#### LETTER OF TRANSMITTAL Ms. Victoria Stovall From: Timothy E. Wimmer To: Wisconsin Department of Natural Resources Sigma Environmental S 1300 W. Canal St. 2300 N. Dr. Martin Luther King, Jr. Drive 2008 Milwaukee, WL 3233 Milwaukee, WI 53212 22-Sep-08B) Date: Site Name: Martin's master Dry Cleaners (Better cleaners) Please check the type(s) of documents you have enclosed. Submittals will be Address: 3917 52nd Street tracked and filed based on the information you provide. Include the FID and Kenosha, WI BRRTS numbers which have been assigned to this site, and identify the FID# 230007030 intent of the document(s) you are submitting in order to speed processing. BRRTS # 02-30-552186 Please attach any required fees to this checklist. IS THIS RELEASE PECFA-ELIGIBLE? Type of Submittal: YES ☐ VPLE ✓ OTHER UNKNOWN AT THIS TIME LUST √ ERP DNR CODE FEE TYPE OF DOCUMENT / REPORT CHECK (office use only) 01 Notification of Release none Tank Closure/Site Assessment where release(s) have been detected\* 33 \$500 if review is requested ~ 35, 135~ Site Investigation Workplan 37, 137~ Site Investigation Report Please Provide the Following Information \$750 if review is requested ~ 96~ petroleum constituents detected (if SI is incomplete) non-petroleum constituents detected above PAL above ES groundwater impacts free product contamination in fractured bedrock or within 1 meter of fractured bedrock PAL exceedance in potable well ☐ 100' of private well or 1,000' of public well groundwater impacts >ES, within 76 Request to Transfer Case to Department of Commerce none \$500 mandatory 638~ Off-Site Determination Request Remedial Action Options Plan \$750 if review is requested 39, 143~ 67, 68~ NR 720.19 Site Specific Clean-Up Goal Proposed \$750 if review is requested NR 718 Landspreading Request \$500 mandatory 61~ Copy of Notification to Treat or Dispose of Contamination Soil or Water 99 none 63~ \$500 mandatory Injection/Infiltration Request \$500 if review is requested 43~ Quarterly Report or Update 92, 192~ O&M Form 4400-194 \$300 if review is requested \$750 if review is requested 41.41~ Remedial Action Options Report 79~ Closure Review Request \$750 mandatory Closure Form (Mandatory For Review) 700 \$250 mandatory GIS Registry groundwater greater >ES \$250 mandatory 68, 67~ Request for No Further Action Letter, under ch. NR 708 99 Copy of Draft Deed Affidavit, Well Abandonment Form Restriction none Simple Site Process Submittal Under NR 700.11 90~ none \$750 if review is requested 147, 148~ Remedial Design Report Construction Documentation Reports \$250 if review is requested 151, 152~ Long Term Monitoring Plan \$300 if review is requested 24, 25~ \$250 mandatory 662~ Voluntary Party Liability Exemption (VPLE) Application VPLE Phase I/II Assessments or Additional Reports Computed hourly 99 \$500 mandatory 654~ Tax Cancellation Agreement \$1,000 mandatory 630~ Negotiated Agreement \$500 mandatory 686~ Lender Assessment Negotiation and Cost Recovery (municipalities only) Fee for each service 90~ mandatory 684 General Liability Clarification Request \$500 mandatory 646 \$500 mandatory Lease Letter Request - Single Property Lease Letter Request - Multiple Properties \$1,000 mandatory 646 Request for Other Technical Assistance \$500 mandatory 97~ **DERF** proposal X Other (please describe): Closure reports for sites where no releases have been detected should be sent directly to "Clean Closures" c/o DNR Remediation & Redevelopment Program, P.O. Box 7921, Madison, WI 53707



September 22, 2008

Project Reference #11263

Mr. Dan Martino
Martino's Master Dry Cleaners
c/o Ms. Michelle Williams
Reinhart Boerner Van Deuren s.c.
N16 W23250 Stoneridge Dr., Suite 1
Waukesha, WI 53188

RE: Proposal for DERF Site Investigation

Martino's Master Dry Cleaners (Best Cleaners)

3917 52<sup>nd</sup> Street, Kenosha, Wisconsin BRRTS #02-30-552186

Dear Mr. Martino:

Sigma Environmental Services, Inc. (Sigma) is submitting this proposal to Martino's Master Dry Cleaners (the Client) for a Dry Cleaners Repair program (DERP) site investigation at the property identified as Martino's Master Dry Cleaners, located at 3917 52<sup>nd</sup> Street, Kenosha, Wisconsin (the Site). This proposal provides a scope of work and budget to investigate chlorinated volatile organic compounds (CVOCs) in soil and groundwater at the above referenced Site.

As part of this submittal, the following attachments are provided:

Figure 1 Site Location Map

Figure 2 Proposed Soil Boring/Geoprobe Location Map

Appendix A Project Team Resumes
Appendix B Certificate of Insurance

Appendix C WDNR DERF Site Investigation Work Sheets
Appendix D Service Agreement and Work Authorization Form

#### PROJECT BACKGROUND

The site is identified as a dry cleaning operation within a single-story suite located in a multisuite commercial development. The site address for the dry cleaners is 3917 52<sup>nd</sup> Street, Kenosha, Wisconsin and is situated on the south side of 52<sup>nd</sup> Street (see Figure 1). The building is located on the south side of the property with a majority of the central and northern sections of the lot paved with asphalt. An alley borders the south side of the building with residential properties located south of the alley. East of the site is occupied by an Arby's restaurant. A Pizza Hut restaurant is located in the northeast corner of the lot. Surface water in the vicinity of the site drains to storm sewers located in paved areas on site.

The Phase II activities completed by Giles Engineering Associates, Inc. (Giles) in January 2008 consisted of drilling three soil borings; two interior and one exterior Geoprobe soil boring. A Geoprobe boring (GP-1) was advanced south of the building with the two interior soil borings (HP-2 and HP-3) located near the existing dry cleaning machines. The Geoprobe soil boring was generally advanced to a depth of 12 feet below ground surface (bgs). The two interior soil borings were both terminated at a depth of 10 feet bgs. The general geology at the site consists of four to six feet of brown-gray-black clayey silt overlying a gray-brown fine coarse sandy silt. Limited information on the site groundwater characteristics was obtained during the Phase II activities. Generally, saturated conditions were encountered at a depth between 4 to 6 feet bgs.

The results from the limited Phase II activities completed to date identified CVOCs typical of dry cleaning operations. A soil sample collected at the interval depth of 2 to 4 feet bgs from soil boring HP-2 and HP-3 detected CVOC compounds including Perchloroethene (PCE), Trichloroethene (TCE) and cis-1,2-Dichloroethene (cis-1,2-DCE). The PCE concentrations reported at these two interior boring locations (HP-2, 820,000 ug/kg; HP-3, 110,000 ug/kg) are above the WDNR Landfill Disposal Contained-Out Non-Hazardous Limit (33,000 ug/kg). The soil sample collected at the sample interval depth of 2 to 4 feet from Geoprobe soil boring GP-1 detected cis-1,2-DCE, trans-1,2-Dichloroethene (trans-1,2-DCE) and Vinyl Chloride (VC).

A groundwater sample collected from a temporary groundwater monitoring well installed in soil boring GP-1 reported concentrations of PCE (1,200 ug/l), TCE (550 ug/l), trans-1,2-DCE (190 ug/l), cis-1,2-DCE (13,000 ug/l), 1,1 Dichloroethane (6.4 ug/l), 1,1-DCE (8.2 ug/l), and VC (2,000 ug/l at levels above the Wisconsin Administrative Code (WAC), Chapter NR 140 Enforcement Standard (ES). Benzene was also detected at a concentration of 1.7 ug/l which is above the WAC, NR 140 Preventive Action Limit (PAL). The source of the benzene is not known at this time.

Based on these results, a release was reported to the Wisconsin Department of Natural Resources (WDNR) and the site has applied to enter into the Drycleaners Environmental Repair Program (DERP).

#### SCOPE OF WORK

The proposed project approach and scope of work for the CVOC contamination identified in the Giles report dictates that further site characterization is warranted to define the extent of CVOC contamination. The intent of the proposed scope of work presented below is to define the extent of soil and groundwater CVOC contamination on site and to obtain physical and chemical data to identify a feasible and cost efficient closure strategy.

#### Site Investigation Work Plan Preparation and Submittal

Upon the Clients authorization, a site investigation work plan will be prepared in accordance with NR 716 and submitted to the WDNR for review and approval. The work plan will provide a description of the activities and methods employed to execute the investigation. A draft version will be prepared for the Client and/or Legal Counsel if so requested, to review and comment prior to submittal.

#### Commodity Service Bidding and Procurement

Sigma will obtain three commodity bids in accordance with NR 169. Sigma will obtain, at a minimum, three competitive bids from contractors for the following services.

- Drilling
- Laboratory
- Surveying
- Investigation Waste Disposal

Based on Sigma's review of the bids, the most cost effective bidder for each of these services will be selected. Sigma will coordinate all commodity service activities and will retain the bids for future DERF claim submittals.

#### Off-Site Access

CVOC contamination was identified in both soil and groundwater onsite. The location of soil boring/temporary well GP-1 is approximately 15 feet from an adjacent property which is a private residence. The Arby's restaurant is located approximately 55 feet east of the CVOC

contamination detected beneath the building. Because of the proximity of the reported soil and groundwater contamination, some investigation activities may be completed on neighboring properties. Sigma will assist legal counsel with securing off site access if required.

#### Site Investigation

Chapter NR 716.11, WAC, requires that the degree and extent of contamination be determined prior to developing a site closure strategy. Based on the site assessment activities completed to date, residual CVOC impacts to soil and groundwater are present in the vicinity of the client's dry cleaning operation; however, the degree and extent of CVOC impacts have not been defined. Specifically, the following issues require additional investigation:

- the degree and horizontal extent of CVOC impacts to soil and groundwater have not been defined;
- the extent of CVOC contaminated soil above the WDNR Landfill Disposal Contained-Out Non-Hazardous Limit has not been defined;
- the vertical extent of CVOC contamination to groundwater has not been defined;
- groundwater elevations have not been measured to determine the direction of shallow groundwater flow beneath the site;
- reproducible groundwater sampling via Ch. NR 141-compliant groundwater monitoring wells
  has not been completed to confirm groundwater quality; and
- the potential for CVOC impacts to soil and/or groundwater to impact indoor air quality has not been evaluated.

The source of the release is likely historic dry cleaning operations on site. The soil beneath the building is likely a potential source for continued groundwater contamination and for vapor migration. To comply with regulatory requirements and meet the general project objectives of assessing on-site general soil and groundwater quality, Sigma has developed a phased site investigation scope of work consisting of the following work elements:

Interior Soil Boring Installation - Sigma will install three interior soil borings through the concrete floor slab to evaluate the extent of soil contamination beneath the suite floor and determine if adjoining suites may be affected by the release. The soil borings will be advanced to an approximate depth of 9 feet bgs (five feet into the water table). Soil samples will be continuously collected and field screened with a photoionization detector (PID). Two soil samples per soil boring location will be submitted for VOC laboratory analysis. Soil borings will be abandoned in accordance with Chapter NR 141, if not used for other purposes.

Interior Groundwater Sampling - Previous soil sample results reported very high CVOC compounds in unsaturated soil beneath the building. To asses groundwater quality beneath the building, Sigma proposes to install two small diameter monitoring wells in soil borings drilled inside the building. To meet WAC NR 141 Monitoring Well Installation specifications, Sigma will submit an NR 141 variance request to the WDNR to permit the installation and long-term use of the small diameter wells.

Vapor Migration Assessment – Due to the increased attention by the WDNR for the potential VOC vapor intrusion from soil and groundwater into buildings and utility corridors and the already high level of VOC compounds detected beneath the slab floor, Sigma will complete a vapor migration assessment in the dry cleaners suite. Sigma will install a sub slab vapor probe beneath the concrete floor near the dry cleaning equipment and soil borings HP-2 or HP-3 to collect a vapor sample. The vapor sample will be collected using a vacuum pump and containerized in a summa canister and will be submitted for VOC analysis.

