

March 16, 2004

Project Reference #7376

Ms. Gina Keenan  
Wisconsin Department of Natural Resources  
Southeast Region Milwaukee Service Center  
2300 N. Dr. Martin Luther King Drive  
P.O. Box 12436  
Milwaukee, WI 53212-0436

Re: **Work Plan Addendum B - Additional Scope of Work,  
Associated Cost Estimate and Current Budget Summary  
Former Bask Dry Cleaning, Westbrook Shopping Center  
2136 East Moreland Boulevard, Waukesha, Wisconsin  
BRR-DERP FID #268488800**

Dear Ms. Keenan:

In compliance with ch. NR169.21 (2)(e) Wis. Adm. Code, this letter was prepared as the fourth addendum to the Wisconsin Department of Natural Resources (WDNR) - approved Sigma Environmental Services, Inc. (Sigma) August 28, 2001, work plan for subsurface investigation work at the Former Bask Dry Cleaning site (currently West Brook Shopping Center). Site investigation activities completed to date included the installation of soil borings, six water table wells and one piezometer. The locations are presented on *Figure 1*. Two to four rounds of groundwater sampling and analysis were completed and the results are summarized as follows:

- Groundwater in two upgradient wells (MW-1 and MW-2 on south side of facility) was not affected by the release,
- Groundwater in four downgradient wells and one piezometer has Chapter NR 140 Enforcement Standard (ES) exceedances of one or more chlorinated compounds: tetrachloroethene [PCE]; trichloroethene [TCE]; and cis-1,2-dichloroethene [DCE],
- Shallow horizontal groundwater flow is north to northeast,
- The highest chlorinated compound concentrations are in MW-5 (furthest NW well located hydraulically side-gradient from the former drycleaner building), and
- The extent of release is off-site, on residential properties, and not delineated. Water is supplied to the residences by the municipality.

As discussed in our January 27, 2004 meeting and based on review of the above information, additional work will be necessary to accomplish the following objectives:

- Further evaluate the horizontal and vertical extent of the release to groundwater,
- Evaluate depth to bedrock, (records review),
- Evaluate the reason for the apparent source area located west (hydraulically side-gradient) from the former drycleaner building,
- Further evaluate the location of current and former underground utilities on-site.
- Monitor groundwater elevations and flow directions,
- Evaluate the potential for migration of impacted vapor to residential areas.

#### **Proposed Additional Scope of Work**

The primary focus of this phase of investigation will be further **delineation** (horizontally and vertically) of the release and **risk evaluation** regarding the potential for migration of vapors to



neighboring residential basements. The scope of work necessary to address the objectives outlined above and preliminarily agreed to in the January 2004 meeting includes the following activities:

- Installation of four monitoring wells (average 30' depth, 120' total). Three of the wells will be off-site on City property (*Figure 2*).
- Installation of two piezometers (60' depth, 120' total), locations determined following review of first round monitoring well groundwater results.
- Hydraulic conductivity tests (4-6 select wells).
- Two groundwater sampling rounds (11 wells first round, 13 wells second round).
- Bi-monthly water elevation measurements (3 events - 6 months).
- Bedrock evaluation (well log acquisition and review and City records).
- Further utility evaluation.
- Vapor testing/assessment (vapor sampling in on-site and off-site soil gas probes).
- Site Investigation Report Preparation.

### **Well and Piezometer Installation, Development, and Monitoring**

Well installation and soil and groundwater sampling will be completed following methods described in the original work plan and subsequent addenda. Soil samples will be submitted for volatile organic compound (VOC) laboratory analyses. Groundwater samples will be submitted for VOC analyses and several samples may be submitted for natural attenuation parameters (methane, ethane, ethene, and chloride). Proposed monitoring well locations are presented on the attached figure. If field screening measurements indicate significant VOC concentrations at or above the water table during drilling and soil sampling, the soil boring will be abandoned and the proposed well location will be moved 50 to 100 feet further from the apparent source area. Offsite wells will be located on City property (roads, sidewalks, or terraces) to minimize costs associated with negotiating access agreements with private parties. A permit and/or access agreement will be established with the City of Waukesha (as required) for proposed well locations.

Following installation of the four water table monitoring wells and review of one round of groundwater sample results, locations for the two piezometers will be selected (with WDNR concurrence) and a second round of groundwater sampling will be completed. Care will be taken when drilling to identify any potentially confining geologic layers that may be present. A confining layer was not previously observed in the piezometer boring completed to a depth of 45 feet. If a confining layer is identified during piezometer borehole advancement, work will cease, the owner and WDNR will be notified, and provisions will be made to either install a shallower piezometer or install an additional well casing to prevent vertical migration of affected groundwater to the deeper aquifer. Costs for the latter option are not included in this proposal. If bedrock is encountered, piezometer depth will terminate at the top of bedrock.

Hydraulic conductivity testing will be completed in select wells/piezometers based on review of the groundwater sample results and well logs. Water levels/elevations will be monitored in all wells on an approximate bi-monthly basis for three events to verify groundwater flow direction.

### **Bedrock Evaluation**

A review of available Well Constructor's Reports and well logs will be completed to estimate the depth to bedrock prior to installing piezometers (anticipated depth of 60-feet). Information regarding depth to bedrock in the vicinity of the site will also be pursued with the City of Waukesha.

### **Further Utility Evaluation**

The location and status of the sanitary sewer that was historically connected to the floor drain in the back of the former drycleaner and reportedly extends beneath the floor of the Kohls store will be evaluated. On-site and off-site manholes in the vicinity of impacted groundwater will be screened with a PID to evaluate the presence of VOCs.

### **Vapor Migration Assessment**

Based on review of WDNR publication "RE NEWS, PUB-RR-706, V. 13, No. 2, June 2003", an evaluation of the vapor intrusion pathway (the potential for contaminants to partition from contaminated groundwater into the vapor phase and migrate into neighboring buildings) is appropriate at this site. The WDNR relies on the Wisconsin Department of Health and Family Services (DHFS) to assist in the evaluation process and the DHFS has a general guidance "Guidance for Professionals, Chemical Vapor Intrusion and Residential Indoor Air, undated" that describes a sequential process to determine if evaluation of the vapor intrusion pathway is appropriate. In this sequence, if contaminants are detected in shallow groundwater in the vicinity of residences or other buildings, the next step is to collect soil gas samples to evaluate if the contaminants are partitioning from groundwater to the vapor phase. The DHFS also refer to and use, in conjunction with their guidance, a recently released document entitled "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils, USEPA, November 2002" to evaluate the need for vapor pathway evaluation. The guidance includes tables of screening values for contaminant concentrations in groundwater, soil gas, and indoor air. The reason vapor sampling is appropriate at this site is because detected PCE and TCE concentrations in shallow groundwater exceed generic screening levels and target groundwater concentrations recommended in the USEPA draft vapor intrusion guidance.

Based on recent conversations with the Wisconsin Department of Health (telephone conversation with Mr. Chuck Warzecha, on February 24, 2004), the most representative way to preliminarily evaluate potential vapor concentrations on- and off-site would be as follows:

- Install three soil gas probes screened at elevations above the water table that would correspond to sub-slab elevations of on-site and off-site buildings.
- Collect grab vapor samples (including one background ambient air sample) using SUMMA canisters and submit them for VOC analysis using USEPA method TO 15.
- Compare the results to USEPA draft guidance "Target Shallow Soil Gas Concentrations" for shallow soil gas samples.

Three temporary vapor probes (SV-1, SV-2 and SV-3) will be installed to collect vapor samples from the subsurface vadose zone above the water table that correspond to sub-slab elevations in both the on-site shopping mall and the neighboring residential basements. Two soil gas probes with approximately two-foot long screens will be installed on-site. One probe will be installed with a screen interval from approximately two to four feet bgs to correspond to the shopping mall slab and one probe will be installed adjacent to the north property line with a screen interval of approximately 13 to 15 feet bgs that corresponds to residential basements sub-slab interval. One additional probe will be installed off-site in the vicinity of MW-6 and screened at a corresponding sub slab interval approximately eight to ten feet bgs.

