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268188800

March 7, 2002

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Ms. Gina N. Keenan  
Wisconsin Department  
of Natural Resources  
P.O. Box 12436  
Milwaukee, WI 53212

Dear Ms. Keenan:

Re: Former Bask Drycleaning Facility  
Westbrook Shopping Center  
2136 East Moreland Road,  
Waukesha, Wisconsin

This correspondence transmits the following documents pertaining to the former Bask drycleaning facility at 2136 East Moreland Road, Waukesha, Wisconsin (the "Property"):

1. Remediation Agreement dated December 28, 2001;
2. Copies of four proposals to conduct site investigation activities at the Property arising out of the former operations of a drycleaning facility.

The objectives of the proposal comparison was to determine the scope of each consultants' proposal, evaluate conformity with the requirements of the Drycleaners Environmental Response Program ("DERP"), compare consultant qualifications, review the proposed approach and compare costs.

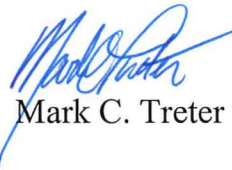
Based on the comparison of consultant approach, costs and qualifications, Sigma has submitted the low cost proposal. We have reviewed the credentials and experience of Sigma in investigating chlorinated hydrocarbon contamination and are satisfied that this consultant has the appropriate degree of experience and that this consultant's proposal presents the best value for the site investigation. Robert Schlytter and David Baskerville have, therefore, selected

Ms. Gina N. Keenan  
March 7, 2002  
Page 2

Sigma Environmental Services, Inc. as the consultant to perform the site investigation.

After you have had an opportunity to review the proposed approaches and costs presented in these four enclosed proposals, please let us know on behalf of the Department if you concur with this consultant selection. Please note that the DNR was notified of a release at this location on February 12, 2002. Further, the Potential Claim Notification was submitted to the DNR on March 1, 2002. If you should have any questions or comments in the interim, I can be reached directly at 414-298-8361.

Yours very truly,



Mark C. Treter

MW\780940MCT:DAS

Encs.

cc Mr. David D. Baskerville (w/copy of memo)  
Mr. Robert O. Schlytter (w/copy of memo)  
Donald P. Gallo, Esq. (w/copy of memo)

**PROPOSAL FOR A DERP  
SITE INVESTIGATION AT  
WESTBROOK SHOPPING CENTER  
2136 EAST MORELAND BOULEVARD  
WAUKESHA, WISCONSIN**

**PREPARED FOR:  
MR. DAVID D. BASKERVILLE  
BASK, INC.  
121 SOUTH HAMILTON STREET, SUITE U  
P.O. BOX 1298  
MADISON, WISCONSIN 53701**

**PREPARED BY:  
SIGMA ENVIRONMENTAL SERVICES, INC.  
220 EAST RYAN ROAD  
OAK CREEK, WISCONSIN 53154  
(414) 768-7144**

**PROJECT REFERENCE #6980**

**AUGUST 2001**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>1. INTRODUCTION</b> .....	<b>1</b>
1.1 Statement of Understanding .....	1
<b>2. SOIL AND GROUNDWATER INVESTIGATION ACTIONS</b> .....	<b>1</b>
2.1 Purpose .....	1
2.2 Scope of Work .....	1
2.2.1 Site Investigation and Remedial Actions .....	2
<b>3. DERP CLAIM SUBMITTALS</b> .....	<b>3</b>
<b>4. STATEMENT OF QUALIFICATIONS AND EXPERIENCE</b> .....	<b>4</b>
4.1 Firm Profile .....	4
4.2 Project Team .....	4
<b>5. INSURANCE, FINANCIAL, AND CONTRACT INFORMATION</b> .....	<b>5</b>
5.1 Insurance .....	5
5.2 Project Budget and Invoicing .....	6
5.3 Contract .....	6

**LIST OF APPENDICES**

**Appendix**

- A. Health and Safety Plan
- B. Client References
- C. Certificate of Insurance
- D. Project Budget
- E. Professional Service Contract

## 1. INTRODUCTION

- 1.1 **Statement of Understanding.** Presented in an August 21, 2001 correspondence, Reinhart, Boerner, Van Deuren, Norris & Rieselbach, S.C., on behalf of Mr. David D. Baskerville, requested a proposal for site activities to evaluate a condition of environmental concern, specifically the presence of chlorinated organic compounds in soil in association with the former dry cleaners establishment located at 2136 East Moreland Blvd., Waukesha, Wisconsin (the site). It is Sigma's understanding that the client desires to investigate any chlorinated impacts to soil and groundwater associated with the site in such a manner to be eligible for reimbursement funds available through the Dry Cleaner Environmental Response Program (DERP). Therefore, Sigma has prepared this proposal to provide turnkey services for site investigation activities in accordance with Wisconsin Administrative Code, Chapter NR 140, NR 141, NR 169, NR 700 series and other applicable codes in a manner that is consistent with the client's goals.

## 2. SOIL AND GROUNDWATER INVESTIGATION ACTIONS

- 2.1 **Purpose.** The purpose of the proposed soil and groundwater investigation actions are to: 1) establish eligibility of the site under the DERP program; 2) complete the delineation of identified chlorinated impacts to the subsurface mediums; and 3) prepare a written report satisfying the requirements of Chapter NR 716 of the Wisconsin Administrative Code. The goals defined above, should be achieved by completing the tasks outlined in Sigma's Scope of Work. Please note, three "phases" to address environmental impact issues exist under the DERP program. The three "phases" are: 1) immediate actions; 2) interim actions; and 3) site investigation and remedial actions. Based on an evaluation of available site data and to minimize out of pocket costs that may be incurred under the DERP program, Sigma has designed this proposal to meet the requirements under the site investigation and remedial actions "phase" of the DERP program. At any time should additional site information warrant a change in project scope, Sigma will notify the client or their representatives immediately in order to discuss and adjust the project plan.
- 2.2 **Scope of Work.** Recognizing that a substantial portion of site investigation and potential remediation activities associated with the site may be eligible for coverage under the DERP program, a systematic and common sense investigation approach has been designed to meet the client's goals, satisfy regulatory requirements and optimize the client's reimbursement under the DERP program. The proposed activities and design of the scope of work presented in the following section is based on site history, on available site details, and on Sigma's experiences with similar projects conducted in the general vicinity of the subject site. The scope of work has been designed to meet the requirements of the DERP program, maximize the use of site environmental data generated to date, and to recoup financial costs incurred to the maximum amount under the DERP program.

2.2.1 Site Investigation and Remedial Actions. Sigma proposes a four phase approach to investigative activities at the subject site. The first phase will consist of establishing eligibility of the site for financial reimbursement under the DERP program. Upon establishing eligibility, Phase 2 will be implemented and include the preparation and submittal to the WDNR a work plan as required under Chapter NR 169.09 and NR 716.09 of the Wisconsin Administrative Code. Upon receipt of workplan approval from the WDNR, Phase 3 will be implemented and consist of the installation of soil borings and groundwater monitoring points. Proposed borings/monitoring points will be installed to further delineate the extent of identified chlorinated impacts at the site and assist in the evaluation of aquifer characteristics. Upon completion of Phase 3 activities and if an evaluation of site data supports the conclusion that chlorinated impacts to soil and groundwater have been adequately defined, Phase 4 will be implemented and consist of the preparation of a technical report documenting the subsurface investigation results.

Detail Phase - 1: Establishing DERP Eligibility

Prior to implementation of site investigation activities the site will be established as eligible for financial reimbursement under the DERP program. Establishing eligibility will include completion of items 1, 2, and 3 listed below. Although final cost recovery eligibility is determined under the program at the time of a claim submittal milestone, the following systematic procedures will be strictly complied with to establish eligibility and maximize capital reimbursement to the client through the DERP program:

SITE INVESTIGATIONS ACTION

- 1) Report the discharge to the department per s. NR 169.09(1)(c) and s. NR 706.05.
- 2) Notify the department of the potential to submit a claim for reimbursement under this program, as required by s. NR 169.09(1)(c) and s. 292.65(4)(c), Stat.
- 3) Apply for the program on a form developed by the department.