Exterior Soil Boring Installation – To evaluate exterior soil and groundwater conditions, Sigma will install seven Geoprobe soil borings to a depth of approximately 10 feet bgs (one will be terminated at a depth of 25 feet bgs). The approximate locations of the soil borings are depicted on Figure 1. Actual boring locations will be based on Geoprobe accessibility and actual site conditions the day of the drilling. The purpose of these soil borings will be to determine horizontal extent or CVOC impacts to soil to the north, south and east of the interior borings and to determine whether contamination has migrated off site. Soil samples will be continuously collected and field screened with a PID. Two soil samples per soil boring location will be submitted for VOC analysis.

Temporary monitoring wells will also be installed in five Geoprobe boring locations. Groundwater samples will be collected, the temporary wells removed and the boreholes abandoned in accordance with NR 141. Groundwater samples will be submitted for VOC analysis. Based on the Giles report, it appears that a sufficient volume of groundwater will be available for sampling the day of the drilling.

Monitoring Well and Piezometer Installation – To collect groundwater samples for an evaluation of groundwater quality, Sigma will install three exterior groundwater monitoring wells and one piezometer. The approximate locations of the monitoring wells and piezometer will be located at previous Geoprobe locations. The monitoring wells and piezometer will be installed using hollow stem auger techniques. The soil borings will be drilled blind with no soil sample collection and completed to an estimated depth of 10 feet bgs. The piezometer will completed to an estimated depth of approximately 25 feet bgs. Sigma does not propose to case the borehole at this time.

The monitoring wells and piezometer will be developed in general accordance with requirements of NR 141. Well development will consist of surging and purging the well of approximately 10 well volumes of groundwater. If the wells are bailed dry, development will consist of bailing the wells dry a maximum of four times.

To establish general groundwater conditions, three rounds of groundwater samples will be collected from the two interior monitoring wells, the four exterior monitoring wells and piezometer located on the site and analyzed for VOCs. General QA/QC measures will be utilized and will include the collection of field blanks and duplicate samples and a trip blank during the shipping of the samples. Groundwater will also be field tested for pH, temperature, conductivity, oxidation-reduction potential and dissolved oxygen.

Following the completion of soil boring and groundwater monitoring well/piezometer construction, the well network will be surveyed depicting property boundaries, important surface features, utility corridors, well/soil boring location, and top of casing elevations.

#### **Data Evaluation**

Following the receipt of the analytical results, Sigma will contact the Client with a verbal update. All field and laboratory data will then be summarized in tables and on maps and submitted to the client and legal counsel for discussion.

#### Site Investigation Report

Following the completion of the three rounds of groundwater sampling, Sigma will prepare a Site Investigation Report in accordance with NR 716. The report will include procedures, a summary of the analytical date collected, present geologic and hydrogeologic conditions, contaminant levels and whether contaminants may be naturally degrading.

#### **Waste Disposal**

It is likely contaminated soil and groundwater wastes will be generated as part of the site investigation activities. Sigma estimates five drums of soil and four drums of groundwater will be generated and will require disposal. Sigma will use VOC data generated from the sampling activities to establish disposal profiles and secure disposal permits. Sigma assumes that soil will be characterized as a non-hazardous waste and will be disposed under a "contained-out" determination by the WDNR, if appropriate. Sigma assumes that the groundwater generated during development and purging of groundwater monitoring wells will be considered a listed hazardous waste and will require disposal as such.

#### Project Management

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

#### 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<sup>TM</sup> 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 dedicated (an individual disposable bailer for each separate well) or decontaminated by a double wash in a hot water and Alconox<sup>TM</sup> 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.

# STATEMENT OF QUALIFICATIONS AND EXPERIENCE

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.

#### **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; and
- 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*.

## INSURANCE, FINANCIAL AND CONTRACT INFORMATION

#### 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<sup>++</sup> by A.M. Best and part of the American International Group.

In addition, all commodity service provides (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
- and, honor unit costs for one calendar year starting on the first day work is performed.

#### Project Schedule

Sigma will begin activities following written authorization from the WDNR and execution of a Sigma service agreement and work authorization form. The duration of the project is dependent on the review of the work plan and availability of subcontractors. Sigma proposes to complete the interior and exterior soil borings, temporary well sampling and vapor migration assessment in two days. The installation of the monitoring wells and piezometer is estimated to be completed in two days

#### **Project Budget and Invoicing**

Sigma's estimated cost to complete the proposed scope of work is \$23,775.00. This cost includes all labor and subcontractor services. *Appendix C* includes the completed DERF Site Investigation work sheets. The cost sheets present unit rates for Sigma and the subcontractors. The activities completed as part of this proposal will be invoiced on a time and materials basis in accordance with the unit rates provided.

#### **Terms and Conditions**

A Sigma Environmental Services, Inc. Service 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. Sigma understands that the Client's acceptance of this proposal signifies that the following terms and conditions have been reviewed and are understood by the Client.

- Project fees will be invoiced to the Client based on the completed services at the close of a billing cycle. Sigma will submit to the Client invoices every 30 days for payment.
- Payments of invoices are due upon the receipt of the invoice. Interest of 1% per month shall accrue on any invoice balance not paid within thirty (30) days when due.
- Additional services (meetings, agency and real estate negotiations, etc.) outside the
  proposed scope of work will be performed on a time and material basis in accordance with
  the unit rates provided in the proposal.
- Mileage is non-reimbursable and will be invoiced at cost at a rate of \$0.65 per mile.

#### Certifications

The following certification statements are made.

- Sigma and selected contractors will comply with all applicable requirements under Wisconsin State Statute s. 292.65 and the Wisconsin Administrative Code Chapter NR 700 through NR 728.
- If so requested by the WDNR, all documents and records pertaining to this project will be made available for review and/or copying.

We are looking forward to working with you on this project. Should you have any questions or require further definition of the work proposed, please contact us at your convenience.

Sincerely,

SIGMA ENVIRONMENTAL SERVICES, INC.

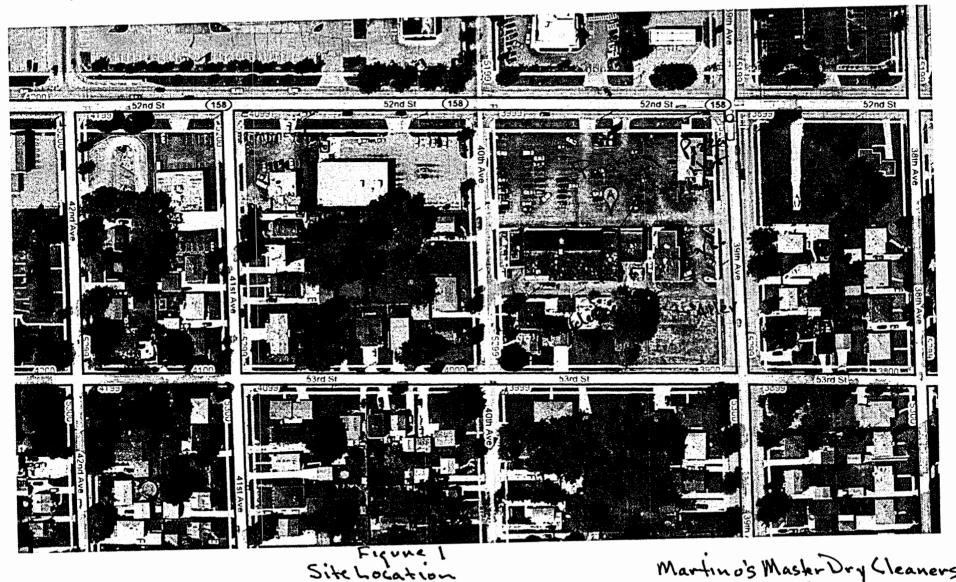
Timothy E. Wimmer, P.G.

Senior Scientist

cc: Victoria Stovall - WDNR

Google Address

To see all the details that are visible on the screen use the "Print" link next to the map.

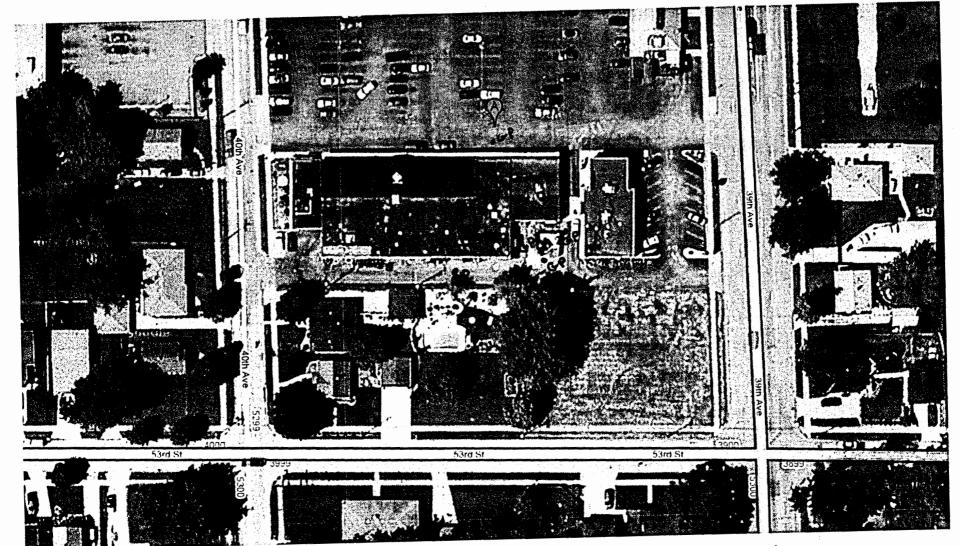


Martino's Masker Dry Cleaners (Better Cleaners) 3917 52nd Street

Kenosha, WI

# $Google^{\text{Address}}$

To see all the details that are visible on the screen use the "Print" link next to the map.



Key

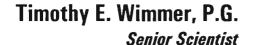
HA . = Proposed interior soil boring

Fregune Z.
Proposed Interior/Exterior Sail Borney

Martino's Master Dry Cleaners (Better Cleaners) 3917 52nd Street Kenosha, WI

## APPENDIX A

**Project Team Resumes** 





#### 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.



# Timothy E. Wimmer, P.G. Senior Scientist

#### 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, August 2006

#### Registrations/Certifications

- Professional Geologist, Wisconsin No. 973
- ♦ CHMM, Wisconsin No. 10255
- Site Assessor, Wisconsin No. 41669
- PECFA Consultant Registration, Wisconsin No. 41669

#### **Professional Affiliations**

- Greater Wisconsin Chapter Academy of Certified Hazardous Materials Managers
- Federation of Environmental Technologists

#### **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 20 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, WI. 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.



#### Areas of Expertise

- ◆ Environmental Site Assessments
- Soil/Groundwater Investigations

#### Education/Training

- B.S., Environmental Science
   St. Norbert College De Pere, WI
   2001
- OSHA 40-Hour Health & Safety Training, October 2001 OSHA 8-Hour Refresher, yearly

#### Registrations/Certifications

 Site Assessor Certification, 04/2002-04/2004

#### PROFILE

Ms. Trotta provides environmental consulting services for a variety of residential, commercial, and industrial clients. Her experience includes field investigations, interpreting soil and groundwater data, performing computer analyses, and completing reports for clients and regulatory agencies. In addition, to the Phase II Environmental Site Assessment (ESA) activities detailed above, Ms. Trotta is also responsible for conducting Phase I ESAs. Ms. Trotta has six years of consulting experience in environmental site investigation and remediation related projects.

#### REPRESENTATIVE EXPERIENCE

#### Hospital Expansion - Large Southeastern Wisconsin Hospital

Staff Scientist for a southeastern Wisconsin hospital due diligence investigation and remediation of four phases of renovation and construction. Responsible for various aspects of site investigation activities and remedial planning for construction activities.

