



Douglas L. Berry
President
BMP Realty
3319 Nobb Hill Drive
Racine, WI 53406

ARCADIS
126 North Jefferson Street
Suite 400
Milwaukee
Wisconsin 53202
Tel 414.276.7742
Fax 414.276.7603
www.arcadis-us.com

Subject:

Sealed Proposal, Scope of Work and Cost Estimate for Investigation Activities, Martinizing Dry Cleaning, 301 Main Street, Racine, Wisconsin. Bureau of Remediation Redevelopment Tracking System (BRRTS) No. 02-52-552198

ENVIRONMENT

Dear Mr. Berry:

Date:
21 October 2008

Thank you for your consideration of ARCADIS for the completion of site investigation services at the Martinizing Dry Cleaning Facility located at 301 Main Street, Racine, Wisconsin (the Site). In accordance with the Request for Proposal (RFP) dated September 22, 2008, we have prepared a scope of work and cost estimate for the investigation services at this Site. A description of our qualifications to complete the work is also included. It is understood that this release is associated with dry cleaning operations on the property. Costs associated with the investigation of this release should be eligible for reimbursement under the Dry Cleaner Environmental Response Program (DERP). Because of the potential for reimbursement, this scope of work was prepared in accordance with NR 169, Wis. Admin. Code.

Contact:
Jim Bannantine

Phone:
414.276.7742

Email:
james.bannantine@arcadis-us.com

Project Background

An "Initial Site Investigation Scoping" report was prepared by STS of Milwaukee, Wisconsin dated July 23, 2008. The report documents the installation of one Geoprobe soil boring to a depth of 20 feet below ground surface, and collection of a soil sample from 1-2 feet below ground surface. Tetrachloroethene (PCE), was detected at a concentration of 27,600 micrograms per kilogram in this sample. A groundwater sample was collected from a temporary well installed within this soil boring, and two volatile organic compounds (VOCs) were detected in the sample. PCE was detected at a concentration of 3 micrograms per liter ($\mu\text{g/L}$), which exceeds the Preventive Action Limit (PAL) but is below the Enforcement Standard (ES). Naphthalene was detected at a concentration of 5.5 $\mu\text{g/L}$, which is below the PAL and ES for that compound. The Wisconsin Department of Natural Resources (WDNR) has assigned BRRTS # 02-52-552198 to the Site.

Scope of Work

Based on the RFP, the intent of the Site investigation is to define the extent of soil and groundwater impacts and evaluate the vapor intrusion pathway, and to obtain information for identifying a feasible and cost-effective remedy. ARCADIS has developed a scope of work for completing the Site investigation in accordance with Chapters NR 716, Chapter 140, and Chapter NR 169, Wis. Admin. Code. The scope of work consists of the following elements:

- Submit a site investigation work plan to the WDNR for review.
- Project management activities including preparation of a Health and Safety Plan, contracting, scheduling and project coordination activities.
- Installation of two subslab (interior) soil vapor probes for soil gas sample collection. Collect soil gas samples from the vapor probes for laboratory VOC analysis.
- Completion of four monitoring wells to evaluate soil and groundwater quality. Costs for a piezometer are included as a provisional task if determined to be necessary.
- Collection of soil samples from the monitoring wells for laboratory analysis of VOCs.
- Collection of groundwater samples for VOCs. In accordance with DERP requirements, this proposal contains costs for four rounds of groundwater samples from the monitoring wells for laboratory analysis of VOCs.
- During the second sample collection round, collect groundwater samples for total organic carbon (TOC) analysis. TOC is the primary factor along with changing contaminant concentrations in the evaluation of natural attenuation as a groundwater remedy for PCE. The TOC analysis is included as a provisional task and will only be performed if chlorinated VOCs are detected during the first sample collection round.
- Perform hydraulic conductivity testing for each of the monitoring wells.
- Survey the location and top-of-casing elevations of the wells.

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- Dispose of investigative-derived waste from the facility.
- Perform a receptor survey of the area.
- Prepare a site investigation report in accordance with NR 716 and DERP requirements.

The following sections present a brief summary of the proposed investigation activities.

Site Investigation Work Plan

Following review and approval of this proposal, ARCADIS will submit a site investigation work plan to the WDNR. The work plan will include the scope elements described in this proposal.

Contractor Procurement, Permit, and Preparation of Field Health and Safety Plan

ARCADIS is committed to “Zero Accident” performance in all phases of work. Through an integrated safety management approach to work, hazards are mitigated and “Zero Accident” performance is strived for at every level of company operations. ARCADIS will develop a Health and Safety Plan tailored specifically for the project.

ARCADIS will contract with the drilling and laboratory firms, coordinate the field activities, and provide project management and coordination activities throughout the project.

Installation and Sampling of Soil Vapor Probes

Two soil vapor probes are proposed within the building to evaluate the vapor intrusion pathway. The probes will consist of 1-inch diameter soil borings, installed using a hammer drill, to a depth of approximately 6 to 12 inches beneath the concrete floor slab. A brass flush-mount well cover will be installed over each probe to provide access to the well and protect the wellhead from damage. ARCADIS will collect a soil vapor sample from each soil vapor probe. Each probe will be purged with a sample pump. The probe will then be connected to a summa canister. The canister valve will be opened, and the vacuum in the canister will withdraw a vapor sample. The canister will be sealed and submitted to a laboratory for analysis of VOCs using United States Environmental Protection Agency Method TO-15.

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Soil Borings and Installation of Monitoring Wells

A total of four monitoring wells are proposed for this Site. Limited groundwater contamination was identified during the initial screening investigation performed at this Site. However, the presence of soil impact suggests that groundwater may be impacted at other locations at the Site. The WDNR typically requires groundwater data collected from monitoring wells to assess groundwater quality.

The wells will be installed in boreholes using hollow-stem auger drilling techniques. Prior to well installation, soil samples will be collected from the borings at 2-foot vertical intervals to provide a continuous profile of the subsurface materials at each boring location. Logs will be prepared for each boring in accordance with WDNR requirements and will present both the classification and properties of the materials encountered. Field screening will be performed on each collected soil sample to assess the potential for soil vapor and to provide a preliminary assessment of soil impact at the drilling location.

The groundwater monitoring wells will be drilled to estimated depths of 18 feet below land surface. Following completion of each boring, the wells will be constructed inside of the hollow-stem augers. The monitoring wells will consist of a 2-inch diameter Schedule 40 polyvinyl chloride (PVC) riser and a 10-foot length of 2-inch diameter Schedule 40 PVC well screen. Upon positioning the screen and riser within the boring, the annular space between the screen and boring will be filled with a silica sand filter pack, fine sand seal, and 5 feet of bentonite. The remainder of the annular space will be sealed with bentonite-cement grout, and a flush-mount well vault will be installed at the ground surface.

After construction, the wells will be developed in accordance with the requirements of NR 141. Well development will consist of surging and purging the well, and removing an appropriate volume of water from each monitoring well.

One soil sample from each monitoring well borehole (four total) will be submitted for laboratory VOC analysis. Soil samples collected for laboratory analysis will be placed into clean, laboratory-supplied containers and preserved in accordance with the selected analytical methodology. The samples will be placed in coolers with ice and shipped to a Wisconsin-certified laboratory in accordance with standard chain-of-custody procedures.

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Collection of Groundwater Samples

After well development, groundwater samples will be collected from each of the monitoring wells. Conventional bailer sampling methods can alter sensitive biological parameters such as dissolved oxygen. To obtain more representative groundwater samples, low-flow sampling will be utilized. This technique also has the advantage of producing less water that requires disposal. If the low-flow sampling method is not possible because of hydrogeologic conditions, traditional bailer sampling methods will be employed.

A downhole probe will be lowered down each well to measure aquifer parameters such as temperature, pH, dissolved oxygen, and oxidation-reduction potential. Water will be pumped from the aquifer at a low flow rate until the probe readings stabilize. Samples will be placed in clean, laboratory-supplied sample containers, and placed in a cooler filled with ice. The samples will be submitted for laboratory analysis of VOCs.

Hydraulic Conductivity Testing

Concurrent with one of the groundwater sampling events, ARCADIS will perform in-situ hydraulic conductivity tests on the monitoring wells to evaluate the hydraulic properties adjacent to each of the monitoring well screens. ARCADIS will perform baildown tests to measure horizontal hydraulic conductivity in the immediate vicinity of the well screen. The method consists of quickly removing a volume of water in the well and recording the subsequent change in water levels over time, as the water level recovers to static conditions. A laptop with Win-Situ software and a pressure transducer will be used to measure and record changes in the water levels. The data will be analyzed utilizing the Aqtesolv™ computer program using the Bower and Rice (1976) method for unconfined aquifers.

Surveying

ARCADIS will survey the well locations and elevations. The location, ground surface, and casing elevation at each monitoring well and piezometer will be surveyed to evaluate groundwater flow direction and vertical and horizontal gradients.

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Disposal of Investigative-Derived Wastes

During the installation of wells, auger cuttings will be generated. These cuttings will be placed into 55-gallon drums and stored on Site. Groundwater produced during development and sampling will also be placed into drums pending disposal. For estimating purposes, it is assumed that four drums of soil and four drums of water (three drums for development and one drum per quarter for groundwater sampling) will be generated during this phase of investigation.

ARCADIS will contact a licensed disposal facility and arrange for the transportation and disposal of the drummed materials. One soil sample will be collected from the soil cuttings for analysis of waste characteristics. Because the soil and water may contain chlorinated VOCs, these investigative-derived wastes may need to be managed as a hazardous waste. The final disposal costs will be dependent upon the laboratory data and whether the material can be managed as a solid waste or a hazardous waste. For estimating purposes, it is assumed that the investigative-derived will not require management as a hazardous waste.

Receptor Survey

ARCADIS will perform a receptor survey for this project. The receptor survey will identify potential sensitive environments at and near the Site that could be adversely affected by the release. Potential receptors include utility corridors, surface water bodies, basements and enclosed spaces, potable wells, animal habitats, and others. The results of the receptor survey will be included in the Site investigation report.

Reporting

ARCADIS will prepare a Site Investigation Report in accordance with NR 716. The report will outline the scope of work completed during the investigation, the procedures followed in the field, and provide a summary of the results. The report will present a summary of the geologic conditions, contaminant distribution, and an assessment of whether contaminants are naturally degrading. The report will be prepared in draft format for your review. Your comments regarding the draft report will be incorporated into the final report, which will be submitted to the WDNR.

