



April 22, 2005

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Ms. Victoria Stovall  
Wisconsin Department of Natural Resources  
2300 N Dr Martin Luther King Jr Dr  
Milwaukee WI 53212-3128

Dear Ms. Stovall:

Re: DERP Potential Claim Notification  
Jill's Dry Cleaners  
S74 W16834 Janesville Road  
Muskego, WI

I enclose the Dry Cleaner Environmental Response Program ("DERP") *Potential Claim Notification* form, completed by Ms. Jill Fitzgerald, for the above captioned property (the "Property"). Documentation of a release of perchloroethylene was forwarded to your attention on April 14, 2005.

Once eligibility into DERP is established, Ms. Fitzgerald will select an environmental consultant to complete a subsurface investigation at the Property. Consultant selection will be performed in accordance with the requirements of Chapter NR 169 Wis. Adm. Code.

If you have any questions regarding this transmittal, please contact me at (262) 951-4599.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Sandra M. Del Pizzo'.

Sandra M. Del Pizzo

Waukesh\27722SMD:SMD

Encs.

cc Ms. Jill Fitzgerald (w/ encs)  
Mr. Jeffrey Soellner (w/ encs)  
Donald P. Gallo, Esq. (w/o encs)

**PROPOSAL FOR A DERF SITE INVESTIGATION  
JILL'S DRY CLEANERS  
S74 W16834 JANESVILLE ROAD  
MUSKEGO, WISCONSIN  
BRRTS #02-68-543070**

**PREPARED FOR:**

**MS. JILL FITZGERALD  
C/O DONALD P. GALLO  
REINHART, BOERNER, VAN DEUREN, S.C.  
W233 N2080 RIDGEVIEW PARKWAY  
WAUKESHA, WI 53187**

**PREPARED BY:**



**PROJECT REFERENCE #9332**

**MAY 2005**

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## **1. INTRODUCTION**

### **1.1 Statement of Understanding**

Reinhart, Boerner, Van Deuren, S.C. (Legal Counsel), on behalf of Ms. Jill Fitzgerald (Client), requests a proposal for site activities to evaluate a condition of environmental concern, specifically the presence of chlorinated organic volatile compounds (CVOCs) in soil and possibly groundwater in association with the former Jill's Dry Cleaners located at S74 W16834 Janesville Road, Muskego, Wisconsin (the site). It is Sigma Environmental Services, Inc. (Sigma's) understanding that the Client desires to investigate any CVOc 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 Repair Fund (DERF). 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, and the NR 700 series and other applicable codes in a manner that is consistent with the Client's goals.

### **1.2 Background**

Jill's Cleaner's, Inc. is located at S74 W16834 Janesville Road, Muskego, Wisconsin. The dry cleaning facility is located in the most northern suite of a multi-tenant one-story commercial building. The property and building is owned by Ms. Jill Fitzgerald also the owner of the dry cleaners. The dry cleaning store has operated on the property from approximately 1976 to present. The facility used tetrachloroethylene (PCE) during the dry cleaning operations.

The property is bordered by Olson's Outdoor Power Equipment and a retention pond to the north and northeast, respectively, Janesville Road to the south and a City street to the west.

The dry cleaning equipment is located in the northeast portion of the suite. Historically, dry cleaning machines have always been located at this location in the suite. No staining or sumps were observed directly around the machine. A side entrance with double steel doors is located on the north side of the building. It is believed that all solvent deliveries were made through this entrance.

In February 2005, a neighboring property owner to the east, Olson Outdoor Power Equipment, secured the services of Benchmark Environmental Services, Inc. (Benchmark) to conduct a Phase I Environmental Site Assessment (Phase I) and a Phase II Environmental Site Assessment (Phase II). A copy of the Phase I was not provided to Sigma; however, the Phase II report was provided to Sigma for review.

In general, Benchmark drilled three Geoprobe® soil borings along the assumed property border. The soil borings were advanced to a depth of 12 feet below ground surface (bgs). Soil samples were field screened with a photoionization detector (PID) (11.7 eV). All results were reported as less than 1 ppm. Two soil samples collected at a depth of 6 feet and 6½ feet bgs from GP-1 and GP-2 were submitted for analysis of volatile organic compounds (VOCs).

Soil lithology was reported as two feet of organic top soil over silty clay with the exception of a two feet thick layer of silty sand from 6 to 8 feet bgs at the GP-1 location. Groundwater was not encountered during the assessment.

A detection of 1,050 ug/kg and 180 ug/kg of PCE was detected from samples collected from GP-1 (6 feet) and GP-2 (6.5 feet), respectively. A detection of 111 ug/kg of trichloroethene was also detected at the GP-1 location. This result indicates a release of PCE in the area. No field or analytical testing has occurred on the Jill's Dry Cleaners site to date.

## **2. SOIL AND GROUNDWATER INVESTIGATION ACTIONS**

### **2.1 Purpose**

The purpose of the proposed soil and groundwater investigation actions are to: 1) establish whether CVOC contamination identified on an adjacent property originated from the Jill's Dry Cleaning site; 2) complete the delineation of 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. Based on an evaluation of available site data and to minimize out of pocket costs that may be incurred under the DERF program, Sigma has designed this proposal to meet the requirements under the site investigation and remedial actions "phase" of the DERF 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 DERF 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 DERF 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 DERF program, maximize the use of site environmental data generated to date, and to recoup financial costs incurred to the maximum amount under each program.

#### **Task 1: Preparation of NR 716 Site Investigation of Work Plan**

Prior to implementing any investigation activities at the site, a workplan detailing the activities to be completed at the site will be submitted to the WDNR. This proposal will meet the general requirement under NR 169.09(c)4.

#### **Task 2: Geoprobe® and Temporary Monitoring Well Investigation**

Upon receiving approval from the WDNR on the submitted workplan, Sigma will initiate a Geoprobe® and temporary monitoring well investigation to examine and characterize soil and groundwater conditions at the site and on adjacent properties to the north and northeast. The activities to be completed under this task will include:

- Negotiate off-site access with neighboring property owners. (Sigma assumes that legal council will negotiate off-site access).

- Identify and locate potential buried utilities on the subject property and adjacent properties. Public utilities will be marked by Diggers Hotline®.
- Advance eight Geoprobe® soil borings to identify subsurface soil impacts at the site. One soil boring will be advanced in the building adjacent to the dry cleaning equipment, five soil borings will be drilled at select locations on the property and two soil borings will be advanced off-site to the north and northeast on adjacent properties. The soil borings will be advanced to a maximum depth of 20 feet below bgs. Soil samples will be collected continuously in each boring and described on the basis of color, texture, grain size and plasticity. A description of the soil physical characteristics will be logged by a Sigma geologist and recorded on a Wisconsin Department of Natural Resources (WDNR) soil-boring log (Form 4400-122). The investigation will include the in-field photoionization detector (PID) headspace analysis of soil samples for the presence of total VOC vapor concentrations.
- Submit two representative soil samples per soil boring to an environmental laboratory for analysis of volatile organic compounds (VOCs; EPA Method 8260). Soil sample selection will be based on PID headspace analysis or where the interpreted groundwater interface is encountered.
- Install five temporary monitoring wells at select borehole locations upon soil boring completion; the remaining soil borings will be abandoned in accordance with NR 141 regulations upon completion. The temporary wells will be constructed on one-inch diameter PVC well screen and riser pipe material, which will be positioned to intersect the observed groundwater table interface.
- Collect groundwater samples from the temporary monitoring well network and submit for laboratory analysis of volatile organic compounds (VOCs; EPA Method 8260).
- Prior to sampling, depth to groundwater measurements will be recorded relative to the top of well casing. The temporary wells will be abandoned in accordance with NR 141 regulations after groundwater samples are collected.
- Following the completion of the assessment activities, a letter report will be prepared which will summarize the completed field activities and present an interpretation of the existing physical and chemical subsurface site conditions at the site. Documentation to be included in the report will be presented in various formats including: a site plan map illustrating borehole/temporary monitoring well locations; tables summarizing the field screening and soil quality results and groundwater quality results; and laboratory and chain-of-custody documentation and all other requisite materials, including WDNR forms. This information will be forwarded to the Client and Legal Counsel for a discussion of on site conditions.