Soil gas probes will be purged of at least one well volume of vapor prior to collecting the vapor sample. Vapor samples from within each probe will be collected over a period of one hour into SUMMA canisters and submitted to a laboratory for VOC analyses using USEPA method TO 15. One "background" ambient air sample will also be collected from outdoors in the residential

area to evaluate background contaminant concentrations that are routinely present in the breathing zone. Results of the vapor sample analysis will be compared to "Target Shallow Soil Gas Concentrations" presented in USEPA Vapor Intrusion Guidance and used to evaluate if VOC concentrations in shallow soil gas are of sufficient magnitude to cause a potential concern to human health in residential area basements and if additional vapor migration assessment is appropriate.

**Report Preparation**

Upon completion of the above tasks, Sigma recommends the compilation of all site environmental data generated for this project into a site investigation report as required under NR 700-726 and NR 169. Report preparation budget remaining from previous scopes of work (approximately \$4,200 and summarized below) could be utilized in this report preparation phase, however, most of the remaining funds were offset by scope or quantity exceedance costs.

**Estimated Cost**

Estimated costs and anticipated consultant and subcontractor details for the above tasks are provided as *Attachment 1*. Supporting subcontractor bids are also provided as backup for the estimated costs. The estimated cost to complete the above tasks is \$39,579.

**Budget Summary and Request for WDNR Concurrence**

A budget summary and request for WDNR concurrence/approval prior to initiating the next scope of work is being provided/requested to update financial information, clarify several previous misunderstandings, identify additional services that were provided, and receive WDNR approval for all reasonable costs incurred to date so as to minimize questions at claim review time. There were numerous cost estimates, cost revisions, WDNR approvals, scope revisions, and evolution of DERF program rules since the project started that explain why proposed budgets and work scopes are not in full agreement with originally proposed work scopes and most recently stated cost caps for the project. These items should be reviewed prior to establishing the next cost cap. The sequence of proposals and approvals is summarized in the following:

Date	Title	Proposed Scope	Estimated Cost			Billed
			Consulting	Commodity	Total	
8/28/01	<b>Proposal Dry Cleaners</b>					
	Task -1 Scoping Investigation	Four soil borings through floor, soil sampling.	\$1,880	\$2,120	\$4,000	\$3,845
	Task-2	DERP Site Investigation-work plan, 5-borings/wells, soil and groundwater sampling (1 round), report	\$12,890	\$5,775	\$18,665	17,195
9/20/01	<b>Addendum #1</b>					
	Task -1	Closure Request (if clean)			\$1,400	\$ 0
	Task -2	RAO Evaluation			\$1,000	\$ 0

3/25/02	<b>WDNR Approval</b>	Above tasks/addendum			\$25,065	\$21,040
12/31/02	<b>Work Plan Addendum</b>	Work plan, off-site access, two more wells, 2 sample rounds, survey, and report.	\$8,733	\$5,200	\$13,933	
<p>This work plan stated that WDNR approval for \$25,065 was too much and that only \$18,665 was required through 12/02. This statement was partially incorrect. Review of Attachment 2 indicates that actual billed costs through 11/18/02 were \$19,379 (21,040-1,661) at the time of the proposal (12/02). The proposal is correct stating that Addendum #1 Task 1 and Task 2 costs totaling \$2,400 were not required. Also, it is our understanding that initial site scoping activities \$4,000 are not part of the cost cap. Therefore the total project budget eligible for reimbursement includes \$4000 (initial site scoping investigation) +\$18,665 (five wells and one sampling round) prior to addition of the requested \$13,933. Additional scope and quantities were provided during this phase and are discussed below.</p>						
2/18/2003	<b>WDNR Approval</b>	Letter indicates total investigation cap amount is <b>\$32,598</b> (18,665+\$13,933). This amount does not include the initial \$4,000 scoping investigation or the actual billed amount \$19,379 (due to additional quantities, scope and soil disposal).			\$13,933	
4/3/2003	<b>Work Plan Addendum – A</b>	Proposes revised cost from 12/31/02 Addendum that adds one piezometer. Increases 12/31 costs by \$1,965 for total of \$15,898	\$9,293	\$6,605	\$15,898	\$15,606
5/8/2003	<b>WDNR Approval</b>	Approves piezometer installation, but states that addition of the piezometer adds less than \$3,000 (\$1,965). Therefore cost cap increase is not necessary. Approved 32,598 + \$1,965 would be 34,563. Please note that the \$3,000 variance was previously used for quantity variances (detailed below) during the 8/28/01 proposal tasks.				

**Project Budget** - Project budget currently includes the initial **\$4,000** Task 1 scoping phase, the **\$18,665** Task 2 well installation and sampling five wells, the **\$13,933** 12/02 Work Plan Addendum for two wells and two sampling rounds, and the **\$1,965** Addendum A additional piezometer for a total of **\$38,563**.

A more detailed spread sheet summarizing proposed, actual, and invoiced costs is included as *Attachment 2*. Actual costs for several commodity services (Drilling, Lab, and Soil Disposal) exceeded initial estimated amounts due to a greater quantity of units than initially proposed. The extended costs, due to increased quantities were billed at the proper (lowest bid) unit rates. Also, additional services (groundwater sampling/monitoring rounds) were provided. Extended costs are presented in parentheses on the Budget Tracking Sheet (*Attachment 2*). Explanations of extended costs and additional services provided are presented below:

Initial Two tasks April 2002 through November 2002

**Reimbursables – (\$727.75)** Additional reimbursable costs were incurred because two additional groundwater sampling rounds were completed. The original proposal/estimate included five wells for one round (one mobilization - five samples total). Actual work completed included three wells for two rounds and four wells for one round (three mobilizations -10 samples total).

**Drilling – (\$1,949)** The actual water table was deeper than initially anticipated. The proposal/estimate included installation of five monitoring wells to a depth of 15 feet (60 feet total). Actual work completed included four monitoring wells to an average depth of 33 feet (132 feet total).

**Surveying – (\$17.50)** Estimated surveying cost was \$800. However, the lowest of three bids was \$817.50.

**Soil Disposal – (461.11)** Soil disposal costs were not included in the initial proposals associated with the first cost cap for \$25,065 (\$18,665 revised); however, soil disposal was completed in order to facilitate expedited removal of six drums of soil invoiced 8/2002 and three additional drums invoiced 11/2002. Soil disposal costs are reasonable investigation expenses.

#### Additional Tasks November 2002 through January 2004

**Drilling – (\$591)** The most recent phase of drilling in August 2003 was \$591 dollars more than estimated in the proposal. Review of the proposal and supporting bids indicates that unit costs from a previous low drilling bid were used to recalculate a drilling cost estimate for an adjusted amount of 105 feet (two 30 foot wells and a 45 foot piezometer). The person preparing the cost estimate correctly tabulated unit quantities adjusted for 105 feet of drilling and well installation but did not add the tabulated costs correctly. A cost of \$3,025 was presented in the proposal for 105' of drilling and well material. This cost is also shown as a total on the original adjusted low drilling bid (provided with the proposal) however, the actual sum of the tabulated amounts was **\$4,065** instead of **\$3,025**. The drilling invoice for \$3,616 was consistent with low bid unit rates and should be considered a reasonable cost.

**Surveying – (\$290)** Surveying services were estimated in the April, 2003 proposal based on previous survey bids and costs from the previous 2002 scope of work. When surveying was actually completed (December 2003), bids for the actual scope of work (including surveying off-site property lines, roads, and on-site and off-site wells) were obtained and the lowest bid was \$790.

**Water Disposal – (\$145)** Water disposal was originally estimated for non-hazardous concentrations. Due to elevated concentrations of chlorinated compounds from the most affected well(s), one drum of water had to be disposed of as hazardous.

#### **Summary**

In summary, Sigma, on behalf of WBLP Limited Partnership (current responsible party for former Bask, Inc. site), requests that the WDNR approve the next proposed scope of work and associated costs for \$39,579 as detailed in *Attachment 1* and discussed in our January 27, 2004 meeting. The focus of this additional scope will be to further delineate the release and evaluate the potential risk of vapor migration to the neighboring residential area. This proposed scope of work and cost includes greater footage (four wells and two piezometers for 240 total feet) than the previous scope (six wells and one piezometer for 222 total feet) and includes vapor migration sampling and evaluation.

