4,000 for piezometer installation, and $1,200 to $1,500 per quarterly sampling event, including consulting time for data reduction and incremental documentation and report preparation. At this time we have not included a contingency cost for off-site soil vapor intrusion evaluation given the uncertainty regarding the need for, and scope of, such evaluation.

DERF Site Investigation Bid Summary documents are provided as Appendix E. Please note that the DERF applicant should sign and date page 1 of the DERF Site Investigation Bid Summary prior to submittal of this proposal to the WDNR. Additional proposal-specific conditions are summarized as follows:

1. Investigative-derived soil cuttings and purge water will be transported and disposed of as non-hazardous waste.

2. The project-specific subcontractor markup rate is 5 percent, which is 2/3 less than STS' standard subcontractor markup rate. Alternatively, the Client can contract directly with some or all of the subcontractors to avoid the subcontractor markup. The subcontractor markup is not included in Appendix E or the cost summary identified above. Subcontractor markups are not reimbursable under the DERF program.

3. Meetings with the WDNR outside the context of interaction in the field as part of scheduled activities is not included as part of the attached project budget. Any such meetings will be invoiced on a time-and-expense basis in accordance with the STS Fee Schedule.

4. Evaluation of site investigation data may lead to the conclusion that installation of additional hydraulic probes and/or monitoring wells may be appropriate to better assess soil and groundwater conditions. In that event, STS will provide recommendations for specific locations and depths of additional probes and/or wells.

5. Costs associated with WDNR document review fees are not included herein.

STS will work in cooperation with One Hour Martinizing throughout the course of this project to identify potential opportunities for cost savings. Additionally, as site information is generated, it may be necessary and advantageous to modify the scope of work from that which is presented in this proposal. Any modification to the scope of work will be discussed in detail with you and approval from you and WDNR will be obtained prior to implementation. Consultant and contract services will be completed in accordance with §292.65, Wis. Stat., and WAC Chapters NR 169, NR 140 and NR 700 series. STS will obtain and evaluate bids for commodity services, including excavation and analytical testing services. In addition, STS will coordinate and supervise drilling, laboratory and such other subcontractors as required for completion of investigation activities. STS will make available to the WDNR upon request, for inspection and copying, the consultant's documents and records related to the contract services.

In accordance with NR 169.21, STS will do the following:

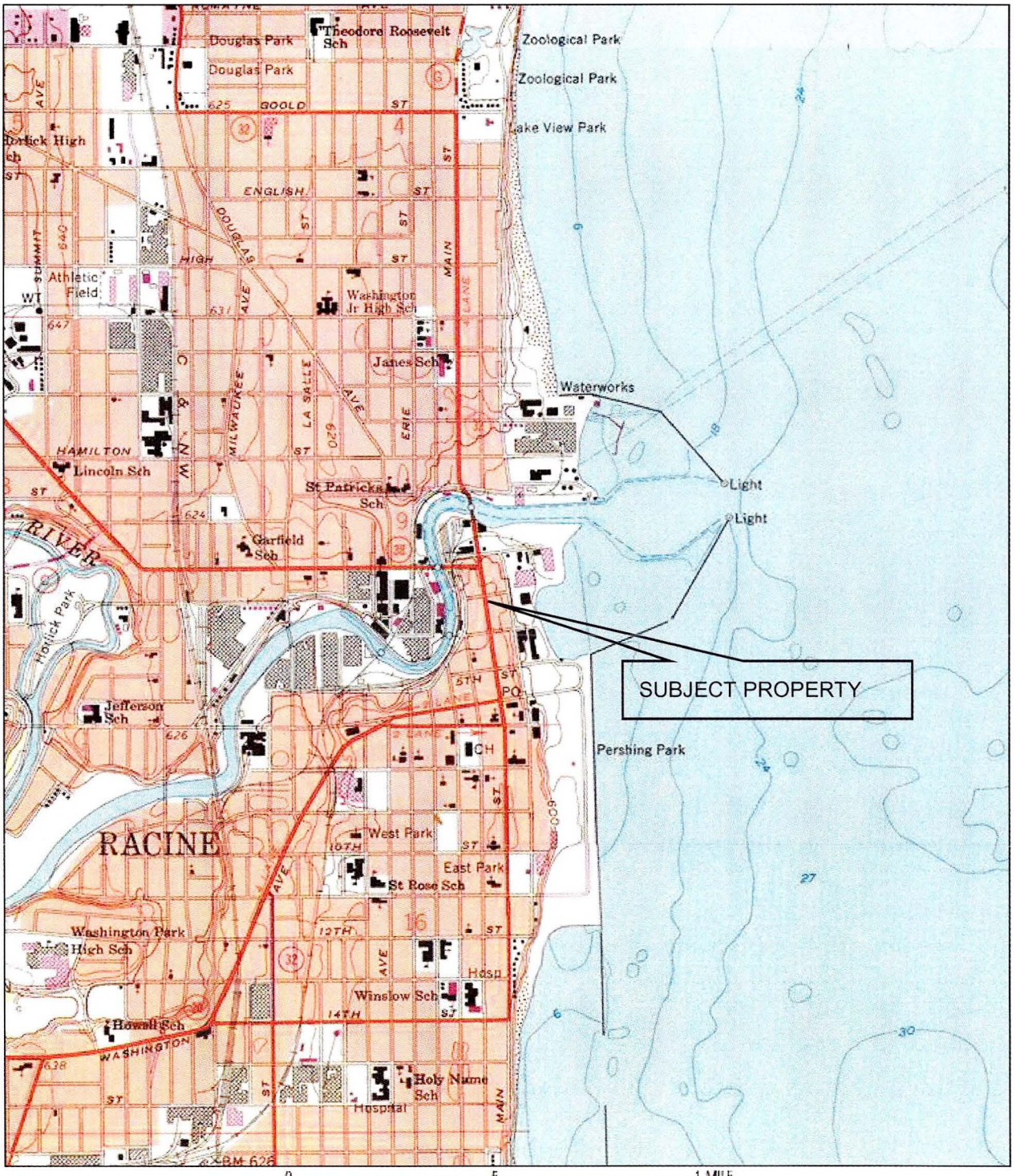
1. Be fully informed about the project's scope and required services, and have the experience and ability to analyze alternatives and design the most suitable response action consistent with technical and economic feasibility, environmental statutes and rules, restoration timeframes, and the latest technical advances.

2. Provide necessary staff and facilities for all phases of planning, investigation, design, construction, and operation.

3. Retain and confer with specialists on unusual matters; provide qualified technical reviewers, who will keep the owner advised on technical and regulatory matters and work toward planned remediation goals.

4. Perform all services in an ethical, professional and timely manner.

Figures



APPROXIMATE SCALE 1" = 2,000'

STS | AECOM

11425 W. Lake Park Drive
Suite 100, Milwaukee, WI 53224
T 414.359.3030
www.sts.aecom.com

SITE LOCATION AND TOPOGRAPHIC MAP
301 MAIN STREET
RACINE, WISCONSIN

Drawn:	LLA 10/17/08
Checked:	JMT 10/17/08
Approved:	JMT 10/17/08
PROJECT NUMBER	200804195
FIGURE NUMBER	1

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Legend

- 301 Main June 2008 Sample Location and Sample ID

⊙ HA-1 Proposed Soil Sample Location
⊡ MW-1 Proposed Monitoring Well Location

Source: Google Earth and STS Field notes

STS | AECOM

11425 W. Lake Park Drive
Suite 100, Milwaukee, WI 53224
T 414.359.3030
www.sts.aecom.com

SITE LAYOUT
AND
PROPOSED SAMPLE LOCATIONS
301 MAIN STREET
RACINE,WISCONSIN

Drawn:	LLA	10-17-08
Checked:	BJB	10-17-08
Approved:	JMT	10-17-08
PROJECT NUMBER	200804195	
FIGURE NUMBER	2	

Appendices

Appendix A – Project Profiles and References

Appendix B – Professional Resumes

Appendix C – Fee Schedule (W108/EV1)

Appendix D – General Conditions of Service and Certificate of Liability Insurance

Appendix E - DERF Site Investigation Bid Summary Documents

Appendix A

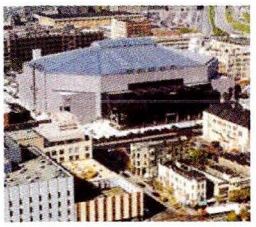
Project Profiles and References

A history of STS

Today With more than 100,000 completed projects in more than 35 countries worldwide, STS attracts Fortune 500 clients in the commercial, energy, government, industrial and transportation sectors. Business trends of globalization and lean workforces continue to influence our emphasis on precise design and engineering methodologies, leading to unrivaled delivery capabilities in the engineering and environmental consulting arena. The April 2007 merger with AECOM expanded STS' business opportunities in terms of geographic coverage and service offerings, and leverages the strength of the more than 30,000 AECOM employees.

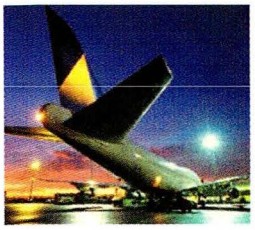
Representative projects: Marinette dredging and dockwall project, Trump International Hotel & Tower geotechnical engineering (Chicago), The Home Depot site development (Midwest), IDOT transportation projects (Illinois)

1990s STS successfully negotiated the growing pains of an ownership change. As the founding fathers of STS passed the baton to a new group of stakeholders, the company reasserted its mission of delivering design, underground engineering, environmental consulting and site development services.