#### EPA Petroleum Assessment Fund Program - City of Racine

Staff Scientist for the implementation of the EPA Funded Petroleum Assessment Fund for the City of Racine. Responsible for assisting the City with a community wide property search, completion of Phase I ESAs, Phase II ESAs and Remedial Options Development.

#### Phase I Environmental Site Assessments

Completed several Phase I ESA consistent with ASTM requirements. Activities include the research of historical operations and state and municipal record databases in addition to site reconnaissance to evaluate business environmental risk.

#### Field Services

Performs environmental drilling activities at active/former petroleum storage sites, industrial, and/or brownfields facilities. Responsible for classifying soil, installing monitoring wells and piezometers, and collection of soil and groundwater samples for environmental laboratory analyses.

Provides oversight, observation, and documentation services for remediation activities including soil excavation, potassium permanganate injection, and groundwater extraction.

Completion of in-situ hydraulic conductivity testing in monitoring wells to determine the hydraulic conductivity of saturated subsurface soils.



#### Areas of Expertise

- ♦ Brownfield Redevelopment
- ♦ Soil/Groundwater Investigations
- ◆ Grant Writing/Procurement
- ◆ Demolition Planning

#### **Education/Training**

- Bachelor of Science in Geological Engineering, University of Wisconsin-Madison, 1994
- Bachelor of Science in Geology, University of Wisconsin-Madison, 1994
- Master of Science in Environmental Engineering, Milwaukee School of Engineering, 1998
- OSHA 40-Hour Health & Safety Training, October 1994
- OSHA 8-Hour Contaminated Site Refresher, October 2006

#### Registrations/Certifications

 Professional Engineer, Wisconsin No. 34322-006

#### **PROFILE**

Ms. Kurzka is a Senior Engineer with responsibilities ranging from the oversight and direction of subsurface investigation and remediation for various brownfield redevelopment projects to assisting industrial clients with maintaining regulatory compliance. She has over 16 years of regulatory and consulting experience having worked for the Wisconsin Department of Natural Resources prior to joining the Sigma team.

#### REPRESENTATIVE EXPERIENCE

#### EPA Petroleum Assessment Fund Program - City of Racine

Project Manager for the implementation of the EPA Funded Petroleum Assessment Fund for the City of Racine. Responsible for assisting the City with the development of the selection criteria for property candidates, completion of Phase I Environmental Site Assessments (ESA), Phase II ESA and Remedial Options development. Completed all relevant EPA correspondence and compliance of all activities within the constraints of the grant program.

# EPA Petroleum and Hazardous Assessment Fund Programs - City of Milwaukee

Project Manager for City of Milwaukee properties participating within the EPA Funded Petroleum and Hazardous Assessment Fund programs. Responsible for assisting the City with the completion of Phase I ESA, Phase II ESA and Remedial Options development. Completed all relevant EPA correspondence and compliance of all activities within the constraints of the grant program.

## Brownfield Redevelopment - City of Milwaukee former Milwaukee Road Property

Project Manager for a City of Milwaukee due diligence investigation of the 100-acre former rail yard located in the Menomonee Valley. Project responsibilities included research and review of site history, investigation strategy development, coordination of field activities, data evaluation, remedial alternative consideration and implementation and construction management.

#### Hospital Expansion - Large Southeastern Wisconsin Hospital

Project Manager for a southeastern Wisconsin hospital due diligence investigation and remediation of four phases of renovation and construction. Responsible for investigation and remedial planning for construction activities. The projects were completed with aggressive schedules and budgets.



# Kristin K. Kurzka, P.E. Senior Engineer

Brownfield Redevelopment - City of Milwaukee Menomonee Valley EPA Brownfield Pilot Project Project Manager for the City of Milwaukee Menomonee Valley EPA Brownfield Pilot Project Grant project. Responsible for developing project strategies, implementing sampling and data collection activities in accordance with the project Quality Assurance Project Plan (QAPP), compiling and evaluating the study findings, presenting study findings to the EPA, City of Milwaukee and other members of the study group, and maintaining the project schedule and budget.

# Infrastructure Reconstruction/Brownfield Development - City of Milwaukee Canal Street Reconstruction

Project Manager for remedial activities conducted for the City of Milwaukee during Canal Street reconstruction/extension project. Responsible for identification of impacted materials, proper management of excavated soil/fill material, water removed from excavations, proper abandonment of underground storage tanks discovered during work, and contractor and project management team training.

## Chlorinated Solvent Remediation - Large Industrial Client

Project Manager for an old industrial site impacted with hydrocarbon and chlorinated constituents where remediation by natural attenuation (RNA) was approved by the WDNR as the final remedial strategy program to facilitate the sale of the property.

Voluntary Party Liability Exemption Investigation and Remediation - Sigma Headquarters

Project Manager for the Voluntary Party Liability Exemption (VPLE) Program investigation and remediation of Sigma's headquarters located in the Menomonee Valley.





#### 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 20 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.



# Randy E. Boness, P.G. Manager – Geosciences Group

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.

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 rail yard 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.

## **APPENDIX B**

# Certificate of Insurance

ACOR		OF	RD <sub>™</sub> CER	TIFIC	CATE OF LIABIL	ITY INS	URANCE	Page 1 of 2	08/	DATE 07/2008		
PRODUCER 877-945-7378  Willis North America, Inc. 26 Century Blvd. P. O. Box 305191						ONLY AN	UED AS A MATTER OF RIGHTS UPON TATE DOES NOT AME	THE CERTIFICATE				
			Nashville, TN		91	INSURERS A	FFORDING COV	ERAGE		NAIC#		
INSU	RED		Sigma Environme			INSURER A: Ame	rican Internat	ional Specialty Li	nes In	26883-001		
			1300 West Canal Milwaukee, WI			INSURER B: I11	inois National	Insurance Company		23817-001		
							nsportation In	surance Company		20494-001		
						INSURER D:						
CO	VER/	GE	e			INSURER E:						
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	HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	s					
								PROPERTY DAMAGE (Per accident)	\$			
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	If yes	desc	ribe under PROVISIONS below					E.L. DISEASE - POLICY LIMIT	1	,000,000		
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					S/EXCLUSIONS ADDED BY ENDORSEMENT/							
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#### **IMPORTANT**

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

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

#### **DISCLAIMER**

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

## APPENDIX C

**WDNR DERF Site Investigation Work Sheets** 

# **DERF Site Investigation Bid Sheet** Consultant Bid Summary Form 4400-233 (R 4/04) Page 2 of 6

Martino's master Dry Cleaners (Bette		
Sigma Environmental Services, Inc.	Applicant Name	
Bid Summary		
Drilling Costs Total =	\$3,900.00	
Analytical Costs Total =	\$2,945.00	
Consulting Costs Total =	\$12,330	
Misc Costs Total =	\$4,600.00	
Grand Total =	\$23,775.00	
I certify that the costs are an accurate esti adhere to s.292.65 Stats, and ch NR 169,		or the site investigation and I understand and will
Consultant Signature	4	Date 9/22/08
Please attach to these forms a written nam	ratige specifying how the tasks ou	tlined in these sheets will be performed.

Consultant Name: Sigma Environmental Services, Inc.

Site Name: BRRTS #: Date:

# DERF Site Investigation Bid Sheet Drilling Costs

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

Drilling Costs						
Task	Interval	Number of Borings or Wells	Number of Days	Total Number Feet Drilled	Cost/feet, Day or Well	Total Cost
Well installation and Compl	etion	NA COLUMN				
Well installation	Oto 15 feet	4	1	55	\$25.00	\$1,375.00
	ft to ft					
	ft to ft					
	>ft					
Decontamination Costs		each				\$150.00
Mobilization Costs		each				\$350.00
Auger Borings (continuous	sampling)		<b>"我是我知道</b>	<b>从</b> 含有中华之 <b>的</b>		
	ft to ft					
	ft to ft					
	ft to ft					
	>ft					
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify split	spoon sampling int	erval)	anti-Kan			
The Manager Co. No.	ft_toft					
	ft toft					
	ft to ft					
	>ft					
Decontamination Costs						
Mobilization Costs						
Direct Push Borings (per po	oint)	To the second se				HARLES FOR
Geoprobes	o to 6ft	7	1	70	\$6.00	\$420.00
Temporary Well	_ftft depth	5		50	\$6.00	\$300.00
Abandonment	> ft depth			70	\$0.50	\$35.00
Decontamination Costs						\$150.00
Mobilization Costs						\$300.00
Well Development (if done	by subcontractor)				<b>新祖</b> 50	46人员第二条
ASSESSMENT OF THE PROPERTY OF	Monitoring Wells			HAIR ISSES STORY COMMENTS OF THE PARTY OF	1 STORESOFT AUTOMOBILITY IN	
	Piezometers					
	Recovery Wells					
Other	(A) \$\$ (数) \$1			<b>斯马斯斯</b>		
Drums		5	each		\$40.00	\$120.00
Flush Mount Covers		7	each		\$100.00	\$700.00
concrete coring						
Interior boring equipment						

Consultant Name: Sigma Environmental Services, Inc.

Site Name: BRRTS #:

Date:

DERF Site Investigation Bid Sheet Analytical Costs

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

Parameter	LA VAII	Certified	Lah	Fiel	d Test/Fi	ald Kit		Mobile Lat		Page 4 of
raidiliciei	\$/	#	Method	\$/	#	Method	C 7	# Samples	Method	
	sample	samples	Used	sample	samples	Used	\$/Day	# Days	Used	Total Costs
Solids Analysis									100	
VOCs	\$55	20								\$1,100.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify)										\$0.00
			-					-		\$0.00
Water Analysis (low flow sample	ing assum	ned unless	otherwise	indicate	d at bottom	of this she	eet)	种上产品		
VOCs	\$55	CONT. V. C.						1004.992.5-7-1000.00	7-7-2 Samuel &	\$1,265.00
Nitrate/Nitrite	100									\$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
		-							-	\$0.00
Alkalinity*					-					\$0.00
Chloride*	-		-	-	-	-	-			
Spec. Conductance*		-		-			-	-		\$0.00
Ethene/Ethane/Methane*			-			-			-	\$0.00
Hydrogen*		-				-				\$0.00
Carbon Dioxide*			-							\$0.00
RCRA Metals	055					_	-			\$0.00
Duplicate Analyses	\$55			-						\$165.00
Blank Analyses	\$55			-						\$165.00
Trip Blank	\$0	4		-						\$0.00
	SUSPENSION OF THE PARTY OF	STATE OF THE PARTY	No. 44 No. 37 Person Co.	(C) BECEROORS	CZaucar Consum	Contraction to the contract	Carry Control (1985)		Service Services	\$0.00
Air Analysis		Acte 15		T	<b>海</b> 斯斯·海	经济相似的			<b>T</b>	
VOCs	\$250	1								\$250.00
TCE				-						\$0.00
PCE (minimum detection limit is <10 ppbv)										\$0.00
Other: (Specify)										\$0.00
	3 St 10 St 1 St 1 St 1 St 1 St 1 St 1 St	SIMAN APARA SALAR		A)U-240	Seller Seller Seller	CONTRACTOR SAME	The state of Land 1975	The state of the s	SHIP P'UN II OL	\$0.00
Waste Analyses (soil/water)							2. 海水盛度			
										\$0.00
The same of the sa		No. Cally Service	d Kr. Santrania V		71 2000-1-5		L			\$0.00
Miscellaneous (specify)				RTP-83						
										\$0.00
										\$0.00
Charge for Mobile Lab (indicate	# days a	nd daily fee	9)			A Walnut		<b>多時。</b>	ASSENTA	
Total Analytical Costs										\$2,945.00

<sup>\*</sup> Natural Attenuation parameters required for consideration of NA as remedy.