### **Task 3: Groundwater Monitoring Well / Piezometer Investigation**

Following the completion of the Geoprobe® and temporary monitoring well investigation, the accumulated data will be evaluated and a determination will be made regarding whether additional investigation activities are warranted for proposed purposes. It is recommended that four soil borings will be drilled to a

depth of 20 feet and converted to two-inch diameter monitoring wells and that one boring will be drilled to a depth of 35 feet and converted to a piezometer. The objective of the groundwater investigation will be to:

- Determine the full horizontal and vertical extent and magnitude of soil contamination through chemical analysis.
- Develop a strategy to determine the full horizontal extent and magnitude of groundwater contamination through two groundwater sample collection events.
- Determine physical characteristics of the groundwater flow conditions (i.e. flow directions, gradient).

Each monitoring well will be constructed of two-inch inside diameter, Schedule 40 PVC casing, coupled to a ten foot section of 0.010-inch factory slotted PVC well screen. The casing and screen of each monitoring well will be field assembled from hermetically-sealed packages to ensure well integrity. The monitoring wells will be installed with the screened portion intersecting the water table to: 1) facilitate Sigma's efforts in determining groundwater quality relative to the petroleum hydrocarbon release(s); 2) whether the contaminant plume is stable (e.g., expanding or shrinking); and, 3) provide groundwater flow direction and horizontal gradient information.

The piezometer will be constructed of two-inch inside diameter, schedule 40 PVC casing, coupled to a five foot section of 0.010-inch factory slotted PVC well screen. The well screen will be installed with the screened portion 10 to 15 feet below the groundwater table.

The groundwater monitoring well and piezometer construction will be completed in accordance with Chapter NR 141 of the Wisconsin Administrative Code. Any deviation from the standard monitoring well construction requirements will be approved by the WDNR prior to groundwater monitoring well installations per Chapter NR 141.31 of the Wisconsin Administrative Code. Each of the groundwater monitoring wells will be developed by the removal of ten well volumes of water or until sediment-free water is obtained (whichever comes first).

Following the monitoring well installation, a professional site survey will be performed that will include determining the location of property boundaries, subsurface utilities, borehole/well/piezometer locations, and other significant site features. The piezometer and monitoring well network elevations will be determined to the nearest 0.010 foot.

Three well volumes of water will be purged from each well prior to sampling. Groundwater quality samples will be collected by gently lowering a dedicated Teflon bailer equipped with a bottom-emptying device into the well. One groundwater sample event will be collected from the well network and analyzed for Method 8260 VOCs [following suggested WDNR analytical protocol (PUBL-SW-130 93)] to establish the chemical baseline at the site. Quality Assurance/Quality Control (QA/QC) samples will also be collected during each monitoring event for VOC analysis.

During the monitoring event, depth to water measurements will be collected at each well to assist in Sigma's evaluation of groundwater flow direction and gradient. Groundwater collected from the well network will be analyzed for the following field parameters:

- pH
- temperature
- conductivity

A slug test will be performed on select monitoring wells to determine the hydraulic conductivity of saturated soil at the site. Testing on the wells will use the bail down/recovery method.

All soil auger spoils and groundwater will be placed in 55-gallon steel drums and temporarily staged on-site pending future disposal arrangements. Laboratory analytical information from the investigation may be utilized to apply for possible landfill disposal permitting.

#### **Task 4: Soil and Groundwater Data and Evaluation**

The objective of the data evaluation is to determine whether the nature and extent of subsurface impact have been identified as part of the investigation activities. These efforts will aid in the development of costs associated with developing a strategy to address the environmental conditions pertaining to soil and groundwater contamination, thereby concentrating site-specific project efforts toward a more flexible case closure resolution with the WDNR. As part of the evaluation process, physical, chemical and biological site conditions will be compared to various standards to provide options on potential remedial and site closure strategies.

Sigma will contact the Client and Legal Counsel to schedule a meeting to discuss the investigative results and possible site closure options that can be implemented. In the event that the results of the investigation do not fully define the extent of petroleum hydrocarbon impacts at the site, the Client will be notified with alternatives and costs to expand the subsurface investigation.

For each soil boring completed and/or abandoned, Sigma will complete the WDNR forms 4400-122 and 3300-5B. In addition, the WDNR's Monitoring Well Construction Form (4400-113A), Monitoring Well Development Form (4400-13B), Groundwater Monitoring Well Information Form (4400-89) and Facility Monitoring I.D. Form (4400-39) will be utilized to document the construction and sampling of the proposed soil borings and wells. This technical information will be prepared using accepted hydrogeologic and engineering methods and will be in conformance with the provisions of Chapter NR 712 governing the personnel qualification requirements for conductance of environmental response actions. This among other technical information will be used in preparation of an investigation report, and (if necessary) in the development of a remedial strategy.

### **Task 5: Site Investigation Report**

Upon completion of all investigative activities and determining the nature and extent of soil and groundwater impacts, an investigation report will be prepared and submitted to the WDNR consistent with the minimum requirements of Chapters NR 716.15 and NR 716.17 and NR 169. The investigation report will summarize the completed field activities and present an interpretation of the existing physical, chemical, and biological subsurface site conditions. The information and data presented in the report will be used to determine if any additional activities are necessary to characterize the nature and extent of soil and/or groundwater impacts or provide recommendations for remediation strategies or site closure. If any additional fieldwork activities are warranted, a work plan addendum will be prepared that will explain the procedures for conducting these activities.

Documentation to be included in the report will be presented in various formats including:

- Site plan map depicting property boundaries, major utility corridors, facility structures, adjacent structures, significant man-made features.
- Topographic map of the area.
- Soil boring and monitoring well location maps.
- Geologic cross-sections, which will present lithologies, water levels, and contaminant concentrations.
- Soil contaminant concentration map.
- Groundwater contaminant concentration map.
- Table of field screening, soil quality, and groundwater quality results.
- All raw data generated during the investigation, including laboratory results and WDNR forms.

### **Task 6: Project Management**

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

### **2.3. Site Safety and Quality Assurance / Quality Control Plan**

All fieldwork conducted in association with this project will be performed in such a way as not to expose the on-site personnel and the local population to any extreme risks. Prior to initiation the soil boring and sample collection activities, a Site Specific Health and Safety Plan will be developed by Sigma and reviewed with all on-site personnel.

For the results of any environmental investigation to be both valid and useful, appropriate quality assurance and quality control (QA/QC) measures must be in place. Sigma's proposed scope of services has been designed and will be implemented with all appropriate QA/QC measures in place to ensure that the results of the investigation meet the needs of the Client.

In general terms, Sigma's QA/QC program specifies that only WDNR/EPA/ASTM approved methodologies and procedures are used for all field and laboratory activities. Furthermore, only specially trained and qualified personnel will be assigned to each of the specified tasks.

Other QA measures include the use of specific equipment decontamination procedures before beginning the on-site drilling activities. All drilling equipment including drilling rigs, augers, rods, split-spoon samplers and drill bits will be thoroughly steam cleaned prior to mobilizing to the site. All down-hole equipment will be steam cleaned between each borehole. Specific attention will be paid to the split-spoon sampling equipment. Between each boring, the split-spoon will be decontaminated by steam cleaning, rinsing with hexane then triple rinsing with analytical-grade deionized water. Between each sampling event, the split-spoon will be washed in a hot water and Alconox™ soap solution and rinsed with clean tap water.

During advancement of the augers and installation of the monitoring wells, precautions will be taken not to introduce any foreign materials or contaminants in the borehole or well. Only new PVC material will be used for well construction; no solvent or epoxy-based adhesives will be used for well construction. All sample handlers and well installation personnel will wear disposable latex gloves.

Bailers used for well development and sampling will be decontaminated by a double wash in a hot water and Alconox™ soap solution, triple tap water rinse, hexane rinse, triple deionized water rinse and then wrapped in heavy-duty aluminum foil.

All samples collected for laboratory analysis will be placed in appropriate new sample jars, properly preserved, sealed, labeled, and placed in a cooler with ice for delivery to the laboratory. Sampling personnel will initiate a chain-of-custody document for all the samples and will follow appropriate chain-of-custody protocol. All laboratory analysis will be completed by a WDNR certified laboratory. Specific laboratory procedures and methodologies have been selected based on both the general acceptance by the WDNR and the EPA, and on the ability of the methods to meet the appropriate regulatory standards and the lowest level of detection.