ARCADIS will also provide periodic verbal status reports to you during the course of this investigation. These reports will consist of periodic calls to coordinate field activities and discuss the investigative data. The purpose of these discussions will be to provide you with information on progress, to amend the investigation as

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necessary, and to begin the development of a remedial strategy consistent with the long-term plans of the Site.

Project Schedule

ARCADIS will begin work immediately following receipt of written authorization to proceed from the WDNR and execution of a Services Agreement. The field schedule will depend upon contractor availability and weather conditions. ARCADIS would be pleased to provide a schedule of activities upon authorization to proceed with this project.

Estimated Costs

ARCADIS will conduct the proposed scope of work for an estimated cost of **\$22,413**. These costs include all labor and subcontractor services. Table 1 includes a breakdown of the project costs for the proposed work and the unit rates and estimates of hours to be worked by ARCADIS. In addition, Table 1 also presents unit rates and the estimated number of units (i.e., number of samples for analysis) for the subcontracted services. The proposed scope of work will be invoiced on a time and materials basis in accordance with the unit rates provided in Table 1. A specimen Services Agreement is presented in Appendix A. A completed WDNR Form 4400-233 is included in Appendix B.

Provisional Tasks and Associated Costs

ARCADIS believes that the proposed scope of work should adequately provide the data required to assess potential remediation alternatives for the Site. However, unknown conditions may be encountered that would require additional investigation. No proposal for investigation can anticipate potential findings. ARCADIS offers these provisional tasks to provide costs for some of the more common scenarios we have encountered on projects similar to this. These additional scope items will not be implemented without WDNR approval so as to preserve eligibility under the DERP program. However, if any of these provisional task items are required, the approval process may be accelerated since the costs are already outlined in this proposal. The estimated cost to complete the provisional tasks, if needed, are provided in Table 2.

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Provisional Cost Item 1: Piezometer Installation

PCE and its daughter products are denser than water. Elevated concentrations of PCE or its daughter products may be an indication of free phase product which would migrate downward as well as in the direction of groundwater flow. Given that only limited chlorinated solvents have been detected in the groundwater to date, a piezometer was not included in the base scope of work. However, a piezometer may be required by the WDNR to assess this potential migration route if elevated chlorinated solvent concentrations are detected in the groundwater during the proposed investigation phase. Thus, we have included costs for installation of one piezometer with a screen from 30 to 35 feet below ground surface as a provisional scope of work.

Provisional Cost Item 2: Total Organic Carbon Analysis

Chapter NR 169 Wisconsin Administrative Code requires that natural attenuation be evaluated as a potential groundwater remedy. Natural attenuation of chlorinated solvents such as PCE can be evaluated using the following:

- Decreasing PCE concentrations.
- Presence of daughter products, indicating that PCE is being biologically destroyed.
- Availability of sufficient TOC in the groundwater to facilitate biological degradation.

The first two lines of evidence can be evaluated through standard VOC analysis. The third line of evidence can be evaluated through collection of TOC from the groundwater monitoring wells. However, analysis for natural attenuation may not be necessary if VOCs are not detected in the groundwater monitoring wells. Based on the lack of VOCs in the groundwater to this point, ARCADIS has included this analysis as a provisional task. If VOCs are detected during the initial sampling of the wells, ARCADIS recommends implementing TOC sample collection and analysis during the second quarterly sample collection event.

Provisional Cost Item 3: Closure Report Preparation

The initial Site screening data indicated low VOC concentrations in the soil and groundwater. ARCADIS believes the Site may be eligible for closure upon

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completion of the Site investigation, without the need for active remediation. Upon completion of the Site investigation, ARCADIS will review the soil and groundwater data and provide recommendations regarding the potential for Site closure.

If the receptor pathway and analysis indicates low risk via these pathways, and sample collection indicates that groundwater impact is low or absent, then closure could be requested utilizing available engineering and administrative controls without requiring active remediation. ARCADIS has included a provisional cost for preparing a combined Site investigation/request for closure. This provisional cost includes all closure documentation, and WDNR closure fees. The closure is based on the assumption that registration on the soil and groundwater Geographical Information System and the implementation of a cap maintenance plan will be acceptable to the owner.

Project Team

The project team members assigned to implement the outlined scope of work were selected because of their experience in the following areas:

- Demonstrated successful experience in projects reimbursed by various funding programs in Wisconsin.
- Knowledge of the DERP and the evolving administrative rules.
- Experience in conducting site investigation activities at existing and former dry cleaning facilities.
- Technical expertise and experience with chlorinated and petroleum (i.e., stoddard solvent) hydrocarbons in soil and groundwater.
- Experience with in-situ remediation and ex-situ remediation of chlorinated solvents.

The project team was selected to satisfy the requirements of NR 169.21(2)(c). The project team members will work under the direction of Mr. James Bannantine, senior hydrogeologist, and Ms. Dawn Gabardi, staff hydrogeologist. Both Mr. Bannantine and Ms. Gabardi are thoroughly familiar with technical and administrative issues associated with investigation and remediation aspects of dry cleaning projects, as well as the DERP. Resumes for all key personnel involved in the project are presented in Appendix C.

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Certification

This proposal has been prepared in accordance with the requirements of NR 169.21. In accordance with NR 169.21(6), ARCADIS certifies the following:

- If selected to complete the scope of work described herein, ARCADIS will comply with the applicable requirements of Chapter NR 140, Chapter NR 169, and Chapters NR 700 to NR 728 of the Wis. Adm. Code.
- ARCADIS will make available to the WDNR upon request, for inspection and copying, all of the documents and records related to the contract services.

Also in accordance with NR 169.21(6), ARCADIS' Certificate of Insurance is presented in Appendix D.

Qualifications

ARCADIS is a full-service environmental consulting company with over 40 years of experience in assessing soil and groundwater quality and developing cost effective solutions for achieving site closures. Our electronic mail system provides ready access to corporate resources and technical experts in ARCADIS offices across the world. A company-wide project management system has been implemented to provide project managers and team members with tools to manage client communications, track budgets, and select personnel for executing project work. The Milwaukee office employs a staff of over 25 geologists, engineers, and scientists. We are thoroughly experienced in assessing and remediating chlorinated compounds and implementing cost effective remedial solutions, including natural attenuation. Case study information for investigation and remediation activities on select dry cleaning projects completed or currently in-progress by ARCADIS is included in Appendix E.

The experience and administrative systems described above will enable the ARCADIS project team to meet and exceed the following criteria established in Section NR 169.21(2)(c) 1 through 4:

- Be fully informed about this project's scope and 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.

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- Provide necessary staff and facilities for all phases of planning, investigation, design, construction and operation.
- Retain and confer with specialists on unusual matters; provide qualified technical reviewers, who will keep the owners advised on technical and regulatory matters and work toward planned remediation goals.
- Perform all services in an ethical, professional, and timely manner.

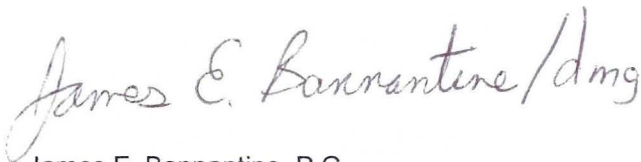
References are included in Appendix F.

Closing

ARCADIS appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. Should you have any questions relating to the information presented herein, please feel free to call us at your convenience.

Sincerely,

ARCADIS



James E. Bannantine, P.G.
Senior Hydrogeologist

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of — or in connection with — the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Table 1. Cost Estimate for Investigation Services, Martinizing Dry Cleaning, 301 Main Street, Racine, Wisconsin.

	Number	Unit		Rate	Unit	Totals
Site Investigation Work Plan						
Project Staff II	2	Hours	@	\$96 /Hr		\$192
Project Assistant	1	Hours	@	\$60 /Hr		\$60
Document Preparation Expenses						\$50
Subtotal for Site Investigation Work Plan						\$302
Project Management and Coordination						
Project Staff II	4	Hours	@	\$96 /Hr		\$384
Senior Project Staff I	1	Hours	@	\$125 /Hr		\$125
Project Assistant	1	Hours	@	\$60 /Hr		\$60
Senior Designer	1	Hours	@	\$70 /Hr		\$70
Subtotal for Contractor Procurement and Health and Safety Plan						\$639
Installation and Sampling of Vapor Probes						
Utility Locator	3	Hours	@	\$100 /Hr		\$300
Vapor Probe Installation	2	Each	@	\$125 /Each		\$250
TO-15 (air sample)	2	Sample	@	\$200 /Sample		\$400
Summa Canister Rental	2	Sample	@	\$50 /Sample		\$100
Staff Scientist I	6	Hours	@	\$70 /Hr		\$420
Project Staff II	2	Hours	@	\$96 /Hr		\$192
Miscellaneous Expenses (phone charges, ice, shipping, field equipment, etc.)						\$50
Subtotal for Installation of Vapor Sampling Probes						\$1,712
Installation/Development of Monitoring Wells						
Contractor Mobilization	1	Lump Sum	@	\$400		\$400
Borehole Drilling	72	Foot	@	\$14 /Foot		\$1,008
Well Installation	72	Foot	@	\$15 /Foot		\$1,080
Well Covers and Surface Seal	4	Covers	@	\$155 /Cover		\$620
DOT Drums	8	Drums	@	\$60 /Drum		\$480
Decontamination	1	Lump Sum		\$200		\$200
VOCs (Soil)	4	Samples	@	\$70 /Sample		\$280
Staff Scientist I	20	Hours	@	\$70 /Hr		\$1,400
Project Staff II	2	Hours	@	\$96 /Hr		\$192
Senior Project Staff I	1	Hours	@	\$125 /Hr		\$125
PID	1	Day	@	\$135 /Day		\$135
Miscellaneous Expenses (phone charges, ice, shipping, field equipment, etc.)						\$100
Subtotal for Installation/Development of Monitoring Wells and Borings						\$6,020
Hydraulic Conductivity Testing and Analysis (4 Monitoring Wells)						
Staff Scientist II	6	Hours	@	\$75 /Hr		\$450
Project Staff II	2	Hours	@	\$96 /Hr		\$192
Miscellaneous Expenses (field equipment, shipping, etc.)						\$300
Subtotal for Hydraulic Conductivity Testing and Analysis						\$942
Groundwater Well Survey, Sampling and Data Evaluation (4 Wells, 4 Sampling Rounds)						
VOCs	16	Samples	@	\$70 /Sample		\$1,120
QA/QC Sample	4	Samples	@	\$70 /Sample		\$280
Survey Equipment	1	Lump Sum	@	\$150		\$150

Table 1. Cost Estimate for Investigation Services, Martinizing Dry Cleaning, 301 Main Street, Racine, Wisconsin.