We also request the WDNR Project Manager's concurrence that the project budget with respect to future reimbursement claims includes the initial \$4,000 scoping investigation and reasonable costs (quantity exceedances and additional services) described above and summarized as follows:

- \$ 727.75 reimbursables from two additional sampling rounds,
- \$1,949.00 drilling 72 additional feet and well installation at greater depths than originally proposed,
- \$ 17.50 surveying - lowest bid obtained exceeded estimate,
- \$ 461.11 soil disposal – not included in original scope of work estimates,
- \$ 591.00 drilling - incorrect summation of unit costs from initial low bid,
- \$ 290.00 surveying, and
- \$ 145.00 water disposal

**Total – \$4,181.36** in additional scope, quantity exceedances, and waste disposal in three phases of work.

In general, total project costs to billed/in progress to date (\$36,646) are less than proposed costs (\$38,563 [\$4,000+\$18,665+13,933+\$1,965]), plus quantity exceedances and waste disposal (\$4,181) for a total of \$42,744, even though quantity exceedances and additional sampling, monitoring, and waste disposal were completed. Reporting has not yet been completed to the extent originally proposed which accounts for the difference between the sum of proposed costs plus quantity exceedances (\$42,744) and project costs billed to date/or in progress (\$36,646). This difference (\$6,098) accounts for reporting that was proposed but has not been completed and could be used to offset the proposed (\$5,305) reporting task in the most recent cost estimate depending how WDNR chooses to view and handle the quantity and scope exceedances. Substantial data tabulation, data analysis, figure preparation, and meetings were completed and a summary of the information was provided in our 1/27/04 meeting.

Upon your review of the attached information please contact our office at (414) 643-4120 with any questions. Sigma appreciates the opportunity to provide investigation and remediation services within the DERF program.

Sincerely,

SIGMA ENVIRONMENTAL SERVICES, INC.



Ross M. Creighton, P.G.  
Project Hydrogeologist



Randy E. Boness, P.G.  
Geo-sciences Group Leader

Attachments:

- Figure 1 - Proposed Boring Locations
- Attachment 1 - Cost Estimate and Supporting Bids
- Attachment 2 - Budget Summary

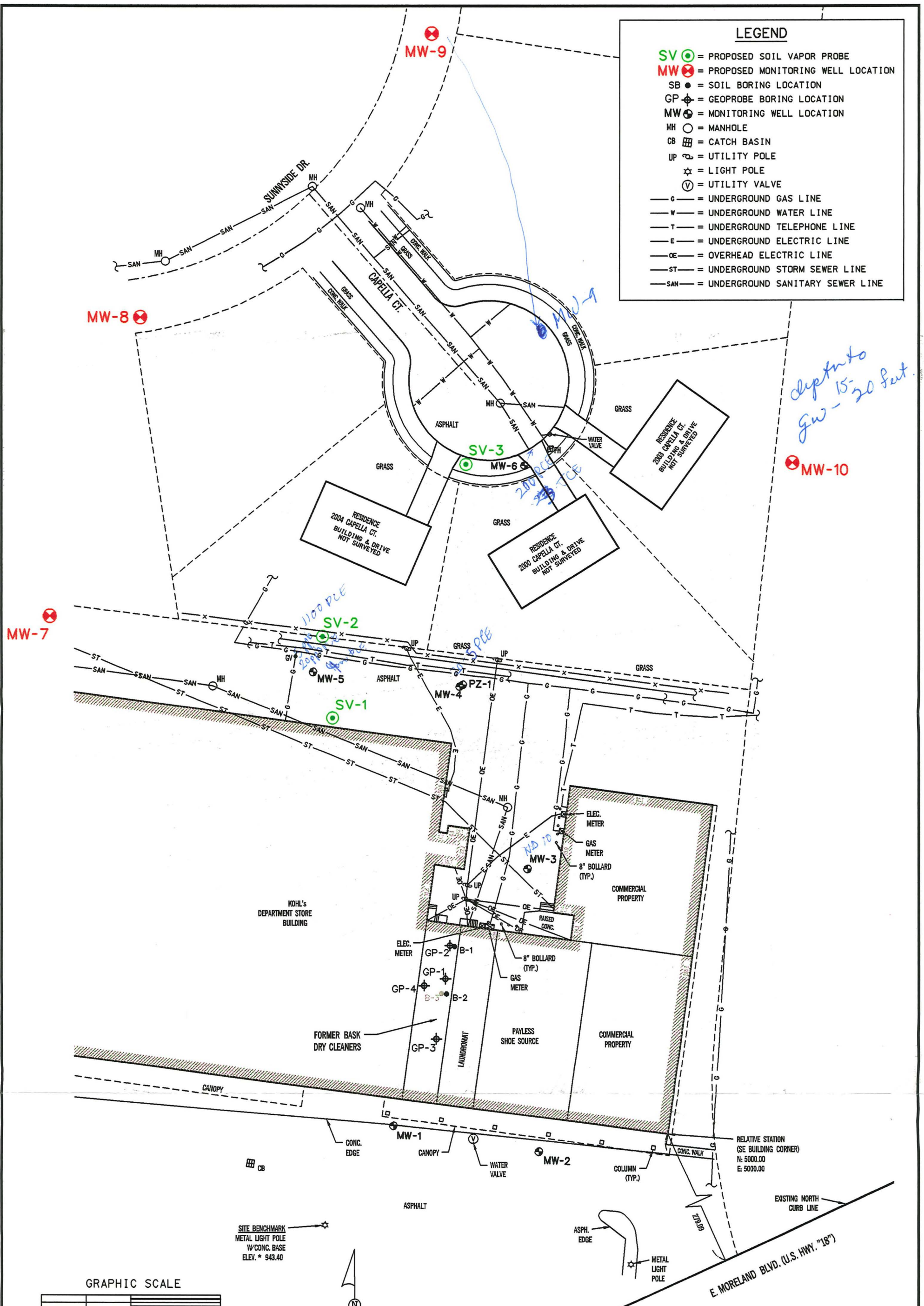
cc: Mr. Greg Butts – Realty Management Consultants, Inc.  
Mr. Donald Gallo – Reinhart, Boerner, & Van Deuren S.C.

**FIGURE**



**LEGEND**

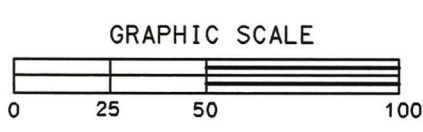
- SV ⊙ = PROPOSED SOIL VAPOR PROBE
- MW ⊗ = PROPOSED MONITORING WELL LOCATION
- SB ● = SOIL BORING LOCATION
- GP ⊕ = GEOPROBE BORING LOCATION
- MW ⊙ = MONITORING WELL LOCATION
- MH ○ = MANHOLE
- CB ⊞ = CATCH BASIN
- UP ⊕ = UTILITY POLE
- ☆ = LIGHT POLE
- ⊕ = UTILITY VALVE
- G— = UNDERGROUND GAS LINE
- W— = UNDERGROUND WATER LINE
- T— = UNDERGROUND TELEPHONE LINE
- E— = UNDERGROUND ELECTRIC LINE
- OE— = OVERHEAD ELECTRIC LINE
- ST— = UNDERGROUND STORM SEWER LINE
- SAN— = UNDERGROUND SANITARY SEWER LINE



*depth to gw - 15-20 feet*

*1100 PCE*  
*200 PCE*  
*200 PCE*

*ND 10*



- NOTES:**
1. SITE FEATURES BASED ON SURVEY DATED 6-18-02, BY LAND INFORMATION SERVICES, INC.
  2. BORINGS, STORM AND SANITARY SEWERS NOT INCLUDED IN SURVEY.