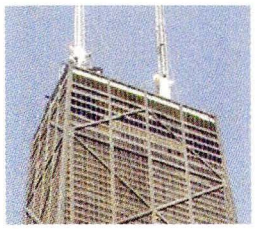
Representative projects: I-43/Silver Spring Drive Interchange (Milwaukee), McCormick Place South Expansion (Chicago), Miller Park (Milwaukee), Milwaukee Deep Tunnel project, Petronas Twin Towers (Kuala Lumpur, Malaysia)

1980s STS' entrepreneurial spirit leads to service and geographic expansion. In Bristol, Virginia, STS managed the award-winning conversion of an aggregate mine to a giant municipal solid waste facility. In addition to developing an 11-plant hydropower subsidiary, STS acted as Wisconsin Energy's preferred environmental provider, managing dozens of projects annually. Internationally, STS provided underground engineering for a new power plant in Puerto Rico, saving the owner $12 million in foundation costs.



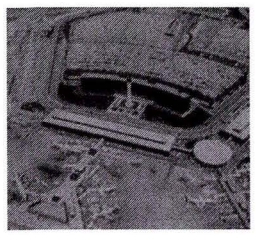
Representative projects: Wisconsin Energy environmental projects, City of Bristol award-winning quarry conversion, Twin Cities Army Ammunition Plant

1970s No longer just a soil testing firm, STS formally adopts the name STS Consultants, Ltd. to reflect its diverse service offerings and client base. During this decade of rapid urban development and technological advances, STS developed an international reputation for deep foundation work for the world's tallest buildings.



Representative projects: US Bank Center (Milwaukee), Sears Tower (Chicago), Jeddah International Airport, Sha Tin Landfill (Hong Kong)

1960s Building off expertise in soil dynamics and subsurface exploration, STS transitioned into geo-environmental consulting for design and construction of landfills, lagoons and impoundments around the world. The booming forest products industry drove significant environmental work, engaging STS with industry leaders like Georgia-Pacific and Weyerhaeuser – relationships that remain today.



Representative projects: Fermi Laboratory Accelerator Ring (Batavia), John Hancock Center (Chicago), IDS Tower (Minneapolis)

1950s STS played an instrumental role in the emerging science of Midwest soil studies. Innovations in exploration techniques, data analysis and design established STS as a leader in underground engineering.

Representative projects: Air Force Academy (Colorado Springs), Illinois State Toll Highway Authority, McCormick Place (Chicago), O'Hare Airport (Chicago)

1948 Company founded in Illinois by John P. Gnaedinger and Ted Van Zelst as Soil Testing Services, Inc.

STS | AECOM

STS office locations

STS has 18 office locations throughout the Midwest and one in Dubai, United Arab Emirates. Recognized for our capabilities in complex foundations, construction services, site development, facilities support and transportation engineering, STS helps our clients succeed with unique projects around the world.

Illinois

750 Corporate Woods Parkway
Vernon Hills, Illinois 60061
T 847.279.2500
F 847.279.2510

209 S. Prospect, Suite 3A
Bloomington, Illinois 61704
T 309.664.0474
F 309.664.6964

303 East Wacker Drive, Suite 600
Chicago, IL 60601
T 312.628.3886
F 312.628.3892

1420 Kensington Road, Suite 100
Oak Brook, Illinois 60523
T 630.990.8788
F 630.990.8852

111 N.E. Jefferson Avenue
Peoria, Illinois 61602-1227
T 309.676.8464
F 309.676.5445

2524 S. Broadway, P.O. Box 550
Salem, Illinois 62881
T 618.548.3500
F 618.548.5246

Indiana

105 E. Jefferson Boulevard, Suite 500
South Bend, Indiana 46601
T 574.239.7006

Michigan

3839 E. Paris Avenue, SE, Suite 301
Grand Rapids, Michigan 49512
T 616.940.3077
F 616.940.3760

555 River Avenue
Iron River, Michigan 49935
T 906.265.2525
F 906.265.5511

401 S. Washington Square, Suite 103
Lansing, Michigan 48933
T 517.913.5800
F 517.913.5830

1050 Wilson Street
Marquette, Michigan 49855
T 906.228.2333
F 906.226.8371

127 E. Commerce Road, Suite 201
Milford, Michigan 48381
T 248.676.9594
F 248.676.9545

Minnesota

10900 73rd Ave. North, Suite 150
Maple Grove, Minnesota 55369
T 763.315.6300
F 763.315.1836

Wisconsin

1035 Kepler Drive
Green Bay, Wisconsin 54311
T 920.468.1978
F 920.468.3312

2821 Dairy Drive, Suite 5
Madison, Wisconsin 53718
T 608.222.7231
F 608.222.3765

11425 W. Lake Park Drive, Suite 100
Milwaukee, Wisconsin 53224
T 414.359.3030
F 414.359.0822

558 North Main Street
Oshkosh, Wisconsin 54901
T 920.235.0270
F 920.235.0321

3909 Concord Avenue
Weston, Wisconsin 54476
T 715.355.4304
F 715.355.4513

Dubai, United Arab Emirates

Sheikh Zayed Road
Saeed Tower 1, Suite 3205
T +971 4 33 22 955
F +971 4 33 22 677

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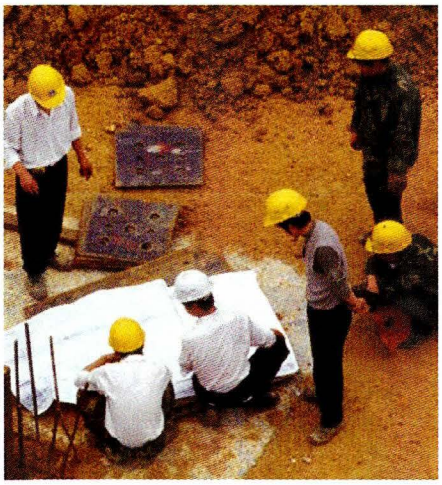
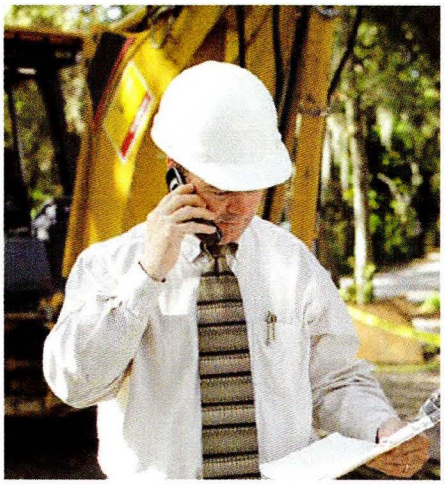
About STS





STS is a professional services firm specializing in site planning, design and construction engineering for commercial, energy, government, industrial and transportation clients.

As measured by Fortune Magazine, STS has multiple clients ranking in the Top 10 of the following sectors:
Energy, food and drug store chain, gas and electric utilities, hotel/casino/resort, industrial and farm equipment, medical products, pharmaceuticals, specialty retailers, telecommunications, waste management

Today's site development world is complex. Site selection, due diligence, permitting, design, construction and facility management all place demands on public and private organizations as they work to meet their business goals.

STS can help you succeed in this challenging environment. Since our establishment in 1948, we've become one of the most diverse and respected engineering and environmental consulting firms in the industry. Recognized for our capabilities in complex foundations, construction services, site development, facilities support and transportation engineering, STS helps our clients succeed with unique projects around the world.

We guide each of our projects with three client service principles:

1. Integrated delivery methodology

Complex projects require an integrated approach that addresses environmental risks, regulatory compliance and design through engineering and construction, and often beyond. STS' service package allows for niche projects, but we've developed a delivery methodology that integrates all elements of site design and development. That means no surprises in your project scope, and frequently results in time and budget savings that boost your bottom line.

2. Single point of contact project management

STS provides one project manager for complex, long-term projects. As the expert on the job, the project manager:

- coordinates multi-discipline activity at STS and with the client;
- stays on schedule and manages appropriately to the budget; and
- provides consistent, accurate reporting to our clients.

3. Attentive account management

Our professionals look ahead with their clients to anticipate projects, business issues and competitive challenges that can be addressed with proactive engineering and design services. The result is account management that makes STS a true partner in meeting the business goals of our clients.

Contact STS at 800.859.7871 to discuss your needs.

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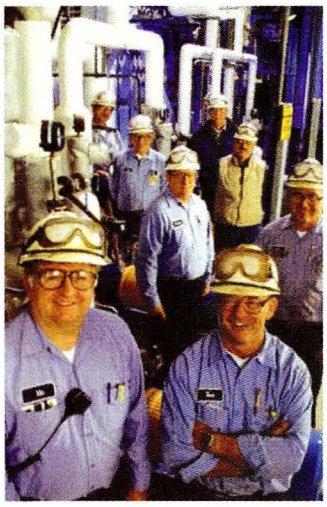
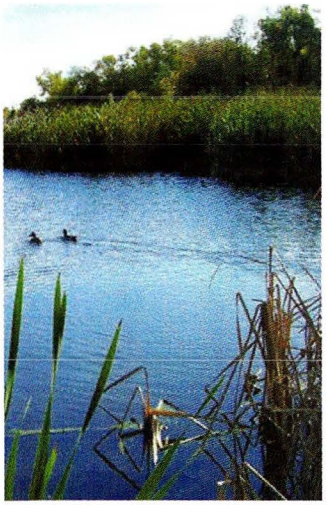
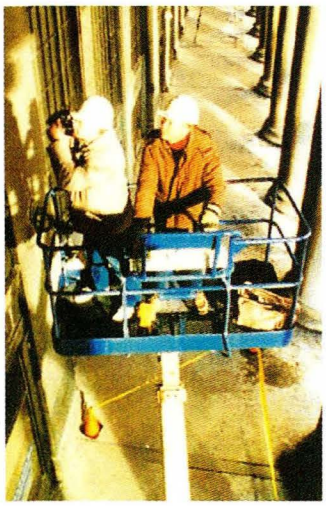


STS services

Recognized for our capabilities in complex foundations, construction services, environmental services, site development, facilities support and transportation engineering, STS helps our clients succeed with unique projects around the world. Below is a list of services STS typically provides to our clients. For more information about a specific service please contact us at (800) 859-7871.





