



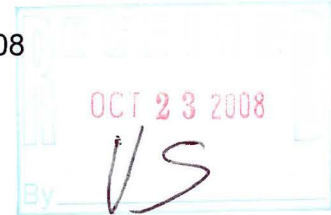
GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Baltimore/Wash. DC
- Dallas, TX
- Los Angeles, CA
- Milwaukee, WI
- Orlando, FL

October 21, 2008



BMP Realty, Inc.
3319 Nobb Hill Drive
Racine, Wisconsin 53406

Attention: Mr. Douglas Berry

Subject: Proposal for Site Investigation Services
Martinizing Dry Cleaning
301 Main Street
Racine, Wisconsin
Giles Proposal No. 1EP-081011
WDNR BRRTS No. 02-52-552198

Dear Mr. Berry:

Giles Engineering Associates, Inc. (Giles) is pleased to submit the following proposal and cost estimate to perform site investigation (SI) activities at the Martinizing Dry Cleaning facility (Site), located at 301 Main Street, in Racine, Wisconsin. The following SI proposal has been prepared in response to your request for proposal (RFP), dated September 22, 2008. Based on the information provided, it is Giles understanding the Wisconsin Department of Natural Resources (WDNR) has requested that the vertical depth and horizontal extent of soil impact is required to be established and groundwater samples should be attempted in the area of the dry cleaning machine and solvent and waste storage areas (if possible).

This SI proposal has been prepared in general accordance with the scope of work presented in your RFP, and the requirements of Wisconsin Administrative Code (WAC), Chapter (Ch.) NR 716 and Chapter NR 169. In addition, the proposed scope of services will be performed in a manner to maximize reimbursement under the Dry Cleaner Environmental Response Fund (DERF).

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

Site Background

The Site is currently operated as an active dry cleaner facility. One dry cleaning machine (DCM) currently exists in the building space. Dry cleaning solvent, Tetrachloroethene (a.k.a. Perchloroethene or PCE) is currently used at the Site and stored in the DCM.

Giles has reviewed the Initial Site Investigation Scoping (SIS) document prepared by STS/AECOM, dated July 23, 2008 which included the completion of one boring at the property; the boring designated 301 Main (B-1) was completed near the alley side (east-side) building wall where solvent transfer, and spent filters and used solvent may have occurred.

Observations made during the completion of soil boring B-1 included 4 inches of asphalt, underlain by approximately two feet of clayey silt with little fine sand and trace gravel fill (brick fragments), underlain by four feet brown to tan, silty sand fill with a tar-like odor. The fill material was underlain by gray silty clay to approximately twenty feet below ground surface (bgs) to the maximum depth explored.

The results of the photoionization detector (PID) field screening indicated volatile vapors were not detected in any of the soil samples.

PCE was detected in the soil sample from B-1 (interval 1 to 2 feet bgs); the detected PCE level of 27,600 micrograms per kilogram ($\mu\text{g}/\text{kg}$) was below the WDNR Landfill Disposal Limit for Contained-Out, non-hazardous waste criteria of 33,000 mg/kg. No generic WAC Ch. NR 720.09 soil residual contaminant level (RCL) or direct contact standard has been established for PCE.

PCE and Naphthalene were detected in the groundwater sample from B-1. The PCE concentration exceeds the WAC, Ch. NR 104 preventative action limit (PAL) but is below the enforcement standard (ES). The Naphthalene concentration is below applicable regulatory standards.

Based on review of the WDNR Bureau of Remediation and Redevelopment Tracking System (BRRTS) on the web for the Martinizing Dry Cleaning Site, the WDNR received release notification from the responsible party (RP), on August 18, 2008. Subsequently, the WDNR issued a RP letter to Martinizing Dry Cleaning on August 26, 2008. A DERF potential claim notification form (Form 4400-210) was also received by the WDNR on August 18, 2008; potential claim notification approval has not been posted on BRRTS. In their RP Letter, the WDNR has requested that a SI be performed at the Site in an effort to evaluate the extent of the PCE impacted soil and groundwater, resulting from the use of the Site as dry cleaner facility. A detailed description of Giles' proposed investigation strategy, our proposed scope of services, and cost estimate to complete the SI activities are presented in the following Sections.