	Number	Unit	Rate	Unit	Totals
Groundwater Well Survey, Sampling and Data Evaluation (4 Wells, 4 Sampling Rounds) (continued)					
Staff Scientist I	40	Hours	@	\$70 /Hr	\$2,800
Project Staff II	8	Hours	@	\$96 /Hr	\$768
Miscellaneous Expenses (phone charges, ice, shipping, field equipment, etc.)					\$1,200
				Subtotal for Groundwater Sampling	\$6,318
Waste Characterization and Disposal					
Project Staff II	4	Hours	@	\$96 /Hr	\$384
Waste Profile Analyses (TCLP VOCs)	1	Sample	@	\$150 /Sample	\$150
Transportation	2	Mobilization	@	\$200 /Mobilization	\$400
Disposal Special Waste (Soil)	4	Drums	@	\$85 /Drum	\$340
Disposal Special Waste (Water)	4	Drums	@	\$85 /Drum	\$340
				Subtotal for Waste Disposal	\$1,614
Receptor Survey					
Project Staff II	2	Hours	@	\$96 /Hr	\$192
Staff Scientist I	4	Hours	@	\$70 /Hr	\$280
Miscellaneous Expenses (private well logs, utility search, shipping, etc.)					\$50
				Subtotal for Receptor Survey	\$522
Site Investigation Report					
Project Staff II	32	Hours	@	\$96 /Hr	\$3,072
Project Staff I	4	Hours	@	\$88 /Hr	\$352
Senior Project Staff I	2	Hours	@	\$125 /Hr	\$250
Project Assistant	4	Hours	@	\$60 /Hr	\$240
Senior Designer	4	Hours	@	\$70 /Hr	\$280
Miscellaneous Expenses (copies, shipping, etc.)					\$150
				Subtotal Site Investigation Report Preparation	\$4,344
				Total Estimated Costs for Site Investigation	\$22,413

Costs for drilling are based on the assumption that no bedrock is encountered and standard hollow stem auger drilling techniques are utilized. If bedrock is encountered or or HSA drilling techniques can not be utilized, additional charges would apply.

Costs for IDW are based on the assumption that the material can be disposed as a special waste. If the waste is considered to be hazardous, or if the waste disposal facility requires Protocol B analysis in order to accept the waste, then additional charges would apply.

If the depth to groundwater is deeper than anticipated, then the costs to advance soil borings and groundwater wells would increase.

Table 2. Cost Estimate for Investigation Services, Martinizing Dry Cleaning, 301 Main Street, Racine, Wisconsin.

	Number	Unit	Rate	Unit	Totals
Provisional Scope Items and Associated Costs					
Provisional Scope Item 1: Piezometer Installation/Development					
Contractor Mobilization	1	Lump Sum	@	\$400	\$400
Borehole Drilling	35	Foot	@	\$14 /Foot	\$490
Well Installation	35	Foot	@	\$15 /Foot	\$525
Well Covers and Surface Seal	1	Covers	@	\$155 /Cover	\$155
DOT Drums	1	Drums	@	\$60 /Drum	\$60
Decontamination	1	Lump Sum		\$200	\$200
VOCs (Soil)	1	Samples	@	\$70 /Sample	\$70
Staff Scientist I	6	Hours	@	\$70 /Hr	\$420
Project Staff II	1	Hours	@	\$96 /Hr	\$96
Senior Project Staff I	1	Hours	@	\$125 /Hr	\$125
Subtotal for Installation/Development of Piezometer					\$2,541

Provisional Scope Item 2: Total Organic Carbon Analysis

This provisional scope item would be performed during the second sample collection event if chlorinated VOCs are detected during the first sample collection event.

Total Organic Carbon Analysis	3	Samples	@	\$25 /Sample	\$75
Staff Scientist I	1	Hours	@	\$70 /Hr	\$70
Subtotal for Total Organic Carbon Analysis					\$145

Provisional Scope Item 3: Request for Closure

This provisional task would be implemented with WDNR approval if the investigation data indicates that the site could be closed without the need for remediation activities.

Project Staff II	8	Hours	@	\$96 /Hr	\$768
Senior Project Staff I	2	Hours	@	\$125 /Hr	\$250
Project Assistant	1	Hours	@	\$60 /Hr	\$60
WDNR Groundwater and Soil GIS Fees and Closure Report Fee					\$1,200
Subtotal Closure Report Preparation					\$2,278

These costs would be in addition to the costs required to prepare the Site investigation report.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this _____ day of _____, _____ (the "Effective Date").

1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	ARCADIS
Name: _____ (the "Client")	Name: _____ ("ARCADIS")
Address 1: _____	Address 1: _____
Address 2: _____	Address 2: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
	The parties hereto acknowledge and agree that when individual work authorizations are necessary hereunder, all such work authorizations will be issued and executed by the appropriate ARCADIS entity authorized and licensed to perform work in the respective state, country or province where the work is being performed.

2. PARTY REPRESENTATIVES

CLIENT REPRESENTATIVE	ARCADIS REPRESENTATIVE
Mail Originals: _____ _____ Attention: _____ Telephone: _____ Fax: _____	Mail Originals: _____ _____ Attention: _____ Telephone: _____ Fax: _____
With Copies To: _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____	With Copies To: _____ _____ Attention: _____ Telephone No.: _____ Facsimile No.: _____

3. GENERAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

Environmental Infrastructure Other : _____

Services performed under this Agreement are detailed in the Scope of Services and may also be detailed in Work Authorizations approved by the Client and ARCADIS in the form attached hereto as Exhibit E.

4. SPECIAL TYPES OF SERVICES TO BE PERFORMED

Check each appropriate box:

Field Phase I ESA
 Asbestos & Other Hazardous Materials
 PM / CM
 Other or Not Applicable

5. AGREEMENT

- The following documents, as applicable, are attached and are incorporated into this Agreement:
- Exhibit A: General Scope of Services
 - Exhibit B: Payment Terms
 - Exhibit C: General Terms and Conditions for Professional Services
 - Exhibit D: Special Terms and Conditions for Professional Services
 - Exhibit E: Work Authorization

6. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT	ARCADIS
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A
GENERAL SCOPE OF SERVICES

1. SERVICES TO BE PERFORMED

ARCADIS shall perform the professional Consulting Services required under this Agreement in accordance with standard of care, skill, training, diligence and judgment normally provided by competent professionals who perform work of a similar nature, in the same geographical regions as the work described in this Agreement and any Work Authorization. No other warranty or guarantee is expressed or implied, and no other provision of this Agreement will impose any liability upon ARCADIS in excess of this standard of care.

Services performed under this Agreement may be more fully described in specific detail in individual Work Authorizations approved by the Client and ARCADIS in the form attached hereto as Exhibit E, which shall constitute a part of this Agreement.

ARCADIS shall have no obligation to commence the Services as stipulated in this Agreement and/or any associated Work Authorization until both this Agreement and the applicable Work Authorization are fully executed and delivered to ARCADIS. Any schedule requirements applicable to ARCADIS Services will be set forth in this Exhibit or Work Authorization.

ARCADIS agrees to correct, at its own expense, any Service provided under this Agreement that does not conform to the standard of care herein for a period of one (1) year following the completion of that Service.

2. DESCRIPTION OF GENERAL SERVICES

**EXHIBIT B
PAYMENT TERMS**

1. PAYMENT OF SERVICES

Client agrees to pay for the Services performed by ARCADIS in accordance with this Agreement and any approved Work Authorization. Payment for Services is set forth and shall be subject to the ARCADIS standard invoicing practices, which are incorporated herein. Payment Terms shall specify Lump Sum Fees, Hourly Billing Rates, and Reimbursable Expenses, and provide for interest on payments not timely made, and for the suspension of work and attorneys' fees in the event that payments are not made by the Client.

2. PAYMENT TERMS

ARCADIS shall invoice Client for Services in accordance with ARCADIS standard invoicing practices. Invoices are due and payable on receipt and should be remitted by check or wire transfer of immediately available funds as follows:

WELLS FARGO BANK NA

Lockbox: ARCADIS U.S., Inc., Dept 547,
Denver, Colorado 80291-0547.

By Wire: ABA 121000248, Account No.
1018164751, ARCADIS U.S., Inc. Lockbox.

By ACH: ABA 102000076, Account No.
1018164751, ARCADIS U.S., Inc. Lockbox.

If Client fails to make any payment due ARCADIS for services and expenses within thirty (30) days after receipt of invoice, the amounts due ARCADIS will be increased at the rate of 1.5% per month, or the maximum rate of interest permitted by law for accounts not paid within thirty (30) days.

If Client reasonably objects to any portion of an invoice, the Client shall provide written notification to ARCADIS of Client's objection and the basis for such objection within fifteen (15) days of the date of receipt of the invoice, and the Parties immediately shall make every effort to settle the *disputed*

portion of the invoice. Client shall waive any objections to ARCADIS invoice if it fails to timely provide such written notice to ARCADIS. The *undisputed* portion shall be paid immediately and Client shall not offset amounts due ARCADIS under a Work Authorization for any credit or disputes arising under a different Work Authorization. If payment of invoices by Client is not maintained on a current basis, ARCADIS may, after giving seven (7) days' written notice to Client, suspend further performance until such payment is restored to a current basis. All suspensions shall extend the time for performance by a length of time equal to the duration of the suspension, and ARCADIS shall be paid for Services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges shall include, without limitation, putting of documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, additional insurance/bonding coverage, extended overhead and costs, and all other related costs and charges incurred and attributable to suspension.

In the event of litigation or other proceeding to enforce performance of this Agreement or any payment obligation under this Agreement, the prevailing Party shall be entitled to recover from the other Party attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

EXHIBIT C
GENERAL TERMS AND CONDITIONS
FOR ENVIRONMENTAL PROFESSIONAL SERVICES

1. TERM OF AGREEMENT

- 1.1 This Agreement shall remain in full force and effect until terminated in accordance with specifications noted in Section 3, herein.