<b>FORMER BASK DRY CLEANERS</b> E. MORELAND BLVD., WAUKESHA, WI			
DATE: 2-25-04	DR. BY: BEB	DR.# 7376-015	SCALE: 1" = 50'
<b>PROPOSED MONITORING WELL LOCATION MAP</b>			<b>FIGURE 1</b>

**ATTACHMENT 1**  
**COST ESTIMATE FOR ADDITIONAL WORK**  
**AND**  
**SUBCONTRACTOR BIDS**

**WBLP (Former Bask Dry Cleaner)**  
**Cost Estimate for Additional Investigation Activities**  
**West Brook Limited Partnership - West Brook Shopping Center**  
**Former Bask Drycleaner Site**  
**Waukesha, WI**  
**Project Reference #7376**

Task									Consulting Costs		Commodity Services		Total Cost
	Sr. Proj Eng \$100	Staff Eng \$75	Field Techs \$60	CADD Tech \$65	PECFA Staff \$70	Proj Hydro \$95	Staff Hydro \$65	Clerical \$40	Total Labor Costs	Equipment & Expenses	Sub-Contracting Expenses	Analytical Expenses	
<b>1 General - Pre-Drilling Tasks</b>													
Work Plan Addendum Prep	1					8	8		\$1,380				\$1,380
Meetings - Client, WDNR, & Health Department	2					6	2	2	\$980				\$980
Permit/Offsite Access agreements for proposed wells						1	6		\$485				\$485
Diggers and mark locations at site							4		\$260				\$260
Bedrock Evaluation (records review)						1	4		\$355				\$355
									\$0				\$0
<b>Subtotal Task 1</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>24</b>	<b>2</b>	<b>\$3,460</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,460</b>
<b>2 Vapor Evaluation</b>													
Soil Gas Probe Installation (3 probes)			4			1			\$335	\$500			\$835
Air Sampling (3 probes & 1 background - SUMA Canisters - VOCs)			4			1			\$335	\$250		\$1,130	\$1,715
Correspond w/health Dept						2	2		\$320				\$320
PIDs - sewer manholes (on-site and off-site)			4						\$240	\$100			\$340
Additional Utility Evaluation (current & historic)							6		\$390	\$60			\$450
Data Evaluation	1			1		2	6	1	\$785				\$785
<b>Subtotal Task 2</b>	<b>1</b>	<b>0</b>	<b>8</b>	<b>1</b>	<b>0</b>	<b>5</b>	<b>14</b>	<b>1</b>	<b>\$2,405</b>	<b>\$910</b>	<b>\$0</b>	<b>\$1,130</b>	<b>\$4,445</b>
<b>3 Subsurface Investigation</b>													
Project Coordination						2	8		\$710				\$710
Field Supervision of Well Installation (4 wells-30' ave.)						1	24		\$1,655	\$250	\$4,078	\$464	\$6,447
Well Developing			7						\$420	\$150			\$570
Well Sampling (4 new 7 existing wells+2QA/QC, 1 round @\$58)			14			1			\$935	\$450		\$1,214	\$2,599
Piezometer Installation (2-60' piez) & Dev			6			2	24		\$2,110	\$150	\$4,078		\$6,338
Second Round Sampling (10 MWs 3 PZs, VOCs only)			16			1	2		\$1,185	\$500		\$870	\$2,555
Conductivity testing (1 day field, 1day office)							16		\$1,040	\$500			\$1,540
Site Survey			1				4		\$320	\$50	\$600		\$970
Waste Disposal (14 drums soil @ \$70 + \$150/mobe, 2 mobes, assumes non-haz.)							2.5		\$163		\$1,130		\$1,293
Waste Disposal (12 drums water, 6 @ \$180, 6 @ \$0.3/gal+trans.)							2.5		\$463	\$130	\$1,180		\$1,773
Drilling, devel, sample forms							6		\$390				\$390
Water levels (bi-monthly-3 events)			14			1			\$935	\$250			\$1,185
<b>Subtotal Task 3</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>89</b>	<b>0</b>	<b>\$10,325</b>	<b>\$2,430</b>	<b>\$11,066</b>	<b>\$2,548</b>	<b>\$26,369</b>
<b>4 Report Preparation/Data Evaluation/Project Coordination/Meet w/WDNR</b>													
Report Prep./Field Doc./Proj. Coordination	2			8		18	32	7	\$4,790				\$4,790
									\$0				\$0
									\$0				\$0
Meeting	1					3	2		\$515				\$515
<b>Subtotal Task 3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>21</b>	<b>34</b>	<b>7</b>	<b>\$5,305</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,305</b>
<b>Proposed Sigma Consulting Costs</b>													<b>\$24,835</b>
<b>Proposed Commodity Services Costs</b>													<b>\$14,744</b>
<b>Total Proposed Project Costs for Completion of Proposed Investigation Work</b>													<b>\$39,579</b>

**BADGER STATE DRILLING CO., INC.**

360 BUSINESS PARK CIRCLE

STOUGHTON, WI. 53589-3395

PHONE (608)877-9770

Fax (608)877-9771

Website: badgerstatedrilling.com / E-mail: bsd@chorus.net

**IMPORTANT FAX TRANSMISSION**

NUMBER OF PAGES INCLUDING COVER PAGE: 2

DATE: 2/24/04

TIME: 2:55

TO: Ross Creighton

FROM: Mark Garwick

MESSAGE:

# Sigma Environmental Services, Inc.

REQUEST FOR COST ESTIMATE - DRILLING SERVICES Page 1 of 2

Sigma Project # 7376 Project Location: Waukesha, WI

Project Manager Ross Creighton

Phone # 414-643-4120 Cost Estimate Required by: 02/25/04

Fax # 411-643-4210 Anticipated Start Date: 04/01/04

Project Summary/ Conditions:

1. Advance four soil borings with continuous sampling to an estimated depth of 30 feet bgs.
2. Complete each of the four soil borings as NR 141 compliant 2-inch diameter groundwater monitoring wells (10 foot) screens with flushmount covers. All soil cuttings to be drummed in 55-gal. DOT approved steel drums.
3. In a separate mobilization (approx 6 weeks later), advance 2 soil borings w/5-foot sampling 0-30 and continuous sampling 30-60 feet to a depth of 60 feet.
4. Complete each boring as a NR 141 compliant 2-inch diameter piezometer (5-foot screen) with flushmount cover.
5. Provide drums and contain soil.

2. Responsible for Utility Clearance: Sigma  Drilling Contractor

3. Water Provided by: Site Owner  
Drilling Contractor

4. Electric Provided by: Site Owner  
Drilling Contractor

5. Drilling Method: Geoprobe \_\_\_\_\_ Hollow Stem Auger   
Air Rotary \_\_\_\_\_ Mud Rotary

6. Drilling Surface: Concrete/asphalt

7. Sampling Interval: Continuous  (30-foot monitoring well borings) 2' continuous  
Other  (Piezometers 0-30' 5-foot interval, 30-60 feet - 2' continuous)

8. Estimated Depth to Groundwater: 16-28 ft.

9. Cost Estimate: This bid form must be used. All costs must be included in the lump sums or unit rates for the tasks listed below. No exceptions or substitutions will be considered.

Task	Quantity	Unit Rate	Cost
<i>Note: Separate Mobil for Piezometers!</i>			
Mobilization (includes support vehicles)	<u>2</u>	<u>350.<sup>00</sup> Ea.</u> <sup>Lump Sum</sup>	<u>700.<sup>00</sup></u>
Soil Boring Drilling	<u>240</u> /feet	<u>13.50</u> /foot	<u>3240.<sup>00</sup></u>
Borehole Abandonment	<u>0</u> /feet	<u>4.50</u> /foot	
Well Installation (includes all well supplies)	<u>240</u> /feet	<u>12.<sup>00</sup></u> /foot	<u>2880.<sup>00</sup></u>
Well Protective Covers <input type="checkbox"/> Flush Mount	<u>6</u>	<u>150.<sup>00</sup></u> /each	<u>900.<sup>00</sup></u>





# SOILS & ENGINEERING SERVICES, INC.

CONSULTING CIVIL ENGINEERS SINCE 1966

## FACSIMILE COVER SHEET

**NUMBER OF PAGE(S)** 3 *(including this cover sheet)*

**SES PROJECT NUMBER** 913.0962

**DATE:** February 26, 2004

**TO:** Facsimile Number (414) 768-7158

Phone Number (414) 768-7144

Company Sigma Environmental Services, Inc.

**Attention** Ross Creighton

**FROM:** Duane Reichel, P.E. *Reviewed By:*

**SUBJECT:** Proposal for Environmental Drilling  
Waukesha, Wisconsin

**MESSAGE:** Ross - Enclosed is the proposal that you requested. Please call me at (888) 866-7645 if you have any questions regarding this submittal.