Proposed Investigation Strategy

SI activities will be performed in general accordance with WAC, Chapter NR 716. In addition, the proposed scope of services will be performed in a manner to maximize reimbursement under NR 169 DERF. Based on STS SIS (July 2008), the existing and soil source area outside the building (boring B-1) and DCM area require additional investigation. Giles proposes the following limited scope of services to include the following:

- 1-2. Prepare a SI Work Plan (SIWP) and a Site Health and Safety Plan (SHSP).
3. Complete one soil boring to 16 feet at the location of the DCM to verify the assess the presence and degree of the soil impact; complete three additional soil borings to 16 feet, 15 to 20 feet away from the DCM to evaluate the horizontal extent of soil impact. Complete one soil boring to 16 feet at the location of STS soil boring B-1 to assess the vertical limits of soil contamination; complete three additional soil borings to 16 feet, 15 to 20 feet away from boring B-1 to evaluate the horizontal extent of soil impact.
4. Collect groundwater samples from two pre-pack (WDNR variance) wells established in the boring closest to the DCM and STS soil boring B-1; one groundwater sampling event will be performed upon completion of the two wells and a second groundwater sampling event will be completed within one month of the initial event.
5. Submit 13 soil samples and 4 groundwater samples to a State licensed laboratory for analysis of VOCs.
6. Present the results in a summary report in general accordance with NR 716 with appropriate summary tables and a Site Plan showing Giles borings and the additional boring/wells of the Site Investigation.

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

Scope of Services

- **Prepare a SIWP in general accordance with NR 716.** Giles will prepare a SIWP to identify soil boring/monitoring well locations, soil sample intervals, methods and procedures for soil and groundwater collection and analysis. The SIWP will be provided to Martinizing Dry Cleaning for review, comment, and approval. Upon receipt of authorization from the RP, a copy will be submitted to the WDNR for concurrence.
- **Prepare a SHSP.** A SHSP will be prepared in accordance with 29 CFR 1910 to maintain compliance with the Occupational Safety and Health Administration's (OSHA's) Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) for the proposed field activities to be performed at the Site.
- **Coordinate/establish utility locations.** Upon receipt of the WDNR's approval to proceed with the work outlined in the SIWP, Giles will contact Diggers Hotline to locate and mark utilities at the Site to ensure soil boring locations are appropriately placed, and to establish base-line information for the receptor survey.
- **Observe and document the completion of soil borings to assess extent of chlorinated VOC impacted soil.** In accordance with Tasks 3 and 4, Giles personnel will observe and document the advancement of four interior soil borings at the Site. The four interior borings will be completed to 16 feet bgs, using direct-push soil sampling methods. Three borings will be located 15 feet north, 15 feet southwest, and 15 feet southeast from the perimeter of the DCM; the fourth boring will be completed proximate to the DCM. The three exterior borings will be completed to 16 feet bgs, using direct-push soil sampling methods. Two borings will be located 15 feet north and 15 feet west from the perimeter of soil boring B-1; the third boring will be completed proximate to soil boring B-1 to assess the vertical extent of soil contamination.

In accordance with Tasks 5, soil samples will be collected at continuous intervals for visual evaluation, and field screening for the presence of volatile organic vapors utilizing a PID, equipped with a 10.6 eV lamp calibrated to a benzene-equivalent standard. Giles anticipates two soil samples will be collected from the soil borings installed around the perimeter of the DCM, and one sample will be collected from the deep interval of the boring nearest to the DCM; a total of 13 samples will be submitted to TestAmerica Laboratories, Inc. (TestAmerica), a State of Wisconsin licensed analytical laboratory located in Watertown, WI, for analysis of VOCs by U.S. EPA Method 8260. Soil sample selection will be based on the field conditions encountered.

- **Installation of two (WDNR Variance) pre-pack monitoring wells to assess the presence and degree of chlorinated VOCs impacted groundwater.** In accordance with Task 4 one pre-pack monitoring well will be constructed in the boring proximate to the DCM. A pre-pack (WDNR-variance) well will also be completed in the direct-push boring proximate to STS soil boring B-1. The pre-pack screen will be installed at 16 feet bgs with a 5-foot screen. An initial groundwater sampling event will be performed in accordance with Task 5 to evaluate the magnitude of groundwater impact adjacent to the DCM and STS soil boring B-1, and a second groundwater sampling event will be performed within one month of the first event to confirm the sampling results.
- **Prepare a Summary Report.** Giles will prepare a SI report in accordance with Task 6, upon receipt of the results from the second groundwater-sampling event summarizing the analyses, and providing recommendations for additional delineation, characterization, monitoring, or remediation.