2. CHANGES IN THE WORK

- 2.1 At any time after execution of this Agreement, Client may order changes in ARCADIS Services consisting of additions, deletions, and revisions within the general scope of services being performed by ARCADIS under this Agreement and/or any applicable Work Authorizations. Whenever a change in the scope and/or time for performance of services occurs, or if Client has notified ARCADIS of a change, ARCADIS shall submit to Client within a reasonable time an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement.
- 2.2 Notwithstanding the above, Client may direct ARCADIS in writing to perform the change prior to approval of price and schedule adjustments by Client. If so directed, ARCADIS shall not suspend performance of this Agreement during the review and negotiation of such change, as long as the change is a reasonably foreseeable alteration of the Services originally contemplated. In the event Client and ARCADIS are unable to reach agreement regarding changes in price and/or time associated with a change order, the matter shall be submitted to mediation as provided in Paragraph 13 of this Agreement.

3. TERMINATION OF AGREEMENT

- 3.1 **Termination for Convenience** - Either Party may terminate this Agreement and any associated Work Authorization for its convenience and without cause after giving five (5) days written notice to the other Party. However, ARCADIS shall not have

the right to terminate this Agreement, without cause, prior to completion by ARCADIS of all Services required under the Agreement or any outstanding Work Authorizations. In the event Client terminates ARCADIS services without cause and for Client's convenience, Client shall be liable to promptly pay ARCADIS for all work performed through the date of termination, all of ARCADIS expenses directly attributable to the termination, including fair and reasonable sums for overhead and profit for work performed, and all costs incurred by ARCADIS in terminating any contracts entered into in connection with the performance of its Services.

- 3.2 **Termination for Cause** - Either Party may terminate this Agreement for Cause. Termination for any cause shall be by written "Termination Notice" from the terminating Party, delivered to the defaulting Party. The defaulting Party shall have thirty (30) days from receipt of the Termination Notice to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as the defaulting Party has undertaken reasonable efforts to cure such default. Any termination for cause shall be without prejudice to any claims that either Party may have against the other Party, its agents or subcontractors.

4. CONFLICT OF INTEREST

- 4.1 ARCADIS shall not perform, or enter into any agreement for, services for any other person, corporation or entity, except with prior written consent of Client, if, in the sole discretion of ARCADIS, the performance of the services could result in a conflict with ARCADIS obligations under this Agreement. ARCADIS represents that it has reasonably evaluated potential conflicts and has disclosed to Client in writing any prior or existing relationships which present,

or could appear to present, a conflict with the Services to be performed.

5. USE OF DOCUMENTS

5.1 All documents provided by ARCADIS pursuant to this Agreement are instruments of service of ARCADIS, and ARCADIS shall retain an ownership and property interest therein (including the right of reuse) until Client has made full payment to ARCADIS for such documents pursuant to this Agreement. All documents generated by ARCADIS pursuant to this Agreement are not intended or represented to be suitable for reuse by Client or others for any other project or purposes than that for which the same were created. Client agrees not to reuse said reports or materials on any other project, or for any other purpose other than that for which they were created, without the prior written consent of ARCADIS. Reuse of said reports or other material by Client for any other purpose or on other projects without written permission or adaptation by ARCADIS for the specific purpose then intended shall be at the Client's and user's sole risk, without any liability whatsoever to ARCADIS, and Client agrees to indemnify and hold harmless ARCADIS from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.

5.2 The Parties agree that reports prepared by or on behalf of ARCADIS pertaining to site conditions, including but not limited to geotechnical engineering or geologic reports (hereinafter collectively "Site Condition Reports"), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on Site Condition Reports unless ARCADIS agrees in advance to such reliance in writing. Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by ARCADIS or its subcontractors

may be based on limited field observations including, without limitation, from widely spaced sampling locations at the Site. The Client acknowledges that site exploration by ARCADIS or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that ARCADIS or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the Site and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by ARCADIS or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by ARCADIS or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of ARCADIS pertaining to site conditions.

6. RECORD RETENTION

6.1 All records, reports and other information or work product generated in connection with ARCADIS Services shall be retained for a period of three (3) years from the completion of Services. Thereafter, if Client decides to retain said records, it must notify ARCADIS no later than thirty (30) days prior to the expiration of the retention period. Any additional expense of retaining documents or transfer of documents to Client at the end of such three (3) year period will be at Client's expense. This provision shall not apply to drafts of plans, specifications, drawings or reports that shall be destroyed immediately upon being superseded in the project.

7. PROPRIETARY RIGHTS OF ARCADIS

7.1 Client acknowledges that ARCADIS has developed proprietary systems, processes, apparatus, analytical tools and methods which ARCADIS uses in its business. Such systems, processes, apparatus, analytical tools and methods, including software, patents, copyrights and other intellectual property, and all derivations, enhancements or modifications thereof made by ARCADIS, including those made as a result of work performed by ARCADIS for Client hereunder ("Intellectual Property"), shall be

and shall remain the property of ARCADIS. This Agreement does not confer any grant of a license to any such ARCADIS Intellectual Property, nor any right of use by the Client independently or by other Client contractors.

8. INDEMNIFICATION

8.1 ARCADIS shall indemnify, defend and hold harmless Client, its directors, officers, employees, shareholders and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs) which Client and its directors, officers, employees and agents hereafter may suffer in connection with any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any personal injury (including death) or property damage to the extent caused as a result of negligent acts, errors, omissions, or willful misconduct on the part of ARCADIS. ARCADIS shall not be liable to the extent that any liability, loss, damage, costs, and expense results from an act or omission, negligence or willful misconduct by Client or its directors, officers, employees or agents, or by any other person or entity not acting on ARCADIS' behalf or under ARCADIS' right of direction or control.

8.2 The Parties shall at all times remain entirely responsible for the results and consequences of their own negligence and agree to indemnify and hold harmless the other Party from and against any and all claims, losses, damages, costs and expenses, including attorneys' fees, which may arise or result from such Party's negligence.

9. LIMITATION OF LIABILITY FOR THE ENVIRONMENTAL INDUSTRY

9.1 The Parties recognize the risks associated with the Services, that ARCADIS has not and cannot reasonably calculate the cost of unlimited liability in its cost proposal, and in consideration of the mutual benefits received by both parties, have agreed to the limitations noted herein. Therefore, to the fullest extent permitted by law, the total liability in aggregate of ARCADIS and its directors, officers, employees, agents, associates or subcontractors, and any of them, to Client or anyone claiming by, under or through the Client, for any and all injuries, claims, losses, expenses, including attorneys' fees, expert fees, or court costs and damages whatsoever arising out of or in any way related to ARCADIS Services under this Agreement, from any cause or causes whatsoever, including but not limited to, negligent

acts or omissions, professional negligence, breach of contract, strict liability, errors or omissions of ARCADIS, or the employees, directors, officers, agents, associates of subcontractors of ARCADIS, or any of them, will be limited to the total amount of fees paid to ARCADIS under this Agreement. In no event, however, shall any such liability exceed the amount of applicable insurance that ARCADIS has agreed to procure and maintain under this Agreement.

9.2 The Parties agree to waive all incidental, indirect, or consequential damages, lost revenue or profits from claims, disputes or other matters in question arising out of or relating to this Agreement, whether such claims arise from negligence, breach of contract, or strict liability. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.

10. INSURANCE

10.1 ARCADIS shall maintain for the term of this Agreement insurance policies covering:

- Worker's Compensation and Employer's Liability insurance, statutory limits.
- Comprehensive General Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate.
- Professional errors and omissions insurance with a per claim limit of not less than \$3,000,000

11. CONFIDENTIALITY

11.1 In order to protect the Client's confidential and proprietary commercial and financial information, any documents records, data or communications provided by Client or produced by ARCADIS for Client shall be treated as confidential. Such information shall not be disclosed to any third party, unless necessary to perform the Services. Information will not be considered confidential, if: (i) the information is required to be disclosed as a part of the Services, hereunder; (ii) information is in the public domain through no action of ARCADIS in breach of the Agreement; (iii) information is independently developed by ARCADIS; (iv) the information is acquired by ARCADIS from a third party not in breach of any known confidentiality agreements; or (v) disclosure is required by law, court order or subpoena. In the event ARCADIS believes that it is required by law to reveal or disclose

any information, prior to disclosure or production ARCADIS shall first notify Client in writing.

12. NOTICES

12.1 All notices shall be either: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; or (iii) sent by personal delivery. Addresses may be changed by written notice to the other Party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

13. MEDIATION

13.1 If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree then to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

14. CONSTRUCTION COST ESTIMATES

14.1 The Client shall advise ARCADIS in writing before design commencement of any budgetary limitations for the overall cost of construction. ARCADIS will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to Client an opinion of probable construction cost. Opinions of probable construction cost will represent ARCADIS' reasonable judgment as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Client acknowledges that neither ARCADIS nor Client has control over the cost of labor, materials or methods by which contractors determine prices for construction.

15. PLAN INFORMATION

15.1 If the scope of services provide for the preparation of plans or drawings by ARCADIS, ARCADIS makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted.

16. GENERAL PROVISIONS

16.1 **Entire Agreement** - This Agreement constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing, executed by Client and ARCADIS.

16.2 **No Third Party Beneficiaries** - The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Client and ARCADIS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Client and ARCADIS that sub consultants and any other person other than the Client or ARCADIS receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.

16.3 **Force Majeure** - Neither Party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by forces beyond its reasonable control, including without limitation, strikes, lockouts, or other industrial disturbances, civil disturbances, fires, acts of God, acts of a public enemy or terrorism, acts or omissions of subcontractors, compliance with any regulations, epidemics or pandemics.

16.4 **Severability and Waiver** - If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible, the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested

by the portion held invalid or inoperative. The failure by either Party to enforce against the other Party any term or provision of this Agreement shall be deemed not to be a waiver of such Party's right to enforce against the other party the same or any other such term or provision.