- Aboveground storage tanks
- Air quality
- Architectural
- Bridge design
- Civil engineering
- Coastal and marine engineering
- Compliance audits
- Condition assessments
- Construction services
- Dam engineering
- Drilling
- Environmental audits
- Environmental engineering
- Environmental health and safety
- Environmental impact studies
- Environmental management systems
- Environmental restoration
- Geographic information systems
- Geophysics
- Geotechnical engineering
- Hydraulics/hydrology
- Hydrogeology
- Laboratory services
- Lake management
- Landfill design and closure
- Landscape architecture
- Materials engineering and evaluation
- Mechanical/electrical/plumbing
- Non-destructive testing and evaluation
- Pavement engineering and analysis
- Performance engineering
- Permitting
- Pollution prevention/energy efficiency (P2E2)
- Property and structure services
- Risk assessment
- Seismic analysis
- Shoreline protection
- Site assessment
- Solid waste management
- Storm water management
- Structural engineering, evaluation and design
- Surveying
- Transaction due diligence
- Transportation services
- Vibration analysis
- Waste minimization
- Wastewater engineering
- Water quality management
- Water resources
- Wetlands

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Atlas Metals Parts

Waukesha, Wisconsin

Client
Lesmar Corporation

Services provided
Conducted performance monitoring of the soil vapor extraction system, defined the extent of groundwater impacts through groundwater sampling and analysis as well as modeling of contaminant plume, defined the extent of soil impacts through soil sampling and analysis, observed the construction of a soil vapor extraction system, prepared a case closure request to the Wisconsin Department of Natural Resources

Project overview

Chlorinated solvent contamination trichloroethylene (TCE) was identified in soil and groundwater at the site during a routine removal of a gasoline underground storage tank. A site investigation was conducted by others and groundwater monitoring was continued for approximately 10 years. The WDNR required source removal/control, additional investigation to determine extent and additional ground water monitoring before the project could be considered closed. The results of the additional investigation defined the on-site source area and identified a groundwater contaminant plume that extended over 4 contiguous properties, each with a different owner.

Soil vapor extraction had been proposed by the prior consultant and approved by the WDNR as a source control measure.

The client's objective was to minimize the level of effort required to bring the project to completion. An additional consideration was the owner's retirement and sale of the business to a third party. Case closure was a requirement of the property transaction.

Approach

STS implemented the soil vapor extraction (SVE) system and monitored its operation. The system operated within design parameters and a reduction in PCE concentrations in the vapor was realized. Groundwater monitoring was continued and four additional off-site, downgradient wells were installed to define the extent of the groundwater plume. PCE was detected in the furthest downgradient well at a concentration equal to the state's enforcement standard. Placement of a downgradient well beyond this last well was not feasible due to the presence of other industrial buildings and operations also using chlorinated solvents.

STS used a two-dimensional groundwater flow model combined with a transport model to demonstrate that the contaminant plume was stable and receding. The initial data collected was used as a baseline and the model was calibrated using the existing data until the model predicted the concentrations observed at the current time.

Next the future status of the contaminant plume was predicted with the model using the reduction in the source zone concentrations observed after the operation of the SVE system. The model demonstrated that the contaminant plume would recede to within the site's boundaries within 5 years.

STS prepared and submitted a case closure request to the WDNR using the groundwater modeling to demonstrate compliance with the requirements for case closure. The WDNR case closure review committee reviewed the information and case closure was granted.

Unique issues

The downgradient extent of the contaminant plume was not defined by physical measurement of groundwater. Instead groundwater modeling was used to demonstrate that the contaminant plume was shrinking.

Innovative PCE Remediation

Southeastern Wisconsin

Client
Confidential

Services provided
Innovate soil and groundwater electro-thermal remediation, regulatory negotiations, remedial alternatives evaluation, site investigation

Project overview

Site investigations that were completed by STS in 2004 revealed an extensive area of soil and groundwater impacted with high concentrations of tetrachloroethene (PCE), and its degradation products. The high PCE concentrations were indicative of the presence of denser-than-water non-aqueous phase liquids. Remediation of the impacted soil and groundwater was complicated by the presence of low permeability soils at the site.

Approach

Based on evaluation of effectiveness, implementability, and cost criteria, in-situ chemical oxidation using Fenton's reagent and in-situ electro-thermal remediation were identified as feasible remedial alternatives. In-situ chemical oxidation pilot testing was subsequently conducted in late 2004. The results of that pilot testing revealed that low permeability soils precluded injection of reagent at depths greater than approximately 14 feet bgs. Based on evaluation of existing soil quality information, it was estimated that the in-situ chemical oxidation remedial alternative would not treat approximately three-quarters of the contaminant mass present below 14 feet bgs. As such, the in-situ chemical oxidation remedial alternative was not implemented, and it was concluded that implementation of in-situ electro-thermal remedial technologies can reliably result in remediation of impacted soil and groundwater at the subject site.

A numerical simulation study was performed using resistivity data from site-specific soil samples, hydrogeologic data, and the identified subsurface distribution of CVOCs to determine the placement of electrodes and extraction wells, and estimate the necessary groundwater and vapor extraction rates to capture the CVOCs. The thermal remediation technology applied at the site is known as the Electro-Thermal Dynamic Stripping Process (ET-DSPTM). The thermal remediation system consisted of an array of 31 electrode boreholes each spaced 23 feet apart, 12 vapor extraction wells, and 21 temperature sensor boreholes. The application of ET-DSPTM at this site was the first of its kind in Wisconsin.

Client benefits

The thermal remediation system commenced operations in February 2006 and was completed in January 2007. Based on laboratory results of soil samples collected in July 2006, the geometric mean of the total concentration of tetrachloroethene, trichloroethene, and cis-1,2-dichloroethene had decreased by 81 percent. Based on laboratory results of groundwater samples collected in December 2006, the total concentration of tetrachloroethene, trichloroethene, and cis-1,2-dichloroethene at three groundwater monitoring locations had decreased by 99.8 percent, 95 percent, and 86 percent. The results of future groundwater monitoring will be used to establish stable or decreasing volatile organic compound concentrations, prior to securing regulatory case closure.

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Confidential railroad client

Southern Illinois

Client
Confidential Railroad

Services provided
Capital improvements, design and contract administration – derailment site spill, maintenance and monitoring, remediation site operation

Project overview

Confidential Rail Client retained STS to assist them with ongoing operation, maintenance and monitoring and capital improvements at a derailment site in southern Illinois where two railcars of percholoethylene were spilled in 1994.

Approach

STS began work at the project site in 2000. Our scope of services includes the following:

- Groundwater extraction and treatment system operation, maintenance and monitoring as a turn-key operation including a fulltime site operator. STS prepares monthly and quarterly reports for submittal to the Illinois Environmental Protection Agency.
- Groundwater monitoring well sampling and reporting for compliance with agency agreements.
- Design, bid document preparation, bid administration, construction management, contract administration and documentation of a new cover system over the 5 acre spill containment area.
- Design, bid document preparation, bid administration, construction management, contract administration and documentation of improvements to the groundwater extraction and treatment system.
- Design, bid document preparation, bid administration, construction management, contract administration and documentation new PLC/SCADA-based process control system. The control and SCADA system will be accessible via the internet.
- Completion of additional subsurface exploration to evaluate long-term strategies for site remediation and closure.

The project execution involves design-build delivery requiring integration of design, permitting, construction, and environmental activities; STS holds the construction contracts. Field activities include full time management and oversight, and development of project records including system map updates, record documentation, O&M Manuals, operator training and system start-ups.

STS | AECOM

Confidential railroad client

Southern Illinois

Client
Confidential Railroad

Services provided
Capital improvements, design and contract administration – derailment site spill, maintenance and monitoring, remediation site operation

Project overview

Confidential Rail Client retained STS to assist them with ongoing operation, maintenance and monitoring and capital improvements at a derailment site in southern Illinois where two railcars of percholoethylene were spilled in 1994.

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- Design, bid document preparation, bid administration, construction management, contract administration and documentation new PLC/SCADA-based process control system. The control and SCADA system will be accessible via the internet.
- Completion of additional subsurface exploration to evaluate long-term strategies for site remediation and closure.

The project execution involves design-build delivery requiring integration of design, permitting, construction, and environmental activities; STS holds the construction contracts. Field activities include full time management and oversight, and development of project records including system map updates, record documentation, O&M Manuals, operator training and system start-ups.

Active Dry Cleaning Facility

Central Wisconsin

Client
Confidential

Services provided
Regulatory negotiations, remedial alternatives evaluation, soil excavation oversight, innovate groundwater bioremediation

Project overview

Site investigations that were completed in 2003 revealed an area of tetrachloroethene (PCE)-impacted groundwater that extended 3,000 feet hydraulically downgradient from the subject site, resulting in impact to a municipal water supply well. STS was retained in 2005 cost-effectively apply remaining DERF funds to remediate this large-scale impacted site.

Approach

Working with the Wisconsin Department of Natural Resources and local solid waste facilities, STS developed a cost-effective approach to remediate PCE-impacted soils above the water table. Under a Wisconsin Administrative Code (WAC) Chapter NR 700 agreement with the USEPA, impacted soils associated with current or former dry cleaner sites can be classified as non-hazardous wastes for purposes of disposal under the Resource Conservation and Recovery Act (RCRA), if the following two conditions are met:

- The waste material does not exhibit the characteristic of toxicity as defined under 40 CFR 261.24.
- Constituent concentrations do not exceed risk-based direct contact exposure criteria for industrial land use.

STS used real-time mobile laboratory data to demonstrate that both conditions identified above were met, as part of soil excavation that was completed in 2005. With respect to the impacted groundwater, STS implemented anaerobic bioremediation through the injection of emulsified vegetable oil (EVO) as an electron donor. A combination pilot test/source remedial action consisted of injection of EVO through ten injection wells in December 2005, followed by bioaugmentation with microbial culture through the ten injection wells in April 2006.