Site Investigation Cost

The estimated cost to complete the referenced abbreviated SI scope of services is \$8,780. A detailed cost estimate is presented in the attached DERF Investigation Bid Sheet (WDNR Form 4400-233).

The estimated costs have been prepared based on good-faith estimates submitted from select qualified commodity service providers based on the proposed scope of services. Due to the potential for WDNR revisions to the scope of services, final compensation will be determined based on the actual lineal footage of borings drilled, waste disposal tipping and transportation fees incurred, number and types of laboratory tests performed, and the actual costs for professional services. Also, it should be noted that the fees presented in the attached bid sheets do not include costs for expedited analytical turnaround time.

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

Schedule

Giles anticipates that the overall project duration for the SI activities will be 8 to 10 weeks.

Project Team and Qualifications

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

Giles project team will consist of the following individuals:

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

Closure

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

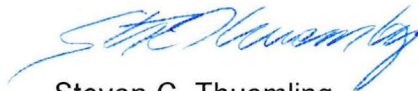
Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.



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

Environmental Division Manager



Steven C. Thuemling

Assistant Environmental Division Manager



ACCEPTED: BMP REALTY, INC.

BY: _____

(signature)

(printed name)

TITLE: _____ DATE: _____

- Attachments:
- Site Investigation - DERF Form 4400-233 (R4/04)
 - Professional Qualifications (Project Team Resumes)
 - General Conditions; 2005
 - Important Information About Your Geoenvironmental Services Proposal
 - Giles Certificate of Insurance

- Distribution:
- Wisconsin Department of Natural Resources
 - Attn: Ms. Shanna Laube c/o Ms. Victoria Stovall (1 copy)
 - Martinizing Dry Cleaning
 - Attn: Ms. Douglas Berry (1 copy)

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 Cleaners Site Investigation	Facility Name: Martinizing Cleaners; 301 Main Street, Racine, WI	BRRTS # 02-52-552198
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Consultant Selected

Consultant Name:	Consultant Address:
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Summary of Costs:

Consultant Name:	Consultant Name:
Consulting costs:	Consulting costs:
Drilling costs:	Drilling costs:
Analytical costs:	Analytical costs:
Miscellaneous costs:	Miscellaneous costs:
Total Costs:	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
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If not approved, reason for non-approval:

Consultant Name: Giles Engineering
Site Name: Martinizing 301 Main St.
Racine, WI
BRRTS #: 02-52-552198
Date: 10/21/08

DERF Site Investigation Bid Sheet Analytical Costs

Form 4400-233 (R 4/04) Page 2 of 6

Site Information

Site Name Martinizing Cleaners, 301 Main Street; Racine SI

Consultant Name Giles Engineering Associates, Inc.

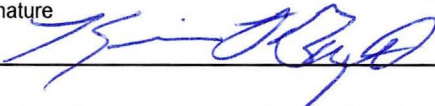
Applicant Name

Bid Summary

Drilling Costs Total =	2,300
Analytical Costs Total =	1,105
Consulting Costs Total =	4,790
Misc Costs Total =	585
Grand Total =	8,780

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

Consultant Signature



Date

10/21/2008

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

Consultant Name: Giles Engineering
 Site Name: Martinizing 301 Main St.
 Racine, WI
 BRRTS #: 02-52-552198
 Date: 10/21/08

DERF Site Investigation Bid Sheet
Analytical Costs

Form 4400-233 (R 4/04) Page 3 of 6

Drilling Costs

Task	Interval	Number of Borings or Wells	Number of Days	Total Number Feet Drilled	Cost/feet, Day or Well	Total Cost
Well installation and Completion						
Monitoring Wells	_0_ ft to _20_ ft					\$0
	___ ft to ___ ft					\$0
	___ ft to ___ ft					\$0
	> ___ ft					\$0
Decontamination Costs						\$0
Mobilization Costs						\$0
Auger Borings (continuous sampling)						
5 to 15 ft; 2 to 25 ft	_0_ ft to _25_ ft					\$0
	___ ft to ___ ft					\$0
	___ ft to ___ ft					\$0
	> ___ ft					\$0
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify split spoon sampling interval)						
	___ ft to ___ ft					0
	___ ft to ___ ft					0
	___ ft to ___ ft					0
	> ___ ft					0
Decontamination Costs						
Mobilization Costs						
Direct Push/Hand Auger Borings (per point)						
Hand Probe/Auger	< 16 ft depth	1	1	112	\$8.50	\$952
NR 141 Variance Well Piezometer	<16 ft depth	2		16	\$6.50	\$208
	> ___ ft depth					\$0
Decontamination Costs						\$150
Mobilization Costs						\$300
Well Development (if done by subcontractor)						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums					\$55	\$0
Per Diem		1				\$0
Pre-pack Screen		2			\$125	\$250
Flush Mount Covers (interior)		2			\$100	\$200
Flush Mount Covers (exterior)					\$180	\$0
Concrete Coring (basement/exterior)					\$50	\$0
Borehole Abandonment (hand augers)		4		96	\$2.50	\$240
Total Drilling Costs						\$2,300