- 16.5 **Governing Law** – The laws of the State in which the Services are provided shall govern this Agreement and the legal relations of the Parties.
- 16.6 **Compliance with Law** – ARCADIS and Client will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of their knowledge, information and belief; apply to their respective obligations under this Agreement. Client shall cooperate with ARCADIS in obtaining any permits or licenses required for the performance of the Services.
- 16.7 **Delegation and Assignment** – A Party may at any time delegate and assign, orally or in writing, this Agreement, or any portion thereof, with the prior written consent of the other Party. No such delegation shall operate to relieve the Party of its responsibilities hereunder.
- 16.8 **Headings** – Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the paragraphs to which they refer.
- 16.9 **Representations, Warranties and Limitations** – ARCADIS represents that it is knowledgeable and experienced in providing professional consulting services comparable to services provided by firms of the same or similar national reputation. ARCADIS represents to Client that the Services shall be performed in a manner consistent with the generally accepted standard of care as of the time when, and in the locale where, the services are performed, and pursuant to the scope of services. **ARCADIS MAKES NO WARRANTIES OF ANY OTHER KIND, WHETHER EXPRESSED OR IMPLIED.**

17. ACCESS TO PREMISES

- 17.1 During the term of this Agreement, Client shall grant to or cause to be made available to ARCADIS reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for purpose of allowing ARCADIS to perform the Services and fulfill its obligations under this Agreement. ARCADIS shall comply with generally accepted safety procedures and all other safety procedures that have been communicated to ARCADIS or its Personnel by Client. If the Site is sold or otherwise conveyed to a third party, Client shall immediately notify ARCADIS if Client is unable to obtain necessary access within a timely manner. Should ARCADIS be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, and then ARCADIS will be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

18. SITE CONDITIONS

- 18.1 ARCADIS shall not be liable for: (i) damage or injury to any subterranean structures (including, but not limited to, utilities, mains, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury, if (with respect to this clause) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by ARCADIS in connection with the Services; (ii) concealed conditions encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iv) unknown physical conditions below the surface of the ground that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.
- 18.2 Client shall provide to ARCADIS all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground

surface, ARCADIS shall obtain the concurrence of the Client as to the location for such drilling or excavation.

- 18.3 Should: (i) concealed conditions be encountered in the performance of the Services; (ii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Scope of Services or Work Authorization; or (iii) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and/or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
FOR PROJECT MANAGEMENT SERVICES

1. SCOPE OF SERVICES

In performing the Work under this agreement, it is understood that ARCADIS, will be the Owner's Representative, and ARCADIS assumes no responsibility for the design or construction of the project and that all such responsibility remains with the Client, Architect and the Contractor for the Project. As part of the Work, ARCADIS may provide Client with recommendations and summaries, but all final decisions as to design, construction, or scope of services which are determined by the Architect or Engineer to be the responsibility of the Client shall be timely made by the Client.

ARCADIS shall keep client informed of the work progress and as appropriate, preliminary findings and recommendations. The Contractor shall remain responsible for its progress of the work. ARCADIS will not be responsible for any delays caused by the Architect or Engineer's work or progress of the Contractor.

Client shall provide ARCADIS with information relating to the Project that are necessary or ARCADIS to provide the Services and Work herein.

ARCADIS will identify the roles and responsibilities of each Project member, establish communications protocols to provide timely information and accountability.

ARCADIS will designate Project personnel for authority and accountability for the Project communications.

Client has contracted with an Architect or Engineer for various professional services. In the event of a design error or omission or other such claim arising or related thereto, the Client agrees that such risk shall not be borne by ARCADIS, and ARCADIS shall not be responsible for any such claims.

Estimates of costs are made in ARCADIS best judgment. The Client recognizes that actual costs may vary depending upon many factors, and therefore understands that any estimate is not a

guarantee of actual costs that may be incurred by the Client.

The Contractor is responsible for all of the means, methods and sequencing of the work. No review by ARCADIS on the Project shall relieve the Contractor from full performance of the construction work. In the event of a construction defect or other such claim arising or related thereto, the Client agrees that such risk shall not be borne by ARCADIS, and ARCADIS shall not be responsible for any such claims.

2. JOB-SITE SAFETY

Neither the professional services or other activities of the ARCADIS herein, nor the presence of the ARCADIS or its employees and subconsultants at a construction/project site, shall relieve the Contractor of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. ARCADIS and its personnel have no authority to exercise any control over any construction contractor or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's agreement with the General Contractor. The Client also agrees that the Client, ARCADIS and the ARCADIS' consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

EXHIBIT E
WORK AUTHORIZATION
NO. _____

This Work Authorization is entered into by and between _____, a _____ corporation ("ARCADIS") and _____ ("Client"). This Work Authorization incorporates by reference the Professional Service Agreement entered into by the Parties dated _____ (the "Services Agreement"). The Services Agreement is hereby amended and supplemented as follows:

1. GENERAL DESCRIPTION OF BASIC SERVICES

Client hereby authorizes ARCADIS to perform the following general scope of Basic Services:

- 1.2 Client authorizes ARCADIS to provide the Basic Services described in this Work Authorization in connection with the following Project or Site(s):
- 1.3 The above-described Basic Services shall be provided by ARCADIS in phases, as set forth below. (N/A indicates phase is not applicable to services to be provided under this Work Authorization).

2. STUDY AND REPORT PHASE

During the Study and Report Phase, ARCADIS shall:

The number of copies of the Report will be submitted to Client are _____. The Report shall be submitted to Client within _____ calendar days of the effective date of this Work Authorization.

3. PRELIMINARY DESIGN PHASE

During the Preliminary Design Phase ARCADIS shall:

4. FINAL DESIGN PHASE

- 4.1 During the Final Design Phase, ARCADIS shall:

4.2 The _____ sets of Contract Documents will be submitted to Client.

4.3 The Contract Documents will be submitted to Client within ___ calendar days following written authorization from Client to proceed with the Final Design Phase Services.

5. BIDDING OR NEGOTIATING PHASE

5.1 During the Bidding or Negotiating Phase ARCADIS shall:

6. CONSTRUCTION PHASE

During the Construction Phase ARCADIS shall:

6.2 The Construction Phase will commence within _____ calendar days following the completion of the Final Design Phase.

7. OPERATIONAL PHASE

During the Operational Phase, ARCADIS shall:

8. ADDITIONAL SERVICES

The Basic Services described in Paragraphs 1 through 7 above do not include the following Additional Services which, upon written request from Client, will be performed by ARCADIS in accordance with the terms of this Work Authorization:

9. COMPENSATION FOR SERVICES

9.1 **Lump Sum Method:**

9.1.1 Client shall pay ARCADIS a lump sum fee of _____ for Basic Services provided under this Work Authorization, which shall be paid by Client as follows:

9.1.2 In addition to the lump sum fee, costs incurred by ARCADIS pursuant to this Work Authorization shall be reimbursed by Client as follows:

9.1.3 Client shall pay ARCADIS for Additional Services as follows:

9.1.4 Other provisions concerning payment are as follows:

9.1.5 ARCADIS' current fee schedule is attached.

9.2 **Direct Labor Cost Times a Factor Method:**

Client shall pay ARCADIS for Basic Services as follows:

An amount equal to ARCADIS' direct labor cost time a factor of _____ for all services performed by ARCADIS' principals and employees pursuant to this Work Authorization.

An amount equal to costs charged by any engineers or other design professionals engaged by ARCADIS to perform services pursuant to this Work Authorization, times a factor of ____

_____.

9.2.1 Other costs incurred by ARCADIS pursuant to this Work Authorization shall be reimbursed as follows:

9.2.2 Client shall pay ARCADIS for Additional Services as follows:

9.2.3 ARCADIS' estimate of the amount that will become payable for Basic Services under this Work Authorization is _____. This amount is only an estimate for planning purposes, is not binding on the Parties, and is not the maximum amount payable to ARCADIS.

Other provisions concerning payment are as follows:

9.2.4 ARCADIS' current fee schedule is attached.

9.3 **Percentage of Construction Cost Method:**

9.3.1 Client shall pay ARCADIS for Basic Services an amount equal to _____% of Construction Cost for Services of ARCADIS under this Work Authorization.

9.3.2 Construction Cost shall be determined as follows:

9.3.3 Upon the conclusions of each of the following phases, Client shall pay such additional amount, if any, as may be necessary to bring ARCADIS' total compensation paid during such phase on account of the percentage of Construction cost to the following percentages:

Phase	Percentage
Study and Report	%
Preliminary Design	%
Final Design	%
Bidding and Negotiating	%
Construction	%
Operational	%
TOTAL	%

9.3.4 Other costs incurred by ARCADIS pursuant to this Work Authorization shall be reimbursed as follows:

9.3.5 Client shall pay ARCADIS for Additional Services as follows:

9.3.6 Other provisions concerning payment are as follows:

9.3.7 ARCADIS' current fee schedule is attached.

9.4 **Time and Material Method:**

9.4.1 Client shall pay ARCADIS for Services as follows:

9.4.1.1 ARCADIS' labor hours at the hourly rates specified herein. The hourly rate includes wages, overhead, general and administrative expenses, and profit; and

9.4.1.2 Cost of materials and services incurred by ARCADIS, times a factor of _____.

9.4.1.3 Invoices of subcontractors retained by ARCADIS, plus a mark-up of _____ percent.

9.4.2 Other provisions concerning payment are as follows:

9.4.2.1 Then-current standard charges for in-house expenses.

9.4.3 ARCADIS' current fee schedule is attached.

9.4.3.1 The parties agree that the attached fee schedule shall be adjusted on each anniversary of this agreement to reflect the then-current standard rates then in effect for ARCADIS.

9.4.4 If the Agreement or Work Authorization contains a "not to exceed" or such other budgetary amount and terms, ARCADIS shall be paid for the time and materials, as provided in this paragraph up to the not to exceed amount, plus any increase approved or directed by the Client.

9.4.4.1 Payment for services performed in furtherance of the Basic Services to be performed shall not exceed \$ _____, unless otherwise increased as directed by the Client. ARCADIS shall provide notice to the Client in the event that the forgoing amount will be exceeded to complete or continue the services.