---

**We are:**

Sending original in mail

Sending by FAX only

Sending as requested

**If you do not receive all pages, please call (608) 274-7600**

COMPLETE THE FOLLOWING AFTER DOCUMENT IS SENT

FACSIMILE sent by (initials): DR At (Time): 5:09pm



## Sigma Environmental Services, Inc.

### REQUEST FOR COST ESTIMATE - DRILLING SERVICES Page 1 of 2

Sigma Project # 7376 Project Location: Waukesha, WIProject Manager Ross CreightonSES 913.0962Phone # 414-643-4120Cost Estimate Required by: 02/25/04Fax # 411-643-4210Anticipated Start Date: 04/01/04

## Project Summary/ Conditions:

1. Advance **four** soil borings with continuous sampling to an estimated depth of 30 feet bgs.
2. Complete each of the four soil borings as NR 141 compliant 2-inch diameter groundwater monitoring wells (10 foot) screens with flushmount covers. All soil cuttings to be drummed in 55-gal. DOT approved steel drums.
3. In a separate mobilization (approx 6 weeks later), advance 2 soil borings w/5-foot sampling 0-30 and continuous sampling 30-60 feet to a depth of 60 feet.
4. Complete each boring as a NR 141 compliant 2-inch diameter piezometer (5-foot screen) with flushmount cover.
5. Provide drums and contain soil.

2. Responsible for Utility Clearance: Sigma   
Drilling Contractor3. Water Provided by: Site Owner  
Drilling Contractor 4. Electric Provided by: Site Owner  
Drilling Contractor 5. Drilling Method: Geoprobe \_\_\_\_\_ Hollow Stem Auger   
Air Rotary \_\_\_\_\_ Mud Rotary

6. Drilling Surface: Concrete/asphalt

7. Sampling Interval: Continuous  (30-foot monitoring well borings) 2' continuous  
Other  (Piezometers 0-30' 5-foot interval, 30-60 feet - 2' continuous)8. Estimated Depth to Groundwater: 16-28 ft.

9. Cost Estimate: This bid form must be used. All costs must be included in the lump sums or unit rates for the tasks listed below. No exceptions or substitutions will be considered.

Task	Quantity	Unit Rate	Cost	
<i>Note: Separate Mobe for Piezometers!</i>			<i>4 wells 30' each</i>	<i>2 piez. 60' each</i>
Mobilization (includes support vehicles)		Lump Sum	\$ 300	300
Soil Boring Drilling	/feet	12 /foot	1,440	1,440
Borehole Abandonment	0 /feet	4 /foot	0	0
Well Installation (Includes all well supplies)	/feet	12 /foot	1,440	1,440
Well Protective Covers <input type="checkbox"/> Flush Mount		125/each	500	250



Decon/Steam Cleaning	Lump Sum	150	150
55-Gallon Drums <i>6 drums + 6 drums</i>	<i># 35 /Drum</i>	210	210
Visqueen	/Rolls		
Traffic Control			
TOTAL COST		\$ 4,040	4,040

Sigma Project # 7376 Page 2 of 2

*7 drums 4,078*  
*4-30' walls 2-60' pieces*

REQUEST FOR COST ESTIMATE - DRILLING SERVICES  
(CONTINUED)

10. Conditions:

1. Drilling Contractor warrants and represents that all times while providing services under this Agreement, it shall maintain general liability coverage including, pollution impairment liability coverage of no less than \$1,000,000 per claim; \$1,000,000 annual aggregate and a deductible of no more than \$100,000 per claim. The insurance coverage shall be provided by a firm that has an A.M. Best rating of at least "A-".
2. Drilling Contractor shall notify (Consultant) immediately if the insurance coverage required in paragraph 1 above is interrupted, suspended, lapsed or terminated for any reason.
3. Drilling Contractor shall indemnify Consultant or (Owner) for all drilling costs determined to be ineligible for DERF reimbursement by the DERF staff due to Contractor's failure to maintain the insurance coverage required in paragraph 1 above.
4. The above unit costs will be honored for one (1) calendar year starting on the date of the first mobilization.
5. All bids will follow fax requests/responses with a signed hard copy of this form to be considered.
6. All drilling equipment will be decontaminated before arrival on-site.

*Diane E. Reichel*

Name (Print)

*Diane E. Reichel* corporate secretary  
Signature Title

Phone *608-274-7600*

*Soils + Engineering Services, Inc.*  
Company Date

*February 25, 2004*

# Sigma Environmental Services, Inc.

**REQUEST FOR COST ESTIMATE - DRILLING SERVICES** Page 1 of 2

Sigma Project # 7376 Project Location: Waukesha, WI

Project Manager Ross Creighton

Phone # 414-643-4120 Cost Estimate Required by: 02/25/04

Fax # 411-643-4210 Anticipated Start Date: 04/01/04

**Project Summary/ Conditions:**

1. Advance four soil borings with continuous sampling to an estimated depth of 30 feet bgs.
2. Complete each of the four soil borings as NR 141 compliant 2-inch diameter groundwater monitoring wells (10 foot) screens with flushmount covers. All soil cuttings to be drummed in 55-gal. DOT approved steel drums.
3. In a separate mobilization (approx 6 weeks later), advance 2 soil borings w/5-foot sampling 0-30 and continuous sampling 30-60 feet to a depth of 60 feet.
4. Complete each boring as a NR 141 compliant 2-inch diameter piezometer (5-foot screen) with flushmount cover.
5. Provide drums and contain soil.

Post-it® Fax Note	7671	Date	<u>2-25</u>	# of pages	<u>2</u>
To	<u>Ross Creighton</u>	From	<u>Ron Thalacker</u>		
Co./Dept.	<u>Sigma</u>	Co.	<u>Bour &amp; Longyear</u>		
Phone #		Phone #	<u>715 359 7090</u>		
Fax #	<u>414 643 4210</u>	Fax #	<u>715 355 5715</u>		

Contractor	<input checked="" type="checkbox"/>
Per	
Contractor	<input checked="" type="checkbox"/>
Site Owner	
Drilling Contractor	<input checked="" type="checkbox"/>
Follow Stem Auger	<input checked="" type="checkbox"/>

Air Rotary \_\_\_\_\_ Mud Rotary \_\_\_\_\_

6. Drilling Surface: Concrete/asphalt

7. Sampling Interval: Continuous  (30-foot monitoring well borings) 2' continuous  
 Other  (Piezometers 0-30' 5-foot interval, 30-60 feet - 2' continuous)

8. Estimated Depth to Groundwater: 16-28 ft.

9. Cost Estimate: This bid form must be used. All costs must be included in the lump sums or unit rates for the tasks listed below. No exceptions or substitutions will be considered.

Task	Quantity	Unit Rate	Cost
<i>Note: Separate Mobe for Piezometers!</i>			
Mobilization (includes support vehicles)		Lump Sum	\$ <u>650</u> <span style="float: right;"><u>650</u></span>
Soil Boring Drilling	<u>120/120</u> /feet	<u>12/14</u> /foot	<u>1440</u> <span style="float: right;"><u>1680</u></span>
Borehole Abandonment	<u>0</u> /feet	<u>5</u> /foot	<u>0</u> <span style="float: right;"><u>0</u></span>
Well Installation (Includes all well supplies)	<u>120/120</u> /feet	<u>11</u> /foot	<u>1320</u> <span style="float: right;"><u>1320</u></span>
Well Protective Covers <input type="checkbox"/> Flush Mount	<u>4/2</u>	<u>165</u> /each	<u>660</u> <span style="float: right;"><u>330</u></span>

Decon/Steam Cleaning	1/1	Lump Sum	175	175
55- Gallon Drums	8/8	35 /Drum	280	280
Visqueen	10 /Rolls	100 /Rolls	0	0
Traffic Control	NA	NA	NA	NA
TOTAL COST			\$ 4525	4435

Sigma Project # 7376 Page 2 of 2

4-30' walls 2-60' pipes

REQUEST FOR COST ESTIMATE - DRILLING SERVICES  
(CONTINUED)

10. Conditions:

1. Drilling Contractor warrants and represents that all times while providing services under this Agreement, it shall maintain general liability coverage including, pollution impairment liability coverage of no less than \$1,000,000 per claim; \$1,000,000 annual aggregate and a deductible of no more than \$100,000 per claim. The insurance coverage shall be provided by a firm that has an A.M. Best rating of at least "A-".
2. Drilling Contractor shall notify (Consultant) immediately if the insurance coverage required in paragraph 1 above is interrupted, suspended, lapsed or terminated for any reason.
3. Drilling Contractor shall indemnify Consultant or (Owner) for all drilling costs determined to be ineligible for DERF reimbursement by the DERF staff due to Contractor's failure to maintain the insurance coverage required in paragraph 1 above.
4. The above unit costs will be honored for one (1) calendar year starting on the date of the first mobilization.
5. All bids will follow fax requests/responses with a signed hard copy of this form to be considered.
6. All drilling equipment will be decontaminated before arrival on-site.