The injection of EVO and microbial culture at this dry cleaner site was the first of its kind in Wisconsin, according to the Wisconsin Department of Natural Resources.

Client benefits

The successful demonstration that the excavated soils could be classified as non-hazardous wastes for purposes of disposal resulted in project cost savings of at least $50,000. With respect to the PCE-impacted groundwater, the results of July and October 2006 monitoring events indicate that anaerobic conditions have been created, the presence of EVO persists, and successful reductive dechlorination of tetrachloroethene to trichloroethene, cis-1,2-dichloroethene and vinyl chloride is occurring in the vicinity of the injection area. The July and October 2006 Dehalococcoides group organisms (Dhc) count indicates geochemical conditions supportive of Dhc development. The results of future groundwater monitoring events will be evaluated to determine if completion of full-scale injection of EVO followed by bioaugmentation is appropriate for the site.

Multi-Tenant Building: Former Dry Cleaning Facility

Southeastern Wisconsin

Client
Confidential

Services provided
Regulatory negotiations, remedial alternatives evaluation, soil excavation oversight

Project overview

Site investigations that were completed by STS in 2001 revealed substantial areas of soil and groundwater impacted with high concentrations of tetrachloroethene (PCE), in the immediate vicinity of private water supply wells. STS subsequently conducted a remedial action options evaluation to cost-effectively apply remaining DERF funds to remediate the PCE-impacted soil and groundwater.

Approach

Working with the Wisconsin Department of Natural Resources and local solid waste facilities, STS developed a cost-effective approach to remediate PCE-impacted soils above the water table. Under a Wisconsin Administrative Code (WAC) Chapter NR 700 agreement with the USEPA, impacted soils associated with current or former dry cleaner sites can be classified as non-hazardous wastes for purposes of disposal under the Resource Conservation and Recovery Act (RCRA), if the following two conditions are met:

- The waste material does not exhibit the characteristic of toxicity as defined under 40 CFR 261.24.
- Constituent concentrations do not exceed risk-based direct contact exposure criteria for industrial land use.

STS used real-time mobile laboratory data to demonstrate that both conditions identified above were met. In 2004, a total of 2,800 tons of soil were excavated from the site for off-site disposal.

Client benefits

The successful demonstration that the excavated soils could be classified as non-hazardous wastes for purposes of disposal resulted in project cost savings of at least $250,000. The results of future groundwater monitoring events will be evaluated to determine if completion of active groundwater remediation is appropriate for the site.

Active Dry Cleaning Facility

Southwestern, Wisconsin

Client
Confidential

Services provided
Regulatory negotiations, remedial alternatives evaluation, soil excavation oversight

Project overview

Site investigations that were completed in 2001 revealed substantial areas of soil and groundwater impacted with high concentrations of tetrachloroethene (PCE). STS subsequently conducted a remedial action options evaluation to cost-effectively apply remaining DERF funds to remediate the PCE-impacted soil and groundwater.

Approach

Working with the Wisconsin Department of Natural Resources and local solid waste facilities, STS developed a cost-effective approach to remediate PCE-impacted soils above the water table. Under a Wisconsin Administrative Code (WAC) Chapter NR 700 agreement with the USEPA, impacted soils associated with current or former dry cleaner sites can be classified as non-hazardous wastes for purposes of disposal under the Resource Conservation and Recovery Act (RCRA), if the following two conditions are met:

- The waste material does not exhibit the characteristic of toxicity as defined under 40 CFR 261.24.
- Constituent concentrations do not exceed risk-based direct contact exposure criteria for industrial land use.

STS used real-time mobile laboratory data to demonstrate that both conditions identified above were met, as part of soil excavation that was completed in 2006.

Client benefits

The successful demonstration that the excavated soils could be classified as non-hazardous wastes for purposes of disposal resulted in project cost savings of at least $50,000. The results of future groundwater monitoring events will be evaluated to determine if completion of active groundwater remediation is appropriate for the site.

Appendix B

Professional Resumes

Jeanne M. Tarvin, P.G., CPG

Senior Principal Scientist – Hydrogeologist

Education

Graduate Studies in Environmental Engineering/Hydrogeology, University of Wisconsin-Milwaukee

B.S., Engineering Geophysics, Michigan Technological University, 1984

Professional Affiliations

American Institute of Professional Geologists

National Water Well Association

Society of Exploration Geophysicists

Registrations/Training

Certified Professional Geologist

Professional Geologist: Wisconsin

NR712 Wisconsin Certified Hydrogeologist

FRA Railroad Workplace Safety (49 CFR 214 Subpart C)

HAZWOPER 40-Hour and 8-Hour Supervisor Safety Training

Awards

Recipient of Supply Chain Award of Excellence for 1996 and 1997 from Wisconsin Electric

BT1 Client Service A-team's roster in 1996 for delivering truly superior client services

Gubernatorial Appointment to the Technical Advisory Committee for the Drycleaners Environmental Reimbursement Fund (DERF)

Experience

As a Principal Hydrogeologist, Ms. Tarvin is responsible for directing and managing projects with the environmental group, including various hydrogeologic studies, environmental assessments, landfill studies, feasibility studies, remedial designs and remedial actions. A representative sampling of project experience includes:

- Project Environmental Principal for confidential railroad derailment site in Illinois. STS was retained to provide operation and maintenance services and develop a closure strategy on a groundwater pump and treatment system/bentonite containment wall installed in response to a release of 30,000 gallons of tetrachloroethene. In addition, STS performed a hydrogeologic evaluation and risk assessment of the remedial system performance to develop a closure strategy for the site.
- Project Manager for a pre-design study, remedial design and remedial action for a multi-million dollar Superfund NPL project in Central Wisconsin. Directly responsible for EPA Region 5 and WDNR negotiations, project scheduling and budgeting, development of project work plans, technical direction of NCP level field and laboratory testing program, regulatory liaison and preparation and review of technical work plans and reports.
- Responsible for negotiating Administrative Orders on Consent and Consent Decrees with state and federal regulatory agencies on Superfund, RCRA and state-led remediation projects.
- Project Principal on a RCRA Part B Permit Modification for a hazardous waste kiln in Missouri. Project included U.S. EPA Region 3 negotiations, design plans and specifications and preparation of the permit modification.
- Project Manager for an RFI at an industrial facility in Little Rock, Arkansas. STS is currently negotiating a scope of work with ADEQ and U.S. EPA Region 6. The work will be completed under the U.S. EPA Region 6 Corrective Action Strategy (CAS) Pilot Program.
- Preparation of siting studies, feasibility studies, hydrogeologic studies, and facility designs for industrial and municipal landfills, including permitting.

- Project Manager for a RCRA Part B closure of four cupola sludge lagoons at an iron works foundry. Duties included an RFI and preparation and implementation of the closure plan. As part of the closure plan, a confirmation of removal of hazardous soils was performed and a groundwater monitoring system was installed.
- Project Manager for preparation and negotiation of a RCRA Facility Investigation (RFI) Work Plan at a solvent recovery facility in Wisconsin which contains nine SWMUs.
- Closure of industrial and commercial sites using natural attenuation and risk based evaluation.
- Management of underground and above ground storage tank facilities including site assessments, corrosion analysis, design of tank installations, tank abandonment and closure documentation, regulatory compliance and remedial action.
- Project Manager for RCRA closures of numerous hazardous waste disposal facilities in the United States. Duties included preparation of plans, specifications, remedial design, site safety plans and construction management.
- Manager for RCRA facility and compliance audits at several industrial sites and a power plant.
- Project Principal on RI/FS' for Manufactured Gas Plant Sites. Former member of MGP Advisory Committee for major utility in Midwest.
- Project Manager for a Superfund NPL site in Central Wisconsin. STS negotiated a Record of Decision (ROD) Amendment to delete an Alternative Water Supply as part of the final remedy.
- Managed and performed numerous environmental site assessments for property transfer including preparation of work plans for soil and groundwater sampling, soil gas surveying, interpretation of chemical analysis, development of remedial action plans and final report preparation.
- Project Manager on a Superfund site in Wisconsin. STS is currently negotiating a Record of Decision Amendment to remove the requirement for an active groundwater pump and treat system.
- Performed geophysical surveys including seismic refraction, thermography, electromagnetics, electrical resistivity, downhole bore logging and subsurface interface radar for contamination assessments; development of groundwater monitoring plans, hydrogeologic analysis and engineering design of drilling activities for major exploration programs.
- Provided expert and fact witness testimony on contested cases involving hydrogeologic characterization and landfill design and operation.
- Presentation of technical data/ interpretation at public meetings on behalf of responsible parties.

Publications/Presentations

"Cost Effectiveness of the Horizontal Biosparge Well Application for Aerobic Co-Metabolic Groundwater Remediation", 2005 NGWA Remediation Conference, November 2005

"Application of Horizontal Biosparge Wells for Aerobic Co-metabolic Groundwater Remediation", Eighth International In-Situ and On-Site Bioremediation Symposium, June 2005.

"Avoiding RCRA and CERCLA Liabilities", Client Training Seminar, 2002.

"Waste Management, Risks and Liabilities", Client Training Seminar, 2001.

"Brownfields From a Technical Standpoint", Brownfields Development in Wisconsin Seminar, 2000.

"Mergers and Acquisitions: Audits and Due Diligence Strategies," STS Client Seminar, 1999.

"Drycleaner Cleanup Rules Legislative Update," Wisconsin Fabricare Institute, September 1998.

"Spill Response Awareness Training", Client Training Seminar, 1998.

"Remediation: A Case Study", Client Training Seminar, 1997.

"Strategic Regulatory Negotiations", Client Seminar, 1996.

"Comparison of Sludge Lagoon Covers", TAPPI Conference Proceedings, 1995.