10. SCHEDULE FOR SERVICES

ARCADIS shall perform the Basic Services described above in accordance with the following schedule:

CLIENT		ARCADIS	
By:		By:	
Title:		Title:	
Date:		Date:	

ATTACHMENT 1.1
BASIC SERVICES

**ATTACHMENT 1.2
SITE DESCRIPTION**

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: Martinizing Dry Cleaning	Facility Name: Main Street, Racine	BRRTS # 02-52-552198
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Consultant Selected

Consultant Name:	Consultant Address:
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Summary of Costs

Consultant Name: ARCADIS		Consultant Name:	
Consulting costs:	\$12,480.00	Consulting costs:	
Drilling costs:	\$4,038.00	Drilling costs:	
Analytical costs:	\$2,330.00	Analytical costs:	
Miscellaneous costs:	\$3,565.00	Miscellaneous costs:	
Total Costs:	\$22,413.00	Total Costs:	

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

Optional 4th bid information:

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

Justification for Selection:

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:		

Site Information

Site Name Martinizing Dry Cleaning, 301 Main Street, Racine, Wisconsin

Consultant Name: ARCADIS

Applicant Name BMP Realty

Bid Summary

Drilling Costs Total =	\$4,038.00
Analytical Costs Total =	\$2,330.00
Consulting Costs Total =	\$12,480.00
Misc Costs Total =	\$3,565.00
Grand Total =	\$22,413.00

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 <i>James E. Bannentine/dmg</i>	Date <i>10/21/08</i>
--	-------------------------

Please attach to these forms a written narratige specifying how the tasks outlined in these sheets will be performed.
 Refer to attached proposal for narrative on work scope.

Drilling Costs						
Task	Interval	Number of Borings (Wells)	Number of Days	Total Number Feet Drilled	Cost/feet/Day of Well	Total Cost
Well Installation and Completion						
	0 ft to 18 ft	4	2	72	29	2088
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						200
Mobilization Costs						400
Auger Borings (continuous sampling)						
	___ ft to ___ ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify soil spoon sampling interval)						
	___ ft to ___ ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Direct Push Borings (per point)						
	< ___ ft depth					
	___ ft - ___ ft depth					
	> ___ ft depth					
Decontamination Costs						
Mobilization Costs						
Well Development (if done by subcontractor)						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums		8			60	480
Flush Mount Covers		4			155	620
Protector Pipes						
Vapor Probe Installation		2			125	250
Total Drilling Costs						\$4,038.00

**DERF Site Investigation Bid Summary
 Consultant Selection Cover Sheet**

Parameter	WI Certified Lab			Field Test/Field Kit			Mobile Lab			Total Costs
	\$/sample	# samples	Method Used	\$/sample	# samples	Method Used	\$/Sample /Day	# Samples /# Days	Method Used	
Solids Analysis										
VOCs	70	4	8260							\$280.00
TCLP	150	1								\$150.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	70	16	8260							\$1,120.00
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	70	4								\$280.00
Blank Analyses	0	4								\$0.00
Other: (Specify)										\$0.00
HA Analysis										
VOCs	200	2	TO-15							\$400.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
Waste Analyses (soil/water)										
										\$0.00
										\$0.00
Miscellaneous (Specify)										
Summa Can Rental	50	2								\$100.00
										\$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										\$2,330.00

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

**DERF Site Investigation Bid Summary
 Consultant Selection Cover Sheet**

Position (specify)	Hourly Rate	Hours/Task											Total Costs		
		Vendor Development	Forms Development	Case Study Installation	Monitoring Well Installation and Development	Statistical Capability Testing	Groundwater Sampling Data Analysis	Mass Balancing	Regulate Survey	Site Investigation	Other (specify)				
Professional Staff															
Project Staff II	96	2	4	2	2	2	8	4	2	32					\$5,568.00
Project Staff I	88									4					\$352.00
Senior Project Staff	125		1		1					2					\$500.00
															\$0.00
															\$0.00
Field Staff															
Staff Scientist I	70			6	20		40		4						\$4,900.00
Staff Scientist II	75					6									\$450.00
															\$0.00
															\$0.00
															\$0.00
															\$0.00
Office Support Staff															
Project Assistant	60	1	1							4					\$360.00
Senior Designer	70		1							4					\$350.00
															\$0.00
															\$0.00
															\$0.00
Total Consulting Costs															\$12,480.00

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
DW Disposal					
Soil Cuttings	Non-Hazardous		85	4	340
Purge Water	Non-Hazardous		85	4	340
Transportation/Pickup		Mobilization	200	2	400
Equipment Rental (list and include shipping costs if applicable)					
Groundwater field analysis (YSI)		Daily	175	4	700
VOC Field screening (PID)		Daily	135	1	135
Hydraulic conductivity equipment		Daily	300	1	300
Water level meter		Daily	25	4	100
Peristaltic Pump		Daily	35	4	140
Field Supplies (list)					
Tubing		Foot	1	260	260
Misc supplies or equipment (phone/ice/baggies/paper towel)	Well Installation and Development	Event	100	1	100
Surveying					
Utility Locator		Hr	100	3	300
Survey Equipment		lump sum	150	1	150
Personal Protection Equipment (list)					
Sample Shipping Costs (list)					
Vapor Samples		Event	50	1	50
Other (specify)					
Document Expenses					200
Receptor Survey (logs, maps)					50
Total Miscellaneous Costs					\$3,565.00

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 reimbursable. No expedited shipping w/o prior PM approval.

Education

MS, Geology, Northern Illinois University, 1990
BS, Geology, University of Wisconsin-Oshkosh, 1987

Years of Experience

Total - 18
With ARCADIS - 8

Professional Registrations

American Institute of Professional Geologists, Certified Professional Geologist
OSHA 40-Hour Hazardous Waste Operations Certificate
Wisconsin Registered Professional Geologist No.447

Professional Qualifications

American Institute of Professional Geologists, CPG No. 9666
Federation of Environmental Technologists
National Brownfield Association, Transaction Committee
Wisconsin Ground Water Association

James E. Bannantine, PG, CPG

Senior Hydrogeologist

Mr. Bannantine is a Senior Hydrogeologist in the Milwaukee office of ARCADIS, with 18 years of experience managing construction projects, site investigations and environmental audits, feasibility studies, and site remediation design on numerous commercial, industrial, and residential projects. He is the Geosciences Manager for the ARCADIS Milwaukee office, managing a staff of 5 to 8 professionals. Mr. Bannantine is familiar with obtaining and recovering costs for environmental projects from multiple funding sources. He provides internal consultation to company personnel regarding project funding and budgets, hydrogeologic and geologic evaluations, and assists in performing groundwater and soil treatment feasibility studies and design of treatment systems. Mr. Bannantine has given seminars and presentations to professionals regarding site characterization and feasibility study techniques.

Environmental Assessments/Audits

Conducted over 75 Phase I and Phase II Environmental Site Assessments (ESA) on properties throughout the United States for refinancing and property transfers.

Reviewed over 100 Phase I and Phase II ESAs for property transfers and refinancing throughout the United States.

Site Investigation and Remediation

Project Manager for over 300 site investigations characterizing the magnitude and extent of environmental problems.

Project involvement in over 200 petroleum release investigations including monitoring well design, installation and development; soil, groundwater and air sampling; mapping; permitting; and report preparation.

Project Manager for site characterization and remediation of perchloroethane releases at several dry cleaning facilities. Remediation systems utilized included air stripping, enhanced reductive dechlorination, chemical oxidation and other technologies.

Project Manager for site characterization and remediation of an acetone solvent spill at a printing facility using ex-situ thermal desorption.

Project Management

Project Manager for site characterization and remediation of a multiple solvent underground storage tank (UST) release at a manufacturing facility.

Project Manager for site characterization of a 17-acre solid waste landfill. Contaminants at issue included methane, benzene and heavy metals.

Project Manager for investigation and remediation of a 72-acre railroad yard facility in central Wisconsin (13 areas of concern) and 52-acre railroad yard in northwest Minnesota (eight areas of concern). Contaminants include gasoline, diesel, hydraulic oil, lead, arsenic, Stoddard solvents, trichloroethylene and vinyl chloride.

Project Manager for investigation and remediation to support the transaction of two industrial facilities, one in Wisconsin and one in St. Etienne, France.

Project Manager for sediment remediation of solvent and paint impacted river sediments from an industrial facility in northeastern Wisconsin.

Project Manager for groundwater remediation projects using water/light non-aqueous phase liquid separation techniques, oxygen injection, air stripping, activated carbon absorption, in-situ air sparging, several "pump and treat" methodologies, natural attenuation, and enhanced bioremediation.

Site Closure

Obtained regulatory closure for approximately 150 residential, commercial and industrial facilities.

Project Manager for closure activities including well abandonment, treatment system dismantlement and site restoration.

Construction Oversight

Oversaw construction of a 32-foot diameter interceptor tunnel located 350 feet below ground surface for the Milwaukee Metropolitan Sewerage District Deep Tunnel Project. The project

covered over 4 miles and included blasting, drilling and various activities to provide structural support for the tunnel.

Legal/Litigation Support

Provided assistance to attorney working for the owner of a landfill in southeastern Wisconsin. The Wisconsin Department of Natural Resources attempted to place this landfill into the Superfund program. Working with the client's attorney, we successfully prevented this site from being entered into the Superfund program, thereby protecting our client's assets.

Provided expert witness testimony for a village in southeastern Wisconsin. The village was able to gain access to a property to conduct an environmental investigation prior to acquiring the property through condemnation proceedings.

Financial Management

Responsible for budget control and state reimbursement applications for several projects up to \$5 million in cost.

Experience working with several state reimbursement programs for USTs, including Wisconsin, Illinois, Indiana, Michigan, Tennessee, Florida, and Missouri.

Lead Project Manager for negotiations with regulatory agency regarding solid waste landfill closure. Successfully negotiated to reduce operation and maintenance requirements, resulting in project savings of \$1 to \$3 million.

Secured \$1.25 million Brownfield Grant for the largest Brownfield Redevelopment project in Wisconsin.

Education

BS, Geology (Hydrogeology
Emphasis), University of
Wisconsin-Eau Claire, 1993

Years of Experience

Total - 11

With ARCADIS - 8

Professional Registrations/ Certifications

Wisconsin Certified PECFA

Consultant

Wisconsin Certified

Hydrogeologist

Professional Training

OSHA 40-Hour Hazardous
Waste Operations Certificate

Department of Transportation

Hazardous Materials

Transportation Course

Red Cross First Aid and CPR

Memberships

Wisconsin Ground Water
Association

Wisconsin Women

Environmental Professionals

Wisconsin Fabricare Institute

Dawn M. Gabardi

Project Geologist/Hydrogeologist

Ms. Gabardi is a geologist/hydrogeologist in the Milwaukee office of ARCADIS with more than 11 years of experience in planning, implementing, and managing soil and groundwater investigation and remediation projects for commercial, industrial, and residential developments. Her primary responsibilities include project management and oversight, coordination of site investigations, implementation of remedial actions, planning and directing field services, geologic and hydrogeologic interpretation, technical report preparation, and data analysis. Other areas of experience include Phase I and Phase II Environmental Site Assessments (ESAs), brownfield redevelopment, real estate transactions, and dry cleaning industry support.