*Ron Thalacker*

Name (Print)

*Ron Thalacker* Regional Manager

Signature Title

715 359 7090

Phone

Boart Longyear

Company Date

2-25-04



1300 West Canal Street  
Milwaukee, WI 53233  
414-643-4200  
FAX: 414-643-4210  
www.thesigmagroup.com

**FACSIMILE TRANSMITTAL**

To: Paul Pope	From: Ross Creighton
Organization: Data Chem Labs	Date: 2/25/04
Fax Number: 801-268-9992	Total number of pages including cover: 32
Phone Number: 800-356-9135	Project Number: 7376
RE: Air Analysis ~ WBLP (former Bask Dry Cleaner), Waukesha, WI	

- Urgent
- For review
- Please comment
- Please reply

**Notes / Comments:**

Paul - Attached is a bid for air sampling services at a site in Waukesha, WI.

Anticipated scope includes 3 Suma canisters w/ 4 hour regulators and VOC analysis using method TO 15. Please include all costs including equipment rental and shipping.

The site is being investigated under the Wisconsin dry cleaner environmental response program.

Please call me at 414-463-4120 with any questions.

Thanks

Ross Creighton

**FAX COVER NOTICE OF CONFIDENTIALITY**

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f:\wblp\7376\2004Bids\Faxairlob2.doc







Date: 2/26/2004  
 Quote No.: MSP01370

### Price Quotation

Company - Sigma Environmental Services Inc  
 Contact - Ross Creighton  
 Address - 1300 West Canal Street  
  
 City - Milwaukee  
 State - WI  
 Zip - 53233


Telephone - 414-643-4200  
 Fax - 414-643-4210  
 Client Type - Engineering  
 End User -  
 Sample Arrival -  
 Project Duration -

QTY	METHOD/DESCRIPTION	MATRIX	DOC LEVEL	TAT	PRICE	TOTAL
4 4 4 1	3 TO-15 Volatile Organic Compounds	Air	Level II	10 Day	\$235.00	\$705.00
	3 Flow Control Valve	Sampling Media			\$50.00	\$150.00
	3 Summa® Canister	Sampling Media			\$30.00	\$90.00
	1 Aprox. Shipping charges to be paid by client	Sampling Media			\$30.00	\$30.00
<b>Project Total</b>						<b>\$975.00</b>

940  
 200  
 120  
 30  
  
 1290

Special Instructions:

Daryl Peterson  
 Air Services Program Director  
 (612) 607-6386 (612) 607-6444 (fax)  
 daryl.peterson@pacelabs.com

  
 Authorization Signature

- Quotation is valid for 60 days, or upon acceptance, through project duration, unless otherwise indicated.
- Pace Analytical standard terms and conditions apply, please review attached copy.
- Pace Analytical standard credit terms are net 30 days to approved accounts.
- Unless specified above, turnaround time (TAT) is stated in working days.
- Unless specified above, a standard level 2 report will be sent upon completion of the analysis.
- Price includes containers, preservatives, COC documents and the specified analysis.
- All samples are retained 3 weeks and disposed of at Pace Analytical's expense with the exception of Summa® Canisters
- Any deviation from the scope of work including sample volume will result in appropriate price adjustment.
- Pace Analytical will provide normal QC samples (LC/LCSD) as specified in the method. Client specified QC in addition to this, if required, will be handled as billable sample.
- Re-extractions or dilutions due to high analyte levels or sample matrix problems can significantly impact the analytical process, and may increase the final billed amount. Rework of this nature will not be initiated without your prior approval.

**Please include a copy of this document with your samples.**



325 Ayer Road, Harvard, MA 01451  
Tel. (978) 772-2345  
Fax (978) 772-4956

ENSR Air Laboratory



NYDOH / NELAC # 11631



## Facsimile Cover Sheet

<b>TO:</b>	<u>Ross Creighton</u> Name	<u>The Sigma Group</u> Firm/Location	<u>(414)-643-4210</u> Fax Number
<b>FROM:</b>	<u>Alyson Fortune</u> Name	<u>ENSR Air Laboratory</u> Division/Dept.	<u>978-772-2345x26</u> Tel. Ext.
<b>DATE:</b>	<u>2/23/04</u> Date	<u>10:12</u> Time	
<b>RE:</b>	<u>Price Quote for WBLP site</u>		

### COMMENTS:

Hi Ross,

Sorry I missed your call yesterday. Attached please find a quotation for the 3 SUMMA canister samples with 4 hour regulators for TO-15 analysis. I provided our cost quotation and information, as well as your completed Request for Cost Estimate form (sorry, I made a few errors on it, which I crossed out and initialed). Please let me know if you have any questions. I will call to follow up in the next day or so. Thanks for your interest in the ENSR Air Lab! I look forward to working with you.

Take care,  
Alyson Fortune  
Afortune@ensr.com

Cover Page + 7 Pages

Call (978) 772-2345 regarding problems with this transmission







ENSR Consulting and Engineering  
Air Toxics Specialty Laboratory  
925 Ayer Rd.  
Harvard, MA 01451  
<http://www.ensr.com/airtoxlab>



Phone: 978-772-2345  
Fax: 978-772-4956

February 26, 2004

Ross Creighton  
The Sigma Group  
1300 West Canal Street  
Milwaukee, WI 53233

RE: Quote #022601

Dear Ross:

ENSR Air Toxics Laboratory is pleased to have the opportunity to work with The Sigma Group. This letter is to confirm arrangements for the analysis of whole air samples.

SUMMA® canister samples submitted by The Sigma Group from February 2004 to February 2005 for the WBLP site will be analyzed per the specified methodology. Costs for these analyses will be as follows:

Parameter	Unit Price
EPA Method TO-15 (Target analyte list attached)	\$275
Calibrated flow regulators (for time-integrated sampling)	\$30
Chromatograms/Full data package	No charge
FedEx Shipping- 1 box	\$50
TOTAL (3 canisters with 4 hour regulators):	\$965

There is a fee of \$65 for any canisters returned unused. There is no charge for canister use for the first two weeks. After two weeks, a rental fee of \$65 per week will be charged for each canister. Canisters will be cleaned and returned to use after analysis. Canister samples can be archived at the laboratory following analysis for a weekly fee if arrangements are made prior to sample submission. Fees for shipping via FedEx will apply on a per box basis (each box holds up to 6 canisters). Standard laboratory turnaround time is 10 business days, unless other terms are arranged. Payment terms for laboratory invoices are net 30 days. ENSR will conduct this work under our general conditions as attached. Discounts for large volume of samples and reduced target analyte lists are available on a project-specific basis. Please contact the laboratory for a quotation.

Please do not hesitate to call should you have any questions concerning this information.

Sincerely,

Alyson Fortune  
Project Manager  
ENSR Air Toxics Laboratory

Signature / Date

FACSIMILE TRANSMITTAL

To: Keith Kindred From: Mary Clifford  
Organization: Welch, Hanson + Associates Date: 2/23/04  
Fax Number: (262) 646-6864 Total number of pages including cover: 2  
Phone Number: - 6855 Project Number: 7376

RE: Cost Estimate for survey work at Former  
Bask Dry Cleaner

- Urgent  For review  Please comment  Please reply

Notes / Comments:

Keith,  
Please review the attached figure of the additional monitoring wells <sup>locations</sup>. Sigma plans on installing 4 monitoring wells at the site. Please provide a <sup>additional</sup> cost for ~~the~~ survey work including 4 monitoring wells and select areas of the neighborhood (road right of ways, sunny-side drive + Springdale and property boundaries near monitoring wells). If you have any questions please call me at (414) 643-4119.