Consultant Name: Sigma

Site Name: BRRTS #: Date:

## DERF Site Investigation Bid Summary Consultant Costs

Form 4400-233 (R 4/04) Page 5 of 6

											Hours/T	ask.	100 M 2 Mars			NW ES			40A	
				*		Ŧ	104	D)	E	, <b>5</b>			رة الا				Ott	er (spe	ecify)	
Position (specify)	Hourly Rate	Workplan Development	Access	Receptor Survey	Waste	Drilling Oversight	Soil Sampling	Drilling sampling	Well Development	Hydraulic Conductivity Test	Groundwater sampling	Soil gas/vapor intrusion survey	SSRCL calculations (contained out or remedial actions)	SI Report preparation	RAOR Report preparation	Project Management	Data Tabulation	Data Evaluation		Total Costs
Professional Staff	422			機能			100 A W	23	海点			油油物							Sec. 1	
	2017 2017 5007020	Allen a Santage	ALTER A.C C. JANK	1.4000000000000000000000000000000000000	- DATE OF THE PARTY	100000000000000000000000000000000000000		E-1115 C-1515 C-151	2001.00.00		14,33030,0000000000000000000000000000000									\$0.00
Project Engineer	\$130	2	0						-					6		10		2		\$2,600.00
Staff Scientist	\$80	8	0	-	4	16	16				2			24			2	6		\$6,240.00
																				\$0.00
																				\$0.00
Field Staff						後邊								3%					國語	
Staff Scientist	\$80							12				2								\$1,120.00
Technician	\$65								10		20									\$1,950.00
														W. W. A.						\$0.00
																1				\$0.00
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Office Support Staff		2400 mm					<b>全部</b>						经验等证据				AND THE			
Administrative	\$40	1												1			2			\$160.00
CADD	\$65													4						\$260.00
																				\$0.00
																				\$0.00
																				\$0.00
Total Consulting Costs																				\$12,330.00

Consultant Name: Sigma Site Name: BRRTS #:

Date:

# DERF Site Investigation Bid Summary Sheet Miscellaneous Costs

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

Major Activity	Specifications	Commodity Unit	Unit Rate	Number of Units	Total Cost
IDW Disposal					
Soil	Non-Hazardous	drum	\$100.00	5	\$500.00
Groundwater	Hazardous	drum	\$250.00	4	\$1,000.00
Transportation	Non-Hazardous		\$250.00	1	\$250.00
Equipment Rental (list and inclu	ide shipping costs if applica	ble)	队表示的		
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Field Supplies (list)					
PID		per day	\$70.00	4	\$280.00
Bailers		per unit	\$15.00	12	\$180.00
Hermit Data Logger		per day	\$250.00		\$0.00
Water Level Meter	DO/WL/pH/Redox	per day	\$100.00	3	\$300.00
Drums		per unit	\$40.00	4	\$160.00
					\$0.00
Surveying					
Site Survey	budgeted	lump sum	\$1,500.00	1	\$1,500.00
off site well survey	budgeted	lump sum			\$0.00
Personal Protection Equipment	(list)		<b>以</b> 是国际的		
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
					\$0.00
Sample Shipping Costs		<b>全国的美国的</b>		S. Belling Kar	
					\$0.00
					\$0.00
					\$0.00
Other (specify)					And the second
Coring Machine		per day	\$100.00	1	\$100.00
Power Auger		per day	\$250.00	1	\$250.00
1" pvc well (10 feet)		per foot	\$4.00	20	\$80.00
Total Miscellaneous Costs					\$4,600.00

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

## APPENDIX D

Sigma Environmental Services, Inc. Agreement and Work Authorization Form

# SIGMA ENVIRONMENTAL SERVICES, INC. AGREEMENT

Project Reference No.: 11263

THIS AGREEMENT is entered into on this <u>22<sup>nd</sup></u> day of <u>September 2008</u> by and between Sigma Environmental Services, Inc. (hereinafter called "Sigma") and <u>Martino's Master Dry Cleaners</u> (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) <u>Services</u>. 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) <u>Standard of Care</u>. 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) <u>Permits and Licenses</u>. 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) <u>Safety</u>. 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) <u>Regulatory Matters</u>. 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) <u>Compliance with Law</u>. 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) <u>Warranty</u>. 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) <u>Compensation</u>. 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) <u>Site Access</u>. 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) <u>Diggers Hotline</u>. 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) <u>Samples</u>. 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

\$100,000 per employee (disease)

Commercial General Liability:

\$1,000,000 per occurrence

**Bodily Injury and Property Damage:** (including Environmental Impairment Coverage or Pollution coverage

\$1,000,000 aggregate

endorsement)

Professional Liability Errors & Omissions: (including Environmental Impairment Coverage or Pollution coverage 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: MARTINO'S MASTER DRY CLEANERS
D.v.
By:
Title:
Detai
Date:
SIGMA ENVIRONMENTAL SERVICES, INC.
By:
Title:
Date:

# EXHIBIT A WORK AUTHORIZATION NO. 1

Project Reference No.: 11263

This Work Authorization is entered into by and between Sigma Environmental Services, Inc. ("Sigma") and Martino's Master Dry Cleaners ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated September 22, 2008 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: Martino's Master Dry Cleaners, 3917 52nd Str	eet, Kenosha, Wisconsin	BRRTS #02-30-552186
General Description of Basic Services.		
Client hereby authorizes Sigma to perform and	d complete the following Se	ervice(s):
1. Those Services contained in Sigma's pro- incorporated herein by this reference#11263.	pposal dated September 22	2, 2008, which is attached hereto and
2. DERF Site Investigation		
Compensation.		
1. Total Estimated Cost: \$23,775.00		
Other Terms. [Insert any other terms specific to t	the work authorization, i.e.,	dates of performance.]
1.		
2.		
	Client: MARTINO'S I	MASTER DRY CLEANERS
	By:	
	Title:	
	Date:	
	SIGMA ENVIRONME	ENTAL SERVICES, INC.
	Ву:	1
	Title:	
	Date:	

TABLE 1

#### GROUNDWATER ANALYTICAL RESULTS MARTINO'S MASTER DRY CLEANERS

**4700 47TH AVENUE** 

KENOSHA, WISCONSIN

MARTINO'S MASTER DRY CLEANERS

											jei,	AKTINOSI	MASTER DR	CLEARE	No													_
Monitoring Well #				MW-6					MW-7					MW-8					PZ-1					PZ-2			NR 140	
Date	Units	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/04/2005	2/6/2006	7/13/2006	10/30/2006	10/31/2007	11/04/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	ES	PAL
Volatile Organic Compounds		The same								- 4, 4																		
Benzene	µg/L	<20	<20	<20	<20	<47	DRY	<0.2	<0.2	<0.2	<0.47	DRY	<0.2	<0.2	<0.2	<0.47	<0.2	<0.2	<0.2	<0.2	<0.47	<0.2	<0.2	<0.2	<0.2	<0.47	5.0	0.5
n-Butylbenzene	µg/L	63 <sup>J</sup>	<20	<20	<20	<52		<0.2	<0.2	<0.2	<0.52		<0.2	<0.2	<0.2	<0.52	<0.2	<0.2	<0.2	<0.2	<0.52	<0.2	<0.2	<0.2	<0.2	<0.52	NS	NS
sec-Butylbenzene	μg/L	<25	<25	<25	<25	<36		<0.25	<0.25	<0.25	<0.36		<0.25	<0.25	<0.25	<0.36	<0.25	<0.25	<0.25	<0.25	<0.36	<0.25	<0.25	<0.25	<0.25	<0.36	NS	NS
tert-Butylbenzene	μ <b>g/</b> L	<20	<20	<20	<20	<34		<0.2	<0.2	<0.2	<0.34		<0.2	<0.2	<0.2	<0.34	<0.2	<0.2	<0.2	<0.2	<0.34	<0.2	<0.2	<0.2	<0.2	<0.34	NS	NS
Chlorobenzene	µg/L	<20	<20	<20	<20	<31		<0.2	<0.2	<0.2	<0.31		<0.2	<0.2	<0.2	<0.31	<0.2	<0.2	<0.2	<0.2	<0.31	<0.2	<0.2	<0.2	<0.2	<0.31	NS	NS
Chloroform	μg/L	<20	<20	<20	<20	<48		<0.2	<0.2	<0.2	<0.48		<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	6.0	0.6
1,1-Dichloroethane	μg/L	<50	<50	<50	<50	<56		<0.5	<0.5	<0.5	<0.56		<0.5	<0.5	<0.5	<0.56	<0.5	<0.5	<0.5	<0.5	<0.56	<0.5	<0.5	<0.5	<0.5	<0.56	850	85
cis-1,2-Dichloroethene	µg/L	7,600	10,000	6,100	14,000	4,700		<0.5	<0.5	<0.5	<0.68		<0.5	<0.5	<0.5	<0.68	<0.5	<0.5	2.2	4.1	<0.68	<0.5	<0.5	<0.5	<0.5	<0.68	70	7.0
trans-1,2-Dichloroethene	µg/L	81 <sup>3</sup>	1301	70	190	<95		<0.5	<0.5	<0.5	<0.95		· <0.5	<0.5	<0.5	<0.95	<0.5	<0.5	<0.5	<0.5	<0.95	<0.5	<0.5	<0.5	<0.5	<0.95	100	20
Ethylbenzene	µg/L	<50	<50	<50	<50	<38		<0.5	<0.5	<0.5	<0.38		<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	700	140
Isopropylbenzene	µg/L	<20	<20	<20	<20	<48		<0.2	<0.2	<0.2	<0.48		<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	NS	NS
p-Isopropyltoluene	µg/L	<20	<20	<20	<20	<35		<0.2	<0.2	<0.2	<0.35		<0.2	<0.2	<0.2	< 0.35	<0.2	<0.2	<0.2	<0.2	<0.35	<0.2	<0.2	<0.2	<0.2	<0.35	NS	NS
Naphthalene	µg/L	130	<25	<25	<25	<180		<0.25	<.25	<.25	<1.8		<0.25	<.25	<.25	<1.8	<0.25	<0.25	<.25	<.25	<1.8	0.3	<0.25	<.25	<.25	<1.8	40	8.0
n-Propylbenzene	μg/L	<50	<50	<50	<50	<38		<0.5	<0.5	<0.5	<0.38		<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	NS	NS
Tetrachloroethene	μg/L	<50	<50	<50	<50	<52		8.3	3.6	6.1	9.0		<0.5	<0.5	<0.5	<0.52	<0.5	<0.5	<0.5	0.74	<0.52	<0.5	<0.5	<0.5	<0.5	14.6	5.0	0.5
Toluene	μg/L	<20	<20	<20	<20	<46		<0.2	<0.2	<0.2	<0.46		<0.2	<0.2	<0.2	<0.46	<0.2	<0.2	<0.2	<0.2	<0.46	1.1	<0.2	<0.2	<0.2	<0.46	1,000	200
Trichloroethene	µg/L	<20	<20	<20	<20	<44		<0.2	<0.2	<0.2	<0.44		<0.2	<0.2	<0.2	<0.44	<0.2	<0.2	<0.2	0.22 <sup>J</sup>	<0.44	<0.2	<0.2	<0.2	<0.2	<0.44	5.0	0.5
Total Trimethylbenzene	μg/L	218 <sup>J</sup>	<20	<40	<40	<157		<0.2	<0.4	<0.4	<1.57		<0.2	<0.4	<0.4	<1.57	<0.2	<0.2	<0.4	<0.4	<1.57	0.35 <sup>J</sup>	<0.2	<0.4	<0.4	<1.57	480	96
Vinyl Chloride	μg/L	<20	<20	<20	<20	<20		<0.2	<0.2	<0.2	<0.2		<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	0.2	0.02
Xylenes	μg/L	<50	<50	<50	<50	<99		<0.5	<0.5	<0.5	<0.99		<0.5	<0.5	<0.5	<0.99	<0.5	<0.5	<0.5	<0.5	<0.99	0.79 <sup>J</sup>	<0.5	<0.5	<0.5	<0.99	10,000	1,000
Dissolved Gases			- /-																									200
Methane	µg/L	NA	NA	350	200	470		NA	NA	NA	NA		NA	7.1	4.6	11	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	* 1	1000
Ethane	μg/L	NA	NA	0.03	0.08	0.05	-	NA	NA	NA	NA	-	NA	0.09	0.1	0.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	148
Ethene	µg/L	NA	NA	0.19	0.13	0.22	-	NA	NA	NA	NA	-	NA	0.16	0.07	0.41	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1. T.	-
Bioremediation Parameters	- 12			2 0																						3.63		
Nitrate	mg/L	0.051B,J	0.19 <sup>8</sup>	<.5	<.5	<0.03	-	0.47 <sup>8</sup>	NA	NA	NA	-	0.57 <sup>8</sup>	<.5	<.5	0.03 <sup>J</sup>	0.12 <sup>B</sup>	0.080BJ	NA	NA	NA	0.071 <sup>8, J</sup>	0.060 <sup>B,J</sup>	NA ·	NA	NA	Name of the last	2600
Sulfate	mg/L	32 <sup>J</sup>	130	76	180	115	_	350	NA	NA	NA	_	380	420	210	193	<10	80	NA	NA	NA	33.	50	NA	NA	NA		(4.5×5.5)
Dissolved Manganese	mg/L	0.11	0.30	0.26	0.28	0.148		0.08	NA	NA	NA		0.28	0.27	0.08	0.13	0.04	0.02	NA	NA.	NA	<0.00096	0.14	NA .	NA	NA		
Field Measurements											000																	
Dissolved Oxygen	mg/L	0.73	1.00	0.20	0.29	0.28	_	1.25	0.21	0.34	1.53	-	2.60	0.23	1.20	1.26	1.20	1.47	0.17	1.00	0.74J	2.23	2.30	0.30	0.88	0.68	NS	NS
Redox	mV	27	77	-79	72	-131.3		219	-10	90	252.8		224	-33	100	231.4	133	157	-50	90	136	-9	105	21	138	208.4	NS	NS
рН	S.U.	8.2	7.0	7.0	7.0	7.0	-	7.0	7.0	7.0	7.7	-	7.0	7.0	7.0	7.6	9.0	7.0	7.0	7.0	7.0	12.0	7.0	7.0	7.0	8.8	NS	NS
Ferrous Iron	mg/L	0.0	1.0	4.4	1.8	5.0		0.0	0.0	0.0	0.0		0.0	1.8	0.0	1.0	0.2	0.0	1.0	0.0	0.0	0.0	40.0	0.0	NA.	0.0	NS	NS NS
Temperature	°C	15.0	11.1	11.6	NA	15.1		11.6	11.8	NA	15.3		10.9	11.7	NA .	15.6	12.0	12.2	10.4	NA	12.9	15.6	12.2	10.2	NA	12.7	NS	IND