Site Investigation and Remediation

Confidential Railroad Client

Tomah, Wisconsin

Task manager for the investigation and remediation of a former 72-acre railroad yard with history dating back to 1866. The project work included completion of a Phase I ESA and Phase II ESA, planning and coordination of subsequent investigation and remediation activities, implementation of a remediation pilot study, and project reporting. The investigation indicated petroleum and chlorinated volatile organic compounds, polycyclic aromatic hydrocarbons, lead and arsenic were present in soil and groundwater at several areas of the Property; trichloroethene (TCE) was the primary constituent of concern. A dissolved TCE plume extended $\frac{3}{4}$ mile laterally and 50 feet vertically, and had migrated off-site beneath commercial and residential properties. Responsibilities included characterization of complex geologic and hydrogeologic conditions, and development of an accurate site conceptual model for the remedy selection process. The selected remedy for the TCE impacts consisted of targeted soil excavation in the source area, in conjunction with in-situ enhanced reductive dechlorination to remediate the dissolved TCE plume. Current project activities include management of ongoing groundwater remediation activities, regulatory communications, project reporting, and budget preparation and management.

Continental Properties Company, Inc.

West Bend, Wisconsin

Task manager for the remediation of a dissolved tetrachloroethene (PCE) plume originating from a former dry cleaning facility. The dissolved plume migrated approximately $\frac{1}{4}$ mile off-site beneath a residential subdivision. The remediation strategy consisted of in-situ chemical

oxidation of dissolved PCE using potassium permanganate. Responsibilities included securing off-site access from third parties and the city of West Bend, design and oversight of an injection pilot study, project planning and permitting, and implementation of remediation activities. Current project activities include ongoing groundwater remediation, budget management, project reporting, and recovery of project costs for the client through the state Drycleaner Environmental Response Fund (DERF) program.

Former Norge Village Drycleaning Facility

West Allis, Wisconsin

Task manager for the remediation of PCE released to soil and groundwater from a former dry cleaning facility. Project involved a combination of ex-situ soil remediation and in-situ groundwater treatment. Responsible for coordination of soil remediation activities inside the building to excavate source material and install a subsurface vapor mitigation system. In addition, an interior subsurface injection gallery and exterior injection well network was installed for the remediation of dissolved PCE. Provided project oversight of the injection network installations and subsequent injections of a carbon amendment solution to facilitate groundwater remediation via enhanced reductive dechlorination. The building was renovated into a new commercial business during the ongoing remediation activities. Additional site activities will include subsurface vapor assessment, DERF cost recovery, and preparation of site closure request.

One Hour Martinizing Facility

Franklin, Wisconsin

Task manager for the investigation and remediation of PCE released to soil from dry cleaning operations. The facility was located within a commercial shopping center. Soil impacted with PCE was detected beneath the floor of the active dry cleaning facility, and source removal was selected as the most feasible remedial option. Responsibilities included preparation and implementation of investigation work plan, development of remedial action plan and bid specifications, coordination and supervision of time-critical excavation activities, and preparation of regulatory closure request. Site activities also included implementation and evaluation of subsurface vapor monitoring to satisfy regulatory requirements. Because the facility was an active business and the excavation area covered over 75 percent of the operating space, the client had to temporarily re-locate business operations. Completion of all field activities within a compressed timeframe was critical to reduce the client's temporary operating costs. All field activities, including soil excavation and backfilling, removal and replacement of the building facade, and flooring replacement, were completed within two weeks. Site closure was granted within three months of completion of remediation activities. Also responsible for negotiating with the property owner on behalf of the dry cleaning tenant to accept deed restriction on the property as a condition of closure.

Manufactured Gas Plant Remediation

City of Beloit

Beloit, Wisconsin

Task manager for investigation and remediation at a former manufactured gas plant (MGP) facility. From 1902 to 1948, the MGP facility operated on an 11-acre parcel located on the east bank of the Rock River. Chemical constituents consistent with MGP operations were detected in soil, groundwater, and river sediment. In addition, cyanide-impregnated wood chips from gas purification had been used as fill material along the river. A remedial strategy consisting of natural attenuation, limited source removal, and engineered barriers was implemented at the site. Supplemental remediation work was also completed to address the impacted fill material along the riverbank. Approximately 1,000 linear feet of riprap was constructed along the riverbank to extend and improve the existing barrier. Responsibilities included preparing bid specifications and Chapter 30 permits for shoreline restoration work, directing and conducting sediment sampling, conducting a hydrogeologic assessment of plume migration near an active municipal well, client and regulatory communications, and project reporting. Based on the sediment assessment, investigation, and remediation activities, the Wisconsin Department of Natural Resources closed the project, facilitating future site redevelopment.

CSX Corporation

Painseville, Ohio

Assisted with waste characterization, management, and disposal of hazardous and non-hazardous solids and liquids generated during a 32-car train derailment. Non-hazardous wastes included approximately 10,000 tons of impacted soil generated during excavation activities, and over half a million gallons of impacted surface and groundwater. Responsibilities included waste classification, coordination and management of waste sampling and disposal, and data compilation and review.

Confidential Client

Northwest Wisconsin

Project geologist for the investigation of a former solid waste disposal site. The dissolved plume had migrated from the waste disposal site toward a nearby river and beneath several residential properties. Responsibilities included hydrogeologic evaluation of complex groundwater and surface water flow patterns within an aquifer system impacted by metals, hydraulic conductivity testing of monitoring wells and piezometers, and data evaluation.

DERP Sites

Northeast and Southeast Wisconsin

Task manager for site investigation and remediation activities at over 20 dry cleaning facilities throughout Wisconsin. Provided technical support and prepared required documents for investigation, remediation, and site closure activities in accordance with DERP guidelines. Remediation systems included both in-situ groundwater treatment technologies and ex-situ technologies to facilitate mass removal. Project responsibilities include cost recovery for clients

through the DERP fund. Provide support for the state dry cleaning industry via active participation in the Wisconsin Fabricare Institute.

Confidential Auto Dealership

Glendale, Wisconsin

Project manager for a site impacted by petroleum hydrocarbons in soil and groundwater. Implemented remediation utilizing soil excavation, natural attenuation, and the development of site-specific soil cleanup levels. Responsibilities included remedial alternatives evaluation, budget development and oversight, supervision of remedial excavation, planning and oversight of groundwater monitoring program, sample collection, and data analysis. Site was successfully closed after one year of natural attenuation monitoring.

Leaking Underground Storage Tank (LUST) Investigations

Various Locations, Wisconsin

Managed and supervised remedial investigations for various LUST sites. Project complexities ranged from commingled plumes to free-phase product investigations in unconsolidated sediments. Task management included preparing work plans, conducting and directing site investigations, evaluating remedial action options, developing site closure strategies, and client and regulatory agency consultation.

Brownfield Redevelopment

Former Pabst Brewery Complex

Milwaukee, Wisconsin

Task manager for the largest brownfield redevelopment project in the state of Wisconsin. Over 30 buildings on 25 acres of land are undergoing total or partial demolition and redevelopment into a commercial/residential district. Responsible for providing environmental support services to site developer to address all environmental issues on the various parcels, as well as issues raised by potential purchasers. Activities include coordination with the developer, regulatory agencies, and other redevelopment subcontractors; planning and implementation of subsurface investigations and remediation as needed; management of several high capacity well abandonments; preparation of documents to support state brownfield grant administration; project reporting to obtain regulatory site closures; and overall redevelopment support.

Metso Minerals Industries, Inc.

Milwaukee, Wisconsin

Task manager for time-critical due diligence and completion of a Phase II ESA at an existing 24 acre, 100-year old manufacturing facility. Responsibilities included historical records review and site interviews regarding facility operations, planning, coordination, and oversight of subsurface investigation, data evaluation, and project reporting. Information from Phase II ESA was used to prepare a Guaranteed Remediation Program (GriP[®]) contract to facilitate property transfer and address future remediation activities.

Former Manufacturing Facility

West Allis, Wisconsin

Provided task management and field supervision of several remedial excavations and the removal of former building foundations from a 4.5-acre brownfield site. Approximately 6,000 tons of soil impacted by chlorinated and petroleum hydrocarbons were excavated from a former metal stamping facility to achieve site-specific cleanup levels developed for the property using fate and transport modeling. Redevelopment of the site has since been completed with the construction of a medical complex.

Phase I ESA

Conducted approximately 50 Phase I Environmental Site Assessments for residential, commercial, and industrial properties throughout the past 7 years. Responsibilities included facility inspections, regulatory database review, historical records and regulatory file reviews, on-site interviews, and preparation of Phase I Environmental Site Assessment reports for these properties. Scope of projects ranged from small one-acre commercial properties to centuries-old railroad or manufacturing facilities occupying multiple city blocks/parcels.

International Due Diligence Support

International due diligence experience included working with local attorneys and international clients to facilitate the completion of compliance reviews, Phase I ESAs, and Phase II ESAs for large-scale business and property acquisitions in England, Ireland, Scotland, and the Netherlands. Additional responsibilities included planning and coordination with ARCADIS European offices to complete follow-up site investigations and risk-based assessments as needed based on the results of the Phase II ESAs.