Sincerely,  
Mary Clifford

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**GENERAL TERMS AND CONDITIONS OF THE  
ENGINEERING & SURVEYING SERVICES**

a. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will begin engineering services upon written authorization to proceed. Receipt of a signed contract will be considered written authorization. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase and construction phase.

b. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will bill the Owner monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1-1/2% per month. In addition, Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. may, after giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

c. The quoted fees and scope of engineering and surveying services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will promptly inform the Owner in writing of such situations so that changes in this agreement can be made as required.

d. Costs and schedule commitments shall be subject to change for delays caused by the Owner's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

e. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will maintain insurance coverage for: Worker's Compensation, General Liability, Automobile Liability, Professional Liability. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will provide information as to specific limits upon written request. If the Owner requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner. The liability of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverage and amounts which Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. has in effect.

f. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. and the Owner agree that the overall liability for the stored, alleged, or threatened discharge, dispersal, release, or escape of pollutants, smokes, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Owner, and the responsibility for the ownership and maintenance of any toxic, hazardous, or otherwise materials relating to the project, shall remain with the Owner. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. and the Owner acknowledge that Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc.'s professional liability and general liability policies do not apply to claims arising out of the abovegoing. Therefore, the Owner agrees not to bring a claim against Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. relating to the uninsured liability referenced above. Furthermore, the Owner agrees to indemnify and hold harmless Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. for all claims against Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. arising out of or related in any way to the above stated liability and/or responsibility of the Owner whether or not such claims arise out of and/or have been caused in whole or in part by negligence on the part of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. and in the event Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. shall be made a party to any suit or litigation on account of any injury or damage to person, life or property arising out of or related in any way to the above stated liability and/or responsibility of the Owner, the Owner shall defend such action on behalf of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc., including claims and causes of action at common law, arising under any statute, or arising out of any governmental demand or request, and if judgment shall be obtained or claim allowed in any proceedings against Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc., the Owner shall pay and satisfy such judgment or claim in full.

g. The Owner agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

h. Termination of this agreement by the Owner or Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. shall be effective upon seven (7) days' written notice to the other

party. The written notice shall include the reasons and details for termination. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner violates the agreement entered into between Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. may, upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such violation to the reasonable satisfaction of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc.

i. Release of any documents and/or engineering and surveying services pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. from all claims, damages, and expenses including attorney's fees and costs arising out of such reuse of the documents and/or engineering and surveying services by the Owner or by others acting through the Owner.

j. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will provide engineering and surveying services in accordance with generally accepted professional practices. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth hereto or expressly agreed to in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth hereto.

k. Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. intends to serve as the Owner's professional representative for those services as defined in this agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. for the Owner are rendered on the basis of experience and qualifications and represent the professional judgment of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. However, Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. harmless for any claim arising out of or related in any way to project or construction costs even if such claims arise out of and/or have been caused in whole or in part by negligence on the part of Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc.

l. This agreement shall not be construed as giving Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. the responsibility or authority to direct or supervise construction methods, materials, techniques, sequence, or procedures of construction selected by the contractor or subcontractor or the safety precautions and programs incident to the work of the contractor or subcontractor.

m. This agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin.

n. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the parties hereto.

o. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.

p. As required by the Wisconsin Construction Lien Law, Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. hereby notifies Owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on Owner's land and buildings if not paid. Those entitled to lien rights, in addition to Welch Hanson Associates, a division of Yaggy Colby Assoc., Inc. are those who contract directly with the Owner or those who give the Owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, Owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any.

**REQUEST FOR COST ESTIMATE ANALYTICAL SERVICES**

Sigma Project # 7376 Cost Estimate Required By: 1-14-04  
 Project Manager Ross Creighton Date Samples Expected: March  
 Phone No. (414) 463-4120 Fax No. (414) 463-4210

NOTE: THE BELOW UNIT COSTS WILL BE HONORED FOR ONE (1) CALENDAR YEAR STARTING ON THE DATE THE FIRST SAMPLE IS SUBMITTED. ALL BIDS WILL FOLLOW FAX REQUESTS/RESPONSE WITH A SIGNED HARD COPY TO BE CONSIDERED.

Analytical Parameters Requested	Soil			Water					Analytical Method	Detection Limit
	Number of Samples	Unit Cost	Total Cost	Number of Samples per Sampling Round	Number of Sampling Rounds	Total Number of Samples	Unit Cost	Total Cost		
VOCs	3	60.00	180.00	10-1 <sup>st</sup> round 12-2 <sup>nd</sup> round		22	60.00	1320.00	8021/8280	Per WDNR
Chloride						22	10.00	220.00	8021/8280	Per WDNR
										Per WDNR
										Per WDNR
				Trip Blank	2-VOCs	2				
				Equip. Blank	2-VOCs	2	30.00	60.00		
	1) MeOH Blank			Duplicate	2-VOCs	2	30.00	60.00		

PROJECT # 7376 PROJECT MANAGER Ross Creighton

Turnaround Time (Working Days) \_\_\_\_\_  
 Cost for Sample Bottles \_\_\_\_\_  
 Cost for Shipping \_\_\_\_\_  
 Cost for Chromatograms \_\_\_\_\_  
 Courier Service Provided \_\_\_\_\_  
 Courier Service Provider \_\_\_\_\_  
 (Attach Sheet with Procedures/Directions)  
 Cost for Courier Service \_\_\_\_\_  
 Cost for Soil/Water Disposal \_\_\_\_\_

1. (Laboratory) warrants and represents that all times while providing services under this Agreement, it shall maintain in place errors and omissions (professional liability) insurance coverage of no less than \$1,000,000 per claim; \$1,000,000 annual aggregate and a deductible of no more than \$100,000 per claim. The insurance coverage shall be provided by a firm that has an A.M. Best rating of at least "A-".

2. Laboratory shall notify (Consultant) immediately if the insurance coverage required in paragraph 1 above is interrupted, suspended, lapsed or terminated for any reason.

3. Laboratory shall indemnify Consultant or (Owner) for all laboratory costs determined to be ineligible for PECFA reimbursement by the PECFA staff due to Laboratory's failure to maintain the insurance coverage required in paragraph 1 above.

Signature \_\_\_\_\_

*Walter Topel*

SUBTOTAL SOIL ANALYSIS 180.00  
 SUBTOTAL WATER ANALYSIS \_\_\_\_\_  
 SUBTOTAL - OTHER (BOTTLES, ETC.) \_\_\_\_\_  
 SHIPPING CHARGES \_\_\_\_\_  
 TOTAL PROJECT BID 1660.00

QUOTE #

180 soil  
 + 1660 water  
\$1840 total

Signature Walter Topel

CSR  
 Title

TESTAMERICA, INC.  
 Company

01-14-04  
 Date

**SIGMA ENVIRONMENTAL SERVICES, INC.**

**REQUEST FOR COST ESTIMATE ANALYTICAL SERVICES**

Sigma Project # 7376 Cost Estimate Required By: 1/14/04  
 Project Manager Ross Creighton Date Samples Expected: March  
 Phone No. (414) 483-4120 Fax No. (414) 483-4210

NOTE: THE BELOW UNIT COSTS WILL BE HONORED FOR ONE (1) CALENDAR YEAR STARTING ON THE DATE THE FIRST SAMPLE IS SUBMITTED. ALL BIDS WILL FOLLOW FAX REQUESTS/RESPONSE WITH A SIGNED HARD COPY TO BE CONSIDERED.

Analytical Parameters Requested	Soil			Water					Analytical Method	Detection Limit
	Number of Samples	Unit Cost	Total Cost	Number of Samples per Sampling Round	Number of Sampling Rounds	Total Number of Samples	Unit Cost	Total Cost		
VOCs	3	58	174	10-1" round		22	58	1276	8021/8260	Per WDNR
Chloride				12-2" round		22	15	330	<del>8021/8260</del>	Per WDNR
										Per WDNR
										Per WDNR
				Trip Blank	2-VOCs	2	Nil			
				Equip. Blank	2-VOCs	2	58	116		
	1) MeOH Blank	Nil		Duplicate	2-VOCs	2	58	116		

PROJECT # 7376 PROJECT MANAGER Ross Creighton

Turnaround Time (Working Days) \_\_\_\_\_  
 Cost for Sample Bottles \_\_\_\_\_  
 Cost for Shipping \_\_\_\_\_  
 Cost for Chromatograms \_\_\_\_\_  
 Courier Service Provided \_\_\_\_\_  
 Courier Service Provider \_\_\_\_\_  
 (Attach Sheet with Procedures/Directions)  
 Cost for Courier Service \_\_\_\_\_  
 Cost for Soil/Water Disposal \_\_\_\_\_

1. (Laboratory) warrants and represents that all times while providing services under this Agreement, it shall maintain in place errors and omissions (professional liability) insurance coverage of no less than \$1,000,000 per claim; \$1,000,000 annual aggregate and a deductible of no more than \$100,000 per claim. The insurance coverage shall be provided by a firm that has an A.M. Best rating of at least "A".