In addition to the aforementioned quality assurance measures, Sigma will also implement several quality control procedures including the preparation of one trip blank, one field blank, and one duplicate for each groundwater sampling event. All trip blanks, field blanks and duplicate samples will be containerized, preserved and handled in the same manner as the groundwater samples submitted to the laboratory for analysis.

### **3.0 STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

#### **3.1 Firm Profile**

Sigma Environmental Services, Inc., (Sigma) is a Wisconsin-based, inter-disciplinary team of scientists, engineers, and technicians providing environmental consulting and engineering to a wide variety of industrial, municipal, and commercial sector client's. 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:

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

In performing site investigation, remediation and other services for our client's, 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 proactive client advocacy.

Sigma is currently engaged and has successfully completed hundreds of investigation corrective action (closure) projects for clients relative to hydrocarbon, chlorinated volatile 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 over 60 individuals includes registered professional engineers, hydrogeologists, certified hazardous materials managers and additional scientists, technicians and compliance specialists who have experience in providing environmental consulting assistance to our clientele.

#### **3.2 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 economically efficient.

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 Chapters NR 140, the NR 700 series and NR 169,
- 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 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. Project Team Resumes are included as *Appendix A*.

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

##### **4.1 Insurance**

Sigma currently maintains \$1 million in professional/environmental liability insurance in addition to a \$5 million dollar umbrella coverage for all project work (see a copy of Sigma's insurance certificate included as *Appendix B*. 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.) will also be required to maintain \$1 million in professional environmental liability insurance for all project work. 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 PECFA reimbursement by the PECFA staff due to commodity service providers failure to maintain the required insurance coverage;

- and, honor unit costs for one calendar year starting on the first day work is performed.

**4.2 Project Budget and Invoicing**

A project budget based upon the aforementioned Scope of Services has been prepared and is included as *Appendix C*. 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, will be reviewed by Sigma for accuracy before payment is recommended.

**4.3 Contract and Time Schedule**

A Sigma Environmental Services, Inc. Agreement and Work Authorization Form is included in *Appendix D*. As Sigma's authorization to proceed with the Scope of Work presented in this proposal, please execute and return the Agreement/Form.

The subsurface investigation will be implemented utilizing the following time schedule:

|  |                |
|--|----------------|
| Task 1: Preparation of NR 716 Site Investigation of Work Plan and Approval by the WDNR ..... | 9 weeks        |
| Task 2: Geoprobe® and Temporary Monitoring Well Investigation.....                           | 4 weeks        |
| Task 3: Monitoring Well / Piezometer.....  | 6 weeks        |
| Task 4: Soil and Groundwater Data Evaluation .....   | 1 week         |
| Task 5: Site Investigation Report.....   | <u>3 weeks</u> |
| Estimated Total  | 23 weeks       |

**Education/Training**

- ◆ Bachelor of Science in Economics, University of Wisconsin-Madison, 1980
- ◆ Bachelor of Science in Geology, University of Wisconsin-Madison, 1986
- ◆ OSHA 40-Hour Health & Safety Training, March 1987

**Registrations/Certifications**

Professional Geologist, Wisconsin  
No. G-844

**Professional Affiliations**

National Groundwater Association

**PROFILE**

Mr. Boness is a Senior Project Manager, responsible for the efficient and effective operation of the Sigma Geosciences Group. In this role he has overall responsibility for identifying project and client objectives and planning investigation and remediation strategies for soil and groundwater contaminated sites. He has greater than 18 years experience in the geological and management disciplines and has provided technical consulting services for a wide variety of municipal clients and private sector industrial and non-industrial clients.

**REPRESENTATIVE EXPERIENCE**

***Investigation and Remediation***

Project Manager for a large hydrocarbon terminal project where 950,000 gallons of product was released from an aboveground storage tank system. Work activities included the development of a remedial investigation work plan, completion of a phased soil and groundwater investigation, and development of a comprehensive remedial action plan. Negotiated with the regulatory agency to control/remediate the on-site hydrocarbon source area, and addressed affected soil material using in-situ bioremediation.

Project Coordinator for a superfund landfill project in central Indiana. Soil and groundwater issues included hydrocarbon and chlorinated solvent constituents. Responsibilities included the coordination and implementation of two phases of field work, data validation and analysis, and preparation of the interim and final remedial investigation reports.

Project Coordinator of extensive pesticide investigation in northwestern Wisconsin. Non-point and site-specific soil and groundwater issues resulted in contamination of numerous shallow domestic water supply wells. Remedial technologies employed included source removal and design of a large municipal well system to supplement and/or replace the individual water supplies.

Project Manager performing environmental assessment activities at a large paper mill company in northern Wisconsin. The constituents of concern included nitrate and sulfate. Investigation techniques included the use of surface and down-hole geophysical techniques. Negotiated limited action alternatives with regulatory agency.

Project Manager for a soil and groundwater investigation involving a chlorinated solvent release in southeastern Wisconsin. A groundwater recovery and operation and maintenance program was implemented. The site is presently approaching closure status using natural attenuation as a final remedial strategy.

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**Randy E. Boness, P.G.**  
*Senior Project Manager*

Client Manager of 34 hydrocarbon contamination investigation and remediation projects for a large national oil company. The project goals generally involved development of a scope-of-work that focused on obtaining site closure in an efficient and cost-effective manner. Worked with the State of Wisconsin Reimbursement Program to maximize coverage of applicable site. The remedial technologies employed included groundwater/product recovery utilizing recovery wells and trenches, vacuum-enhanced groundwater recovery, in-situ soil vapor extraction with thermal and catalytic off-gas treatment, and in-situ bioremediation.

Coordinated and designed the investigation and remediation strategy of a former 360,000 square foot tannery facility planned for development.

Provided litigation support for a City of Milwaukee due diligence investigation of a former railyard in the Menomonee Valley.

Coordinated the completion of the Menomonee Valley EPA Brownfield Pilot Project Grant Program. The scope of work included developing a conceptual model of shallow and deep groundwater evaluating regional groundwater quality.

**Education/Training**

- ◆ Bachelor of Science, Geology, University of Wisconsin-Milwaukee, 1989

**Registrations/Certifications**

- ◆ Professional Geologist, Wisconsin No. G-858.
- ◆ Certified Hazardous Materials Manager, CHMM No. 9050
- ◆ NR 712.03 Hydrogeologist

**Professional Affiliations**

Association of Certified Hazardous Materials Managers  
Federation of Environmental Technologists  
Wisconsin Ground Water Association

**PROFILE**

Mr. Creighton is a hydrogeologist with over 13 years of experience in planning, coordinating, and managing hydrogeologic investigations. His experience includes site characterization and remediation activities and landfills, foundries, industrial/manufacturing sites, and activities at above and underground storage tank facilities. He has implemented efficient site characterizations at solvent, paint, heavy metal, hydrocarbon, spent sulfite liquor, and PCB-affected sites. He has cost-effectively scoped projects for the purpose of collecting data necessary to complete RI/FS and risk assessments at sites through the Midwest.

**REPRESENTATIVE EXPERIENCE**

***Investigation and Remediation***

Project Manager for 80-acre automobile manufacturing facility where site investigation, pilot tests, remedial system installation, permitting, start up, and operation & maintenance of soil and groundwater remediation systems was completed. Project accomplishments included obtaining hydraulic control at a four-by-seven city block site, reducing detected VOC concentrations in soil and groundwater, reducing free product in multiple areas to accelerate site closure, and obtaining site closure for several former satellite properties located within two miles of the Main Plant property.

Managed and supervised the handling of contaminated soil and groundwater during construction and dewatering activities at a previous automobile plant expansion. Over 150,000 cubic yards of soil were excavated, characterized, and transported off-site for treatment at a bioremediation facility. Water was settled, characterized, and distributed to appropriate on-site treatment systems.

Scoped sediment investigation at solvent release site being conducted under Wisconsin NR 600 RCRA program. Assisted in evaluation of clean-up objectives and remedial options to recover and/or contain the release in hot-spot source areas and in the stream.

Completed Phase I and Phase II environmental site assessments consistent with ASTM requirements at various industrial facilities in southeastern Wisconsin.

