FID 267007070
ERR/ERP
WASHINGTON CO.

ADVENT

ENVIRONMENTAL SERVICES, INC.

ENVIRONMENTAL INVESTIGATION

PROPOSAL

CLIENT: Mr. Jerry Butz

CLIENT ADDRESS: 712 W. Washington Street, West Bend, WI 53095

SITE NAME: Clothes Clinic

SITE LOCATION: 712 W. Washington Street, West Bend, WI 53095

COUNTY: Washington

ADVENT ENVIRONMENTAL SERVICES, INC. PROJECT NO.: 97059

DATE: October 21, 1993

SITE HISTORY

Low levels of volatile organic compounds (VOCs) associated with dry cleaning operations have been detected in the groundwater at the site during preliminary environmental assessments conducted for the Wisconsin Department of Transportation (WDOT). The precise source and extent of contamination have not been determined.

OBJECTIVE

* To provide the client with information regarding the source and degree of groundwater contamination on the Clothes Clinic Property. Advent will also measure the groundwater flow direction and the hydraulic gradient at the site. The full extent and degree of groundwater contamination will not be defined by this investigation because it is not possible to sample from beneath the Clothes Clinic building in the area of the suspected source.

SCOPE OF SERVICES

Advent Environmental Services, Inc. will provide the following services:

* Review all available site background information including but not limited to historical aerial photographs, Sandborn Maps, and city records, including neighboring properties.

* Contact appropriate authorities to obtain proper permits and to coordinate the locating and marking of underground utilities and conduits.

* Prepare and administer a site-specific safety plan.

* Observe and document the installation of two nested monitoring wells on the north side of the building. Soils will be sampled using a split spoon sampler at 2.5-foot sampling intervals. Soils will be described according to the Unified Soil Classification System.

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* Field screen selected soil and groundwater samples from the borings for VOCs with a photoionization detector (PID) using the headspace analysis method.

* Collect and analyze one soil sample from each boring for VOCs.

* Construct and develop the groundwater monitoring wells in accordance with Chapter NR141 of the Wisconsin Administrative Code. Following proper development, a groundwater sample will be collected from each newly installed well and the four existing monitoring wells and analyzed for VOCs. Quality assurance samples will be analyzed as required by the Wisconsin Department of Natural Resources (WDNR).

* Collect additional groundwater data to measure the groundwater flow direction and gradient.

* Conduct a baildown test to measure conductivity rates.

* Stockpile or containerize all soil cuttings producing PID readings in excess of one part per million (ppm). Drum all purge and equipment wash water and leave it on-site.

* Evaluate and interpret all field and laboratory results.

DOCUMENTATION

* Advent will provide the client with a letter report detailing on-site field activities. This report will contain soil boring logs, monitoring well construction reports, and laboratory data sheets. The report will also provide a general discussion outlining possible additional investigation or remediation options based on the site-specific conditions identified during the site investigation.

SCHEDULE

* Upon receipt of a signed proposal, Advent will contact the client to arrange a start date. The report will be submitted within 60 days after completion of field work.

STATEMENT OF QUALIFICATION AND EXPERIENCE

* The professional services staff of Advent is comprised of engineers, hydrogeologists, geologists, and other technical professionals. The projects completed by the professional services staff include UST removals, site assessments, site investigations, remedial action plan development, remediation of petroleum-contaminated soil and water, and groundwater monitoring and sampling.

* In addition, our professional services staff satisfies the consultant qualifications established by the WDNR. These WDNR qualifications are published in Chapter NR 700 of the Wisconsin Administrative Code.

* Advent maintains $1,000,000 errors and omissions insurance coverage, including pollution impairment liability, provided by an A. M. Best A- rated insurance company. An insurance certificate is available on request verifying the existence of the required insurance coverage.

BASIS FOR COST ESTIMATE

* It is Advent's intention to carry this project through to remediation. Data collected during the site investigation will be utilized by Advent to design and implement the most cost-effective remediation strategy.

* Advent will spend up to two days in the field observing and documenting soil borings, monitoring well installation, and sampling. Costs assume drilling in fair weather and do not take into consideration delays caused by rain, subfreezing temperatures, or other unforeseen circumstances.

* The drilling subcontractor costs have been estimated using a 20-foot average depth per soil boring. The groundwater table is believed to be 10-20 feet below ground surface at the site.

* This cost estimate assumes two borings, which will be converted into monitoring wells, will be completed. Actual site conditions may dictate the completion of more borings at a future date at additional cost.

* This cost estimate does not include the disposal of petroleum or hazardous substance-impacted soil cuttings, equipment washwater, or purge water. Disposal method and costs will be determined after completion of the site investigation and receipt of laboratory analyses.