2. Laboratory shall notify (Consultant) immediately if the insurance coverage required in paragraph 1 above is interrupted, suspended, lapsed or terminated for any reason.

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Signature \_\_\_\_\_

SUBTOTAL SOIL ANALYSIS	<u>174</u>	QUOTE #
SUBTOTAL WATER ANALYSIS	<u>1838</u>	
SUBTOTAL - OTHER (BOTTLES, ETC.)	_____	
SHIPPING CHARGES	<u>2012</u>	
TOTAL PROJECT BID	_____	

Signature James Woodford Title \_\_\_\_\_ Company Encher Date 1/15/04



**ATTACHMENT 2**  
**BUDGET SUMMARY**

**BUDGET SUMMARY**

WBLP Delaware Limited Partnership  
Former Bask Dry Cleaner  
1236 E Moreland Blvd, Waukesha, WI  
Project Reference # 7376

Initial Proposal Including Addendum #1 - 8/29/01, 9/20/01

Task	Bid/Estimate Amount	Invoice Date									
		4/17/2002	4/25/2002	5/16/2002	5/24/2002	5/28/2002	6/21/2002	7/18/2002	7/22/2002	8/16/2002	8/21/2003
<b>1. Scoping Investigation - four geoprobe soil borings and if appropriate a case closure report</b>											
Professional Services <sup>1</sup>			\$ 382.50		\$ 1,201.25						
Reimbursables <sup>1</sup>			\$ 12.00		\$ 129.00						
Subcontractor <sup>1</sup>											
Drilling Services		\$ 1,620.00									
Laboratory Services		\$ 500.00									
<b>Subtotal</b>	<b>\$ 4,000.00</b>	<b>\$ 2,120.00</b>	<b>\$ 394.50</b>		<b>\$ 1,330.25</b>						
<b>2. DERP Site Investigation - Establish DERP eligibility, installation of five monitoring wells, limited site survey, one round of monitoring and remedial action plan report preparation</b>											
Professional Services	\$ 12,325.00					\$ 2,035.00		\$ 800.00		\$ 588.75	\$
Reimbursables	\$ 565.00					\$ 573.00				\$ 147.00	\$
Subcontractor											
Drilling Services <sup>2</sup>	\$ 3,700.00		\$ 3,892.00								
Surveying Services <sup>2</sup>	\$ 800.00							\$ 817.50			
Laboratory Services	\$ 1,275.00		\$ 450.00		\$ 200.00		\$ 200.00				
Waste Management-Metro										\$ 308.33	
Soil	\$ -										
<b>Subtotal</b>	<b>\$ 18,665.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,342.00</b>	<b>\$ -</b>	<b>\$ 200.00</b>	<b>\$ 2,608.00</b>	<b>\$ 200.00</b>	<b>\$ 1,617.50</b>	<b>\$ -</b>	<b>\$ 735.75</b>
<b>Total</b>	<b>\$ 22,665.00</b>	<b>\$ 2,120.00</b>	<b>\$ 394.50</b>	<b>\$ 4,342.00</b>	<b>\$ 1,330.25</b>	<b>\$ 200.00</b>	<b>\$ 2,608.00</b>	<b>\$ 200.00</b>	<b>\$ 1,617.50</b>	<b>\$ -</b>	<b>\$ 735.75</b>

notes:

<sup>1</sup> A cost breakdown was not included in proposal

<sup>2</sup> Bid amount combined in original proposal total from both services was proposed at \$4500. Unit rates from appropriate lowest bid were charged.

**Reasons for exceedance of bid amount:**

- Only one round of monitoring for five monitoring wells was originally proposed, however, 2 rounds for three wells and one rounds for 4wells were completed. Therefore, reimbursable amount wa:
- The proposal included the installation of five monitoring wells to approximately 15 feet bgs (75' total), however, four monitoring wells were installed to an average depth of 33 feet bgs (132' total)
- Surveying bid was exceeded however, this was the lowest bid price
- Soil disposal was not included in the initial bid amount. Soil was disposed (at lowest bid rates) in an expeditious manner because the site is an active shopping center.

**Work Plan Addendum & Work Plan Addendum - A - 12/31/02, 4/3/02**

Task	Bid/Estimate Amount	Invoice Date									
		11/20/2002	12/16/2002	12/31/2002	1/17/2003	8/22/2003	8/26/2003	11/30/2003	12/24/2003	1/31/2004	2/27/2004
<b>1. Work Plan Preparation</b>											
Professional Services	\$ 695.00			\$ 595.00	\$ 95.00						
<b>Subtotal</b>	<b>\$ 695.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 595.00</b>	<b>\$ 95.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2. Subsurface Investigation - installation of two monitoring wells, installation of one piezometer, two complete rounds of groundwater monitoring, and a limited site survey, site investigation and remedi</b>											
Professional Services	\$ 3,910.00			\$ 90.00	\$ 192.50	\$ 1,461.25		\$ 622.50		\$ 472.50	\$ 955.00
Reimbursables	\$ 868.00			\$ 35.00	\$ 25.00	\$ 205.00		\$ 298.50		\$ 277.00	
Subcontractor											
Drilling Services	\$ 3,025.00					\$ 3,616.00					
Surveying Services	\$ 500.00										
Laboratory Services	\$ 2,210.00	\$ 50.00					\$ 200.00	\$ 200.00	\$ 480.00	\$ 480.00	\$
Waste Management-Metro											
Soil	\$ 850.00		\$ 203.75								\$
Groundwater	\$ 20.00										\$
<b>Subtotal</b>	<b>\$ 11,383.00</b>	<b>\$ 50.00</b>	<b>\$ 203.75</b>	<b>\$ 125.00</b>	<b>\$ 217.50</b>	<b>\$ 5,282.25</b>	<b>\$ 200.00</b>	<b>\$ 1,121.00</b>	<b>\$ 480.00</b>	<b>\$ 1,229.50</b>	<b>\$ 955.00</b>
<b>2. Report Preparation/Data Evaluation/Project Coordination</b>											
Professional Services	\$ 3,820.00			\$ 768.75	\$ 185.00	\$ 648.75		\$ 752.50		\$ 692.50	\$ 600.00
<b>Subtotal</b>	<b>\$ 3,820.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 768.75</b>	<b>\$ 185.00</b>	<b>\$ 648.75</b>	<b>\$ -</b>	<b>\$ 752.50</b>	<b>\$ -</b>	<b>\$ 692.50</b>	<b>\$ 600.00</b>
<b>Total</b>	<b>\$ 15,898.00</b>	<b>\$ 50.00</b>	<b>\$ 203.75</b>	<b>\$ 1,488.75</b>	<b>\$ 497.50</b>	<b>\$ 5,931.00</b>	<b>\$ 200.00</b>	<b>\$ 1,873.50</b>	<b>\$ 480.00</b>	<b>\$ 1,922.00</b>	<b>\$ 1,555.00</b>

**Total Estimated**

**Project Costs: \$ 38,563.00**

notes:

**Reasons for exceedance of bid amount:**

- Drilling services exceed the amount budgeted because low bid unit costs were calculated incorrectly for the proposal. Unit prices invoiced are consistent with the initial low bid and the final invoice
- Surveying services were estimated in the 4/2003 proposal based on previous survey bids and costs from the previous 2002 scope of work.
- Prior to scheduling surveying (12/2003), bids for the actual scope of work (including surveying off-site property lines, roads, and on-site and off-site wells) were obtained (11/2003) and the lowest
- 
- Water Disposal was originally estimated for non-hazardous concentrations. One drum of purge water was generated from the most affected well (s) that required disposal as hazardous. The cos