Project manager and/or task manager for various CERCLA landfill, industrial, and commercial investigation and remediation projects.

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## **Ross M. Creighton, P.G., CHMM**

### ***Hydrogeologist***

Responsibilities included preparing proposals, work plans, health and safety plans, data management plans, and quality assurance project plans consistent with USEPA guidance. Completed chemical data validation, reduction, evaluation, and report writing. Performed various field activities including multi-media sampling, drum removals, well installation, and pilot tests.

#### ***Field Services***

Directed several employees in O&M of groundwater recovery and treatment systems at RCRA and NR 700 sites. Equipment included pneumatic and electric pumps, oil water separators, settling tanks, air strippers, bag filters, chemical injection pumps, and carbon vessels. Chemicals of concern included chlorinated hydrocarbons and dense non-aqueous phase liquid. Responsible for health and safety aspects of each project.

Supervised installation of soil and groundwater remediation systems (recovery wells, oil/water separators, air strippers, soil vapor extraction systems and associated trenching, piping, buildings and electrical).

Team leader and field supervisor for a drum removal action at a CERCLA site in Michigan. Prepared work plan, SAP, QAPP, and HASP, coordinated subcontractor for Level B drum content sampling, fingerprint, classification, and disposal of 500 overpacked drums.

Field team leader for multiple phase CERCLA RIs at a former landfill in Indiana and Wisconsin. Characterized hydrogeology at both sites, completed geophysical investigations, and sampled various media consistent with NCP requirements.

#### ***Real Estate/Development Services***

Managed Phase II investigations at proposed inner city and/or brownfields redevelopment sites. Prepared scopes of work and budgets, evaluated soil and groundwater chemical data, coordinated asbestos assessments and access with owners and tenants, developed strategies and evaluated options to minimize remediation costs to facilitate development. Information enabled client to decide whether to proceed with property acquisition, provided tools to evaluate potential environmental costs and negotiate price accordingly or opt out of deal.

On-site engineering representative for all site work at 500,000 sf. automobile engine plant expansion. Helped develop site preparation scope of work and specifications. Oversaw demolition of existing features; site preparation; underground utility abandonment and installation (including 1000s of feet of sewers, fire and water mains, electrical duct bank, steam and gas lines); bridge layer, caisson, spread footing, pier, and pavement construction; wastewater treatment facility modification; and landscaping. Responsible for verifying that construction was completed in accordance with specifications. Reviewed/approved/resolved contractor submittals. Oversaw construction and resolved daily issues by enhancing communication between the architect, engineers, owner, plant, general contractor, subcontractors, inspectors, utility companies, neighbors and the City. Coordinated various construction activities so they would not interfere with ongoing plant operations. Assisted negotiating neighborhood home acquisition and street vacation with City, preparing demolition specification; and coordinating demolition.

Project Manager for former auto salvage yard purchased by local municipality and financed through a brownfields tax incremental financing (TIF) district program. Petroleum VOC, PAH, and lead affected soil was excavated from the site. Apparent elevated levels of arsenic remain on site and will likely be addressed by a deed notice. Site closure is dependent upon presentation and implementation of final site layout plans for development.

**Areas of Expertise**

- ◆ Remedial Investigations & Feasibility Studies
- ◆ Subsurface Flow and Contaminant Transport Modeling
- ◆ Remediation of Petroleum, Chlorinated Solvent & Metal Impacted Sites
- ◆ Brownfield Redevelopment
- ◆ Voluntary Party Liability Program
- ◆ Evaluation of Subsurface Vapor
- ◆ Methane Abatement System Design
- ◆ Enhanced Bioremediation and In Situ Treatment Technologies

**Education/Training**

- ◆ Bachelor of Science in Civil Engineering, Bangladesh University of Engineering and Technology, Dhaka, Bangladesh, 1981
- ◆ Master of Science in Civil Engineering, Clemson University, Clemson, South Carolina, 1985
- ◆ OSHA 40-Hour Health & Safety Training, March 1987
- ◆ OSHA 8-Hour Contaminated Site Refresher, January 2004

**Registrations/Certifications**

- ◆ Professional Engineer, Wisconsin No. 25891
- ◆ Professional Engineer, Illinois No. 062-054854
- ◆ Professional Engineer, Michigan No. 48246

**Professional Affiliations**

American Society of Civil Engineers

**PROFILE**

Mr. Islam is a Senior Engineer with over 20 years of experience in remedial investigation and feasibility studies, evaluation and design of remedial action measures, and construction management services during remedial action activities. His expertise includes waste treatment, contaminant migration and flow system modeling (MODFLOW, MOC, BIOCHLOR, BIOSCREEN, & AT123D), designing pumping systems and prediction of contaminant movement, determination of hydraulic parameters by field, laboratory and analytical methods, data acquisition systems, telemetry, and CADD and computer simulations.

**REPRESENTATIVE EXPERIENCE**

***Chlorinated Solvent Remediation, Former Manufacturing Facility***

Serving as Project Manager/Project Engineer for an on-going soil and groundwater remediation project in southeastern Wisconsin involving solvent containing hazardous material. Remediation strategy includes in situ/in-place source treatment followed by natural attenuation monitoring.

***Chlorinated Solvent Remediation, Container Manufacturing Facility***

Serving as Project Manager/Project Engineer for an on-going soil and groundwater remediation project in Milwaukee. Treatment technologies include enhanced bioremediation, air-sparge/soil vapor extraction, and natural attenuation.

***Subsurface Investigations and Remediation at a former Landfill Site***

Serving as a Project Manager/Project Engineer for an on-going soil and groundwater investigation and remediation of a former landfill project. Multiple phases of remedial investigations identified chlorinated solvent contamination downgradient off-site locations including a public school and a residential subdivision. Additional subsurface investigation activities at the site are being implemented to better define site hydrogeologic and groundwater flow characteristics, to better define the extent and magnitude of groundwater VOC impacts on the properties, and to obtain preliminary data to perform an initial screening of remedial technologies to address source area contamination at the site.

***Solvent Remediation, Active Printing Facility***

Serving as Project Manager/Project Engineer for an on-going soil and groundwater remediation projects in upper Michigan involving release of solvent containing hazardous material. Remediation strategy includes in situ/in-place source treatment using Soil Vapor Extraction followed by enhanced bioremediation using down-well oxygen infusion technology, and natural attenuation monitoring.

***Brownfield Redevelopment, Former Railroad Shops, Menomonee River Valley, City of Milwaukee***

Served as remediation engineer for a 150-acres brownfield site development. Work tasks performed included predesign investigation, cost evaluation of feasible alternatives for remediation of soil and groundwater contamination with VOCs, Metals and Asbestos, and help develop remedial action plan incorporating site development requirements.

***Chlorinated Solvent Remediation, Manufacturing Facility***

Serving as a Project Engineer for a large scale chlorinated solvent investigation and remediation project that includes source area/groundwater plume delineation, treatability studies, remedial system design, flow and contaminant transport modeling, in situ treatment of source area using chemical oxidation methods, design and installation of a low permeability cut-off wall. On going project activities include natural attenuation monitoring, cleanup validation and site closure.

***Chlorinated Solvent Remediation, Former Manufacturing Facility***

Acted as Project Manager for a soil and groundwater investigation and remediation project for chlorinated solvent contamination. Tasks included remedial investigation and feasibility studies, evaluation of the effectiveness of various remedial technologies, design and installation of a vacuum-enhanced groundwater extraction and soil vapor extraction system, and provided litigation support and expert testimony for cost recovery in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Program.

***State of Michigan Act 307 Site, Upper Michigan***

Acted as Project Engineer for the remediation of paint sludge waste disposed of along the shores of Lake Michigan. Developed a preliminary remedial alternative screening document and an identification of design parameters predesign investigation and remedial action plan in compliance with an Administrative Order. Prepared design plans, construction specifications, bid documents, and oversaw contractor procurement for installation of a temporary containment structure consisting of a rip-rap berm and synthetic liner.