Lanette Altenbach, P.G., CPG

Senior Project Hydrogeologist

Education
B.S., Geological Engineering (Cum Laude), University of Missouri – Rolla, 1985

Professional Affiliations
American Institute of Professional Geologists

Association of Engineering Geologists

National Water Well Association

Registrations/Training
Certified Professional Geologist

Wisconsin Professional Geologist

NR712 Wisconsin Certified Hydrogeologist

Registered PECFA Consultant

40CFR 1910.120 Emergency Response Worker, 40-hour training, interim rules, 1986

40 CFR 1910.120 Hazardous Waste Worker, 40-hour training, 1987

40 CFR 1910.120, 8-hour Supervisor Training, 1987

Total Quality Management, 1994

Data Validation 2005

Statistical Analysis 2007

Experience

As a Senior Project Hydrogeologist in the environmental group, Ms. Altenbach is responsible for project management and specializes in brownfield redevelopment, environmental assessments, feasibility studies, remedial designs, remedial actions, RCRA/CERCLA programs and project quality assurance/quality control planning. A representative sampling of previous project experience includes:

Brownfield redevelopment

- Project Manager for C&L Industrial Cleaners, Kenosha, Wisconsin, a brownfield site contaminated with chlorinated solvents that has been investigated using federal and state grant money. Assisted the city with grant application preparation. Planned and conducted three phases of investigation. Recently completed the preparation of a remedial action plan.
- Project Manager for the Old Ironsides Battery site, Town of Ashford, Wisconsin. Responsible for the investigation and remediation of lead-imacted soil. The county acquired the site through tax delinquency and sought to bring the property back into use. Negotiated with the Wisconsin Department of Natural Resources regarding scope of the investigation, remediation and ultimate case closure requirements. The site received closure and has been placed back on the tax rolls.

Investigation and remediation

- Project Manager for Atlas Metals, Waukesha Wisconsin. Responsible for helping a metal fabrication facility that had solvent contamination in the soil and groundwater achieve case closure. Oversaw installation and operation of a soil vapor extraction system. Modeled containment transport in the groundwater to demonstrate that the solvent plume was stable or receding and to predict the plume's future behavior. Obtained case closure from the WDNR.
- Project Manager for Flexfab Molded Products, Racine, Wisconsin. Responsible for the investigation of a chlorinated solvent plume at a former molded rubber manufacturing facility. Planned and directed the investigative effort that was conducted in a phased manner. Remedial action is nearing completion at this facility.

- Project Manager for Smith Fibercast, Little Rock, Arkansas. Responsible for the investigation of chlorinated solvents at a fiberglass pipe manufacturer. Evaluated the hydrogeologic setting and identified subsurface terrace gravels as the primary conduit for contaminant transport. Activities at the site are ongoing.
- Project Manager/Hydrogeologist for an international paper facility, Menasha, Wisconsin. Responsible for the remedial investigation of groundwater contamination by volatile organics at a paper manufacturer in Menasha, Wisconsin. Working closely with the owner, developed the investigative program and designed a remedial system for contaminated groundwater removal.
- Primary Team Member/Hydrogeologist for the Idaho National Engineering Laboratory, Idaho Falls, Idaho. Responsible for the drilling and sampling program for a closure plan of an identified area of the facility with a higher hazard ranking score (based on an internal audit). The drilling involved 40 bedrock borings ranging from 40 to 280 feet deep. Double-wall reverse circulation drilling was used in the upper unconsolidated sands and gravels and for the basaltic bedrock. Primary author of the final report summarizing the hydrogeological investigation and sampling results.

Transaction due diligence

- Primary Investigator/Project Manager for an energy facility in Two Rivers, Wisconsin. Responsible for a Phase I Environmental Site Assessment as part of a prospective property transaction. The facility included over 1200 acres and multiple buildings.
- Project Manager for a former steel mill in Chicago, Illinois. Responsible for a Phase I Environmental Site Assessment at former steel mill for a 40-acre parcel of the property still developed with a power plant. Coordinated an asbestos sampling program and testing of dielectric fluid in transformers. Prepared the report as part a potential property transaction that would reuse the power plant.
- Project Manager for Holt Electric, Milwaukee, Wisconsin. Responsible for a Phase I Environmental Site Assessment which led to further investigations (Phase II Environmental Site Assessment and an NR 716 Site Investigation) at a former small motor works repair facility. Oversaw the subsurface investigation and prepared a case closure request on behalf of a new owner. The WDNR granted the case closure. Remediation was not required for the site because impacts were associated with an up gradient contaminated site.
- Project Manager for Bostik Findley, Milwaukee, Wisconsin. Responsible for Phase I and Phase II Environmental Site Assessments conducted at a former glue manufacturer. Although the current manufacturing process used water soluble ingredients, historical uses included solvents. The Phase II Environmental Site Assessment identified subsurface impacts by chlorinated solvents under the building.

RCRA/CERCLA

- Project Hydrogeologist and QA/QC Specialist for a steel mill in East Chicago, Indiana. Responsible for an investigation conducted for compliance with a 3013 order. Primary author of four sampling and analysis work plans and a quality assurance project plan. Managed the field work conducted under the approved work plans. Conducted a field audit during sampling activities. Provided data verification and validation for the laboratory analytical work. Co-authored final reports for the investigative efforts. Work is continuing at the site.
- Prepared the Quality Assurance Project Plan for an investigation being conducted at the Proctor Rail Yard in Proctor, Minnesota under and order from the Minnesota Pollution Control Agency. Perform data verification for the laboratory analytical reports generated for the site. Performed a paper audit of the field and sampling activities.

- Health and Safety Officer at Scott Lumber, an EPA removal action site in southern Missouri. Prepared the health and safety plan. Monitored site workers in PPE levels B and C during extremely hot southern Missouri summer weather. Prepared and administered daily safety meetings and confined space entry plan, performed air monitoring of the confined space, maintained health & safety records and administered first aid as required.

Seminars

- Wisconsin Department of Commerce, Consultants Day (PECFA Program Update) April 2006
- Wisconsin Department of Natural Resources, Southeast Region (Consultants Day, October 2004)
- Wisconsin Petroleum Tank Program Update, October 2001
- Turning Brownfields to Gold, April, 1998
- Environmental Law Seminar, Michael Best & Friedrich, 1993
- Proving the Technical Case: Soil and Groundwater Contamination Litigation, University of Wisconsin-Madison Department of Engineering, Professional Development, 1992
- Modeling Pollutant Movement in Groundwater, University of Wisconsin-Madison Department of Engineering, Professional Development, 1986

Publications/Presentations

Due Diligence and Pre-Development Issues, November 2002.

Kevin L. Brehm, P.E.

Associate Engineer/Regional Sciences Manager

Education

Continued Graduate Studies in Environmental Engineering, University of Wisconsin-Milwaukee

B.S., Civil and Environmental Engineering, University of Wisconsin-Madison, 1990

Professional Affiliations

ACEC – Wisconsin

Federation of Environmental Technologists

ASFE

Registrations/Training

Professional Engineer: Wisconsin

Class K Wastewater Treatment Plant Operator, State of Illinois

FRA Railroad Workplace Safety (49 CFR 214 Subpart C)

OSHA HAZWOPER

PECFA Consultant

First Aid/CPR

Awards

Wisconsin Association of Consulting Engineers – 2000 Engineering Excellence Achievement Award for Environmental Remediation Category

Community Activities

Town of Richfield Board of Zoning Appeals (1999-2005)

Experience

Mr. Brehm is currently the business leader for the Milwaukee Region sciences group and previously held the same position for the Milwaukee Region engineering group. He has a strong base of experience in business management, project management, and technical execution. Mr. Brehm has 17 years of progressively responsible positions in the engineering field. His experience includes Brownfields redevelopment; railroad property assessments; Manufactured Gas Plant (MGP) site investigation and remediation; Underground Storage Tank (UST) investigation and remediation; landfill engineering, civil engineering and geotechnical engineering.

Business management experience

- Regional Science Manager – 1999 to 2001 and 2004 to present: Management responsibility for the Milwaukee Region practice (e.g., staff management, business plan development/implementation, and financial management). Managed a staff of 14 to 18 people.
- Regional Engineering Manager – 2001 to 2004: Management responsibility for the Milwaukee Region practice (e.g., staff management, business plan development/implementation and financial management). Managed a staff of 16 to 20 people.

Brownfield experience

- Project Manager, Beerline "B" Redevelopment Area. Project Manager for City of Milwaukee-led area initial evaluation to promote redevelopment of the area. Project Manager for private development of six different developments within the redevelopment area for four developers/owners. Services included initial property acquisition due diligence investigation, geotechnical investigation, site investigation to meet NR 716, WAC requirements, negotiation of approvals with regulators to construct on historic sites, civil engineering, and soil methane gas investigation system design and permitting.
- Project Manager, 5th Ward Redevelopment. Assisted a developer with transaction due diligence and purchase negotiation of a six-acre former chemical plant for future commercial use.

- Project Manager for the Schlitz Park RiverBend Place Manpower brownfield redevelopment. Managed the environmental and engineering aspects of this brownfield redevelopment. Integrated the geotechnical, environmental and civil engineering project requirements into cost-effective and buildable solutions for this 370,000-square-foot office building and seven-level parking structure project.

Railroad property cleanup experience

- Project Manager/Engineer on ten former railroad properties, including switch yards, refueling depots, service areas, locomotive manufacturing facilities and passenger depots. Environmental issues encountered included petroleum from fueling operations, lead from brake service and battery operations, metals from paint operations, chlorinated solvents from degreasing practices, pesticides, PCBs, impacts from wastewater treatment and oil water separators, and non-exempt fills. STS' services included site investigation and remediation, regulatory agency negotiations, Phase I and II environmental site assessments, wastewater treatment plant abandonment, free product removal, expert witness testimony related to municipal condemnation proceedings, and site development assistance.
- Project Manager. Railroad derailment site groundwater containment, extraction and treatment system; oversee and direction the operation, maintenance and monitoring of a remediation site where 22,000 gallons of PCE were spilled. Oversee and direct efforts of a full-time on-site operator. Oversee and direct engineering and construction of site improvements and maintenance activities including on-site road construction and process control instrumentation.