B = Analyte was detected in the associated Method Blank.

J = Results reported between the Method Detection Limit and Limit of Quantitation are less certain than results at or above the LOQ.

µg/L = micrograms per liter (equivalent to parts per billion)

mg/L = milligrams per liter (equivalent to parts per million)

mV = millivolts

S.U. = standard pH unit

C = Degree Celsius

NA = Not Analyzed

NS =No Standard

NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard

NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit

Exceedances:

BOLD = concentration exceeds Chapter NR 140 ES

#### TABLE 1

#### GROUNDWATER ANALYTICAL RESULTS MARTINO'S MASTER DRY CLEANERS

4700 47TH AVENUE KENOSHA, WISCONSIN

MARTINO'S MASTER DRY CLEANERS

												ARTINO'S	MASTER DR	RY CLEANE!	RS													
Monitoring Well #				MW-6					MW-7					MW-8					PZ-1					PZ-2			NR 140	
Date	Units	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	11/04/2005	2/6/2006	7/13/2006	10/30/2006	10/31/2007	11/04/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	ES	PAL
Volatile Organic Compounds																												
Benzene	μg/L	<20	<20	.<20	<20	<47	DRY	<0.2	<0.2	<0.2	<0.47	DRY	<0.2	<0.2	<0.2	<0.47	<0.2	<0.2	<0.2	<0.2	<0.47	<0.2	<0.2	<0.2	<0.2	<0.47	5.0	0.5
n-Butylbenzene	μg/L	63 <sup>J</sup>	<20	<20	<20	<52		<0.2	<0.2	<0.2	<0.52	L	<0.2	<0.2	<0.2	<0.52	<0.2	<0.2	<0.2	<0.2	<0.52	<0.2	<0.2	<0.2	<0.2	<0.52	NS	NS
sec-Butylbenzene	μg/L	<25	<25	<25	<25	<36		<0.25	<0.25	<0.25	<0.36		<0.25	<0.25	<0.25	<0.36	<0.25	<0.25	<0.25	<0.25	<0.36	<0.25	<0.25	<0.25	<0.25	<0.36	NS	NS
tert-Butylbenzene	µg/L	<20	<20	<20	<20	<34		<0.2	<0.2	<0.2	<0.34		<0.2	<0.2	<0.2	<0.34	<0.2	<0.2	<0.2	<0.2	<0.34	<0.2	<0.2	<0.2	<0.2	<0.34	NS	NS
Chlorobenzene	µg/L	<20	<20	<20	<20	<31		<0.2	<0.2	<0.2	<0.31		<0.2	<0.2	<0.2	<0.31	<0.2	<0.2	<0.2	<0.2	<0.31	<0.2	<0.2	<0.2	<0.2	<0.31	NS	NS
Chloroform	μg/L	<20	<20	<20	<20	<48		<0.2	<0.2	<0.2	<0.48		<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	6.0	0.6
1,1-Dichloroethane	µg/L	<50	<50	<50	<50	<56		<0.5	<0.5	<0.5	<0.56		<0.5	<0.5	<0.5	<0.56	<0.5	<0.5	<0.5	<0.5	<0.56	<0.5	<0.5	<0.5	<0.5	<0.56	850	85
cis-1,2-Dichloroethene	μg/L	7,600	10,000	6,100	14,000	4,700	L	<0.5	<0.5	<0.5	<0.68		<0.5	<0.5	<0.5	<0.68	<0.5	<0.5	2.2	4.1	<0.68	<0.5	<0.5	<0.5	<0.5	<0.68	70	7.0
trans-1,2-Dichloroethene	μg/L	81 <sup>7</sup>	130 <sup>j</sup>	70	190	<95		<0.5	<0.5	<0.5	<0.95		<0.5	<0.5	<0.5	<0.95	<0.5	<0.5	<0.5	<0.5	<0.95	<0.5	<0.5	<0.5	<0.5	<0.95	100	20
Ethylbenzene	μg/L	<50	<50	<50	<50	<38		<0.5	<0.5	<0.5	<0.38		<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	700	140
sopropylbenzene	µg/L	<20	<20	<20	<20	<48		<0.2	<0.2	<0.2	<0.48		<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	<0.2	<0.2	<0.2	<0.2	<0.48	NS	NS
p-Isopropyltoluene	μg/L	<20	<20	<20	<20	<35		<0.2	<0.2	<0.2	<0.35		<0.2	<0.2	<0.2	<0.35	<0.2	<0.2	<0.2	<0.2	<0.35	<0.2	<0.2	<0.2	<0.2	<0.35	NS	NS
Naphthalene	μg/L	130	<25	<25	<25	<180		<0.25	<.25	<.25	<1.8		<0.25	<.25	<.25	<1.8	<0.25	<0.25	<.25	<.25	<1.8	0.3	<0.25	<.25	<.25	<1.8	40	8.0
n-Propylbenzene	μg/L	<50	<50	<50	<50	<38		<0.5	<0.5	<0.5	<0.38		<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.5	<0.38	NS	NS
Tetrachloroethene	μg/L	<50	<50	<50	<50	<52		8.3	3.6	6.1	9.0		<0.5	<0.5	<0.5	<0.52	<0.5	<0.5	. <0.5	0.74 <sup>J</sup>	<0.52	<0.5	<0.5	<0.5	<0.5	14.6	5.0	0.5
Toluene	μg/L	<20	<20	<20	<20	<46		<0.2	<0.2	<0.2	<0.46		<0.2	<0.2	<0.2	<0.46	<0.2	<0.2	<0.2	<0.2	<0.46	1.1	<0.2	<0.2	<0.2	<0.46	1,000	200
Trichloroethene	μg/L	<20	<20	<20	<20	<44		<0.2	<0.2	<0.2	<0.44		<0.2	<0.2	<0.2	<0.44	<0.2	<0.2	<0.2	0.22 <sup>J</sup>	<0.44	<0.2	<0.2	<0.2	<0.2	<0.44	5.0	0.5
Total Trimethylbenzene	μg/L	218 <sup>J</sup>	<20	<40	<40	<157		<0.2	<0.4	<0.4	<1.57	<u> </u>	<0.2	<0.4	<0.4	<1.57	<0.2	<0.2	<0.4	<0.4	<1.57	0.35 <sup>J</sup>	<0.2	<0.4	<0.4	<1.57	480	96
Vinyl Chloride	μg/L	<20	<20	<20	<20	<20		<0.2	<0.2	<0.2	<0.2		<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	<0.2	0.2	0.02
Xylenes	μg/L	<50	<50	<50	<50	<99		<0.5	<0.5	<0.5	<0.99		<0.5	<0.5	<0.5	<0.99	<0.5	<0.5	<0.5	<0.5	<0.99	0.79 <sup>J</sup>	<0.5	<0.5	<0.5	<0.99	10,000	1,000
Dissolved Gases																												
Methane	μg/L	NA	NA	350	200	470	-	NA	NA	NA	NA		NA	7.1	4.6	11	NA	- NA	NA	NA	NA	NA	NA	NA	NA	NA		<b>医类</b>
Ethane	μg/L	NA	NA	0.03	0.08	0.05	1	NA	NA	NA	NA	-	NA	0.09	0.1	0.2	NA	NA	NA	NA NA	NA	NA	NA	NA	NA	NA		
Ethene	μg/L	NA	NA	0.19	0.13	0.22	-	NA	NA	NA	NA	-	NA ·	0.16	0.07	0.41	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		
Bioremediation Parameters																												
Nitrate	mg/L_	0.051 <sup>B, J</sup>	0.19 <sup>8</sup>	<.5	<.5	<0.03		0.47 <sup>8</sup>	NA	NA	NA		0.57 <sup>8</sup>	<.5	<.5	0.03 <sup>j</sup>	0.12 <sup>8</sup>	L,8080.0	NA	NA	NA	0.071 <sup>8, J</sup>	0.060 <sup>8,3</sup>	NA	NA	NA	ESSENCE:	<b>使用的</b>
Sulfate	mg/L	32 <sup>J</sup>	130	76	180	115		350	NA	NA	NA		380	420	210	193	<10	80	NA	NA	NA	33:	50	NA	NA NA	NA	1.5 m	
Dissolved Manganese	mg/L	0.11	0.30	0.26	0.28	0.148		0.08	NA	NA	NA		0.28	0.27	0.08	0.13	0.04	0.02	. NA	NA	NA NA	<0.00096	0.14	NA	NA ·	NA	A STATE OF THE	4.0
Field Measurements																											1	
Dissolved Oxygen	mg/L	0.73	1.00	0.20	0.29	0.28		1.25	0.21	0.34	1.53		2.60	0.23	1.20	1.26	1.20	1.47	0.17	1.00	0.74J	2.23	2.30	0.30	0.88	0.68	NS	NS
Redox	mV	27	77	-79	72	-131.3		219	-10	90	252.8		224	-33	100	231.4	133	157	-50	90	136	-9	105	21	138	208.4	NS	NS
pH	S.U.	8.2	7.0	7.0	7.0	7.0	-	7.0	7.0	7.0	7.7		7.0	7.0	7.0	7.6	9.0	7.0	7.0	7.0	7.0	12.5	7.0	7.0	7.0	8.8	NS	NS NS
Ferrous Iron	mg/L	0.0	1.0	4.4	1.8	5.0		0.0	0.0	0.0	0.0		10.9	1.8	0.0	1.0	0.2	0.0	1.0	0.0 NA	12.9	15.6	12.2	10.2	NA NA	0.0 12.7	NS NS	NS
Temperature	°C_	15.0	11.1	11.6	NA	15.1		11.6	11.8	NA	15.3		10.9	11.7	NA NA	15.6	12.0	12.2	10.4	NA	12.9	13.0	12.2	10.2	INA	14.1		

B = Analyte was detected in the associated Method Blank.