***Chlorinated Solvent Remediation, Former Manufacturing Facility***

Acted as Project Engineer for a former pump manufacturing facility in southeastern Wisconsin. Project tasks involved completion of remedial investigation and development of remedial strategies to address chlorinated solvent contamination in shallow soil and groundwater in a relatively low permeability soils. Through detailed demonstration of natural attenuation of the identified constituents in the subsurface conditions, a WDNR approval was obtained for implementing natural attenuation as a remedial measure for the remaining impacts. The property transaction was achieved and the new owner took over the project as the site closure strategy was accepted by the WDNR.

***Superfund Site Remediation, Central Michigan***

Served as Project Manager for the Forest Waste Disposal Superfund Site. Work tasks consisted of work plan negotiation and preparation for drum removal action, contractor procurement, drum waste characterization, identification of treatment and disposal options and implementation of the removal action in compliance with an Administrative Order. As construction manager, coordinated multimillion dollar remediation activities, and provided construction oversight services during implementation of lagoon remediation involving removal, on-site treatment, transportation, and disposal of lagoon sludge in compliance with the Administrative Order.

***PCB Remediation, Former Manufacturing Facility***

Designed and coordinated implementation of remedial actions for PCB contamination in soil and building structures. Work tasks consisted of remedial action negotiation and planning, contractor procurement, removal and disposal of waste to a Toxic Substance Control Act (TSCA) permitted facility, and reporting to regulatory agencies.

***PCP and Dioxins Investigation, Former Wood Treating Facility***

Served as project engineer for a former wood treating facility in central Wisconsin. Work tasks performed included predesign investigation and evaluation of feasible alternatives for remediation of soil and groundwater contamination with PCP and dioxins.

***Flow and Transport Modeling, Superfund Landfill Site***

Studied the feasibility of aquifer restoration by groundwater extraction and clay cap installation utilizing computer simulation (USGS MOC and USEPA HELP model) for a superfund site in Michigan.

**Education/Training**

- ◆ Bachelor of Science in Geological Science, University of Wisconsin-Milwaukee, 1985
- ◆ OSHA 40-Hour Health & Safety Training, December 1988
- ◆ OSHA 8-Hour Contaminated Site Refresher, June 2004

**Registrations/Certifications**

- ◆ Professional Geologist, Wisconsin No. 973
- ◆ CHMM, Wisconsin No. 10255
- ◆ Site Assessor, Wisconsin No. 41669
- ◆ PECFA Consultant Registration, Wisconsin No. 41669
- ◆ Asbestos Inspector, Wisconsin No. All-107349

**Professional Affiliations**

- ◆ Greater Wisconsin Chapter – Academy of Certified Hazardous Materials Managers
- ◆ Federation of Environmental Technologists
- ◆ Southeast Wisconsin Petroleum Club (Director)

**PROFILE**

Mr. Wimmer is a Senior Scientist responsible for individual client and project operations. In this role he has overall responsibility for the development of new client activities and provides technical and management oversight for numerous existing clients and projects. He has over 17 years of experience in geology and project management disciplines and has provided consulting services for a wide variety of industrial, commercial, and municipal clients.

**REPRESENTATIVE EXPERIENCE*****Investigation and Remediation***

Account Manager/Project Coordinator for all project activities for Waukesha County Department of Parks and Land Use. Responsible for preparing work plans, budgets and schedules on over 20 projects. Also responsible for directing staff on field activities, documentation, and management duties.

Account Manager for several major Wisconsin petroleum marketers involving over 200 projects. This work primarily focused on petroleum hydrocarbon investigation and remediation and securing reimbursement for eligible costs under the Wisconsin Petroleum Environmental Clean Up Fund Act (PECFA) program.

Project Manager for activities associated with remedial investigation projects under Wis. Admin. Code NR 700 series and the PECFA reimbursement program.

Project Manager for soil gas and soil management assessment of multi-million dollar development project in Madison, Wisconsin. Responsibilities included assembly of project team, well installation, scheduling of soil gas monitoring field activities, providing recommendations for soil gas abatement/management and the coordination of the removal of over 3,000 tons of impacted fill material.

Project Manager for Super Fund site using active groundwater pump and treat system in northern Illinois. Responsibilities included client liaison and team leader for preparation of work scope and quarterly budgets, system compliance monitoring, quarterly groundwater monitoring of over 40 monitoring wells and QA/QC submittal of data evaluation in quarterly monitoring reports to client and the Illinois Environmental Protection Agency.

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**Timothy E. Wimmer, P.G., CHMM**  
**Senior Scientist**

***Field Services***

Project Manager for activities associated with petroleum hydrocarbon and chlorinated site investigation at industrial and commercial sites. Responsibilities included preparation of health and safety plan, development of workplan schedule, and budget.

Project Manager for activities associated with the packaging and transportation of hazardous wastes at various industrial facilities. This work included evaluating site conditions for the selection of proper personal protection equipment. Waste materials managed on site included explosives, poison A gases, corrosives, flammable liquids and gases, and water reactives.

First responder for the City of Oak Creek for an abandoned container left in a field. Responsibilities included characterization of the waste stream, removal and disposal of the contaminated soil, and negotiating closure.

***Industrial***

Project Manager for the sampling and analysis of waste materials at a former metal plating facility. Duties included developing and implementing a sampling and documentation program to characterize various waste streams in the facility, including plating wastes, subsurface soil, and the facility structure.

Evaluation of various waste streams for manufacturing facilities to determine hazardous characteristics of materials and providing disposal options and cost scenarios.

***Real Estate***

Project Manager for Phase I and II Environmental Site Assessments for property acquisition and site development/redevelopment projects.

**APPENDIX B**

**Certificate of Insurance**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
08/02/2004

**PRODUCER**  
877-945-7378  
  
Willis North America, Inc. - Regional Cert Center  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 372305191

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Sigma Environmental Services, Inc.  
1300 West Canal Street  
Milwaukee, WI 53233

INSURER A: American International Specialty Lines In 26883-001  
INSURER B: Illinois National Insurance Company 23817-001  
INSURER C: Transportation Insurance Company 20494-001  
INSURER D:  
INSURER E:

**COVERAGES**

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

| INSR LTR   | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |
|--|--|---------------|----------------------------------|-----------------------------------|--|
| A  | GENERAL LIABILITY  | PROP1950864   | 8/1/2004                         | 8/1/2005                          | EACH OCCURRENCE \$ 1,000,000   |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |               |                                  |                                   | FIRE DAMAGE (Any one fire) \$ 100,000  |
|  | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |               |                                  |                                   | MED EXP (Any one person) \$ 25,000   |
|  | <input checked="" type="checkbox"/> Prof Liab claims made                      |               |                                  |                                   | PERSONAL & ADV INJURY \$ 1,000,000   |
|  | <input checked="" type="checkbox"/> Poll Liab claims made                      |               |                                  |                                   | GENERAL AGGREGATE \$ 1,000,000   |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:   |               |                                  |                                   | PRODUCTS - COMP/OP AGG \$ 1,000,000  |
| <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |               |                                  |                                   |  |
| B  | AUTOMOBILE LIABILITY   | CA5054315     | 8/1/2004                         | 8/1/2005                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|  | <input checked="" type="checkbox"/> ANY AUTO                                   |               |                                  |                                   | BODILY INJURY (Per person) \$  |
|  | <input type="checkbox"/> ALL OWNED AUTOS                                       |               |                                  |                                   | BODILY INJURY (Per accident) \$  |
|  | <input type="checkbox"/> SCHEDULED AUTOS                                       |               |                                  |                                   | PROPERTY DAMAGE (Per accident) \$  |
| <input type="checkbox"/> HIRED AUTOS   |  |               |                                  |                                   |  |
| <input type="checkbox"/> NON-OWNED AUTOS   |  |               |                                  |                                   |  |
|  | GARAGE LIABILITY   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$   |
|  | <input type="checkbox"/> ANY AUTO  |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC \$  |
|  |  |               |                                  |                                   | AUTO ONLY: AGG \$  |
| A  | EXCESS LIABILITY   | PROU1950865   | 8/1/2004                         | 8/1/2005                          | EACH OCCURRENCE \$ 5,000,000   |
|  | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE |               |                                  |                                   | AGGREGATE \$ 5,000,000   |
|  | <input type="checkbox"/> DEDUCTIBLE  |               |                                  |                                   | \$   |
|  | <input checked="" type="checkbox"/> RETENTION \$ 10,000                        |               |                                  |                                   | \$   |
| C  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | WC2064530950  | 8/1/2004                         | 8/1/2005                          | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|  |  |               |                                  |                                   | E.L. EACH ACCIDENT \$ 1,000,000  |
|  |  |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|  |  |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
|  | OTHER  |               |                                  |                                   |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Policy #PROP1950864, Retroactive Date: 08/01/87 refers to Professional and Pollution Liability  
Umbrella does set above Professional Liability Coverage.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Cartton H Beusse*