Detail Phase - 2: Workplan Preparation and Submittal

Upon completing the necessary activities to establish initial eligibility, Sigma will proceed with Phase 2 and complete and submit to the WDNR a ch. NR 716.09 compliant work plan as required under Wisconsin Administrative Code, Chapter NR 169.09. Upon receipt of workplan approval from the WDNR, Sigma will implement Phase 3 activities.

Detail Phase - 3: Site Investigation Actions

Sigma proposes the installation of five soil borings to a depth of 15 feet and converting the borings to five groundwater monitoring wells. Placement of the soil borings/groundwater monitoring wells will be based on available site data

and access. The soil borings and monitoring wells will be installed to: 1) identify the vertical and lateral extent of chlorinated impacts underlying the site; 2) evaluate subsurface geology; and 3) evaluate aquifer characteristics beneath the site.

Soil samples will be collected continuously during boring advancement. Based on field observations and photoionization screening, two select soil samples from each boring will be submitted for analysis of EPA Method 8260 or 8021 volatile organic compounds (VOCs). Upon completion of borehole advancement, each boring will be converted in to a Chapter NR 141 compliant groundwater monitoring well. One round of groundwater samples will be collected from each monitoring well and submitted for laboratory analysis of EPA Method 8260 or 8021 VOCs. In addition, water level measurements will be collected and provide a preliminary determination of groundwater depth and direction of groundwater flow.

#### Detail Phase - 4: Report Preparation

Upon completion of the proposed investigation activities, a report detailing Sigma's findings will be prepared. The report will discuss the types, degree and extent of subsurface soil and groundwater contamination and provide recommendations for further site activities or case closure, if applicable.

### **3. DERP CLAIM SUBMITTALS**

Sigma will provide the overall project management during site investigation action activities. Sigma's responsibilities will include, but not be limited to, securing and documenting commodity service bids, reviewing and approving consultant and commodity service invoices, and coordinating all proposed interim action activities.

Upon reaching specified ch. NR 169 milestone dates, Sigma on the client's behalf, will prepare a claim for all eligible costs incurred through the mile stone. At the time of the claim preparation, it will be the client's responsibility to provide canceled checks demonstrating payment of the invoices to be submitted for reimbursement and to provide all other information outlined in ch. NR 169.17 that is not obtainable through reasonable effort by Sigma. Claim milestone dates applicable under this proposal include:

- The completion of remedial action, or prior to requesting site closure. *Application for this claim must be submitted within 120 of completing the remedial action , or prior to requesting site closure under ch. NR 726.*

*Sigma advises Mr. David Baskerville as outlined in ch. NR 169, that although the Dry Cleaner Environmental Repair Program (DERP) may reimburse a substantial share of the cost of conducting interim action activities and site investigation and remedial action activities associated with chlorinated organic compound contamination, the owner will have a program deductible which they must pay. Additionally, there may be costs that*

*are not covered by the DERP fund or are above the maximums that will be reimbursed for by the fund. A remediation may cost you more than the deductible.*

#### 4. STATEMENT OF QUALIFICATIONS AND EXPERIENCE

4.1 **Firm Profile.** Sigma Environmental Services, Inc., (Sigma) is a Wisconsin-based, interdisciplinary team of scientists, engineers, and technicians providing environmental consulting and engineering to a wide variety of industrial, municipal, and commercial sector clients. Sigma (operating as the technical services division of CBC Environmental Services until 1990) has been providing site investigation, remediation and environmental compliance services since 1983. The vast majority of Sigma's work has been with the commercial and industrial community in Wisconsin providing technical and management assistance in such areas as:

- o Air Emissions Management
- o Waste Management
- o Wastewater/Storm Water
- o Storage Tank Management
- o Pollution Prevention
- o Facility Engineering
- o Investigation and Remediation
- o Real Estate and Development

In performing site investigation, remediation and other services for our clients, we have developed a very strong understanding of Wisconsin's rules and regulations; and effective relationship with the WDNR's technical staff; a firm grasp of the local geology and hydrogeology; and most importantly, a proven commitment to pro-active client advocacy.

Sigma is currently engaged and has successfully completed hundreds of investigation/corrective action (closure) projects for clients relative to hydrocarbon, organic compounds and heavy metal contaminated sites. We have developed investigation closure plans, implemented work plans, performed evaluations and completed corrective actions under the requirements of the State's RCRA program (NR 600), groundwater regulations (NR 140) and the remediation of contaminated land regulations (NR 700).

Our current staff of 60 includes five registered professional engineers, nine certified hydrogeologists, two certified hazardous materials managers and additional scientists, technicians and compliance specialists who have experience in providing environmental consulting assistance to our clientele.

4.2 **Project Team.** Sigma's view of its role for this project is to provide the necessary technical and strategic support to achieve the client's desired outcomes. Our project team has been assembled to combine the skills and abilities needed to complete the Scope of Services properly, timely and in economically efficient manner.



The Sigma project team is comprised of highly-qualified professionals whose collective experience in hazardous waste projects, soil and groundwater quality investigations and remediation is very significant. The team members have a thorough understanding of soil and groundwater contamination, contaminant transport and associated investigation and remediation techniques, and have been assembled specifically with the following attributes in mind:

- A general understanding of the client's objectives, principles, operations and constraints;
- Comprehensive knowledge and experience in performing remedial investigations, closures and site clean-ups consistent with the requirements of Wisconsin Administrative Codes, Chapters NR 140, NR 141, NR 169, NR 700 series, COMM 46, COMM 47 and Wisconsin Stats. 292;
- Substantial experience in conducting characterization corrective measures studies, designing and operating remedial activities, and performing monitoring associated with soil and groundwater contamination with closure objectives;
- Demonstrated ability to work with the WDNR and Wisconsin Department of Commerce to determine practical solutions;
- Working experience at sites located in this geographical area;
- A strong partnership attitude.

In addition to the above-listed attributes, all of Sigma's field and professional staff have received over forty hours of health and safety training and are experienced and equipped to safely work in a wide variety of hazardous situations and within contaminated soil and groundwater sites.

## **5. INSURANCE, FINANCIAL, AND CONTRACT INFORMATION**

**5.1 Insurance.** Sigma currently maintains \$2 million in professional/environmental liability insurance for all PECFA and DERP project work (see a copy of Sigma's insurance certificate included as Appendix C). Sigma's professional liability and environmental impairment liability coverage will be provided by the American International Specialty Lines Insurance Company, rated A++ by A.M. Best and part of the American International Group.

In addition, all commodity service providers (drillers, laboratories, etc.) are also required to maintain \$2 million in professional environmental liability insurance. Commodity service providers are required by Sigma to:

- Provide insurance coverage by a firm that has an A.M. Best rating of at least "A-";

- Notify the consultant immediately if the insurance coverage required is interrupted, suspended, lapsed or terminated for any reason;
- Indemnify consultant or Owner for all commodity service costs in question determined to be ineligible for DERP reimbursement by the DERP staff due to commodity service providers failure to maintain the required insurance coverage;
- Honor unit costs for one calendar year starting on the first day work is performed.

**5.2 Project Budget and Invoicing.** A cost estimate, based upon the Scope of Services defined, has been prepared and is included as Appendix D. The costs presented are estimates based on our understanding of the services requested by the client, a cursory review of available subsurface characterization data, and the assumptions provided in this proposal.

While rates listed in the fee schedule are appropriate for all professional services provided by Sigma under this contract, please note that all commodity services shall be bid out (3 bid) on a task-by-task basis. All commodity service invoices will be direct billed to the client; however, all commodity service invoices will be reviewed by Sigma for accuracy before payment is recommended.

**5.3 Schedule and Contract.** A professional service contract (PSC) is included in Appendix E. As Sigma's authorization to proceed with the Scope of Work presented in this proposal, please execute and return the PSC to Sigma.