Consultant Name: Giles Engineering
 Site Name: Martinizing 301 Main St.
 Racine, WI
 BRRTS #: 02-52-552198

DERF Site Investigation Bid Sheet
Analytical Costs

Form 4400-233 (R 4/04) Page 4 of 6

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	\$65	13	8260							\$845.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses	\$0									\$0.00
Other: (Specify)										\$0.00
TOC*										\$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	\$65	4	8260							\$260.00
Nitrate*	\$15									\$0.00
Dissolved Oxygen*										\$0.00
Temperature*										\$0.00
Ferrous Iron*	\$8									\$0.00
Sulfate*	\$8									\$0.00
Sulfide*	\$15									\$0.00
ORP*										\$0.00
pH*										\$0.00
TOC*	\$15									\$0.00
Alkalinity*	\$8									\$0.00
Chloride*	\$8									\$0.00
Spec. Conductance*										\$0.00
Ethene/Ethane/Methane*	\$125									\$0.00
Hydrogen*	\$125									\$0.00
Carbon Dioxide*	\$125									\$0.00
RCRA Metals										\$0.00
Duplicate Analyses	\$65									\$0.00
Blank Analyses	\$0									\$0.00
Other: (Specify)										\$0.00
Nitrogen (total kjeldahl)	\$15									\$0.00
Phosphorous (total)	\$15									\$0.00
Manganese	\$8									\$0.00
Air Analysis										
VOCs	\$260									\$0.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
										\$0.00
Waste Analyses (soil/water)										
Protocol B	\$500	0								\$0.00
										\$0.00
Miscellaneous (specify)										
										\$0.00
										\$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										\$1,105.00

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

Consultant Name: Giles Engineering
 Site Name: Martinizing 301 Main St.
 Racine, WI
 BRRTS #: 02-52-552198
 Date: 10/21/08

DERF Site Investigation Bid Sheet

Analytical Costs

Form 4400-233 (R 4/04) Page 6 of 6

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal					
Soil Disposal - Special Waste	Non-Hazardous	per drum	\$80		\$0
Soil Disposal - Assume Direct Subtile C	Hazardous	per drum	\$195		\$0
Soil Drum Transportation		trip	\$75		\$0
Groundwater Disposal					
Groundwater Disposal	Non-Hazardous	per drum	\$145		\$0
Groundwater Disposal	Hazardous	per drum			
Groundwater Transportation		trip	\$75		\$0
Equipment Rental (list and include shipping costs if applicable)					
					0
					0
Field Supplies (list)					
Purge Water Drums			\$55	1	\$55
Peristaltic Sampling Pump			\$40	0	\$0
Water Level Indicator			\$20	1	\$20
Water Quality Meter			\$50		\$0
Hermit Data Logger			\$125		\$0
Photoionization detector			\$75	1	\$75
electronic scale			\$25	1	\$25
disposable bailer			\$15	2	\$30
Coring Machine			\$200	1	\$200
disposable filters			\$20		\$0
Surveying					
Survey Equipment			\$36	1	\$36
Air sampling purge pump			\$40		0
Personal Protection Equipment (list)					
					0
					0
Sample Shipping Costs					
					0
					0
					0
Other (specify)					
Mileage		100 Miles\rndtrip	\$0.60	240	\$144
Per Diem		overnight	\$100.00		\$0
					\$0
Total Miscellaneous Costs					\$585

Reminders: DERF does not reimburse for attorney, closure or GIS fees. Mileage and meals are also non-reimbursable. Also, costs to prepare a reimbursement application and discuss the application with the department are not reimburseable. No expedited shipping w/o prior PM approval.