**APPENDIX C**

**DERF Site Investigation Bid Sheets**

**Drilling Cost Sheet  
Analytical Cost Sheet  
Consultant Cost Sheet  
Miscellaneous Cost Sheet**

DERF Site Investigation Bid Sheet

Consultant Bid Summary

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

**Site Information**

Site Name  
Jill's Dry Cleaners

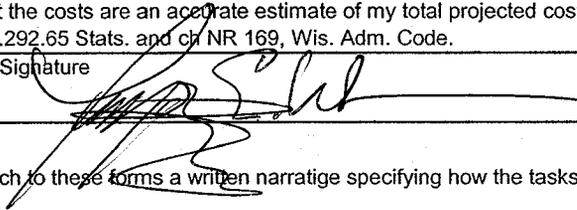
Consultant Name  
Sigma Environmental Services, Inc.

Applicant Name  
Jill Fitzgerald

**Bid Summary**

|                                 |                    |
|---------------------------------|--------------------|
| <b>Drilling Costs Total =</b>   | <b>\$5,625.00</b>  |
| <b>Analytical Costs Total =</b> | <b>\$1,300.00</b>  |
| <b>Consulting Costs Total =</b> | <b>\$10,300.00</b> |
| <b>Misc Costs Total =</b>       | <b>\$1,470.00</b>  |
| <b>Grand Total =</b>            | <b>\$18,695.00</b> |

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

Consultant Signature  Date 5/13/05

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

| <b>Drilling Costs</b>  |                   |                            |                |                           |                        |                   |
|--|-------------------|----------------------------|----------------|---------------------------|------------------------|-------------------|
| Task   | Interval          | Number of Borings or Wells | Number of Days | Total Number Feet Drilled | Cost/feet, Day or Well | Total Cost        |
| <b>Well Installation and Completion</b>                      |                   |                            |                |                           |                        |                   |
|  | 0 ft to 20 ft     | 4                          | 0.5            | 80                        | \$11.00                | \$880.00          |
|  | 0 ft to 35 ft     | 1                          | 0.5            | 35                        | \$11.00                | \$385.00          |
|  | ___ ft to ___ ft  |                            |                |                           |                        |                   |
|  | > ___ ft          |                            |                |                           |                        |                   |
| Decontamination Costs  |                   |                            |                |                           |                        | \$150.00          |
| Mobilization Costs   |                   |                            |                |                           |                        | \$250.00          |
| <b>Auger Borings (continuous sampling)</b>                   |                   |                            |                |                           |                        |                   |
|  | 0 ft to 20 ft     | 4                          | <0.5           | 80                        | \$11.00                | \$880.00          |
|  | 0 ft to 35 ft     | 1                          | <0.5           | 35                        | \$11.00                | \$385.00          |
|  | ___ ft to ___ ft  |                            |                |                           |                        |                   |
|  | > ___ ft          |                            |                |                           |                        |                   |
| Decontamination Costs  |                   |                            |                |                           |                        |                   |
| Mobilization Costs   |                   |                            |                |                           |                        |                   |
| <b>Auger Borings (specify split spoon sampling interval)</b> |                   |                            |                |                           |                        |                   |
|  | ___ ft to ___ ft  |                            |                |                           |                        |                   |
|  | ___ ft to ___ ft  |                            |                |                           |                        |                   |
|  | ___ ft to ___ ft  |                            |                |                           |                        |                   |
|  | > ___ ft          |                            |                |                           |                        |                   |
| Decontamination Costs  |                   |                            |                |                           |                        |                   |
| Mobilization Costs   |                   |                            |                |                           |                        |                   |
| <b>Direct Push Borings (per point)</b>                       |                   |                            |                |                           |                        |                   |
| Geoprobe   | < ___ ft depth    | 8                          | 1              | 160                       | \$6.50                 | \$1,040.00        |
| Temporary Well   | _ ft - _ ft depth | 5                          |                | 100                       | \$4.50                 | \$450.00          |
| Abandonment  | > ___ ft depth    | 8                          |                | 160                       | \$0.50                 | \$80.00           |
| Decontamination Costs  |                   |                            |                |                           |                        | \$50.00           |
| Mobilization Costs   |                   |                            |                |                           |                        | \$125.00          |
| <b>Well Development (if done by subcontractor)</b>           |                   |                            |                |                           |                        |                   |
|  | Monitoring Wells  |                            |                |                           |                        |                   |
|  | Piezometers       |                            |                |                           |                        |                   |
|  | Recovery Wells    |                            |                |                           |                        |                   |
| <b>Other</b>   |                   |                            |                |                           |                        |                   |
| Drums  | 7 @ \$25 each     |                            |                |                           |                        | \$175.00          |
| Flush Mount Covers   | 1 @ \$75 each     |                            |                |                           |                        | \$75.00           |
| Protector Pipes  | 4 @ 75 each       |                            |                |                           |                        | \$300.00          |
| Interior boring equipment                                    | \$366/lump sum    |                            |                |                           |                        | \$400.00          |
| <b>Total Drilling Costs</b>                                  |                   |                            |                |                           |                        | <b>\$5,625.00</b> |

Consultant Name: Sigma Environmental Services, Inc.  
 Site Name: Jill's Dry Cleaners  
 BRRTS #: 02-68-543070  
 Date: May 2005

**DERF Site Investigation Bid Sheet**

**Analytical Costs**

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

| Parameter  | WI Certified Lab |           |             | Field Test/Field Kit |           |             | Mobile Lab       |                  |             | Total Costs       |
|--|------------------|-----------|-------------|----------------------|-----------|-------------|------------------|------------------|-------------|-------------------|
|  | \$/sample        | # samples | Method Used | \$/sample            | # samples | Method Used | \$/Sample \$/Day | # Samples # Days | Method Used |                   |
| <b>Solids Analysis</b>   |                  |           |             |                      |           |             |                  |                  |             |                   |
| VOCs   | 50               | 16        | EPA 8260B   |                      |           |             |                  |                  |             | \$800.00          |
| TCLP   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| RCRA Metals  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Duplicate Analyses   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Blank Analyses   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Other: (Specify)   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| <b>Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)</b> |                  |           |             |                      |           |             |                  |                  |             |                   |
| VOCs   | 50               | 10        |             |                      |           |             |                  |                  |             | \$500.00          |
| Nitrate*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Dissolved Oxygen*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Temperature*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Ferrous Iron*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Sulfate*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Sulfide*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| ORP*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| pH*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| TOC*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Alkalinity*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Chloride*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Spec. Conductance*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Ethene/Ethane/Methane*   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Hydrogen*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Carbon Dioxide*  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| RCRA Metals  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Duplicate Analyses   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Blank Analyses   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Other: (Specify)   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| <b>Air Analysis</b>  |                  |           |             |                      |           |             |                  |                  |             |                   |
| VOCs   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| TCE  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| PCE (minimum detection limit is <10 ppbv)  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| Other: (Specify)   |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| <b>Waste Analyses (soil/water)</b>   |                  |           |             |                      |           |             |                  |                  |             |                   |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| <b>Miscellaneous (specify)</b>   |                  |           |             |                      |           |             |                  |                  |             |                   |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
|  |                  |           |             |                      |           |             |                  |                  |             | \$0.00            |
| <b>Charge for Mobile Lab (indicate # days and daily fee)</b>   |                  |           |             |                      |           |             |                  |                  |             |                   |
| <b>Total Analytical Costs</b>  |                  |           |             |                      |           |             |                  |                  |             | <b>\$1,300.00</b> |

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



Consultant Name: Sigma  
 Site Name: Jill's Dry Cleaners  
 BRRTS #: 02-68-543070  
 Date: May 2005