## HEALTH AND SAFETY PLAN

**SITE SAFETY PLAN**  
(Use last page if additional space is necessary)

**GENERAL**

DATES PLAN IN USE: \_\_\_\_\_ DATES PREPARED: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_ SITE/AREA NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_

EXISTING INFORMATION FOR SITE: DETAILED \_\_\_\_\_ PRELIMINARY \_\_\_\_\_ SKETCHY \_\_\_\_\_ NONE \_\_\_\_\_

HAZARDOUS MATERIAL FORM: GAS \_\_\_\_\_ LIQUID \_\_\_\_\_ SLUDGE \_\_\_\_\_ SOLID \_\_\_\_\_

CONTAINMENT: DRUM \_\_\_\_\_ PIT \_\_\_\_\_ POND \_\_\_\_\_ LAGOON \_\_\_\_\_ TANK (ABOVEGROUND) \_\_\_\_\_ TANK (UNDERGROUND) \_\_\_\_\_  
SOIL \_\_\_\_\_ DEBRIS \_\_\_\_\_ OTHER \_\_\_\_\_ CONDITION \_\_\_\_\_

CHARACTERISTICS: CORROSIVE \_\_\_\_\_ IGNITABLE \_\_\_\_\_ RADIOACTIVE \_\_\_\_\_ VOLATILE \_\_\_\_\_ TOXIC \_\_\_\_\_  
REACTIVE \_\_\_\_\_ OTHER \_\_\_\_\_ UNKNOWN \_\_\_\_\_

**SITE/AREA SPECIFICS**

**HIGH HAZARD MATERIAL:**

COMPOUND	ANTICIPATED CONCENTRATION	WARNING PROPERTIES
_____	_____	_____
_____	_____	_____
_____	_____	_____

SITE HISTORY: TOPOGRAPHY \_\_\_\_\_

STATUS: OPEN \_\_\_\_\_ CLOSED \_\_\_\_\_ LIMITED ACCESS \_\_\_\_\_ UNKNOWN \_\_\_\_\_

HISTORY (Regulatory action, local complaints, injuries, site controls):

\_\_\_\_\_  
\_\_\_\_\_

**UNUSUAL FEATURES (Control feature integrity, utilities, obstacles):**

\_\_\_\_\_  
\_\_\_\_\_

**HAZARD ASSESSMENT**

Evaluation of expected hazard (work assignments, operational consideration, routes of exposure, health effects, material stability):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPERATIONAL PROCEDURES**

Site command and control (Include sketch or map as appropriate):

PERIMETER CONTROL \_\_\_\_\_

STAGING AREA \_\_\_\_\_

EQUIPMENT REQUIREMENTS \_\_\_\_\_

**PERSONNEL PROTECTION**

General level of protection required: A \_\_\_\_ B \_\_\_\_ C \_\_\_\_ D \_\_\_\_

Modification or specialized equipment: \_\_\_\_\_

\_\_\_\_\_

Detection Equipment (survey meters, dosimeters):

\_\_\_\_\_

Communications (type, range, frequencies, alternates, hand signals):

\_\_\_\_\_

**AUTHORIZED TEAM PERSONNEL**

Name	Position/Employer	Training (type/date)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OTHER PERSONNEL** (Prearranged visitors, support personnel):

Name	Agency/Company	Restrictions
_____	_____	_____
_____	_____	_____
_____	_____	_____

**MONITORING PROCEDURES** (Use and employment of fixed, portable, real-time, continuous and/or periodic monitoring devices):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DECONTAMINATION PROCEDURES**

(Include sketch of exclusion, contamination reduction and support zones):

PERSONNEL \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PERSONNEL PROTECTIVE EQUIPMENT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SAMPLING EQUIPMENT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUPPORT EQUIPMENT \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DECON MATERIALS REQUIRED (containers, decon solutions): (Site Specific) \_\_\_\_\_  
\_\_\_\_\_

SPECIAL HAZARDS: \_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY PROCEDURES**

HIGH HAZARD MATERIALS (Known or anticipated):

Name	Acute Exposure Symptoms	First Aid
_____	_____	_____
_____	_____	_____
_____	_____	_____

Location of Nearest Working Phone \_\_\_\_\_  
\_\_\_\_\_

Other Emergency Communications \_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY PHONE NUMBERS**

Name/Location	Phone #	
Emergency Gov't Hotline	Wisconsin	1-608-266-3232
Ambulance	_____	_____
Fire	_____	_____
Police	_____	_____
Hospital	_____	_____
Environmental	_____	_____
Utilities	_____	_____

**ADDITIONAL RESOURCES:**

Name

Agency/Company

Phone #

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Route to Hospital \_\_\_\_\_  
\_\_\_\_\_

Alternative \_\_\_\_\_  
\_\_\_\_\_

**EQUIPMENT CHECKLIST**

Protective and Safety Equipment (type, material, amount required):

SCBA \_\_\_\_\_ Spare Cylinders \_\_\_\_\_

Escape Mask \_\_\_\_\_ Chem-Mech Respirators \_\_\_\_\_

Full Face \_\_\_\_\_ Half Face \_\_\_\_\_

Canister \_\_\_\_\_ Cartridge \_\_\_\_\_

Hardhat \_\_\_\_\_ Face Shield \_\_\_\_\_ Chem Goggles \_\_\_\_\_  
\_\_\_\_\_

Safety Glasses \_\_\_\_\_ Ear Protection \_\_\_\_\_

Gloves: Surgical \_\_\_\_\_ Chem \_\_\_\_\_ Outer \_\_\_\_\_

Chem Resist Coveralls \_\_\_\_\_ Disposal Coveralls \_\_\_\_\_

Splash Aprons \_\_\_\_\_ Splash Suits \_\_\_\_\_

Boots \_\_\_\_\_ Boot/Shoe Covers \_\_\_\_\_

Fully Encapsulated Suits \_\_\_\_\_

Dosimeters \_\_\_\_\_

First Aid Equipment \_\_\_\_\_

Eye Wash Station \_\_\_\_\_ Fire Extinguisher \_\_\_\_\_

Decon Materials \_\_\_\_\_

Safety Harness \_\_\_\_\_ Special Tools \_\_\_\_\_

Other \_\_\_\_\_  
\_\_\_\_\_

After Action Report To: \_\_\_\_\_ Date: \_\_\_\_\_

Post Site Medicals \_\_\_\_\_  
\_\_\_\_\_

Lined writing area consisting of 30 horizontal lines.

PLAN APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_



## CLIENT REFERENCES

## INVESTIGATION AND REMEDIATION CLIENT LIST

### Agricultural and Chemical Clients

Burlington Consumers Cooperative  
Riverdale Ag Service, Inc.

Shawano Equity Cooperative

### Dry Cleaning Clients

Industrial Towel and Uniform, Inc.

### Government Clients

City of Milwaukee  
City of Oconomowoc  
Milwaukee Economic Development  
Corporation  
Milwaukee Public Schools

Town of Mt. Pleasant  
Village of Williams Bay  
Waukesha Water Utility  
Wisconsin Department of Natural  
Resources

### Industrial/Manufacturing Clients

Cudahy Tanning Company, Inc.  
Fairbanks Morse Engine Division  
Kewaskum Dairy  
Mercury Marine

Pabst Brewing Company  
Rice Insulation  
Ringier America, Inc.  
Ryder Truck Rental

### Petroleum Marketers and Tank Owners

Clark Refining & Marketing, Inc.  
Condon Companies  
Hometown, Inc.  
Shelfond Oil

SuperAmerica Group  
Swatek Sales  
The Jacobus Company  
U.S. Oil Company, Inc.

### Real Estate

Ogden Development Group

Redmond Development Company

## RELATED PROJECT EXPERIENCE

- **Agricultural & Chemical Clients - Burlington Consumers Cooperative**

Pesticides were detected in soil and groundwater at a Burlington Consumers Cooperative facility during a joint DATCP and WDNR investigation. Sigma was retained to delineate the extent of soil contamination, remediate the soil (if necessary), determine whether groundwater impacts existed, and obtain case closure.

Sigma defined the extent of pesticide-impacted soil related to historical land use. On-site immunoassay analysis with laboratory confirmation was used to define the extent of soil impacts. Based on a technical evaluation and costs analysis of applicable alternatives, limited soil excavation and land spreading was determined to be practical and cost-effective. Sigma calculated an appropriate statistical mean pesticide concentration to decrease the pesticide concentration values used in the acreage calculation, thus allowing a reduced number of acres to be acquired for land spreading. Sigma provided a Certified Pesticide Applicator to assist the Coop with the land spreading application process.