Publications

D. Gabardi and E. Buc, 2007. *“Use of Risk Management for the Remediation and Closure of a Former Manufactured Gas Plant.”* International Conference on Remediation of Chlorinated and Recalcitrant Compounds, Monterey, California.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/07/2008

PRODUCER
Aon Risk Services, Inc. of Tennessee
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

PHONE-(866) 283-7122 FAX-(847) 953-5390

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
ARCADIS U.S., Inc.
formerly ARCADIS G&M, Inc.
630 Plaza Dr. Ste 200
Highlands Ranch CO 80129-2379 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Greenwich Insurance Company	22322
INSURER B:	XL Specialty Insurance Co	37885
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GEC001076106 General Liability	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	AEC001075806 Auto (AOS) AEC001719504 Mass Auto	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B				01/01/08	01/01/09	BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RWC943516302 Workers Compensation RWR943516702 State of Wisconsin	01/01/08	01/01/09	X WC STATUTORY LIMITS	OTHER
B				01/01/08	01/01/09	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: EVIDENCE OF INSURANCE ONLY
 Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE OF INSURANCE ONLY * * AZ 00000 USA	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 <i>Aon Risk Services, Inc. of Tennessee</i>

Holder Identifier : 570026695817 Certificate No : 570026695817

Client

One Hour Martinizing

Scope of Services

Site Investigation
PECFA/DERP Cost Recovery
Closure of Petroleum Release
through Natural Attenuation
Enhanced Biodegradation of
Chlorinated Hydrocarbons
in Groundwater

Start Date

04/1994

Completion Date

Ongoing

Engineering Fee

\$200,000

Construction Cost

\$300,000

Key ARCADIS Staff

Ed Buc

ARCADIS Project Number

WI000494.004

Site Investigation and Remediation, Dry Cleaners West Allis, Wisconsin

Background

A former service station building was converted to a dry cleaning facility in 1969. In 1993, five underground storage tanks (USTs) were encountered during construction of a drop-off lane and were removed. Petroleum-impacted soils were encountered during removal of the USTs. Soil samples collected from one area of the site during the initial phase of investigation contained volatile organic compounds (VOCs) typically associated with petroleum (i.e., benzene, toluene, and xylene). However, tetrachloroethene and associated biodegradation products (i.e., trichloroethene, vinyl chloride) indicative of a release of dry cleaning solvents, were detected in a second area.

ARCADIS was retained to complete the site investigation and develop recommendations for remediation. Due to releases from the USTs, portions of the cost associated with the investigation were eligible for reimbursement under the Petroleum Environmental Clean-up Fund Act (PECFA) program. The investigation was structured to maintain reimbursement, including the development of a cost allocation methodology to separate eligible costs. The investigation delineated two distinct plumes: one plume consisting primarily of benzene associated with the former petroleum tanks, and the second plume consisting of chlorinated VOCs. During the investigation, chlorinated VOCs were detected in a piezometer at concentrations that suggested the presence of a dense nonaqueous phase liquid (DNAPL).

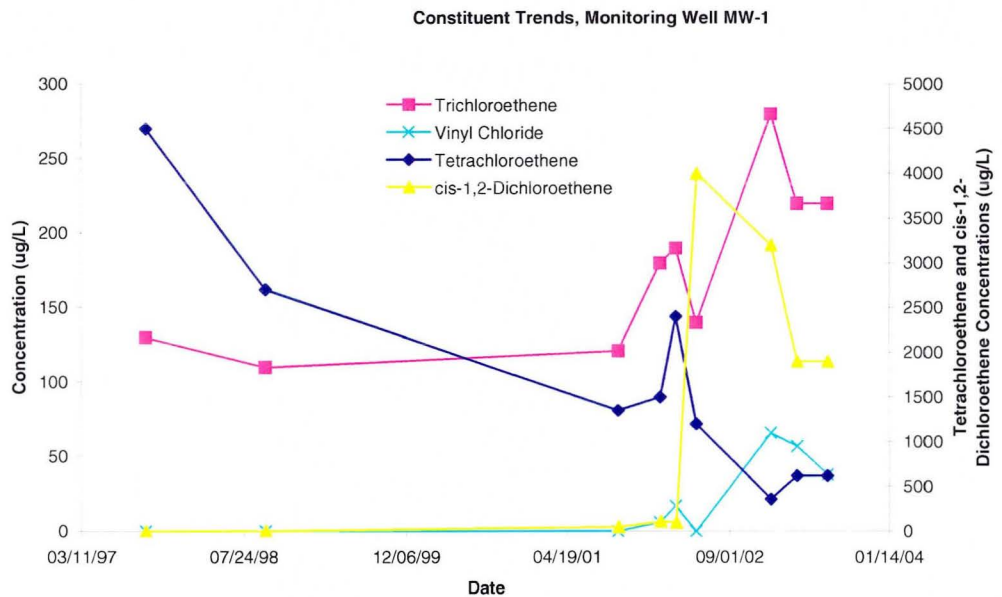
Remedial Program

Consistent with the requirements of the PECFA program, ARCADIS evaluated potentially feasible remedial action options. The evaluation included an air sparging/soil vapor extraction pilot test. The existing groundwater monitoring data was also reviewed to determine if natural



Carbon amendment solution is pumped to an injection well to enhance the biodegradation of chlorinated hydrocarbons

attenuation could serve as a sole or partial remedy. Based on the evaluation, it was determined that natural attenuation could adequately address the plume of petroleum constituents, and may be suitable for addressing the chlorinated VOCs. A natural attenuation monitoring program was recommended to confirm the efficacy of natural attenuation and to build a database for pursuing site closure. The Wisconsin Department of Natural Resources (WDNR) agreed with the recommendation, citing the project as *“the first DNAPL tetrachloroethene site in Wisconsin where a monitoring program for natural attenuation was approved.”*



Natural attenuation groundwater monitoring was completed from March 1997 to September 1998. During this period, the concentrations of benzene at the property decreased dramatically. By September 1998, the concentration of benzene had decreased from 220 micrograms per liter (µg/L) to below the NR 140 Enforcement Standard (5 µg/L). Based on the data, a request for closure of the petroleum hydrocarbon release was prepared. The WDNR granted closure of the petroleum remediation project in August 2000. The Wisconsin Department of Commerce also provided a final reimbursement of eligible costs through the PECFA program.

Availability of Funding through DERP

In 1997, the Dry Cleaner Environmental Cleanup Program (DERP) was created by the Wisconsin legislature. Because of the availability of additional reimbursement funds through the DERP program and the absence of significant decreases in chlorinated VOC concentrations, the remedy for the site was re-evaluated. Further, ARCADIS had succeeded in using enhanced biodegradation to remediate chlorinated hydrocarbons at other projects in Wisconsin. A pilot test of enhanced biodegradation was completed in 2001/2002, using an electron donor process patented by ARCADIS. A dilute carbon amendment solution was injected into the impacted

groundwater during four monthly events, using three injection wells and portable pumping equipment. The results of groundwater sampling completed in conjunction with the injections found that concentrations of biodegradation products trichloroethene and cis-1,2-dichloroethene increased by two orders of magnitude. The concentration of tetrachloroethene at the piezometer with DNAPL conditions decreased from 52,700 µg/L to 15,000 µg/L in 6 months.

Based on the pilot test results, ARCADIS recommended full-scale implementation of enhanced biodegradation. Following receipt of WDNR approval, the remedy was implemented in January 2003. In 8 months, the concentration of tetrachloroethene at the piezometer with historical DNAPL decreased from 15,000 µg/L to non-detect. Concentrations of the biodegradation daughter products increased as tetrachloroethene was transformed sequentially to trichloroethene, cis-1,2-dichloroethene, vinyl chloride, and ethene. Concentrations of these daughter products have begun to decrease as the biodegradation process continues to completion. It is anticipated that active remediation will be completed in 1 year; closure will be requested from the WDNR following the completion of post-remediation groundwater monitoring.

Client
Bay Towel

Scope of Services
Site Investigation
DERP Cost Recovery
Project Closure Services

Contact
John Butz
CEO
Bay Towel
2580 South Broadway
Green Bay, Wisconsin

Start Date
April 2003

Completion Date
February 2006

Engineering Fee
\$35,000

Construction Cost
\$45,000

Key ARCADIS Staff
Ed Buc
Chris Kubacki

ARCADIS Project Number
WI001035.0001

Site Investigation and Project Closure, Former Dry Cleaners

DePere, Wisconsin



The Challenge

This property is currently occupied by a two-story office building. During an investigation associated with a gasoline service station across the street, soil and groundwater samples collected from the roadway right-of-way were found to contain tetrachloroethene. Historical research completed by the environmental consultant determined that a dry cleaner operated on this property between 1955 and 1968. In 1970, the building that had housed the dry cleaner was demolished, and the office building was constructed.

The Approach

ARCADIS was subsequently retained to conduct investigation activities. Because the site was a former dry cleaner, it was possible that investigation costs could be eligible for reimbursement through the Dry Cleaner Environmental Response Program (DERP). To maintain eligibility for reimbursement, ARCADIS prepared and executed a limited scope of work as a "pre-discovery" investigation. The investigation confirmed the presence of tetrachloroethene on the property, which is a common dry cleaning solvent. ARCADIS then recommended that three consultant proposals be obtained for a site investigation, in accordance with DERP requirements.

Photo Above:
Drilling in front of the existing office building. The property was occupied by a dry cleaner, demolished in 1970

ARCADIS was selected to complete the site investigation, which included the installation of groundwater monitoring wells on site and off site. The investigation determined that the extent of impacts was limited and that the detected constituents were at relatively low concentrations.

ARCADIS contacted the Wisconsin Department of Natural Resources (WDNR) to request closure with the existing site information. The WDNR concurred that no additional investigation was needed, but required the collection of two additional rounds of groundwater samples.

ARCADIS provided the groundwater sampling data to the WDNR after each sampling event via electronic mail messages, to prepare the project for closure. After the last sampling round, ARCADIS prepared a report that combined the site investigation results with a request for closure.

The Result

Soil and groundwater impacts were identified during the investigation. However, ARCADIS argued that active remediation was not warranted. The groundwater sampling data demonstrated that natural attenuation would be able to remediate the constituents within a reasonable period of time. The existing building and parking area were proposed as engineered barriers, which would limit contact with the remaining constituents. By collecting vapor samples from inside the building, ARCADIS was able to demonstrate that the constituents should not pose a risk to the building occupants.

The WDNR approved the closure request, completing the project. The 'pre-discovery' investigation, site investigation, and closure activities were completed for less than \$35,000. Costs associated with the project were reimbursed through the DERP.

ARCADIS

Client References

1. John Butz
Chief Executive Officer, Chairman
Bay Towel Linen and Uniform Rental
P.O. Box 12115
Green Bay, Wisconsin 54307
(800) 242-5606 ext. 121
2. Charles Cass
Past President, Wisconsin Fabricare Institute
One Hour Martinizing
N42 W27251 Highway JJ
Pewaukee, Wisconsin 53207
(414) 691-4135
3. Dennis Schmitt
Past President, Wisconsin Fabricare Institute
Lindeman's Cleaning
1231 South Monroe
Green Bay, Wisconsin 54301
(920) 435-5345
4. Michael Weiss
General Capital Management, Inc.
10532 North Port Washington Road
Mequon, Wisconsin 53092-5563
(414) 240-4400
5. Donald Gallo
Reinhart Boerner Van Deuren, S.C.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188
(262) 951-4555