MGP remediation experience

- MGP Program Coordinator. Assisted utility company with management, remediation and successful closure of their former MGP sites for the past ten years. Assisted with overall program scheduling and budgeting as well as regulatory negotiations.
- Project Manager, Watertown MGP site soil and groundwater investigation. Completed a site investigation and remedial alternatives analysis for the site. Groundwater sampling was completed using low-flow sampling techniques to minimize colloids in the groundwater samples and, thereby, obtain groundwater samples representative of the true groundwater quality by not quantifying contaminants adsorbed to solids in the samples. Data obtained during the site investigation was used to support the selection of a remedial alternative.
- Project Manager, Burlington MGP site Interim Remedial Action. Assisted owner with the evaluation and implementation of a fast-track Interim Remedial Action at a site in Wisconsin to provide the soil needed for a pilot bioremediation study for MGP soil remediation, while providing a material benefit toward the ultimate remediation and closure of the site for the owner. Assisted client with regulatory negotiation and approvals. Developed an approach to cost-effectively reduce the soil benzene concentration in-situ by tilling and aeration, completed a pilot test to demonstrate the aeration effectiveness and received agency approval within days to allow for the initiation of construction. Handling of soil as a solid waste rather than hazardous waste resulted in a cost savings of $382,000. Project included contractor retention and construction management.
- Project Manager, Waukesha MGP site soil and groundwater investigation and remediation. Completed subsurface investigation and remediation of a former MGP site and off-site oxide box waste disposal area. Remediation included thermal desorption of 8,000 tons of soil at a specially permitted facility.

- Project Manager, Fort Atkinson MGP site soil and groundwater investigation and remediation. Completed a site investigation of a former MGP site in Wisconsin. River sediment contamination also evaluated. Immuno-assay testing used in the field to dynamically guide the investigation to efficiently complete the site characterization. Developed a natural attenuation model of the site to evaluate the potential to use this low-cost remedial approach. Prepared the site investigation and remedial alternatives evaluation report for submittal to the Department of Natural Resources. Natural attenuation/risk-based approach saved the owner several million dollars. Source area soil removal of 24,000 tons and thermal desorption treatment was designed and implemented. The site was closed in 2002 using natural attenuation to address residual ground water impacts.

Appendix C

Fee Schedule

STS | AECOM

Fee Schedule
Environmental Services

Charges for technical personnel will be made for time spent in the field, in consultation, in preparation of reports and invoices, in administrating contracts and project coordination, and in traveling.

*Overtime will be charged after 8 hours per day; before 7:00 am and after 6:00 pm Monday through Friday; or all day Saturday--technical rate x 1.25. Doubletime will be charged on Sundays or Holidays--technical rate x 2.

Expert Witness Testimony will be billed at the rates shown here x 1.5.

Laboratory test programs will be identified in our proposal and billed out on a lump sum basis. Additional laboratory work will be billed on the following hourly basis plus expenses, expendables and equipment.

The cost of equipment to complete the project will be identified in our proposal.

Drill rig rates include two (2) persons. Additional persons will be charged according to the technical classifications.

Technical Classifications Grade

Senior Principal	Per Hour	$	155.00
Principal	Per Hour	$	140.00
Associate	Per Hour	$	130.00
Senior Consultant	Per Hour	$	110.00
Consultant	Per Hour	$	95.00
Technical Project Staff	Per Hour	$	85.00
Technical Staff	Per Hour	$	75.00
CAD Specialist	Per Hour	$	70.00
Technical Support Staff*	Per Hour	$	48.00
Senior Technician*	Per Hour	$	65.00
Technician*	Per Hour	$	55.00
Survey Crew Chief	Per Hour	$	65.00
Survey Technician	Per Hour	$	55.00

Technical Support Services

Site Safety

Personal Protection Level D	Per Person Per Day	$	60.00
Personal Protection Level C	Per Person Per Day	$	170.00
Personal Protection Level B			Upon Request

Expenses and Expendables

All Expenses to Complete the Project			Cost + 15%
	Per Mile	$	0.65
All Expendables to Complete the Project			Cost + 15%

Wisconsin Sciences -7/08 W08EV1

Appendix D

General Conditions of Service and Certificate of Liability Insurance

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
LOS-000576867-08

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: Lori Bryson (213)-346-5464

06510 -STSPF-CAS-08-09 Milwau

INSURED
STS Acquisition Co.
DBA STS Consultants Ltd.
11425 West Lake Park Drive, Suite 100
Milwaukee, WI 53224

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A ZURICH AMERICAN INSURANCE COMPANY

COMPANY B

COMPANY C Illinois Union Insurance Company

COMPANY D American Home Assurance Company

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLO 5965891 00	04/01/08	04/01/09	GENERAL AGGREGATE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,000,000
					FIRE DAMAGE (Any one fire)	$ 1,000,000
					MED EXP (Any one person)	$ 5,000
A	AUTOMOBILE LIABILITY	BAP 5965893 00	04/01/08	04/01/09	COMBINED SINGLE LIMIT	$ 5,000,000
	[X] ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
D	EXCESS LIABILITY	5380764	04/01/08	04/01/09	EACH OCCURRENCE	$ 3,000,000
	[X] UMBRELLA FORM				AGGREGATE	$ 3,000,000
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
C	OTHER ARCHITECTS & ENG. PROFESSIONAL LIAB.	EON G21654693 002 ""CLAIMS MADE""	04/01/08	04/01/09	$1,000,000 PER CLAIM/AGGREGATE DEFENSE INCLUDED	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SAMPLE FOR BIDDING PURPOSES ONLY.

CERTIFICATE HOLDER

STS Acquisition Co.
DBA STS Consultants, Ltd.
11425 West Lake Park Drive
Milwaukee, WI 53224

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services
BY: David Denihan

MM1(3/02) VALID AS OF:03/29/08

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

4/1/2009

DATE (MM/DD/YYYY) 4/1/2008

PRODUCER
Lockton Companies, LLC-L Los Angeles
19800 MacArthur Blvd., Suite 550
CA License #0F15767
Irvine CA 92612
949-252-4400

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
1078919
STS Acquisition Co.
dba: STS Consultants, Ltd.
11425 W. Lake Park Drive, Suite 100
Milwaukee WI 53224

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Company	23841
INSURER B: Insurance Company of the State of PA	19429
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES AECTE01 OE

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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					
		COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ XXXXXXX
		CLAIMS MADE ☐ OCCUR	NOT APPLICABLE			DAMAGE TO RENTED PREMISES (Ea occurence)	$ XXXXXXX
						MED EXP (Any one person)	$ XXXXXXX
						PERSONAL & ADV INJURY	$ XXXXXXX
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ XXXXXXX
		POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$ XXXXXXX
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
		ALL OWNED AUTOS					
		SCHEDULED AUTOS	NOT APPLICABLE			BODILY INJURY (Per person)	$ XXXXXXX
		HIRED AUTOS				BODILY INJURY (Per accident)	$ XXXXXXX
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ XXXXXXX
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$ XXXXXXX
		ANY AUTO	NOT APPLICABLE			OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
						AGG	$ XXXXXXX
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ XXXXXXX
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$ XXXXXXX
			NOT APPLICABLE				$ XXXXXXX
		DEDUCTIBLE ☐ UMBRELLA FORM					$ XXXXXXX
		RETENTION $					$ XXXXXXX
A		WORKERS COMPENSATION AND	WC1929178 (AOS)	4/1/2008	4/1/2009	X WC STATU-TORY LIMITS ☐ OTH-ER	
A		EMPLOYERS' LIABILITY	WC1929179 (CA)	4/1/2008	4/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC1929181 (FL)	4/1/2008	4/1/2009	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below No	WC1929182 (OR)	4/1/2008	4/1/2009	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A		OTHER	WC1929184 (OH,WA,WI,WV,WY)	4/1/2008	4/1/2009	Statutory Limits - See Above	
A		Worker's Compensation	WC1929183 (TX)	4/1/2008	4/1/2009		
B			WC1929180 (MA)	4/1/2008	4/1/2009		

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

CERTIFICATE FOR INFORMATIONAL PURPOSES ONLY. BLANKET ADDITIONAL INSURED STATUS APPLIES ON GENERAL LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT VIA CG2010 10/01. BLANKET ADDITIONAL INSURED STATUS APPLIES ON AUTO LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSUREDS APPLIES WHERE REQUIRED BY WRITTEN CONTRACT ON GENERAL LIABILITY, AUTO AND WORKERS COMPENSATION. PER PROJECT AGGREGATE APPLIES. UMBRELLA POLICY IS FOLLOWING FORM.

CERTIFICATE HOLDER

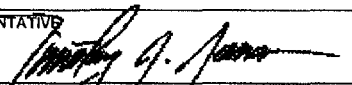
2907463

FOR INFORMATIONAL PURPOSES ONLY
11425 W LAKE PARK DR SUITE 100
MILWAUKEE WI 53224

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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



For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'AECTE01'.

STS
General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in STS' Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by STS for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on STS (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by STS' authorized representative.

Section 1: Scope of Work

a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs STS to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and STS as soon as practicable. STS, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, STS may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay STS for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

Section 2: Billings and Payments

a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. STS shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. For all amounts unpaid after 30 days from the invoice date, as set forth on STS' invoice form, the Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, eighteen percent (18%) annually. The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.

b. The Client shall provide STS with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.

c. The Client's obligation to pay for the services performed by STS under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to STS. Client further agrees to pay STS any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration, or other dispute resolution costs, and all court costs.

d. If any subpoena or court order is served upon STS and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of STS' staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of STS' services performed under this Agreement, Client will pay STS' fees (if any) applicable to STS' compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon STS of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing, duplicating documents, preparing to give testimony, travel, and testifying in deposition or trial.