Results of the groundwater investigation indicated that limited groundwater impacts existed near the former loadout area, the loadout pad, and the down-gradient margin of the site. Sigma is conducting a natural attenuation groundwater monitoring program to support flexible case closure.

- **Agricultural & Chemical Clients - Riverdale Ag Service, Inc.**

Pesticide-impacted soils were identified at the Riverdale Ag Service, Inc., facility during sampling conducted by DATCP. The soil analysis indicated pesticide contamination at concentrations greater than the residual soil contaminant clean-up levels. Riverdale Ag Service, Inc. retained Sigma to investigate and remediate the pesticide-impacted soils.

Soil excavation and landspreading was proposed for the impacted loadout area. On-site immunoassay sampling and field screening using a Cardy meter was implemented during soil excavation to further define soil excavation extents. A Contaminated Soil Application was completed by Sigma and approved by DATCP.

Sigma determined that groundwater impacts were not a concern due to the shallow depth of pesticide and fertilizer impacts and distance to the water table (approximately 18 feet bgs). Additionally, pesticides were not detected within the non-consumptive sand point water supply well located on site, approximately 40 feet from the fertilizer building. Consequently, Sigma strongly recommended to DATCP that a groundwater investigation was not necessary. Following successful completion of soil remediation, Sigma presented an argument for site closure from DATCP without a groundwater investigation. The DATCP closure committee granted closure of the site upon review of investigation and remediation results.

- **Agricultural & Chemical Clients - Shawano Equity Cooperative**

Sigma conducted remedial activities in response to a 60-gallon liquid herbicide spill of Beacon 75% AI (primisulfuron-methyl), Atrazine 90%, Accent (Nicosulfuron), and Banvel (Dicamba). Sigma quickly identified the extent of impacts and oversaw the removal of approximately 60 to 80 tons of pesticide-impacted soil. The soil was transported to a staging facility and stockpiled for future land spreading. Subsequently, Sigma performed a receptor survey at the site to further evaluate the potential risk to surface water and groundwater receptors within the area of the spill site. The survey consisted of a site visit to identify any potential surface water receptors including potable drinking wells, lakes, or streams within a quarter mile of the spill site. In addition, Sigma contacted the WGNHS to obtain available well construction reports.

Based on Sigma's evaluation, residual soil impacts did not pose any potential risk to groundwater receptors. Analytical results of soil samples collected from the excavation extent, review of geological and hydrogeological conditions, and Sigma's experience with other pesticide impacted sites were used to substantiate Sigma's recommendation for no additional remedial activities. DATCP granted case closure. The total time between the initial release and case closure was approximately five months.

- **Dry Cleaning Clients - Industrial Towel and Uniform, Inc.**

IT & U retained Sigma to complete closure assessment activities relative to the storage and release of waste dry cleaning solvent from a former underground storage tank system. In order to position the case for closure, Sigma completed remedial investigation activities to determine the nature and extent of the subsurface contamination, implemented a remediation strategy based on a thorough evaluation of available remedial alternatives, instituted engineered controls to minimize the potential migration of residual constituents of concern, and followed appropriate protocol in accordance with Wisconsin Administrative Code, Chapter NR 600 to 685.

Closure activities at the site included 1) the abandonment of eight USTs ranging in size from approximately 550 to 2,000 gallons, 2) decontamination of the UST systems and disposal of Stoddard solvent, solvent waste and other related dry cleaning residuals, including the sludge contained within the UST bottoms, 3) excavation, transportation, and disposal of 1,700 cubic yards of impacted soil, 4) conducting post-remediation confirmation soil sampling and analysis, and 5) completion of a comprehensive soil excavation report.

- **Government Clients - City of Milwaukee**

The City of Milwaukee engaged Sigma to plan and oversee the removal and replacement of three fuel USTs and conduct a facility upgrade to a canopy-covered fueling facility at a major municipal equipment refueling facility. In order for remediation to be completed simultaneous to UST removal and replacement, soil samples were collected to determine if a release had occurred. Construction was staged such that source area soils were excavated and limited contaminated groundwater was removed for dewatering for foundation work.

Sigma provided the design and closure assessment for the removal of a UST from the site followed by investigation and development of remedial alternatives. Because of shallow groundwater and pervasive background low-level contamination in soils, the preliminary remedial strategy being considered by the City consists of limited hot spot excavation and a comprehensive groundwater monitoring program.

- **Government Clients - WDNR**

The WDNR retained Sigma to conduct an environmental assessment and develop a remediation strategy for a former oil recycling facility. From 1931 until operations were terminated in 1982, waste oil was received and recycled at the site, generating waste clay and acidic sludge. Numerous USTs, ASTs, 55-gallon drums, and buckets containing various petroleum products, processed clay waste, and acid sludge were left on site within the abandoned facility. The WDNR retained Sigma to perform a site investigation of the 1/3-acre vacant lot in accordance with Chapter NR 716.05 of the WAC.

The USEPA's Technical Assistant Team's site inspection of the property did not result in the inclusion of the site on the National Priorities List and SuperFund classification. Nevertheless, Sigma's project strategy and technical approach was generally consistent with the USEPA's CERCLA remedial investigation/feasibility study guidance documents.

Sigma prepared a design specification and contractor bidding packages for the removal and landfill disposal of identified contaminated soil areas. Soil removal activities resulted in the removal of much of the hydrocarbon-impacted soil and finding of numerous, previously unidentified underground storage tanks. A comprehensive investigative, remediation and closure report was finalized after completing verification soil sampling and groundwater monitoring. Sigma is awaiting WDNR closure status for the site.

- **Government Clients - Town of Mt. Pleasant**

The Town of Mount Pleasant retained Sigma to conduct an environmental assessment and develop independent remediation strategies for the Town Hall and Safety Building located in Mt. Pleasant, Wisconsin.

The first phase of the project consisted of 1) developing an appropriate sampling plan, quality assurance plan, and health and safety plan; 2) identifying the extent and

magnitude of the contaminated soil; and 3) identifying contaminant sources and transport routes.

The second phase of the project was the remedial alternative analysis, which included a screening of remedial technologies/methods to address the petroleum-impacted soils beneath the site. Based on the Town's potential development plans for the property, soil excavation and biotreatment of the impacted soil was selected by the Town Board for implementation. Two methods of biotreatment were used. The soil excavated from behind the Safety Building was placed in a bio-pile constructed on vacant land owned by the Town of Mt. Pleasant. This approach presented a significant cost savings over landfilling. The soil excavated from the Town Hall site was placed in a local landfill bio-pile for bioremediation.

The third phase of the project was implementation of the selected corrective action. Sigma prepared a design report and construction plans and specifications for implementing the selected corrective action for each site. Construction plans for a new fueling station behind the Town Hall were also prepared. Soil excavation activities took place concurrent with the decommissioning and removal of three USTs at the Town Hall site. Sigma personnel provided oversight during implementation of the remediation at both sites.

The Department of Commerce granted closure for the Safety Building site and the associated bio-pile. Sigma finalized the Corrective Action Result Report requesting case closure for the Town Hall site.

- **Landfill Clients - DeRosso Landfill**

Since 1982, Sigma has provided routine groundwater and surface water monitoring at the DeRosso Landfill in Oak Creek, Wisconsin. The DeRosso landfill operated as a foundry sand disposal facility until 1984 when operations ceased and the landfill closed. Sigma's responsibilities included developing, maintaining, and implementing all procedural and quality plans as well as generating, tabulating, and submitting all monitoring data. Sigma collects samples from up to 13 wells, oversees lab operations, and prepares status reports for the site owner and the WDNR-southeast district.

- **Landfill Clients - Whitefish Bay Landfill**

The site was used by the Village for disposal of incinerator ash, demolition debris, and some yard waste and was closed during the 1970's. Previous subsurface investigations conducted at the site indicated the presence of VOC impacts in both the soil and groundwater. The VOCs at the site appear to be a mixture of chlorinated solvents, predominantly tetrachloroethene and trichloroethene, and common petroleum-based solvents including ethylbenzene, toluene and xylenes. Sigma was retained to perform additional subsurface investigation activities at the site in order to better define site hydrogeologic and groundwater flow characteristics, to better define the extent and magnitude of groundwater impacts on the Village's property, to

evaluate contributing impacts from adjacent properties, and to obtain preliminary data to perform an initial screening of natural attenuation as a remedial strategy for the site.