**DERF Site Investigation Bid Summary Sheet**

**Miscellaneous Costs**

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

| Major Activity  | Specifications | Commodity Unit (specify) | Unit Rate | Number of Units | Total Cost        |
|---|----------------|--------------------------|-----------|-----------------|-------------------|
| <b>IDW Disposal</b>   |                |                          |           |                 |                   |
| Soil  | Non-Hazardous  | drum                     | \$50.00   | 6               | \$300.00          |
| Transportation  |                |                          | lump sum  |                 | \$150.00          |
| Groundwater   | Non-Hazardous  | drum                     | \$120.00  | 4               | \$480.00          |
| <b>Equipment Rental (list and include shipping costs if applicable)</b> |                |                          |           |                 |                   |
| Data Logger   | At cost        |                          | lump sum  | 1               | \$175.00          |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Field Supplies (list)</b>  |                |                          |           |                 |                   |
| Bailer kits   | Teflon         | each                     | \$17.00   | 10              | \$170.00          |
| Water level   | Electronic     | day                      | \$15.00   | 2               | \$30.00           |
| pH/conductivity/temp meter  | Electronic     | day                      | \$25.00   | 1               | \$25.00           |
| PID   |                | day                      | \$70.00   | 2               | \$140.00          |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Surveying</b>  |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Personal Protection Equipment (list)</b>                             |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Sample Shipping Costs</b>  |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Other (specify)</b>  |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
|   |                |                          |           |                 |                   |
| <b>Total Miscellaneous Costs</b>  |                |                          |           |                 | <b>\$1,470.00</b> |

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

**APPENDIX D**

**Sigma Environmental Services, Inc.  
Agreement and Work Authorization**

**SIGMA ENVIRONMENTAL SERVICES, INC.  
AGREEMENT**

Project Reference No.: 9332

THIS AGREEMENT is entered into on this 13<sup>th</sup> day of May 2005 by and between Sigma Environmental Services, Inc. (hereinafter called "Sigma") and Jill's Dry Cleaners (hereinafter called the "Client").

**WITNESSETH:**

WHEREAS, Client desires that Sigma perform professional consulting services as described in this Agreement; and

WHEREAS, Sigma agrees to perform such services in accordance with the terms of this Agreement.

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

**1. Site.**

"Site" means the location on which the Services will be performed or to which they relate. The Site is defined in the Work Authorization, which is attached hereto as Exhibit A and is incorporated herein by this reference.

**2. Services.**

(a) Services. Services means those services to be performed by Sigma pursuant to Agreement. The scope of the Services are set forth in the Work Authorization. Additional Work Authorizations may be issued pursuant to this Agreement if agreed to by the Parties. Under such circumstances, this Agreement shall be expressly incorporated by reference into each subsequent Work Authorization and the services pursuant to each Work Authorization shall be performed pursuant to this Agreement and the applicable Work Authorization. To the extent any term of this Agreement conflicts with a term of any Work Authorization, then the terms of this Agreement shall control.

(b) Standard of Care. Sigma shall exercise that degree of care, skill and judgment that is usually exercised by a professional person or firm in the performance of services similar to the Services at the same time, under similar circumstances and conditions and in the same or similar locality.

(c) Permits and Licenses. Except as required by the scope of Services, Client shall obtain all permits and licenses that are necessary for the performance of the Services. If the scope of Services includes Sigma obtaining on behalf of Client any such permits or licenses, then Client shall fully cooperate with Sigma in obtaining any such permits and licenses. Client shall pay all costs and fees required for such permits and licenses.

(d) Safety. Sigma is not responsible for safety precautions and programs at the Site except as it relates to the Services and then only to the extent of its own personnel.

(e) Regulatory Matters. Except as required by the scope of Services, Sigma will not meet or confer with any member of any federal, state or local regulatory agency concerning the Services without obtaining the prior consent of Client.

(f) Compliance with Law. Sigma shall substantially comply with all laws and regulations, which to its knowledge, information and belief, apply to its obligations under this Agreement. If any change in laws or regulations applicable to the Services after the execution of this Agreement results in a change in the scope of Services, then Client is responsible to Sigma for any increased cost or expense relating to the same.

(g) Warranty. Other than any express warranty contained in this Agreement, Sigma makes no warranty with respect to the Services. All other warranties, express or implied, are hereby disclaimed.

**3. Contract Time.**

Sigma shall commence and complete the Services within a reasonable time following the execution and delivery of this Agreement or at such later time as otherwise agreed to by the Parties in writing.



**4. Compensation and Payment.**

(a) Compensation. Client shall pay Sigma compensation for the Services. The compensation shall be based on a fixed fee, time and materials basis based on those rates contained in the Hourly Rate Fee Schedule, which, if applicable, is attached to the Work Authorization, or as otherwise agreed to by the Parties. The method for determining the amount of compensation is prescribed in the Work Authorization. Any proposed charges or time to complete the Services represents only an estimate of the possible charges and/or time required to perform the Services.

(b) Payments. Sigma shall submit progress invoices to Client on a monthly basis showing the Services performed during the invoice period and the charges therefore. Payments shall be due and owing upon Client's receipt of each invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due. All payments received will first apply to accrued interest and then principal balances. Client shall be responsible to Sigma for any and all costs Sigma may incur in collecting any outstanding invoices or enforcing any term of this Agreement. Timely and full payments of invoices are of the essence of this Agreement.

**5. Change in Services.**

Any service performed by Sigma outside the scope of the Services shall constitute an additional service, which, unless otherwise agreed in writing, shall be performed on a time and materials basis. Client may request that Sigma perform services outside the scope of the Services by a written change order. The change order shall set forth the change in services, compensation for the change in services and an extension of time the Services.

**6. Site Access, Information and Conditions.**

(a) Site Access. Client shall provide Sigma and its consultants, contractors and agents with access to the Site, any facilities located on the Site and any adjacent lands thereto so that Sigma can properly and timely perform the Services. Client shall obtain, at its own expense, any and all permits, licenses, easements, rights-of-way, agreements and permission necessary for such access.

(b) Site and Other Information.

(i) Client represents and warrants that prior to the execution and delivery of this Agreement, Client has supplied to Sigma all information and documents in its possession, custody or control that are material to the Site or necessary for the proper and timely performance of the Services, including, but not limited to: surveys describing the physical characteristics and any legal limitations of the Site; a legal description of the Site; and reports, surveys, drawings or tests concerning the conditions of the Site, including the presence of Hazardous Waste, as defined herein, or the location of subterranean structures and conditions ("Site Information").

(ii) Client shall promptly supply to Sigma Site Information through the performance of the Services if such information or documents become known to Client. Client shall obtain, at its cost and expense, any Site Information as reasonably requested by Sigma if such Site Information is not required to be obtained by Sigma in the scope of Services.

(iii) Client shall give prompt notice to Sigma whenever it becomes aware of any development, event or condition that materially or adversely affects the Site or scope, timing or cost of the Services.

(iv) Client shall cooperate fully with Sigma in the performance of its Services. Client's obligations with respect to cooperation, compliance with laws and obtaining permits, licenses, access and Site Information are of the essence of this Agreement.

(c) Diggers Hotline. Sigma shall contact Digger's Hotline prior to any underground drilling, excavation or intrusion by Sigma. Sigma shall not be liable for damage or injury to any subterranean structures or conditions, or the consequences of such damage or injury, that were not identified by Digger's Hotline or the Client supplied information prescribed in subparagraph (b) above.

(d) Changed Conditions. The discovery of any hazardous or toxic substance, waste, material, pollutant or contaminant included under or regulated by Resource Conservation and Recovery Act ("RCRA"), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") or any other similar federal, state or local law, regulation or ordinance or that would pose a health, safety or environmental hazard ("Hazardous Waste"), concealed physical conditions or underground obstructions, conditions or utilities at or around the Site that were not brought to the attention of Sigma prior to the date of this Agreement, or any subsequently issued Work Authorization, will constitute a materially different site condition entitling Sigma, at its option, to terminate the Agreement (and to receive payment for all Services performed up to and including the date of such termination) or to receive an extension of time to complete the Services in a duration at least equal to the delay caused by such condition(s) and an adjustment in the compensation for the Services in an amount at least equal to the costs and expenses Sigma incurs because of such condition(s).