Section 3: Right of Access

a. If services to be provided under this Agreement require the agents, employees, or contractors of STS to enter onto the Project site, Client shall provide right-of-access to the site to STS, its employees, agents and contractors, to conduct the planned field observations or services.

b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to STS all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold STS harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.

c. STS reserves the right to deviate a reasonable distance from prescribed or selected exploratory boring or test pit locations.

d. STS shall take reasonable precautions to minimize damage to the site due to its operations, but STS has not included in its fee, and is not responsible for, the cost of restoration for any damage resulting from its operations. At the Client's request and for additional fee, STS will, to the extent reasonably practicable, restore the site to conditions substantially similar to those existing prior to STS' operations.

Section 4: Safety

a. It is understood and agreed that, with respect to Project site health and safety, STS is responsible solely for the safe performance by its field personnel of their activities in performance of the required services. It is expressly agreed that STS' professional services hereunder

do not involve any responsibility for the protection and safety of persons on and about the Project nor is STS to review the adequacy of job safety on the Project. It is further understood and agreed, and not in limitation of the foregoing, that STS shall not be in charge of, and shall have no control or responsibility over any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports, or other similar mechanical contrivances or safety devices as defined and interpreted under any structural work act or other statute, regulation, or ordinance relating in any way to Project safety.

b. Unless otherwise specifically provided in this Agreement, Client shall provide, at its expense, facilities and labor necessary to afford STS field personnel access to sampling, testing, or observation locations in conformance with federal, state, and local laws, ordinances, and regulations specifically, including, but not limited to regulations set forth in OSHA 29 CFR 1926.

c. If, in STS' opinion, its field personnel are unable to access required locations and perform the required services in conformance with federal, state, and local laws, ordinances and regulations due to Project site conditions or operations of other parties present on the Project site, STS may, at its discretion, suspend its services until such conditions or operations are brought into conformance with applicable laws, ordinances and regulations. If, within a reasonable time, operations or conditions are not in conformance with applicable laws, ordinances, and regulations, STS may, at its discretion, terminate this Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay STS for services and termination expenses as set forth in Section 15 of this Agreement.

d. Current regulations promulgated by the Occupational Safety and Health Administration (OSHA) require that a "competent person" conduct inspections of excavations and review any supporting system if workers are to enter the excavations. See OSHA 29 CFR Part 1926 (Subpart P). Under the scope of work incorporated in this Agreement, STS does not provide and has not assumed any duties of inspection and/or monitoring of excavations required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P). STS has neither been assigned nor assumed the authority required of the "competent person" under OSHA 29 CFR Part 1926 (Subpart P).

Section 5: Samples

a. Unless otherwise specifically provided in this Agreement or amendments thereto, STS reserves the right to discard samples immediately after testing. Upon request, the samples will be shipped (shipping charges collected) or stored at the rate indicated in the fee schedule attached.

Section 6: Reports and Ownership of Documents

a. STS shall furnish up to six (6) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of STS reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations, and estimates are and remain the property of STS. Client agrees that all reports and other work product furnished to the Client not paid for in full will be returned upon demand and will not be used for any purpose, including, but not limited to design, construction, permits, or licensing.

Section 7: Standard of Care

a. STS represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional engineering community practicing under similar conditions at the same time in the same or similar locality.

b. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE RENDITION OF CONSULTING SERVICES OR BY FURNISHING ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE.

c. Any exploration, testing, surveys, and analysis associated with the work will be performed by STS for the Client's sole use to fulfill the purpose of this Agreement and STS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys, or explorations and the information and recommendations developed by STS are based solely on the information available.

d. STS is not responsible for supervising, directing, controlling, or otherwise being in charge of the construction activities at the Project site; or supervising, directing, controlling or otherwise being in charge of the actual work of the contractor, its subcontractors, or other materialmen or service providers not engaged by STS.

Section 8: Hazardous Substances

a. Upon entering into this Agreement, the Client shall notify STS of all such hazardous substances which it knows or which it reasonably suspects are or may be present at or contiguous to the Project site or which may otherwise affect the services to be provided. Thereafter, such notification to STS shall be required as soon as practicable after the Client discovers either the presence of hazardous substances which were not previously disclosed, increased concentrations of previously disclosed hazardous substances, or facts or information which cause the Client to reasonably suspect the presence of any such hazardous substances. Hazardous substances shall include, but not be limited to, any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample and whether it exists in a solid, liquid, semi-solid, or gaseous form.

b. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where asbestos, dust, fumes, gas, noise, vibrations, or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall immediately notify STS of such conditions, potential health hazard, or nuisance which it knows, should know, or reasonably suspects exists and, thereafter, STS is authorized by the Client to take all reasonable

measures STS deems necessary to protect its employees against such possible health hazards or nuisance. The reasonable direct cost of such measures shall be borne by the Client.

c. Following any disclosure as set forth in the preceding paragraphs, or if any hazardous substances or conditions are discovered or reasonably suspected by STS after its services are undertaken, STS may, at its discretion, suspend its services until reasonable measures have been taken at the Client's expense to protect STS' employees from such hazardous substances or conditions. Whether or not STS suspends its services in whole or in part, the Client and STS agree that the scope of services, terms, and conditions, schedule, and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, or STS may, at its discretion, terminate the Agreement. In the event that this Agreement is terminated pursuant to this Section, the Client shall pay STS for all services rendered prior to termination and all termination expenses as set forth in Section 15 of these General Conditions of Service.

d. In the event that services under this Agreement may involve or relate to hazardous substances, or constituents, including hazardous waste (as defined by federal, state, or local statutes, regulations or ordinances), whether or not involvement or relationship was contemplated at the time this Agreement was made or when services by STS began under this Agreement, the following conditions shall also be incorporated into the Agreement and be made applicable thereto:

d.1. In the event that samples collected by or received by STS on behalf of the Client contain hazardous substances or constituents, including hazardous waste, STS will, after completion of testing and, at Client's expense, (1) return such samples to Client, or (2) upon written request and using a manifest signed by the Client as generator, release such samples to a carrier selected by the Client to be transported to a location selected by the Client for final disposal. The Client agrees to pay all costs associated with the storage, transport, and disposal of samples. The Client recognizes and agrees that STS is acting as a bailee and at no time assumes title to said samples or substances.

d.2. All laboratory and field equipment contaminated in performing services under this Agreement which cannot be reasonably decontaminated shall become the property and responsibility of the Client. All such equipment shall be delivered to the Client or disposed of in a manner similar to that indicated for hazardous samples above. The Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated and all other costs associated with the storage, transport, and disposal of such equipment.

Section 9: Construction Monitoring Services

a. "Construction Monitoring Services" is defined as services, furnished by STS to the Client, which are performed for the purpose of evaluating and/or documenting general conformance of construction operations or completed work with Project specifications, plans, and/or specific reports of the Project. Such services may include taking of tests or collecting samples of natural or manmade materials at various locations on a project site, and making visual observations related to earthwork, foundations, and/or materials. If the services to be provided by STS under this agreement include or are amended to include Construction Monitoring Services, the provisions of this Section 9 shall be an integral part of this agreement and applicable thereto.

b. The presence of STS field personnel will be for the purpose of providing the client with a professional service based on observations and testing of the work which is performed by a contractor, subcontractor, or other materialmen or service provider. Such services will only be those specifically requested by the Client and agreed to by STS. Discrepancies between construction operations or completed work and project requirements which are noted by STS field personnel will be referred to the Client, or the Client's representative, as designated prior to STS' involvement in the project.

c. It is understood and agreed by the Client that the observation and testing of natural and/or man-made materials by STS in no way implies a guarantee or warranty of the work of the contractor, subcontractor, or other materialmen or service providers, and the services rendered by STS will in no way excuse such contractor, subcontractor, or other materialmen or service providers from liability in the event of subsequently discovered defects, omissions, errors or other deficiencies in their work. The presence or absence of STS on the Project site will not affect any obligation of any contractor, subcontractor, or other materialmen or service providers to perform in accordance with the specifications and plans of the Project. The Client further understands that STS is not a quality assurance representative for any contractor, subcontractor, or other materialman or service provider on the Project.

d. The Client agrees to supply STS with specifications, plans, and other necessary material for the Project pertinent to providing its services.

e. Due to the nature of its services, observing and field testing the work of contractors, subcontractors, or materialmen or service providers on the Project, STS cannot always be responsible for the schedule or length of time its field personnel remain on the Project site. The time STS' field personnel spend on the Project site is dependent upon the schedule of the contractor, subcontractor or materialman, or service provider whose work they are observing and/or testing. STS shall make reasonable effort to utilize its time on the Project site judiciously, but the Client understands and agrees that any delays, cancellations, rescheduling, overtime or other construction activities that may alter the anticipated number of hours and the anticipated costs of STS on the Project site and that are beyond the control of STS field personnel are legitimate and chargeable time and will be invoiced at the rates designated in the attached fee schedules.

f. Part-time work is defined as Construction Monitoring Services provided by STS where its field personnel are on the Project less than five (5) working days per week or less than forty (40) hours per week, or both. It is agreed that the Client will furnish STS with a minimum of one working day's notice, or twenty-four (24) hours notice, whichever is greater, on any part-time work of STS if field personnel are requested. STS shall make reasonable effort to provide field personnel on all projects, but reserves the right to schedule its field personnel as it deems appropriate, including the scheduling of different field personnel from day to day on any given part-time project of STS. The Client agrees to inform STS of the anticipated services required by STS field personnel on any day, including but not restricted to the kind and number of tests to be required and the anticipated amount of time the field personnel will be required on the Project site.

g. The Client agrees that STS shall charge a minimum of four (4) hours for any part-time Construction Monitoring Services, regardless of the actual number of hours utilized. All field personnel charges will be made on a portal-to-portal basis. Mileage to and from the Project site

will be billed at the rate designated in the attached fee schedules as will any office engineering time needed to review, evaluate or analyze the field data. All calls made by the Client or the Client's representative to cancel requested part-time STS field personnel must be received by STS in time for STS to notify field personnel before they leave for the Project site. STS will make reasonable effort to contact its field personnel as quickly as possible, but reserves the right to bill the Client the four-hour minimum charge in the event STS received a cancellation call too late for it to intercept the field personnel enroute to the Project site.