Results of the investigation activities confirm that source soils are present on the Village's property. Sigma's investigation activities also confirmed that the adjacent property is a contributing source of groundwater impacts observed on the Village's property. Preliminary bioremediation screening performed by Sigma indicated that strong evidence of intrinsic bioremediation of chlorinated solvents in the groundwater at the site exists. Prior to implementing a remedial action at the site, the Village and the adjacent property will negotiate an agreement to partition responsible party status and associated cost sharing. Sigma will provide technical support to the Village during their negotiations with the adjacent property owner.

- **Landfill Clients - Sanifill of Wisconsin/Sanifill, Inc.**

Sanifill, Inc. retained Sigma to design and develop the plan of operation and permitting documents for a soil treatment processing facility at Sanifill's Land Reclamation Landfill in Racine, Wisconsin. Sigma's plan of operation included engineering plans showing the layout of the facility, a complete description of process operations, specifications for process equipment, and an outline of process monitoring and reporting requirements. The plan of operation was approved by the WDNR for licensing. Sigma continues to provide consulting services for facility construction, start-up, and long-term operation.

- **Manufacturing Clients - Mercury Marine**

Facility personnel coordinated the removal of 19 USTs in seven distinct areas at the 30-acre facility. Removal of the USTs was necessitated by federal requirements for upgrading underground storage tanks. For clarity during investigation, closure activities, and pending litigation with previous owners, each area was tracked and documented separately.

Subsequent to identification of UST system releases, Sigma implemented a site investigation closure plan to evaluate the magnitude and extent of the releases in each area across the site, for the purpose of meeting WDNR requirements. During the remedial investigation of the UST release areas, two additional areas of impacted soil and groundwater were identified and a site-wide chlorinated solvent issue was discovered. A groundwater sampling program was implemented at the facility to monitor and evaluate changes in the groundwater conditions and develop a statistical baseline of groundwater quality for the purpose of demonstrating that natural attenuation is occurring.

Sigma's investigative closure plan is complete. The site is positioned for case closure using site-specific residual contaminant levels and natural attenuation of the remaining petroleum hydrocarbon and chlorinated solvent release areas.

- **Manufacturing Clients - Cudahy Tanning Company, Inc.**

Cudahy Tanning Company, Inc. retained Sigma to design a soil and groundwater remediation system at the company's site in Racine, Wisconsin. Sigma conducted an investigation to define the vertical and lateral extent of subsurface soil and groundwater impacts. Due to the size of the facility, contaminant types, direction of groundwater flow, depths and areas of contamination, the site was divided into seven impacted areas. Contaminants included diesel, kerosene, and/or gasoline and were found at depths ranging from 3 to 16 feet; and in groundwater in several, but not all areas. Air sparge and soil vapor extraction and hydraulic conductivity tests were performed to evaluate the physical and hydraulic properties of the aquifer. After evaluating the results, three different remediation systems were designed and installed to address the seven impacted areas. The systems consisted of ten air sparge points, 26 soil vapor extraction wells, and a groundwater extraction trench. On-site groundwater treatment system consisted of an oil/water separator and an air stripper unit.

Since system start-up in 1994, Sigma performed all tasks associated with the operation, maintenance, and monitoring of the remediation systems. As of November 1996, soil and groundwater contaminant concentrations had reached levels that were acceptable to the WDNR for moving the site into natural attenuation monitoring.

- **Manufacturing Clients - Fairbanks Morse Engine Division**

Sigma operates and maintains a free-phase diesel product plume recovery system at Fairbanks Morse Engine Division FMED located in Beloit, Wisconsin. The recovery system consists of six passive recovery wells and three active recovery wells. The site occupies approximately 118 acres.

The passive recovery system is constructed at 150-foot intervals across the toe of the site's larger product plume. The passive recovery wells are located approximately 160 to 1000 feet from the Rock River. Product is removed from the passive wells bi-weekly and containerized on-site. This system has been an effective means of intercepting the product accumulating at the toe of the plume, and has removed approximately 700 gallons of product from the subsurface since 1996.

Each active recovery well is constructed to remove the free-phase product through a fully automated groundwater depression pump and a product interface recovery pump. Groundwater removed by the depression pumps is sent through oil water separators and is permitted to discharge to the storm sewer. The separated diesel product is transferred directly to an aboveground storage tank for use as fuel by the facility. The groundwater discharge is regulated through a site-specific WPDES permit obtained by Sigma through cooperation with the WDNR, which establishes a routine sampling and reporting schedule. Since 1990, the active free-product recovery system has removed approximately 100,000 gallons of diesel product from the subsurface.



- **Petroleum Marketers and Tank Owners - M&I Northern Bank**

M&I Northern Bank retained Sigma to provide environmental consulting services for: 1) the removal of multi-petroleum product USTs, 2) the subsequent remedial investigation of the property, 3) project and construction management of the installation of a remediation system, and 4) operation, maintenance, and regulatory reporting for the remediation system.

The project developed in phases, from 1989 to present, based on M&I Northern's long-term objectives for the property. The initial phase of the project consisted of the removal and disposal of gasoline, diesel, waste oil, and white gas underground storage tanks, and the characterization and disposal of tank sludges. The second phase of the project consisted of: 1) developing a sampling and analysis plan and health and safety plans, 2) delineating the extent and magnitude of contaminated soil and groundwater, and 3) identifying potential contaminant receptors and transport mechanisms. After free product was encountered during the remedial investigation, the WDNR mandated that a down-gradient groundwater recovery trench be installed to collect and contain the free product. A recovery trench was installed and a pump test performed to collect information for remediation system design. A remediation system consisting of recovery wells, an air stripper, and carbon cells was installed and operated to collect product and contain the dissolved phase contaminant plume.

The third phase of the project was the design, installation and operation of a high-vacuum soil vapor extraction well to address the adsorbed soil contaminant zones. This phase of the project was coordinated with M&I Northern's architects and building contractors concurrent to construction of an addition to the bank. The addition was designed to extend beyond the recovery system and therefore, modifications were made to the trench during addition excavation to maintain a hydraulic separation between the trench and building addition. All subsurface piping and plumbing work was successfully completed between grading, construction, and paving activities.

The remediation system consisting of the groundwater recovery and treatment and soil vapor extraction system became operational in the fall of 1994. Sigma has since turned the remediation system off and implemented remediation by natural attenuation.

- **Petroleum Marketers and Tank Owners - The Jacobus Company**

A one-time catastrophic product release occurred within a flex connector line of a high-capacity diesel fuel storage and distribution system during late September 1996. An inventory shortage of approximately 3,000 gallons of #1 diesel fuel was reported by the petroleum products distributor. Sigma assessed interim actions for immediate product recovery without incurring significant disruption to the facility's around-the-clock products storage and petroleum distribution operation.

During October 1996, an interim free-phase hydrocarbon recovery well network was designed to recover and contain the free-product plume. Each of the recovery wells was designed to function as either a passive or active oil recovery system unit. Four

large-diameter, high-flow recovery wells were installed and equipped with passive selective oil skimming equipment to assist in recovery of the immiscible product layer. As of November 1997, approximately 2,300 gallons of the 3,000-gallon release were recovered passively, and the remaining volume of the free-product plume stabilized within the vicinity of the initial product release. Recovery of the remaining diesel product continues on a bi-weekly basis.

To contain and attenuate the dissolved fraction of petroleum constituents detected in groundwater down-gradient of the product plume, alternative passive remedial techniques were evaluated for potential future applications at this site. Specifically, the use of phytoremediation (via plants and/or trees) was evaluated to degrade organic pollutants dissolved in groundwater using their natural ability to accumulate and bioattenuate chemical constituents present in groundwater. The major advantages of this potential option as compared with traditional intrusive recovery techniques includes low capital expenditures, essentially zero operation and maintenance costs, the possibility of generating no secondary wastes, nominal environmental disturbances, zero disruption of the site's operation and infrastructure, and no ex-situ or intrusive treatment. Sigma is conducting remediation by natural attenuation monitoring and awaiting response to the recommended remedial alternative.