* The costs outlined below are an estimate for the scope of services outlined in this proposal. Any deviation from the proposed scope of services may result in additional costs. No work beyond the scope of this proposal will be completed without authorization from the client.

COST ESTIMATE FOR THE ENVIRONMENTAL INVESTIGATION

LABOR COSTS

LABOR CATEGORY	ESTIMATED HOURS	RATE PER HOUR	COST
Hydrogeologist	5 Hours	$95.00	$475.00
Environmental Specialist	55 Hours	$70.00	$3,850.00
Technical Editor	1 Hour	$50.00	$50.00
Technical Drafter	2 Hours	$40.00	$80.00
Document Production	3 Hours	$25.00	$75.00
TOTAL LABOR			**$4,530.00**

TRAVEL COSTS

TRAVEL CATEGORY	QUANTITY	RATE	COST
Mileage	100 Miles	$0.40	$40.00
Per Diem	2 Days	$7.00	$14.00
TOTAL TRAVEL			**$54.00**

SUPPLY COSTS

SUPPLIES	QUANTITY	RATE	COST
Sampling Supplies	2 Kits	$25.00	$50.00
Photoionization Detector	1 Day	$75.00	$75.00
Miscellaneous Supplies			$200.00
TOTAL SUPPLIES			**$325.00**

COMMODITY SERVICES

COMMODITY SERVICE	QUANTITY	RATE	COST
Drilling Contractor			$1,600.00
Laboratory Analyses			
Soil			
VOCs	2	$135.00	$270.00
Groundwater*			
VOCs	7	$135.00	$945.00
VOCs Field Blank	1	$135.00	$135.00
VOCs Trip Blank	1	$67.50	$67.50
TOTAL COMMODITY SERVICES			**$3,017.50**

* Includes WDNR quality assurance samples.

TOTALS

TOTALS	COSTS
TOTAL LABOR	$4,530.00
TOTAL TRAVEL	$54.00
TOTAL SUPPLIES	$325.00
CONSULTING SERVICES SUBTOTAL	$4,909.00
COMMODITY SERVICES SUBTOTAL	$3,017.50
ESTIMATED PROJECT TOTAL	$7,926.50

TERMS AND CONDITIONS OF WORK PERFORMED

* This proposal is subject to the terms and conditions outlined in the attached Environmental Consulting Services Agreement.
* Advent will invoice the client on a time and material basis according to the attached fee schedule.
* Prices stated are current prices and any increases prior to start date will be reflected on invoices. Client will be notified of all price increases prior to start of any work.
* Payment terms are NET 30 days from invoice date. Past due accounts will be charged one percent per month.

PP:jad

ADVENT

ENVIRONMENTAL SERVICES, INC.

ENVIRONMENTAL CONSULTING SERVICES AGREEMENT

This Professional Services Agreement is entered into this 21st day of October, 1993, by and between Advent Environmental Services, Inc. (Advent) and Mr. Jerry Butz. (Client).

Advent and Client agree to the following terms and conditions:

1. **SERVICES.** Advent agrees to perform the professional engineering, consulting, and other services described in the proposal, dated October 21, 1993 (hereinafter referred to as the "Proposal").

2. **RECOGNITION OF RISK.** Client recognizes, and Advent's performance under this Agreement is subject to, the following risks:

   (i) it is not possible with a limited sampling program to absolutely prove the absence of hazardous or solid waste materials at the site;

   (ii) investigations by Advent at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to the appropriate federal, state, and local regulatory authorities shall remain the Client's;

   (iii) environmental, geological, geotechnical, groundwater, and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time and from place to place at the site;

   (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soil or groundwater by contaminants already on-site;

   (v) certain governmental regulations regarding hazardous waste sites purport to require achievement of results that cannot be accomplished in an absolute sense (e.g., the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site;

   (vi) because technologies regarding investigations of subsurface conditions, environmental cleanup techniques, long-term effects of chemicals and treatment methods on soils, and availability and performance of manufacturing equipment is constantly changing, improvement of these or other subjects shall not be deemed as evidence that Advent has failed to perform its services under this agreement in accordance with generally prevailing professional standards; and

   (vii) government regulations with respect to environmental contamination, cleanup, education, and/or training may change over time.

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3. **CLIENT OBLIGATIONS.** Client shall provide or make available to Advent any documents and information regarding conditions at the site (e.g., hazardous or solid wastes, substances, contaminants, pollutants, underground obstructions, utilities, underground piping, site history, and utility lines and manufacturing specifications, requirements, and processes). Advent is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by Advent.

   Client shall provide for Advent's right to enter the project site and/or adjacent properties as necessary for Advent to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall protect Advent against any claims of trespass or property damage made while providing the services described in this Proposal, except where Advent is negligent or has violated the Client's specific written instructions.