J = Results reported between the Method Detection Limit and Limit of Quantitation are less certain than results at or above the LOQ.

µg/L = micrograms per liter (equivalent to parts per billion)

mg/L = milligrams per liter (equivalent to parts per million)

mV = millivolts

S.U. = standard pH unit

C = Degree Celsius

NA = Not Analyzed

NS =No Standard

NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard

NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit

Exceedances:

BQLD = concentration exceeds Chapter NR 140 ES

### TABLE 1

#### GROUNDWATER ANALYTICAL RESULTS MARTINO'S MASTER DRY CLEANERS

4700 47TH AVENUE KENOSHA, WISCONSIN

MARTINO'S MASTER DRY CLEANERS

Monitoring Well #		<b></b>		М	W-1			T		M	W-2		_	1	3 MIASTER		W-3			1		MV	V-4		- N			MW-5			NR 140	NR 140
Date	Units	07/31/2003	11/02/2005		7/13/2006	10/30/2006	10/16/2007	07/31/2003	11/02/2005		~	10/30/2006	10/16/2007	07/31/2003	11/02/2005			10/30/2006	10/16/2007	07/31/2003	11/02/2005	T		10/30/2006	10/16/2007	11/02/2005	2/6/2006	7/13/2006	10/30/2006	10/16/2007	ES	PAL
olatile Organic Compoun		0110112000	11102/2000	2002000						-		1	10.10.200				1							1.								-
Benzene	μg/L	0.72	<40	<40	<80	<40	<94	<0.5	<0.2	<0.2	<0.2	<0.2	<0.47	<0.5	<0.2	<0.2	<0.4	<0.4	<0.47	<0.5	<0.2	<0.2	<0.2	<0.2	<0.47	DRY	<0.2	<8	<8	<47	5.0	0.5
-Butylbenzene	µg/L	98.4	<40	<40	<80	<40	<104	<0.5	<0.2	<0.2	<0.2	<0.2	<0.52	<0.5	<0.2	<0.2	<0.4	<0.4	<0.52	<0.5	<0.2	<0.2	<0.2	<0.2	<0.52		<0.2	<8	<8	<52	NS	NS
ec-Butylbenzene	μg/L	99	<50	<50	<100	<50	<72	<0.5	<0.25	<0.25	<0.25	<0.25	<0.36	<0.5	<0.25	<0.25	<0.5	<0.5	<0.36	<0.5	<0.25	<0.25	<0.25	<0.25	<0.36		<0.25	<8	<8	<36	NS	NS
ert-Butylbenzene	µg/L	33.4	<40	<40	<80	<40	<68	<0.5	<0.2	<0.2	<0.2	<0.2	<0.34	<0.5	<0.2	<0.2	<0.4	<0.4	<0.34	<0.5	<0.2	<0.2	<0.2	<0.2	<0.34		<0.2	<10	<10	<34	NS	NS
Chlorobenzene	µg/L	<2.8	<40	<40	<80	<40	<62	<0.5	<0.2	<0.2	<0.2	<0.2	<0.31	<0.5	<0.2	<0.2	<0.4	<0.4	<0.31	<0.5	<0.2	<0.2	<0.2	<0.2	<0.31		0.32 <sup>J</sup>	<8	<8	<31	NS	NS
Chloroform	µg/L	<2.8	<40	<40	<80	<40	<96	<0.14	<0.2	<0.2	<0.2	<0.2	<0.48	<0.14	<0.2	<0.2	<0.4	<0.4	<0.48	<0.14	<0.2	<0.2	<0.2	<0.2	<0.48		<0.2	<8	<8	<48	6.0	0.6
.1-Dichloroethane	µg/L	<0.5	<100	<100	<200	<100	<112	<0.5	<0.5	<0.5	<0.5	<0.5	<0.56	1.06	<0.5	1.0 <sup>J</sup>	<0.1	<0.1	0.58 <sup>3</sup>	<0.5	<0.5	<0.5	<0.5	<0.5	<0.56		<0.5	<20	<20	<56	850	85
is-1.2-Dichloroethene	µg/L	37,700	16,000	19,000	34,000	9,000	21,100	3.11	0.66 <sup>J</sup>	0.82 <sup>J</sup>	0.61	<0.50	<0.68	153	70	270	140	340	197	<0.5	<0.5	<0.5	<0.5	<0.5	<0.68		3.9	<20	<20	<68	70	7.0
rans-1,2-Dichloroethene	µg/L	301	<100	<100	<200	<100	<190	0.5	<0.5	<0.5	<0.5	<0.5	<0.95	16.2	7.6	32	14	34	21.9	<0.5	<0.5	<0.5	<0.5	<0.5	<0.95		<0.5	<20	<20	<95	100	20
thylbenzene	µg/L	26.1	<100	<100	<200	<100	<76	<0.5	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.1	<0.1	<0.38	<0.5	<0.5	<0.5	<0.5	<0.5	<0.38		<0.5	<20	<20	<38	700	140
	µg/L	46.6	<40	<40	<80	<40	<96	<0.5	<0.2	<0.2	<0.2	<0.2	<0.48	<0.5	<0.2	<0.2	<0.4	<0.4	<0.48	<0.5	<0.2	<0.2	<0.2	<0.2	<0.48		<0.2	<8	<8	<48	NS	NS
sopropylbenzene	µg/L	82.6	<40	<40	<80	<40	<70	<0.5	<0.2	<0.2	<0.2	<0.2	<0.35	<0.5	<0.2	<0.2	<0.4	<0.4	<0.35	<0.5	<0.2	<0.2	<0.2	<0.2	<0.35		<0.2	<8	<8	<35	NS	NS
o-Isopropyltoluene	µg/L	361	<50	<50	<100	<50	<360	<2.0	<0.25	<0.25	0.27	0.27	<1.8	<2.0	<0.25	<0.25	<0.5	<0.5	<1.8	<2.0	<0.25	<0.25	<.25	<.25	<1.8		<0.25	<10	<10	<180	40	8.0
laphthalene	µg/L	93.9	<100	<100	<200	<100	<76	<0.5	<0.5	<0.5	<0.5	<0.5	<0.38	<0.5	<0.5	<0.5	<0.1	<0.1	<0.38	<0.5	<0.5	<0.5	<0.5	<0.5	<0.38		<0.5	<20	<20	<38	NS	NS
-Propylbenzene	_	55.1	<100	<100	<200	<100	<104	1.72	1.2	3.4	0.63	2.9	0.72	5.43	2.4	4.8	2.1	4.7	2.7	<0.5	<0.5	3.0	0.8	5.9	3.4		4,800	1,800	9,600	8,500	5.0	0.5
Tetrachloroethene	μg/L	<10	<40	<40	<80	<40	<92	<0.5	<0.2	<0.2	<0.2	<0.2	<0.46	<0.5	<0.2	<0.2	<0.4	<0.4	<0.46	<0.5	<0.2	<0.2	<0.2	<0.2	<0.46		<0.2	<8	<8	<46	1,000	200
Toluene	μg/L		<40	<40	<80	<40	<88	1.75	1.6	2.1	5.3	3.1	5.3	0.53	<0.2	<0.2	<0.4	<0.4	<0.44	<0.5	<0.2	<0.2	<0.2	<0.2	<0.44		13	8	25,	<44	5.0	0.5
Trichloroethene	µg/L	49.5			880	1350	1090		<0.2	<0.2	<0.5		<1.57	_	<0.2	<0.2	<0.8	<0.8	<1.57	<2.0	<0.2	<0.2	<0.4	<0.4	<1.57		<0.2	<16	<16	<157	480	96
Total Trimethylbenzene	µg/L	2,114	721	812				<2.0				<0.5		<2.0					_			<0.2	<0.4		<0.2		<0.2	<8	<8	<20	0.2	0.02
Vinyl Chloride	µg/L	18.4	<40	<40	<80	<40	<40	<0.17	<0.2	<0.2	<0.2	<0.2	<0.2	<0.17	<0.2	<0.2	<0.4	<0.4	<0.2	<0.17	<0.2			<0.2	<0.99		<0.5	<20	<20	<99	10,000	1,000
Xylenes	µg/L	251	<100	<100	<200	210 <sup>J</sup>	78 <sup>3</sup>	<0.5	<0.5	<0.5	<0.5	<0.5	<0.99	<0.5	<0.5	<0.5	<1	<1	<0.99	<0.5	<0.5	<0.5	<0.5	<0.5	<0.99		<0.5	\20	\20	199	10,000	1,000
Dissolved Gases	-													1	1		T						-	T T				44	1 00	20	w # *	
Methane	µg/L	NA	NA	NA	2,200	2,400	3,500	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	5	5.8	0.8	-	NA	14	9.2	3.8	April 1 A	10 S 10 F 20 S
Ethane	μg/L	NA	NA	NA	<0.025	0.14	0.1	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	<0.025	0.09	<0.025		NA	0.07	0.09	0.03	Assessment of	1.1 2004 334
Ethene	μg/L	NA	NA	NA	0.28	0.24	0.77	NA	NA	NA	NA NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA :	<0.025	0.04	0.16		NA	0.24	0.09	0.04		6,7
Bioremediation Parameter	-				_												1 30				1 0 000	0.48				-	T 0.408		Lacri	0.70		
Nitrate	mg/L	NA	0.12 <sup>B</sup>	0.0 <b>61</b> <sup>B,J</sup>	<.5	<.5	<0.03	NA	0.34 <sup>B</sup>	0.060 <sup>B,J</sup>	NA	NA	NA.	NA	0.49 <sup>B</sup>	1.6 <sup>8</sup>	NA	NA	NA	NA	0.22 <sup>8</sup>	2.4 <sup>8</sup>	<.5	3	7.4		0.13 <sup>8</sup>	<.5	0.55	0.78	and the state of the state of	10 to 6-27
Sulfate	mg/L	NA	120	130	0.41	19J	<3.4	NA NA	250	180	NA	NA.	NA NA	NA NA	<0.00096	0.01	NA NA	NA	NA NA	NA NA	0.01	75 0.01	0.01	0.01	126 0.01		0.07	0.08	0.03	0.02		August 19 August
Dissolved Manganese	mg/L	NA	0.18	1.3	0.41	0.81	0.51	NA	0.06	0.17	NA	NA	NA	NA	<0.00096	0.01	NA NA	NA	INA	INA	0.01	0.01	0.01	0.01	0.01		0.07	0.00	0.03	0.02		
Field Measurements	1	0.34	0.69	0.60	0.15	0.22	0.22	0.40	0.95	0.57	0.19	0.39	0.36	3.40	0.88	2.30	0.28	0.68	1.42	4.70	0.99	2.40	0.24	0.75	1.36		2.25	0.33	0.32	0.87	NS	NS
Dissolved Oxygen Redox	mg/L mV	91.3	-78	-18	-132	-45	-98.2	136.2	-58	64	-94	55	-104.7	309.6	20	233	12	150	275.7	300.3	57	182	5	131	264.3		219	36	79	234.9	NS	NS
H	S.U.	7.0	8.4	7.0	7.0	7.0	7.1	7.0	8.0	7.0	7.0	7.0	7.0	7.0	9.0	7.0	7.0	7.0	7.6	7.0	8.5	7.0	7.0	7.0	7.2		7.0	7.0	7.0	7.7	NS	NS
errous Iron	mg/L	4.6	1.6	2.4	5.8	4.0	4.6	0.0	3.0	1.6	4.8	0.0	4.2	0.0	0.2	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	NS	NS
Temperature	°C	11.8	14.7	10.6	11.3	NA	14.1	11.7	14.0	11.1	11.7	NA	13.8	13.9	16.4	11.6	11.2	NA	16.2	12.9	15.6	10.9	11.4	NA	15.2		11.2	11.4	NA	15.6	NS	NS
otoe:		-						X.,																								

B = Analyte was detected in the associated Method Blank.

J = Results reported between the Method Detection Limit and Limit of Quantitation are less certain than results at or above the LOQ.