Section 10: Opinions of Cost

a. STS' opinions of probable total Project costs and Project construction costs, if any, provided as part of the services under this Agreement are made on the basis of STS' knowledge, experience, and qualifications and represent STS' judgment as an experienced and qualified professional engineer, familiar with the construction industry; but STS cannot and does not guarantee that proposals, bids, or actual total Project costs or Project construction costs will not vary from opinions of probable cost provided by STS.

Section 11: Shop Drawings

a. In the event that the scope of services includes review and approval of Shop Drawings or other data which contractor(s) are required to submit, STS' review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Project plans and specifications and shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

b. STS' review and approval of Shop Drawings or other data shall not relieve the contractor(s) from responsibility for any variation from the requirements of the plans and specifications unless the contractor(s) has, in writing, called STS' attention to each such variation at the time of submission and STS has given written approval of each such variation by a specific written notation incorporated into or accompanying the Shop Drawing or other data. Approval by STS will not relieve the contractor(s) from responsibility for errors or omissions in the Shop Drawings or other data.

c. STS will accept Shop Drawings or other data submittals only from the contractor(s) required by the Project contract documents to furnish the Shop Drawings or data. STS will reasonably promptly review and approve, or take other appropriate action in regard to, Shop Drawings or data properly submitted to STS.

Section 12: Allocation of Risk

a. IT IS AGREED THAT THE CLIENT'S MAXIMUM RECOVERY AGAINST STS FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS $50,000 OR THE AMOUNT OF STS' FEE, WHICHEVER IS GREATER. IT IS EXPRESSLY AGREED THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AGAINST STS FOR PROFESSIONAL SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IS THE AWARD OF DAMAGES NOT TO EXCEED THE STIPULATED $50,000 FIGURE, OR THE AMOUNT OF STS' FEE, WHICHEVER IS GREATER. IN NO EVENT SHALL STS BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR CLIENT'S LOSS OF PROFITS, DELAY DAMAGES, OR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE ARISING AT ANYTIME OR FROM ANY CAUSE WHATSOEVER.

b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without STS' written consent will be at Client's sole risk and without liability or legal exposure to STS or to STS' contractor(s) and Client shall indemnify and hold harmless STS and STS' contractor(s) from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

c. Under no circumstances shall STS be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.

d. If any claim, suit, or legal proceeding, including but not limited to arbitration or meditation, (collectively "claim") arising out of the services under this Agreement is asserted against STS by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend STS from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of STS.

d.1 In no event shall continuation of Client's obligation to defend STS, as stated above, be conditional upon STS' contributing any sums of money toward settlement of any claim. In the event STS is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify STS for those damages awarded in excess of its pro rata share.

d.2 In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of STS, Client's obligation to indemnify STS for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to STS' negligence. STS shall reimburse Client for such proportionate defense costs incurred by client in defending STS as required by this paragraph 12.d.

e. Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless STS and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by STS from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against STS which arise out of, are related

to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e. is intended to indemnify, or shall be construed as indemnifying, STS with respect to claims, losses, expenses or damages to the extent caused by STS' own negligent acts or omissions.

Section 13: Liability Insurance

a. STS represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that STS has coverage under liability insurance policies which STS deems reasonable and adequate. Upon request, STS shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by STS, or increased limits of liability in STS' liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the liability of STS to the limits of STS' insurance. STS shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

Section 14: Dispute Resolution

a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and STS shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and STS within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

c. Notwithstanding any other provisions of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of STS' participation in the Project, whichever date shall occur earlier.

d. All mediation or arbitration shall take place in Chicago, Illinois unless Client and STS agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

Section 15: Termination

a. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. The only exceptions to this seven-day written notice condition are STS' rights to terminate this Agreement as set forth in Sections 1, 4 and 8 of the Agreement.

b. In addition, STS may terminate this Agreement if the Client suspends STS' services for more than sixty (60) consecutive days through no fault of STS.

c. If this Agreement is terminated, STS shall be paid for services performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and re-assignment adjustments and all other related costs incurred directly attributable to termination.

Section 16: Employment

a. Client agrees that, prior to the completion of STS' services on the Project, Client and its officers, agents or employees shall neither (1) offer employment to STS' employees, (2) advise STS' employees of employment opportunities with Client, Client's parent or affiliate organization(s), if any, nor (3) inquire into employment satisfaction of STS' employees.

Section 17: Independent Contractor

a. The relationship between the Client and STS created under this Agreement is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto and no such person or entity is intended to be or shall be construed as being, a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by STS' authorized representative.

Section 18: Severability

a. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Section 19: Section Headings

a. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein.

Section 20: Survival

a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and STS shall survive the completion of services and the termination of this Agreement.

Section 21: Assigns

a. Neither the Client nor STS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

Section 22: Choice Of Law

a. This Agreement shall be governed by the law of the State of Illinois.

Section 23: Written Notice

a. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

Appendix E

DERF Site Investigation Bid Summary Documents

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: One Hour Martenizing, 301 Main Street, Racine	Facility Name: One Hour Martenizing	BRRTS # 02-52-552198

Consultant Selected

Consultant Name:	Consultant Address:

Summary of Costs:

Consultant Name: STS	
Consulting costs:	$5,743.50
Drilling costs:	$2,445.00
Analytical costs:	$720.00
Miscellaneous costs:	$1,365.00
Total Costs:	$10,273.50

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:		

DERF Site Investigation Bid Sheet
Consultant Bid Summary

Site Information

Site Name: One Hour Martenizing, 301 Main Street, Racine

Consultant Name: STS	Applicant Name Douglas Berry

Bid Summary

Drilling Costs Total =	**$2,445.00**
Analytical Costs Total =	**$720.00**
Consulting Costs Total =	**$5,743.50**
Misc Costs Total =	**$1,365.00**
Grand Total =	**$10,273.50**

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
Joann Tan	10/20/08

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

Consultant: STS
Site: One Hour Martinizing
BRRTS #:02-52-552198
Date: October 16, 2008

DERF SIte Investigation Bid Summary Sheet
Drilling 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						
Hollow Stem Auger	0 ft to 20 ft	3	1	60	$13/foot	$780
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						$100
Mobilization Costs						$400
Auger Borings (continuous sampling)						
	___ ft to ___ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify split spoon sampling interval)						
	___ ft to ___ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Direct Push Borings (per point)						
	< ___ ft depth					
Soil Probe for soil sampling	0 ft - 20 ft depth	3	1	60	$13/foot	$780
	> ____ ft depth					
Decontamination Costs						
Mobilization Costs						
Well Development (if done by subcontractor)						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums		4			$40/each	$160
Flush Mount Covers		3			$75/each	$225
Protector Pipes						
Total Drilling Costs						$2,445

Consultant: STS
Site: One Hour Martinizing
BRRTS #:02-52-552198
Date: October 16, 2008

DERF SIte Investigation Bid Summary 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	60	7	8260							$420.00
TCLP										$0.00
RCRA Metals										$0.00
Duplicate Analyses										$0.00
Blank Analyses										$0.00
Other: Total organic carbon	40	3	M9060							$120.00
										$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	60	3	8260							$180.00
Nitrate*										$0.00
Dissolved Oxygen*										$0.00
Temperature*										$0.00
Ferrous Iron*										$0.00
Sulfate*										$0.00
Sulfide*										$0.00
ORP*										$0.00
pH*										$0.00
TOC*										$0.00
Alkalinity*										$0.00
Chloride*										$0.00
Spec. Conductance*										$0.00
Ethene/Ethane/Methane*										$0.00
Hydrogen*										$0.00
Carbon Dioxide*										$0.00
RCRA Metals										$0.00
Duplicate Analyses										$0.00
Blank Analyses										$0.00
Other: (Specify)										$0.00
										$0.00
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)										
										$0.00
										$0.00
Miscellaneous (specify)										
										$0.00
										$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										$720.00

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

Consultant: STS
Site: One Hour Martinizing
BRRTS #:02-52-552198
Date: October 16, 2008

DERF SIte Investigation Bid Summary Sheet
Consultant Costs

		Hours/Task																		
Position (specify)	Hourly Rate	Workplan Development	Access	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)			Total Costs
Professional Staff																				
Senior Principal	155													2		1				$465.00
Senior Consultant	110		2			1	1							20		1				$2,750.00
																				$0.00
																				$0.00
																				$0.00
Field Staff																				
Technical Staff	85					10	4		3.5		5									$1,912.50
																				$0.00
																				$0.00
																				$0.00
																				$0.00
																				$0.00
Office Support Staff																				
Drafting	70													4						$280.00
Clerical	48		1											4		2				$336.00
																				$0.00
																				$0.00
																				$0.00
Total Consulting Costs																				$5,743.50

Consultant: STS
Site: One Hour Martinizing
BRRTS #:02-52-552198
Date: October 16, 2008

DERF SIte Investigation Bid Summary Sheet
Miscellaneous Costs

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal					
	Non-Hazardous	Drum	150	6	$900.00
	Hazardous				
Equipment Rental (list and include shipping costs if applicable)					
Field Supplies (list)					
pH, D.O., ORP Meter		Day	60	1	$60.00
Locks		each	10	3	$30.00
Peristaltic pumpw/disp tubing		Day	30	1	$30.00
Surveying					
Total Station		Day	100	1	$100.00
Personal Protection Equipment (list)					
PID		Day	85	2	170
Sample Shipping Costs					
Other (specify)					
Concrete corigng machine		day	75	1	$75.00
Total Miscellaneous Costs					$1,365.00

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.