## **7. Hazardous Materials.**

(a) Presence and Disposal of Contaminated Materials. Sigma is not responsible for Hazardous Wastes that may exist at the Site. Sigma assumes no possession or control for Hazardous Waste that may be present at the Site. Client acknowledges that Sigma has played no part in and assumes no responsibility for generation or creation of any Hazardous Waste that may exist at the Site. Nothing in this Agreement shall be construed or interpreted as requiring Sigma to assume the status of, and Client acknowledges that Sigma does not act in the capacity nor assume responsibilities of Client or others, as an owner, handler, generator, operator, transporter or arranger in the treatment, storage, disposal or transportation of any Hazardous Waste. Sigma shall have no responsibility for the transportation, storage, treatment or disposition of contaminated or potentially contaminated Hazardous Waste, whether 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. Notwithstanding anything to the contrary in this Agreement, Client shall defend, indemnify and hold Sigma and its officers, directors, employees, agents, consultants, contractors, successors and assigns harmless from any and all claims arising out of or relating to the presence of Hazardous Wastes at the Site or the treatment, storage, transportation or disposition of the same.

(b) Samples. If samples collected by Sigma or received by Sigma on behalf of Client contain Hazardous Waste, 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.

## **8. Indemnification.**

(a) Client shall indemnify, defend and hold Sigma and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to this Agreement, the Site or the Services, but only to the extent caused by Client's breach of this Agreement or the negligence or willful acts or omissions of Client or anyone for whose acts or omissions Client may be liable.

(b) Sigma shall indemnify, defend and hold Client and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, injury, claim, liability, demand, cost or expense, including, but not limited to attorneys fees, attributable to personal injury, bodily injury or property damage, including loss of use thereof, arising out of or relating to the Services, but only to the extent caused by Sigma's breach of this Agreement or the negligence or willful acts or omissions of Sigma or anyone for whose acts or omissions Sigma may be liable.

## **9. Limitation of Liability and Waiver of Consequential Damages.**

To the fullest permitted by law, Sigma's liability under this Agreement shall not exceed the compensation Sigma receives under this Agreement. Client waives any claims for consequential damages arising out of or relating to the Services or this Agreement.

## **10. Insurance.**

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination 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<br>\$100,000 per employee (disease) |
| Commercial General Liability:   | \$1,000,000 per occurrence                                 |
| Bodily Injury and Property Damage:<br>(including Environmental Impairment<br>Coverage or Pollution coverage<br>endorsement)         | \$1,000,000 aggregate                                      |
| Professional Liability Errors & Omissions:<br>(including Environmental Impairment<br>Coverage or Pollution coverage<br>endorsement) | \$2,000,000 limit  |
| Automobile Liability:   | \$1,000,000 per occurrence                                 |

**11. Suspension and Termination.**

(a) Client may terminate this Agreement for cause if Sigma breaches a material term of this Agreement and fails to commence and continue action to cure the breach within seven (7) days of Sigma's receipt of Client's written notice of termination, which termination notice shall describe with particularity the breach all other material information relating thereto.

(b) Sigma may suspend the Services, in whole or in part, under any Work Authorization if payment on any invoice is not made in full within thirty (30) days when due or in the event of a Force Majeure condition, as prescribed in Section 12 below. Sigma will return to work within a reasonable time after payment of the outstanding invoice(s) giving rise to the suspension or resolution of the event or cause giving rise to the Force Majeure.

(c) Sigma may terminate this Agreement and any outstanding Work Authorization if (i) the Services under any Work Authorization are suspended for more than thirty (30) consecutive days, (ii) Sigma reasonably believes, in Sigma's sole decision, that Client is withholding information from Sigma, is not cooperating with Sigma or is hindering Sigma's performance of its obligations under this Agreement or is in violation of laws and is not willing to take appropriate or sufficient corrective action, (iii) if a payment on an invoice is not made in full within thirty (30) days when due or (iv) Client breaches a material term of this Agreement. Sigma shall give Client seven (7) days' written notice of Sigma's intent to terminate the Agreement and any outstanding Work Authorization. Client shall have an opportunity to fully cure the alleged condition, default or breach giving rise to the termination within said seven (7) day period.

**12. Force Majeure.**

Sigma shall not be responsible for any suspension, delay or failure to perform if such suspension, delay or failure is caused by an occurrence beyond Sigma's reasonable control, including, but not limited to, Site conditions, Hazardous Wastes, acts of God, acts or omissions of Client or anyone for whose acts or omissions Client may be responsible, Client's breach of this Agreement, government or other regulatory orders, changes in the Services, changes in applicable law, war, legal disputes, rebellion, sabotage or riots, theft or floods, weather, fires, explosions, or other catastrophes. Sigma shall be entitled to an extension of time to perform the Services in a duration at least equal to the length of any suspension or delay caused by a foregoing type of condition. Client shall pay Sigma all costs and damages attributable to any suspension or delay not caused by Sigma.

**13. 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.

**14. Assignment of Agreement.**

Client shall not assign this Agreement in whole or in part without the prior written consent of Sigma, which consent shall not be unreasonably withheld. Any assignment not made in accordance with this Agreement shall be void.

**15. 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 to Client under this Agreement.

**16. Survival of Obligations.**

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

**17. 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. There are no third party rights or benefits under this Agreement, except as explicitly noted in this Agreement.

**18. Successors and Assigns.**

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

**19. 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, commercial delivery services, in person or deposited in the United States mail, first-class certified or registered mail, postage prepaid, return receipt requested.

**20. Governing Law.**

This Agreement and any disputes arising thereunder shall be governed by the laws of the State of Wisconsin without giving effect to provisions of law that would result in the application of the substantive law of any other state.

**21. 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.

**22. Reports and Ownership of Documents.**

Upon payment in full to Sigma for all Services, Sigma shall furnish three (3) copies of each report required to be produced by Sigma to Client. Additional copies shall be furnished for the cost of copying. With the exception of such report(s) to Client, all other documents and information relating to the preparation of the report(s), including, but not limited to, notes, support data, text data, memoranda and other preparation materials are and remain the property of Sigma.

**23. 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.

**24. Counterparts.**

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**25. Further Assurances.**

Sigma and Client each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the other Party, all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by either Party hereto for the purpose of or in connection with consummating the Services described herein.

**26. Dispute Resolution.**

(a) All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, shall be, at Sigma's sole discretion, subject to binding arbitration. If arbitration is elected by Sigma, then such arbitration shall be held in accordance with, at Sigma's sole discretion, Wis. Stats. Chapter 788 before an arbitrator mutually agreeable to both parties or the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

(b) The forum and venue for any arbitration or litigation shall be Milwaukee County, Wisconsin. Sigma's preservation and/or perfection of its lien rights, including the commencement of a foreclosure action relating the same, shall not be deemed a waiver of Sigma's right to arbitration.

(c) In no event shall a demand for arbitration or commencement of litigation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of Services, whichever date shall occur earlier.

**27. Testimony.**

Sigma agrees that, at the request of Client, the persons performing the Services under this Agreement shall be made available as consultants or witnesses, at 2.0 times the Hourly Rate Schedule, in any litigation, hearing or proceeding to explain or defend, as appropriate, any aspect of methods used by Sigma, or results or conclusions developed in connection with Sigma's Services described in this Agreement.

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: JILL'S DRY CLEANERS \_\_\_\_\_

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

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

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

SIGMA ENVIRONMENTAL SERVICES, INC.

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

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

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

**EXHIBIT A  
WORK AUTHORIZATION NO. 1**

Project Reference No.: 9332

This Work Authorization is entered into by and between Sigma Environmental Services, Inc. ("Sigma") and Jill's Dry Cleaners ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated May 13, 2005 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: Jill's Dry Cleaners, S74 W16834 Janesville Road, Muskego, Wisconsin

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**General Description of Basic Services.**

Client hereby authorizes Sigma to perform and complete the following Service(s):

1. Those Services contained in Sigma's proposal dated May 13, 2005, which is attached hereto and incorporated herein by this reference#9332.
  2. DERF Site Investigation
- 

**Compensation.**

1. \$18,695.00
- 

**Other Terms.** [Insert any other terms specific to the work authorization, i.e., dates of performance.]

1. \_\_\_\_\_
2. \_\_\_\_\_

Client: JILL'S DRY CLEANERS

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

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

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

SIGMA ENVIRONMENTAL SERVICES, INC.

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

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

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