µg/L = micrograms per liter (equivalent to parts per billion)

mg/L = milligrams per liter (equivalent to parts per million)

mV = millivolts

S.U. = standard pH unit

°C = Degree Celsius

NA = Not Analyzed

NS =No Standard

NR 140 ES = Wisconsin Administrative Code, Chapter NR 140 Enforcement Standard

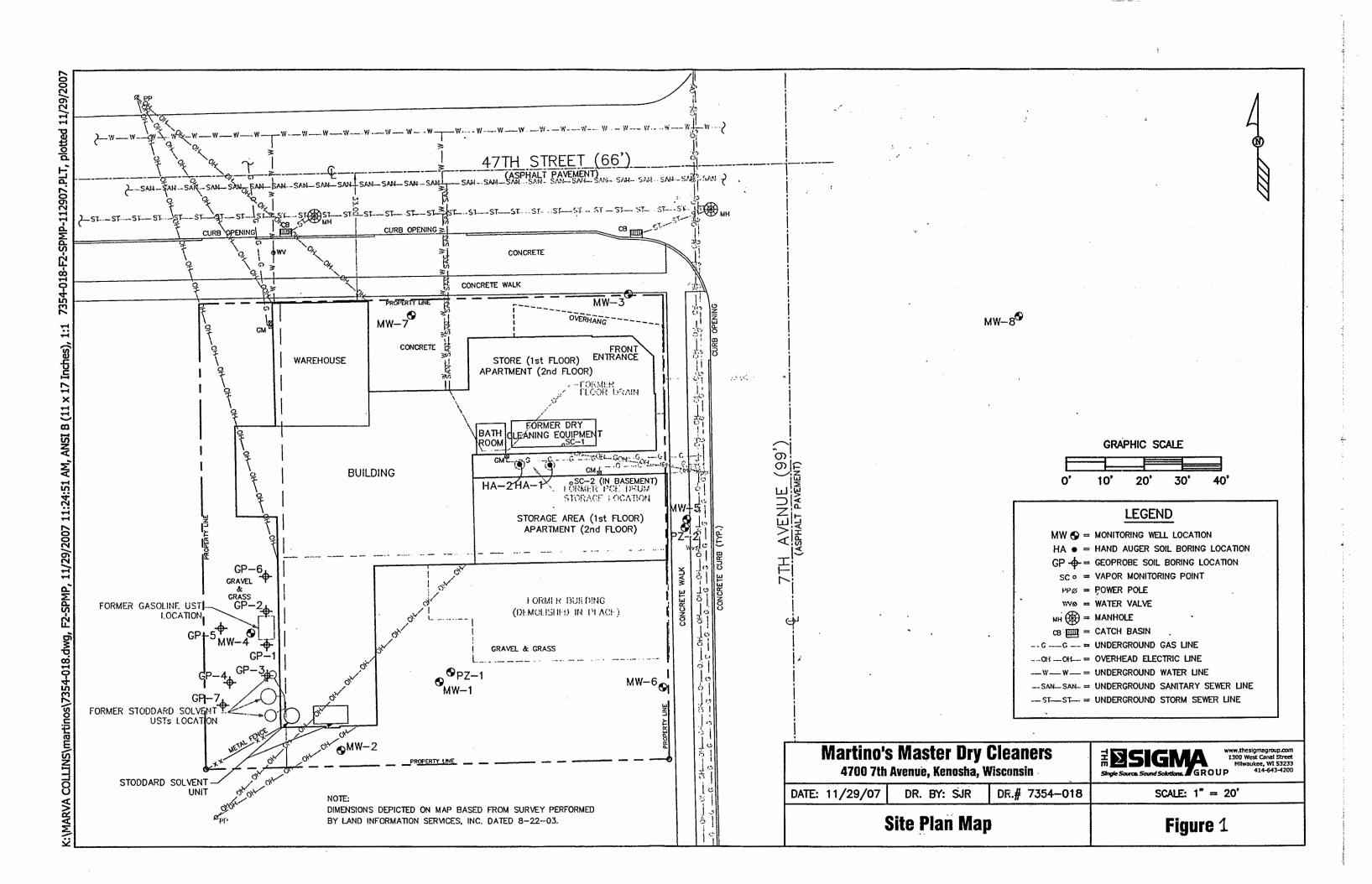
NR 140 PAL = Wisconsin Administrative Code, Chapter NR 140 Preventive Action Limit

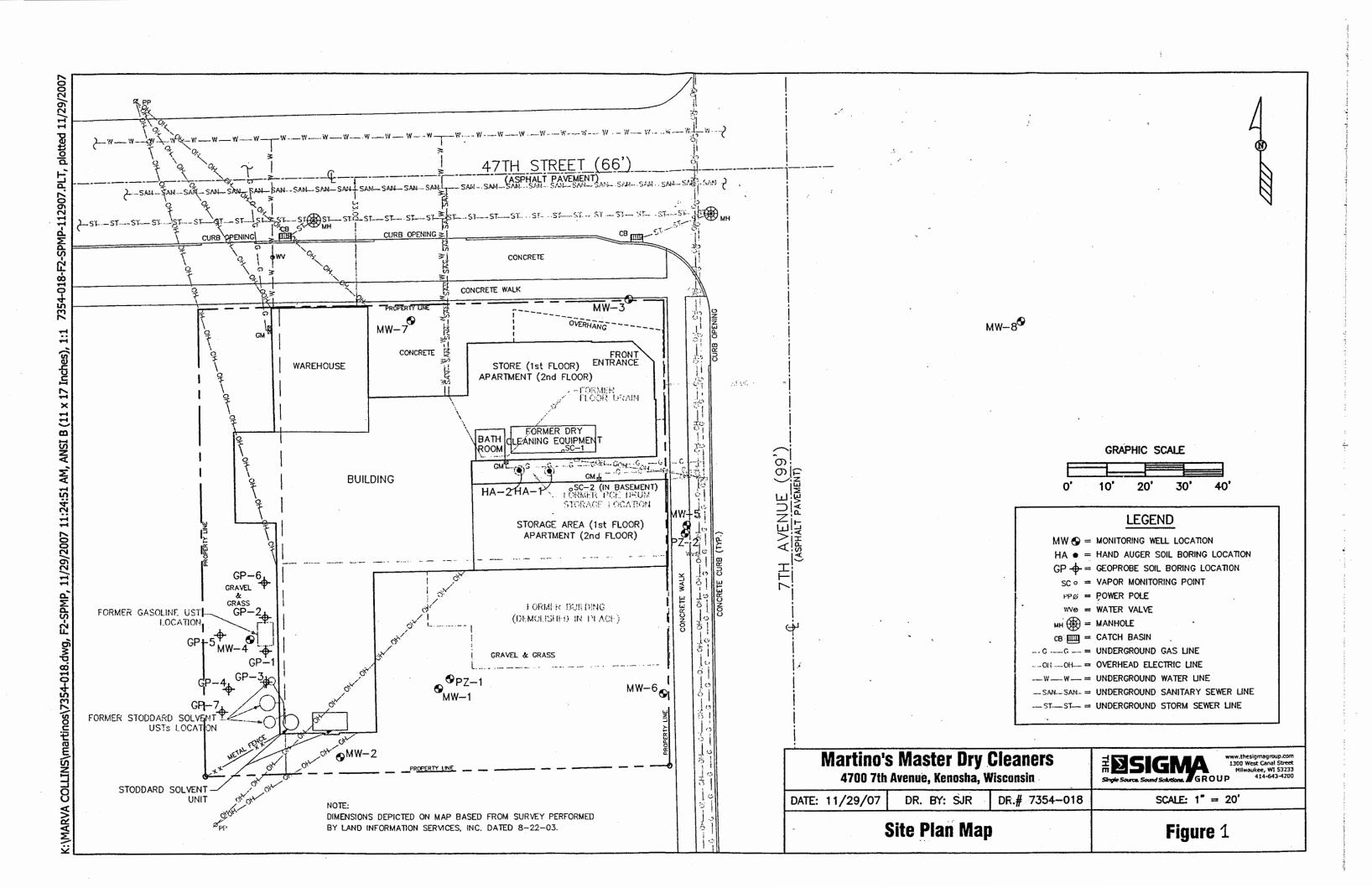
Exceedances:

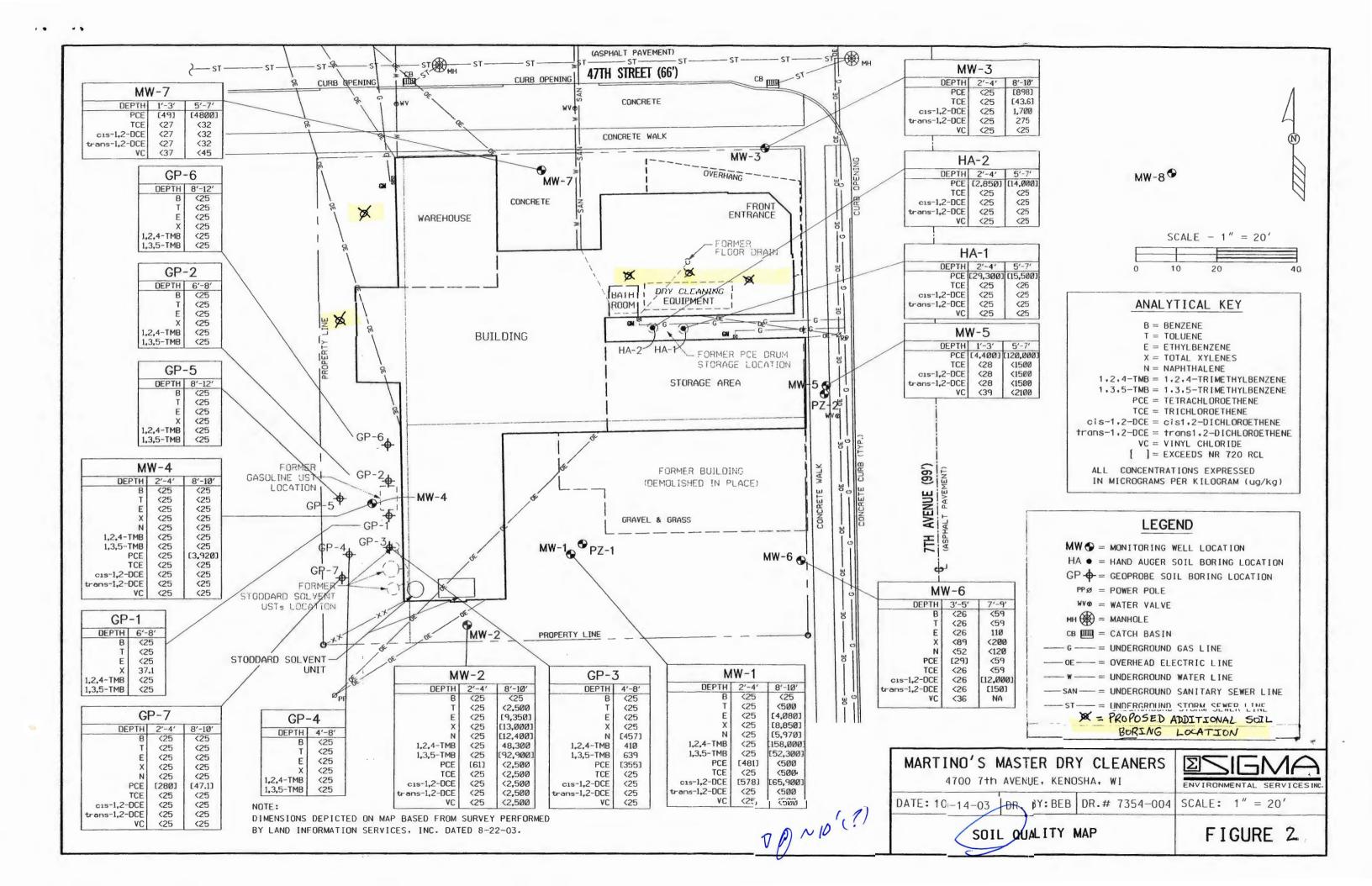
BOLD = concentration exceeds Chapter NR 140 PS

# TABLE 2 SUMMARY OF AIR SAMPLING RESULTS MARTINOS DRYCLEANERS 4700 7th AVENUE, KENOSHA, WI

Date	Location	PCE Concentration (µg/m3)	EPA Region III risk-based concentration for PCE in residential setting (μg/m3)
8/2006	Below store slab	401,000	
8/2006	Below basement floor	30,600	
12/2006	outdoors	Not detected	
10/2007	Inside basement	259	0.31
12/2006	Inside store	2,191	0.31
10/2007	Inside store	855	0.31
12/2006	Inside 1 <sup>st</sup> floor – S building	401	0.31
10/2007	Inside 1 <sup>st</sup> floor – S building	643	0.31
12/2006	Inside apartment above store	2,687	0.31
10/2007	Inside apartment above store	1,280	0.31
12/2006	Inside apartment – 2 <sup>nd</sup> floor S building	300	0.31
10/2007	Inside apartment – 2 <sup>nd</sup> floor S building	414	0.31







# ATTACHMENT A Interim Action Bids

### RADON ABATEMENT INC

### **Commercial Environmental Division**

### SERVICING SOUTHERN WISCONSIN

1938 South 71<sup>st</sup> Street West Allis Wisconsin 53219

414-546-3691

Toll Free Outside Milwaukee Metropolitan Area 1-866-546-3691

Radon Abatement is a nationally certified radon measurement and mitigation company. It is certified by the National Radon Proficiency Program and the National Radon Safety Board. It is compliant with all the rules and regulations set by the National Environmental Protection Agency (EPA), the National Environmental Health Association, the National Radon Safety Board and the American Association of Radon Scientists and Technicians. Radon Abatement mitigates all other forms of ambient air from buildings.