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

Environmental Division Manager

Education

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

Professional Registrations and Certifications

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

Experience

Mr. Bugel offers more than 17 years of professional experience in the fields of environmental geology and hydrogeology and possesses a comprehensive background in managing environmental investigation and remediation projects. As a project manager, he has directed site investigation and remediation activities for numerous of properties with petroleum hydrocarbon, chlorinated solvent, polychlorinated biphenyl (PCB), and Resource Conservation and Recovery Act (RCRA) metals soil and groundwater impact. Mr. Bugel has also served as project manager for health risk and natural attenuation assessments and for sites under active remediation. In addition, his experience includes due diligence Phase I and II environmental site assessments (ESAs) for urban properties undergoing real estate transfer and development for municipal clients, real estate developers, and private parties.

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

Investigation and Remediation Services

- Project manager and lead investigator for WDNR Responsible Party Investigations in Halder and Newald, Wisconsin.
- Field operations supervisor during a WDNR state-led site investigation in Rock County, Wisconsin.
- Direct management and negotiation with regulatory agencies for strategic sampling and/or closure of more than 100 environmental site investigations, Phase II ESAs, and remedial actions for industrial and commercial contaminated sites with a variety of contaminant scenarios.
- Oversight on more than 100 additional Phase II ESAs and remedial actions of petroleum hydrocarbon, chlorinated solvent, and RCRA metals contaminant scenarios.
- Conceptualization, pilot testing, design, and installation of an active storm/sanitary sewer trench dewatering and contaminant containment system for a major automobile manufacturing facility.
- Conceptualization and development of plans and specification documents, and performed subcontractor bidding, scheduling, and coordination for insitu groundwater remedial actions, as well as exsitu soil excavations with landfill disposal or soil landspreading/biopile incorporation for a large automobile manufacturing facility construction project.
- Budget development and approval for site investigation and remedial action scopes and conditions.

Compliance Services

- Coordinated initial sampling activities at a natural gas pipeline compressor station facility during the course of a multi-site regulatory compliance study.
- Coordinated PCB and HSL sampling activities at 16 energy transmission pipeline compressor station facilities located in six states as part of a company-wide PCB regulatory compliance audit.

Thomas J. Bauman, PG

Project Hydrogeologist

Education

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

Professional Registrations and Certifications

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

Experience

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

Site Assessments

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

Investigation and Remediation

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

Field Geologist Experience

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

Steven C. Thuemling

Assistant Environmental Division Manager

Education

- AAS, Computer Engineering, Milwaukee School of Engineering, 1985

Professional Registration and Certifications

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

Experience

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

Stormwater Management

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

Remediation

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

Investigations and Remediation Services

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

Site Assessments

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

Erika L. Biemann, CHMM
Project Environmental Scientist

Education

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

Professional Registration and Certification

- Academy of Hazardous Materials Managers – Certified Hazardous Materials Manager

Experience

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

Environmental Site Assessments

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

Investigation and Remediation Services

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

Field Experience

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

Compliance Experience

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

Environmental Impact Assessments

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

Affiliations

- Federation of Environmental Technologists
- Wisconsin Women Environmental Professionals

**GENERAL CONDITIONS OF GEOTECHNICAL,
ENVIRONMENTAL, INDUSTRIAL HYGIENE,
AND/OR MATERIALS TESTING AGREEMENT**

January, 2005

Page 1 of 2



GILES

ENGINEERING ASSOCIATES, INC.

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

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

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

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

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

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

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

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

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

**GENERAL CONDITIONS OF GEOTECHNICAL,
ENVIRONMENTAL, INDUSTRIAL HYGIENE,
AND/OR MATERIALS TESTING AGREEMENT**

January, 2005

Page 2 of 2



GILES
ENGINEERING ASSOCIATES, INC.

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

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

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

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

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

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

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

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

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

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

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

Important Information About This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not** a mold prevention consultant; **none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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

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ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/1/2008
PRODUCER (262)574-7000 FAX: (262)574-7080 R & R Insurance Services, Inc. 1581 E Racine Ave PO Box 1610 Waukesha WI 53186		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Giles Engineering Associates Inc N8W22350 Johnson Dr Ste A1 Waukesha WI 53186-1679		
		INSURERS AFFORDING COVERAGE
		INSURER A: <u>Lexington Ins Co</u>
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

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

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

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

CERTIFICATE HOLDER ****Informational Purposes Only****	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE R Kalscheuer/A3361 <i>Richard J. Kalscheuer</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
R Kalscheuer/AB361

Richard J. Habscheuer

IMPORTANT

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

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

DISCLAIMER

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