- **Petroleum Marketers and Tank Owners - SuperAmerica Group**

SuperAmerica retained Sigma to complete Phase I remedial activities consisting of the excavation of gasoline-impacted soil, removal, and closure of four 6,000-gallon gasoline USTs and complete groundwater sampling of the monitoring well network. Based on the results of the subsurface investigation conducted at the site, Sigma recommended limited "hot spot" soil excavation and landfill bioremediation treatment of petroleum-impacted soil as Phase I of a three-phased approach to restore soil and groundwater quality to acceptable WDNR limits. Phase II plans consisted of the design and installation of an air sparge and soil vapor extraction remediation system, and Phase III plans consisted of the remediation system operation and continuation of groundwater monitoring.

In August 1995, to facilitate Phase I remedial activities, "hot spot" soil excavation was performed during facility upgrading activities. Four USTs were excavated, cleaned, and removed from the site during upgrading activities. Approximately 623 tons of gasoline-impacted soil was excavated from the area beneath and surrounding the former UST system to minimize further potential soil and groundwater impacts. Excavated soil was transported to Valley Trail Recycling and Disposal Facility in Berlin, Wisconsin, for bioremediation treatment and beneficial reuse.

Phase I of site remedial activities is complete, reducing the potential for continued groundwater impacts. Based on current data, groundwater quality in the monitoring wells has improved. As a result, Sigma implemented remediation by natural attenuation instead of air sparge/soil vapor extraction, even though Department of Commerce approval of the technology had been received. The site is in a natural attenuation monitoring program.

- **Real Estate Clients - Redmond Commercial Development**

Redmond retained Sigma to conduct an environmental site assessment and develop a remediation strategy for a former gasoline retail service station slated for redevelopment as a retail property. During the first phase of the project, Sigma compiled a site history, reviewed available regulatory documents, examined area geology and hydrogeology, and conducted a limited site inspection. The assessment was performed in conformance with ASTM Practice E 1527 and identified the site as a LUST site. Based on the results of the assessment, Redmond applied for and was accepted into the Wisconsin Act 453 Limited Environmental Liability program.

The second and third phases of the project included the completion of a DNR-approved work plan and subsurface investigation, and an evaluation of feasible remedial alternatives. Sigma identified the extent and magnitude of impacted soil and groundwater through soil borings and groundwater monitoring well installation. Additional data was obtained to determine the feasibility of bio-attenuation and site-specific residual contaminant levels. Data compiled during the investigation was analyzed to screen remedial technologies to address the effects of the petroleum release. Based on a cost analysis, limited soil excavation and landfill bio-piling, combined with subsurface oxygen augmentation, was selected to remediate soil and groundwater impacts. Because the property was the subject of a property transfer, Sigma requested and received remedial option approval from the Wisconsin Department of Commerce within two weeks of submittal.

Working in conjunction with Redmond, Sigma and its subcontractors immediately followed the demolition of on-site structures with the removal of approximately 1,000 tons of impacted soil. With the major source areas removed, approximately 900 pounds of an oxygen release compound was introduced into the subsurface to remediate the residual impacts. The first-year remedial phase of the project was completed in four business days. The remaining phases of the project will coincide with the property's development.

- **Real Estate Clients - Ogden & Company, Inc.**

Sigma, in conjunction with the Ogden Company, has actively pursued commercial development of environmentally contaminated properties in the Menomonee Valley. Specifically, Sigma has identified a 3-acre parcel impacted with petroleum hydrocarbon that is geographically suited to meet the needs of an Ogden client. Sigma's experience with Wisconsin Act 453, coupled with Ogden's expertise in commercial development, will result in the development of a previously abandoned property. Sigma's experience in property siting, reconstruction, and development of contaminated properties may facilitate future plant expansion plans or the sale and development of excess property.

- **Real Estate Clients - City of Milwaukee Redevelopment Authority**

Sigma coordinated and expedited a UST removal and over-excavation of impacted soil to facilitate the construction of an industrial building at the Martin Luther King Drive site. To remediate the estimated 4,500 cubic yards within the client's budget, the petroleum-impacted soil was transported to a City-owned property and placed in

passive bioremediation cells for treatment. Soil sampling completed one year after soil pile placement showed a significant reduction of petroleum impacts. Based on the rates of treatment occurring within the biopile, Sigma anticipates the soil will be remediated to acceptable WDNR standards by the summer of 1997 (within the projected two-year time frame).

- **Real Estate Clients - Condon Companies**

Condon Companies purchased an 11-acre parcel of property formerly occupied by a construction company which utilized USTs and ASTs for equipment fueling and building heating. Condon retained Sigma to provide environmental consulting services for remedial investigation and feasibility analysis, and project and construction management of the selected remediation alternative: impacted soil excavation and on-site land spreading.

The site-specific residual soil cleanup levels developed from a SESOIL modeling effort, performed in conjunction with regulatory and local government approval for the on-site land spreading of 1,900 cubic yards of petroleum-impacted soil on 2.5 acres of the property, resulted in considerable cost savings for the client. By utilizing the land spreading remediation strategy, a 50% cost savings was realized relative to other conventional remediation strategies. Also, the remedial work was coordinated and performed concurrent to site preparation and grading activities, so the client could maintain their construction schedule.

**CERTIFICATE OF INSURANCE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER  
Willis of Wisconsin, Inc.  
One Plaza East  
Suite 1400  
330 East Kilbourn Avenue  
Milwaukee WI 53202-3195  
(414) 271-9800  
Lynn Brennan

89686

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.

COMPANIES AFFORDING COVERAGE

- COMPANY 26883-001 (MKEE)  
**A** American International Specialty Lines Ins. Co.
- COMPANY 19410-001 (MKEE)  
**B** Commerce and Industry Insurance Company
- COMPANY 30562-001 (MKEE)  
**C** American Manufacturers Mutual Insurance Company
- COMPANY  
**D**

INSURED  
  
SIGMA ENVIRONMENTAL SERVICES, INC.  
220 EAST RYAN ROAD  
OAK CREEK WI 53154

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	PRO1950864	01-AUG-2001	01-AUG-2002	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> Prof Liab claims made				FIRE DAMAGE (Any one fire) \$ 50,000
	<input checked="" type="checkbox"/> Poll Liab claims made				MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	CA5054318	01-AUG-2001	01-AUG-2002	COMBINED SINGLE LIMIT \$ 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 \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
A	EXCESS LIABILITY	PRO1950865	01-AUG-2001	01-AUG-2002	AGGREGATE \$
	<input checked="" type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CQ610503005	01-AUG-2001	01-AUG-2002	WC STATUTORY LIMITS OTH-ER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Carleton H. Bousse*

## PROJECT BUDGET

**COST ESTIMATE**  
**DERP SITE INVESTIGATION ACTIVITIES**  
**WESTBROOK SHOPPING CENTER**  
**2136 EAST MOORELAND BLVD.**  
**WEST ALLIS, WISCONSIN**  
**Project Reference #6980**