   Client shall be responsible for repairs to all roadways, paved areas, and right-of-way resulting from Advent's reasonable performance of services under this Agreement.

4. **PROJECT DELAY.** Advent is not responsible for any delay caused by third parties, unforeseen weather conditions, intervention of public authorities, lack of necessary permits, work stoppages, changes in applicable federal, state, or local laws or regulations after the date of this Agreement, failure of Client to provide necessary information needed by Advent to perform the services described in Agreement, or any other condition or event beyond the reasonable control of Advent. In the event of any such delay, Advent shall be entitled to reasonable additional time to perform the services described in the Proposal. Advent shall be compensated for additional fees and costs caused by such delay.

5. **PROJECT CHANGES.** Client may at any time prior to completion of the services described in this Proposal request modifications in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by Advent. Client shall be responsible for any additional fees or costs of Advent resulting from such changes. If such changes increase the time necessary to perform the services described in this Agreement, Advent shall be entitled to an appropriate time extension. Notwithstanding any other provision of this Agreement, an oral order for changes from Client to Advent (including direction or instructions given in person or by telephone) shall constitute a valid change order under this Agreement, provided that Advent gives Client written notice within ten days of such oral order stating that Advent regards the oral order as a change order and that Advent agrees to the change.

6. **INDEMNIFICATION.** Advent agrees to indemnify Client, its directors, officers, employees, and agents against any and all claims, demands, causes of action, liability and costs (including attorneys' fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of Advent, its employees, or agents, in the performance of services under this Agreement. However, Advent will not be obligated to indemnify Client against liability resulting from Client's or its directors', officers', employees', agents' or contractors', and subcontractors' negligence or intentional misconduct.

Client agrees to indemnify Advent, its employees, agents, and subcontractors against any claims, demands, causes of action (including those by third parties), and liability and costs (including attorney's fees and other costs of defense) resulting from the following:

(i) any release or threatened release of hazardous wastes or contaminants or any failure to detect or evaluate the existence or release of such materials;

(ii) any claim that Advent or its subcontractors is a "generator" or "transporter" of hazardous wastes or an "operator" of the site, as defined under state or federal laws; or

(iii) any negligent act, omission, or willful misconduct of the Client, its employees, agents, or other third party.

7. **CLIENT REPRESENTATIVE.** Client shall designate in writing a person to act as Client's representative regarding the services described in this Proposal. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from Advent with respect to this Agreement.

8. **SAFETY.** Advent will perform work only under safe conditions. Client will be responsible for all costs incurred by Advent for safety or security measures required by hazardous job conditions. Advent has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.

9. **ASSIGNMENT AND SUBLETTING.** This Agreement is binding on heirs and assigns of the parties. This Agreement may not be assigned by Client to any third party without the express written consent of Advent. Advent has the right to transfer, assign, or sublet all or any portion of its rights and obligations as described in this Proposal upon 15 days' written notice to the Client.

10. **NOTICE OF LIEN RIGHTS.** AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ADVENT HEREBY NOTIFIES CLIENT THAT PERSONS, COMPANIES, OR CONSULTANTS FURNISHING LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON THE CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO ADVENT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FURNISH LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR, MATERIALS, OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ADVENT AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS WHO SEPARATELY CONTRACT WITH ADVENT ARE DULY PAID.

11. **GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the rules of the State of Wisconsin.

12. **EFFECTIVE DATE.** This Agreement shall take effect upon acceptance and execution by both parties.

13. **FEES FOR SERVICES.** Client shall pay Advent the full amount of the single price quoted in the Proposal. Any price designated in the Proposal as an Estimate shall be for estimating or budgeting purposes only. In the event that the Proposal quotes a price on a time and materials basis rather than on a single price basis, Client shall pay Advent for services in accordance with the provision of the Standard Rate Schedule attached to the Proposal and made a part of this Agreement.

Payment is due within 30 days of the date of invoice submitted by Advent to Client. Advent will submit invoices to Client upon completion of services, or upon completion of discreet phases of the project services if the Proposal identifies such Phases. A late service charge of 1% per month will be added to all invoices outstanding more than 30 days. Client agrees to pay all applicable taxes in addition to the fees described above incurred by Advent in collecting any past dues arising under this Agreement.

APPROVAL & ACCEPTANCE: Approval and acceptance of this Proposal, including any attachments, shall serve as a binding contract between Advent Environmental Services, Inc. and Mr. Jerry Butz. All services defined in this Proposal shall be executed in accordance with the terms and conditions of this agreement, unless otherwise modified herein.

ADVENT ENVIRONMENTAL SERVICES, INC.

Signed: _____

Title: Proj. Manager

Dated: 10-21-93

MR. JERRY BUTZ

Signed: _____

Title: _____

Dated: _____

cc: Don Gallo, Michael, Best & Friedrich, 100 E. Wisconsin Avenue, Milwaukee, WI 53205-4108
Pam Mylotta, WDNR, 4041 N. Richards Street, P.O. Box 12436, Milwaukee, WI 53212

ADVENT

ENVIRONMENTAL SERVICES, INC.

fee schedule

	Rate
Hydrogeologist:	$95 per hour
Project Manager:	$85 per hour
Environmental Specialist:	$70 per hour
Technical Editor:	$50 per hour
Technical Drafter:	$40 per hour
Document Production:	$25 per hour
Vehicle Charges:	$0.40 per mile
Photoionization Detector:	$75 per day
Metal Detector:	$25 per day
Air Monitor:	$55 per day
55-Gallon Storage Drum:	$30 per drum
Per Diem:	up to $30 per day
Lodging:	up to $50 per day
Soil Sampling Kit: Includes: Four 4 oz. Teflon lidded jars, four 4 oz. headspace jars, eight pairs of latex gloves, and misc. supplies	$25 per kit
Groundwater Sampling Kit: Includes: Three 40 ml vials, one 1 liter Amber glass jar, one disposable polyethylene bailer, one pair of latex gloves, and misc. supplies	$25 per kit
Advent Environmental Services, Inc. Inventoried Supplies: Charges will reflect actual items used.	Cost plus 25%

Rev. 12/92

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ENVIRONMENTAL SERVICES, INC.

client reference list

Mr. John Lewis
State of Wisconsin
Department of Transportation
4802 Sheboygan Avenue
Madison, WI 53707
(608) 267-3147

Mr. Donald Roettgers
Roettgers Oil Company
5169 North 37th Street
Milwaukee, WI 53209
(414) 466-0890

Mr. Kevin Kemper
Mr. Tim Anheuser
Kapur & Associates
7711 N. Port Washington Rd.
Milwaukee, WI 53217
(414) 351-6668

Mr. Robert Hannan
Wisconsin Lift Truck Corp.
12745 West Townsend Street
Brookfield, WI 53005
(414) 781-8010

Ms. Sharon R. Lesak
Real Estate Agent
7525 W. Greenfield Avenue
West Allis, WI 53214
(414) 256-8286

Mr. Roger V. Grunow, P.E.
City of Prairie du Chien
207 W. Blackhawk Avenue
P.O. Box 324
Prairie du Chien, WI 53821
(608) 326-6406

Mr. Jim Adler
Ripps Citgo Service Station
119 E. Main St.
Waunakee, WI 53597
(608) 849-5713

Mr. Mike Lochen
Lochen Implement Co.
512 Franklin St.
Newburg, WI 53060
(414) 675-6565

Mr. Bob Maass
Oneida County Highway
Commissioner
(715) 369-6184

Mr. Louie Valle
City Clerk - City of Montreal
(715) 561-4955

Mr. Bob Balsic
Bob's Auto Repair Center
6000 W. National Avenue
West Allis, WI 53214
(414) 453-9915

Mr. Steve Reinke
Reinke's Union 76 Service
7206 W. State Street
Wauwatosa, WI 53213
(414) 257-9370

Mr. Jerry Kershasky
Westmoor Country Club
400 W. Moorland Road
Brookfield, WI 53005-4252
(414) 796-7815

Mr. Tom Mehns
Badger Cab
12 N. Few Street
Madison, WI 53703
(608) 256-1363

Mr. Ron Smith
Smith's Servce Center
231 N. Fair Oaks
Madison, WI 53714
(608) 241-1232

Mr. Tom Coenen
Coenen/Swandby Associates
44 E. Mifflin Street, Suite 400
Madison, WI 53703
(608) 283-2588

Mr. Larry Wiesenbeck
Manager
Farmers Union Cooperative
539 N. Knowles Avenue
New Richmond, WI 54017
(715) 246-2195

PECFA banking references

Mr. David Diedrich
Norwest Bank Wisconsin
3600 Calumet Avenue
Manitowoc, WI 54220
(414) 683-7420

Mr. Michael Quallio
Mr. Jerry Jones
First Wisconsin National Bank
of Sheboygan
605 Plaza 8
Sheboygan, WI 53081
(414) 459-6946

Mr. William Bogard
F & M Bank
N88 W16554 Main Street
Menomonee Falls, WI 53051

Mr. Dan Nichols
Vice-President Commercial
Loans
Anchor Savings and Loan
25 W. Main Street
Madison, WI 53703
(608) 252-8930

homeowner UST removals

Supplied on request.