<p><b><u>PHASE - 1: ESTABLISHING DERP ELIGIBILITY (Sigma)</u></b>  (Includes assistance in discharge notification, notification of the potential to submit a claim under the DERP program, and assistance in completion and submittal of program application forms to the appropriate state agency).</p>	
<ul style="list-style-type: none"> <li>○ Project Hydrogeologist, 6 hrs @ \$85/hr .....</li> </ul>	\$ 510
<b>Subtotal</b>	<b>\$ 510</b>
<b>TOTAL PHASE 1</b>	
<b>\$ 510</b>	
<p><b><u>PHASE - 2: WORKPLAN PREPARATION (Sigma)</u></b>  (Includes preparation and submittal to the WDNR if a work plan compliant with NR 169 and NR716 under the investigation and remedial actions provision).</p>	
<ul style="list-style-type: none"> <li>○ Project Hydrogeologist, 8 hrs @ \$85/hr .....</li> <li>○ Senior Project Manager, 1 hrs @ \$100/hr .....</li> </ul>	\$ 680
<b>Subtotal</b>	<b>\$ 780</b>
<b>TOTAL PHASE 2</b>	
<b>\$ 780</b>	
<p><b><u>PHASE - 3: SOIL BORING/MONITORING WELL INSTALLATION (Sigma)</u></b>  (Includes all oversight activities associated with the installation of five soil borings, conversion of five borings to monitoring wells, monitoring well development, monitoring well survey, and the collection of one round of groundwater samples from the monitoring wells).</p>	
<ul style="list-style-type: none"> <li>○ Mobilization/Demobilization, 3 trips .....</li> <li>○ Project Hydrogeologist, 8 hrs @ \$85/hr .....</li> <li>○ Staff Hydrogeologist, 20 hrs @ \$75/hr .....</li> <li>○ Field Technician, 20 hrs @ \$55/hr .....</li> <li>○ Senior Project Manager, 1 hrs @ \$100/hr .....</li> <li>○ Equipment:</li> <li style="padding-left: 20px;">FID/PID 1 day @ \$70/day .....</li> <li style="padding-left: 20px;">Sampling kits, 10 kits @ \$15/kit .....</li> <li style="padding-left: 20px;">55-Gallon drums, 5 drums @ \$35/drum .....</li> <li style="padding-left: 20px;">Water level indicator, 2 days @ \$25/day .....</li> </ul>	\$ 120
	\$ 680
	\$ 1,500
	\$ 1,100
	\$ 100
	\$ 70
	\$ 150
	\$ 175
	\$ 50
<b>Subtotal</b>	<b>\$ 3,945</b>



**COST ESTIMATE**  
**DERP SITE INVESTIGATION ACTIVITIES**  
**WESTBROOK SHOPPING CENTER**  
**2136 EAST MOORELAND BLVD.**  
**WEST ALLIS, WISCONSIN**  
**Project Reference #6980**

<p><b>PROJECT COORDINATION (Sigma)</b>  (Includes coordination of all project activities, client meetings, discussions with the WDNR).</p> <ul style="list-style-type: none"> <li>o Senior Project Manager, 8 hrs @ \$100/hr . . . . . \$ 800</li> <li>o Project Hydrogeologist, 10 hrs @ \$85/hr . . . . . \$ <u>850</u></li> </ul> <p style="text-align: right;"><b>Subtotal</b> \$ <b>1,650</b></p>	
<p><b>COMMODITY SERVICES</b>  <u>Drilling Services/Surveying (Estimated)</u></p> <ul style="list-style-type: none"> <li>o Installation of five soil borings to a depth of 15 feet bgs and conversion of the soil borings to monitoring wells/survey well elevations. . . . . \$ <b>4,500</b></li> </ul>	
<p><b>LABORATORY SERVICES (Estimated)</b>  (Includes one round of groundwater sample collection with QA/QC sample collection from the proposed five groundwater monitoring wells).</p> <ul style="list-style-type: none"> <li>o Soil: VOC, 10 samples @ \$75/sample . . . . . \$ 750</li> <li>o Water: VOC, 5 + 2 QA/QC samples @ \$75/sample . . . . . \$ <u>525</u></li> </ul> <p style="text-align: right;"><b>Subtotal</b> \$ <b>1,275</b></p>	
<p><b>TOTAL PHASE 3</b> \$ <b>11,370</b></p>	
<p><b>PHASE - 4: REPORT PREPARATION</b>  <u>SI Report Preparation (Sigma)</u></p> <ul style="list-style-type: none"> <li>o Staff Hydrogeologist, 35 hrs @ \$75/hr. . . . . \$ 2,625</li> <li>o Project Hydrogeologist, 10 hrs @ \$85/hr. . . . . \$ 850</li> <li>o Senior Project Manager, 6 hrs @ \$100/hr . . . . . \$ 600</li> <li>o Project Engineer, 10 hrs @ \$95/hr . . . . . \$ 950</li> <li>o Drafting Services, 8 hrs @ \$60/hr . . . . . \$ 480</li> <li>o Claim preparation and submittal . . . . . \$ <u>500</u></li> </ul> <p style="text-align: right;"><b>Subtotal</b> \$ <b>6,005</b></p>	
<p><b>TOTAL PHASE 4</b> \$ <b>6,005</b></p>	
<p><b>TOTAL PROPOSAL COSTS</b> \$ <b>18,665</b></p>	

*Note: Waste materials (ie. Soil cuttings, purge and development water) will be left on site. The cost for disposal of these waste items is not included in this proposal and will be arranged based on the findings of this investigation.*

**PROFESSIONAL SERVICE CONTRACT**

**SIGMA ENVIRONMENTAL SERVICES, INC.  
AGREEMENT**

Project Reference # 6980

THIS AGREEMENT is entered into on this 28<sup>th</sup> day of August 2001 by and between Sigma Environmental Services, Inc. (hereinafter called "Sigma"), and Mr. David D. Baskerville (hereinafter called the "Client").

WITNESSETH:

WHEREAS, Client desires that Sigma perform professional consulting services as described in Exhibit A and as further described on a task order basis jointly executed in writing by the Client and Sigma under this agreement; and

WHEREAS, Sigma has agreed to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agrees as follows:

1. **Site.** "Site" means: Westbrook Shopping Center  
2136 East Moreland Blvd.  
Waukesha, Wisconsin

2. **Services.**

"Services" means those services to be performed by Sigma pursuant to this Agreement, as set forth in Exhibit A and as modified in writing on a task order basis or by written change order. It is the Sigma's duty to render Services to the Client and to exercise that degree of care, skill and judgment which is usually exercised under like or similar circumstances by Consultants practicing in this state. Sigma shall commence and complete the Services promptly following the execution and delivery of this Agreement, or at such later time as the parties shall agree upon in writing.

If samples collected by Sigma or received by Sigma on behalf of Client contain hazardous substances, Sigma shall, after testing and analysis, return the samples to Client for final disposal or treatment. Client shall complete all forms necessary and pay all costs for storage, transport and disposal or treatment of samples. Client acknowledges and agrees that Sigma is acting as a bailee and at no time assumes title to such samples.

3. **Compensation and Payment.**

(a) Unless the Agreement provides otherwise, the proposed charges represent an estimate of the charges required to complete the described work. Client shall pay to Sigma as compensation for Services based upon the Hourly Rate Fee Schedule, as set forth in Exhibit B, attached hereto, unless the work is agreed to be performed for a fixed price.

(b) Sigma shall submit progress invoices to Client's Representative on a monthly basis showing the Services performed during the invoice period and the charges therefor. Payments shall be due and owing upon receipt of invoice.

(c) Within 15 days of the date of Sigma's invoice delivered to Client, Client shall pay the full amount of such invoice; provided, however, that if Client objects to all or any portion of an invoice, Client shall notify Sigma of Client's objection within 10 days from the date of invoice, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

Client shall, in any event, pay that portion of the invoice which is not in dispute within the 15-day period for payment. Client shall pay an additional charge of 1% per month for any payment made more than 15 days after the date of the invoice; such additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client.

4. **Warranty.**

(a) Sigma warrants that the Services will be performed by it in a professional manner.

(b) If Sigma breaches the warranty contained in subparagraph (a) of this Paragraph 4, Sigma shall be given an opportunity to correct any Services at no additional charge to Client.

(c) Any claim pursuant to this Paragraph 4 must be in writing and such claim shall set forth in reasonable detail all known facts upon which it is based.

(d) Sigma shall not be liable for damage or injury to any subterranean structures (including, but not limited to, pipes, tanks, and telephone cables) or any existing subterranean conditions; or the consequences of such damage or injury.

(e) The Petroleum Environmental Cleanup Fund ("PECFA") is administered by the Department of Commerce ("COMM") under section 101.143, Petroleum Storage Remedial Action. Wis. Stats. and under ILHR 47 Petroleum Environmental Cleanup Fund regulations, Wis. Adm. Code. The PECFA program is currently legislated to sunset December 22, 2001 for those claims which are not confirmed before December 22, 2001 and for such activities that have not been initiated prior to December 22, 2001. Since its initial enactment in 1987, the PECFA program statutes and regulations have been revised numerous times. Sigma Environmental Services, Inc. (Sigma) cannot warrant or represent that all of its services will be entirely eligible under the program due to these continuing numerous changes and various interpretations by the PECFA staff. Sigma will, however, use all reasonable efforts in a manner consistent with a level of care and skill ordinarily exercised under similar circumstances by other professionals working in this industry to maximize to the extent practicable PECFA eligibility. No other representations, expressed or implied of warranty or guarantee are included or intended by this agreement, or in any report, opinion, document, professional advice or otherwise.

**5. Indemnification.**

(a) Subject to the provisions of subparagraph 5(c) and except as expressly set forth in subparagraph (b) of this Paragraph 5, Client shall indemnify and hold Sigma, its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs, and expenses (excluding attorney's fees) which Sigma, its directors, officers, and employees may hereafter suffer in connection with any claim, action, or right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Client or its directors, officers or employees, agents or invitees.

(b) Subject to the provisions of subparagraph 5(c) and except as expressly set forth in subparagraph (a) of this Paragraph 5, Sigma shall indemnify and hold Client, its directors, officers, and employees harmless from and against any and all liabilities, losses, damages, costs and expenses (excluding attorney's fees) which Client, its directors, officers, and employees may hereafter suffer in connection with any claim, action or right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises out of any act of negligence or willful misconduct by Sigma or its directors, officers, employees, agents, independent contractors, material suppliers or invites. This indemnity shall be limited to the insurance coverage and dollar amounts listed under Paragraph 6 Insurance.

(c) In the event there is joint negligence on the part of Client and Sigma, the responsibility therefore and the indemnification obligations set forth in Paragraphs 5(a) and 5(b) shall be prorated to reflect the relative degree of negligence or fault attributable to Client and Sigma.

(d) At the Client's option, Sigma may be asked, to participate on an advisory basis at Sigma's currently existing hourly rates, in the defense of any claim or action referred to in Subparagraph (a) of Paragraph 5.

**6. Insurance.**

Sigma shall maintain in connection with the Services, for the term of this Agreement, one or more insurance policies with the following coverage and limits:

Worker's Compensation	Statutory
Employer's Liability	\$100,000 per accident \$100,000 per employee (disease)
Commercial General Liability	\$1,000,000 per occurrence
Bodily Injury and Property Damage (including Environmental Impairment Coverage or Pollution coverage endorsement)	\$1,000,000 aggregate
Professional Liability Errors	\$2,000,000 limit
Automobile Liability	\$1,000,000 per occurrence

**7. Permits, licenses and access agreements.**

Client shall cooperate with Sigma in obtaining any permits or licenses required for the performance of the Services. Client shall obtain access agreements when necessary for the performance of services. Client shall pay all costs and fees necessary for such permits, licenses and access agreements.

**8. Suspension of Services or Termination of Services.**

(a) Client may suspend, at any time, all or any part of the Services, or terminate all of the remaining Services to be performed pursuant to this Agreement either For Cause or due to the Client's wishes, by giving to Sigma two days prior written notice. Upon receipt of such notice, Sigma shall promptly discontinue the Services except to the extent specified in such notice. Client shall pay and reimburse Sigma per one of the following methods:

(i) Termination of Services For Cause: if Client terminates the Services For Cause, payment shall be made in accordance with the process presented in Paragraph 3(c); or

(ii) Suspension of Services: if Client suspends services payment shall be made in full for all of the Services performed by Sigma prior to the effective date of said notice for which payment has not already been made; and all reasonable costs associated with demobilization of Sigma's personnel and equipment, and all other costs which Sigma is or will become legally obligated to pay in connection with the performance of the Services (including, but not limited to, amounts due under the subcontracts and supply agreements).

(b) Sigma may suspend, any any time, all or any part of the Services, or terminate all of the remaining Services to be performed pursuant to this Agreement either For Cause or due to Force Majeure, by giving to Client five days prior written notice. Upon providing of such notice, Sigma shall promptly discontinue the Services except to the extent specified in such notice. Client shall pay and reimburse Sigma in accordance with the process presented in Paragraph 3(c).

(i) Termination of Services for Cause:

(a) Client is in default in its payment obligations under Paragraph 3; or

(b) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information, is not cooperating or is materially hindering Sigma's performance of its obligations under this Agreement, or in violation of laws and is not willing to take appropriate or sufficient corrective action; or

(c) Client does not accept and act upon Sigma's professional advice and there exists a disagreement as to course of action or methodology for addressing specific issues.

(ii) Termination of Services due to Force Majeure, as set forth in Paragraph 10 hereof, causes an uninterrupted continual delay of 30 days or more.

**9. Sigma As Independent Contractor.**

Sigma, in performing the Services, shall be deemed to be an independent contractor and not an agent or employee of Client.

**10. Force Majeure.**

No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages, if, and to the extent, such delay or failure is caused by an occurrence beyond the reasonable control and without the fault or negligence of the party affected and by which said party is unable to prevent or provide against by exercise of reasonable diligence, including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities, material changes in applicable law, war, legal disputes, rebellion, sabotage or riots, floods, unusually severe weather, fires, explosions, or other catastrophes (collectively, "Force Majeure"). Unless such Force Majeure substantially frustrates performance of this Agreement, it shall not operate to excuse, but only to delay performance hereunder, except as provided in Paragraph 8(b)(ii) hereof.

**11. Access to Site and Information.**

In order that Sigma may perform the Services, Client represents, warrants, and covenants that:

(a) prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody, or control known to the Client and material to the Site

and necessary for the performance of the Services, including the location of subterranean structures and conditions such as, but not limited to, pipes, tanks, and telephone cables; and

(b) during the term hereof,

(i) Sigma will have complete access to the Site and any facilities located thereon required to perform the services;

(ii) Client shall continue to supply to Sigma all material information and documents in its possession, custody or control known to the Client and material to the Site and the Services; and

(iii) Client will give prompt notice to Sigma whenever it becomes actually aware of any development that materially and adversely affects the scope or timing of the Services.

**12. Assignment of Agreement.**

Neither party shall assign this Agreement or any part hereof without the prior written consent of the other party. Any assignment not made in accordance with this Agreement shall be void.

**13. Subcontracts.**

Sigma may subcontract any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Sigma of any of its obligations under this Agreement.

**14. Survival of Obligations.**

Obligations of the parties under this Agreement shall survive termination or suspension of the Services or of this Agreement.

**15. Entire Agreement.**

This Agreement constitutes the entire Agreement between the parties 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 signed by Client and Sigma.

**16. Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

**17. Notices.**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by facsimile, delivered by Federal Express, if delivered in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

**18. Nondiscrimination.**

Sigma covenants that, in providing the Services, no person, on the grounds of race, color, age, religion, sex, or natural origin, shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to discrimination with respect thereto.

**19. Governing Law.**

This Agreement and the legal relations of the parties hereto shall be governed by the laws of the State of Wisconsin.

**20. Severability.**

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**21. Disposal of Contaminated Material.**

Sigma is not, and has no authority to act as, a handler, generator, operator, treater, storer, transporter or disposer of hazardous waste, substances, pollutants or contaminants found or identified at the site. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated waste materials of any kind which are directly or indirectly generated from Sigma's performance of the Services hereunder. Client shall be responsible for the disposal of any such waste materials and shall be the named party on any such waste manifests.

**22. Changed Conditions.**

The discovery of any hazardous waste, substances, pollutants, or contaminants; underground obstructions, conditions or utilities at the Site which were not brought to the attention of Sigma prior to the date of this agreement will constitute a materially different site condition entitling Sigma, at its option, to terminate the contract (and to receive payment for all work performed up to and including the date of such termination) or to receive an equitable adjustment in the contract price and time for performance.

**23. Reports and Ownership of Documents.**

Sigma shall furnish one (1) copy of each report to Client. Additional copies shall be furnished for the cost of copying. With the exception of Sigma's final report(s) to Client, all other documents relating to the preparation of the report, including but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma. Sigma agrees to return all reports and information supplied by the Client.

**24. Wisconsin Construction Lien Law.**

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

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Sigma and on behalf of Client as of the date first above written.

Client: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Sigma Environmental Services, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_