### AMBIENT AIR REMEDIATION PROPOSAL/AGREEMENT

Date: 010908

Proposed date of Mitigation: To be determined

Contact:

The Sigma Group

Remediation Location: 4700 7<sup>TH</sup> Avenue

Sigma Environmental Services

Kenosha, WI

Staff Engineer, Stephan Meer

1300 West Canal Street Milwaukee, WI 53233

Phone: 414-643-4200

Fax: 414-643-4210

smeer@thesigmagroup.com

**Tester: Sigma Environmental Services** 

The dry cleaner building located at 4700 7th Street in Kenosha Wisconsin was evaluated for ambient air remediation on January 4, 2008. The two story commercial building was constructed slab on grade. It became evident that the two forced air heating units (one for each floor) were together in the same utility room on the ground floor. This was allowing for make-up air exchange from the first floor to the second. It became obvious that if the sub-soil source of ambient air was mitigated there will be no production of hazardous air to the first floor, and thus no exchange to the second floor. Sub soil depressurization was determined to be the most effective and efficient means of remediation.

# ALL OF THE CHECKED ITEMS ARE PROPOSED FOR USE IN AN ACTIVE SUB-SOIL DEPRESSURIZATION SYSTEM:

(X) Install venting to carry gas out and above building roof eave on the south side of building. The draw pit will be located internally in the building, along the south wall.

### Page 1 of 3

The vent pipe will be four (4) inch schedule 40 PVC pipe. It will be secured to the draw point,

exit out the side wall and then secured to the outside wall as it is carried above the eave of the roof.

- (X) Install an ambient air ventilation suction fan on the external south wall.

  The specific fan will be determined at the site following initial borings and draw-pit excavation and soil evaluation. The fan has a limited five year warranty.
- (X) The fan will be mounted on the south face of the building's exterior wall.
- (X) An electric disconnect will be mounted on the south exterior wall adjacent to fan. It will gain power from its own 15 amp circuit breaker in the main electric panel box.
- (X) Caulk and seal floor where needed.
- (X) Seal floor penetrations that could affect sub-slab depressurization efficiency.
- (X) Clean the floor along the south wall adjacent to the draw point.
- (X) Post mitigation testing will be performed by Sigma Environmental services.

Note: RA's liability is limited to the factory warranties on the equipment installed. All labor is to be performed as stated in this agreement. It is to be completed in an experienced contractor-like manner.

Work to be completed, in said building, for the sum of One-thousand, eight hundred dollars (\$1,850.00). Payment will immediately follow the installation of the remediation system, unless prior arrangements are made.

Submitted by Radon Abatement, Inc. owners, Thomas J. Heine and Richard E. Drew

In the event that any of the terms of this contract are not breached, including and not limited to the fee for parts and labor; RA will be entitled to collect collection fees, attorney fees and interest set at 18% per annum.

No changes may be made in stated installation specifications without written contract and associated charges above the proposed estimate of cost. If any changes are made to the home in the form of remodeling or natural damage, RA can not be held liable for the damage to the system. Client will inform Radon Abatement of the same. RA holds the right to make adjustments to proposed costs, if upon viewing and analyzing the work site, the contractor determines that additional material, labor, and mechanicals would be necessary to assure the proficiency and safety of the system. Client will be informed at that time, and required to approve all of the same.

This Mitigation Proposal may be withdrawn, if not accepted in 30 days from the date of the proposal, by Radon
Abatement. I am satisfied with the above price, conditions and specifications of installation, and fully accept the
same. I will make payments as described above.

Replacement of any failed fans, beyond manufacturer's warranty, will be at retail price at the time of replacement, plus labor.

Signature	Date:	
Print name		
Sigma Environmental Services Representative		

Note: Please call Radon Abatement to confirm contracting and fax a signed copy to 414-425-5033.



FA	CSIMILE TRANSMITTAL SHEET
To: Stephen Meet	<sup>FROM:</sup> C <b>harlie Willkomm</b>
COMPANY: The Sigma Group	DATE: 1/11/2008
FAX NUMBER: 414-643-4210	TOTAL NO. OF PAGES INCLUDING COVER:
PHONE NUMBER: 414-643-4124	
Ambient Air Remediat	ion
☐ URGENT	w 🗖 please comment 🔲 please reply 🔲 please recycle
NOTES/COMMENTS:	

(262) 878-0634 Fax: (262) 878-0652



P.O. Box 438 • 17108 County Line Road • Union Grove, WI 53182 (262) 878-0634 • Fax: (262) 878-0652

www.smi-hvac.com

January 10, 2008

Mr. Stephen Meer Sigma Group 1300 West Canal St. Milwaukee, WI 53233

#### Stephen Meer:

We are pleased to give you a quote for the Ventilating work for the Radon Reduction at 4700 7th St. Kenosha. We had talked about installing an Air to Air Exchanger to clear the air in the Laundry Mat Facility, but after reviewing the air changes that would be required to clear the air in the facility at 6 air changes per hour your better choice is probably going to be the Soil Depressurization System. There are 2 options to follow with a description and illustration to follow including labor and parts as specified below.

#### Air to Air Exchanger

- Installation of the 1,400 cfm Air to Air Exchanger and Electric Duct heater in the back room or Laundry Area toward the south of the store. "This unit is larger than first anticipated and only needed for the lower level of the building."
  - Installation of the ductwork in the store.
  - · Installation of the louvers for the fresh air and exhaust air.
  - · Installation of the controls.
  - · Start up and set up.
  - Air Balancing.
  - · All permits.

### Active Soil Depressurization

- Installation of the 220 cfm Exhaust Fan outside on the south side of the building or inside on the south side of the store, mount the U-Tube Manometer in the store.
  - Bust the floor out in 2 places on opposite ends of the store.
  - Installation of the PVC piping from the to floor locations to the fan exhausting above the roof.
  - · Start up and set up.
  - · Air Balancing.
  - · All permits.

The total sum of this quote to perform the above listed work would be ......\$8,255.00

Notes: 1. The above pricing is good for 30 days from the date of 1-10-08 2 The line voltage electrical is not included in this quote.

Thank you for the opportunity to give you a quote for this project.

ali Win

Sincerely,

Charlie Willkomm

01/10/2000 14:10

4144383273

United States Environmental Protection Office of Research and Development Washington DC 20460

AUER STEEL

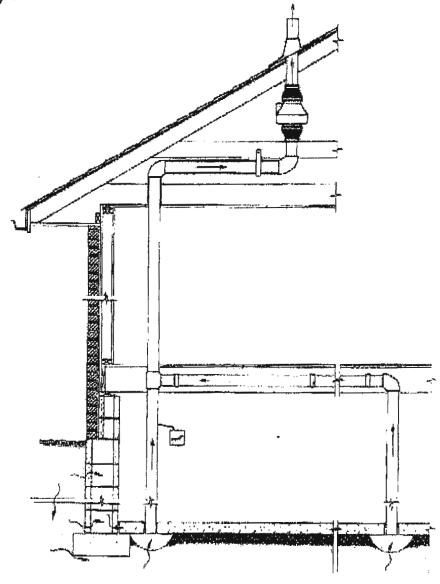
EPA/625/P-93/011 October 1993



# Radon Reduction Techniques for Existing Detached Houses

### Technical Guidance

(Third Edition) for Active Soil Depressurization Systems



01/10/2008 14:10 4144383273

AUER STEEL

PAGE 04/07

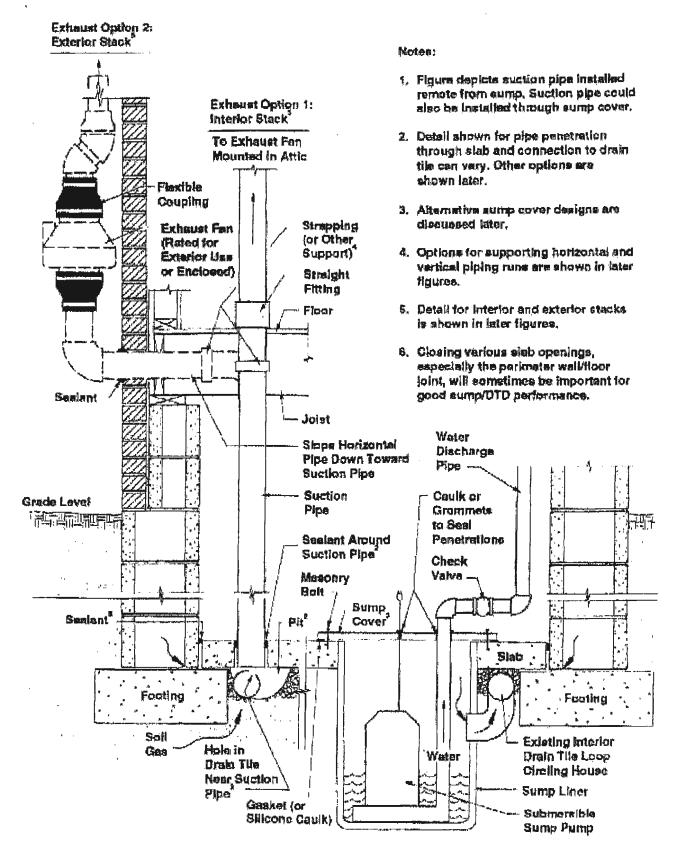


Figure 3. Drain-tile depressuntation (DTD) where the Was drain to a sump in the basement.

# ATTACHMENT B Detailed Cost Estimate

# ATTACHEMENT B COST ESTIMATE (PAGE 1 of 2)

Interim Action Activities
Martino's Master Drycleaners
4700 7th Avenue, Kenosha, WI

PROFESSIONAL SERVICES										
Vork Plan										
			Comments .							
Project Manager	6 hrs @	\$115 /hr	\$690 Develop scope/work plan							
3			Solicit lab bids, prepare for field							
Staff Geologist/Engineer	20 hrs @	\$75 /hr	\$1,500 activities.							
		Nork Plan subtotal	\$2,190							
ield Work										
Field Technician	10 hrs @	\$65 /hr	\$650 Site time-air sampling							
		subtotal	\$650							
Equipment & Expenses (inc	l. sampling		\$50 Mileage							
equipment and materials)		subtotal	\$50							
	F	ield Work subtotal	\$700							
<u>Report</u> Senior Geologist	1 hrs @	\$140 /hr	\$140 Sr. review							
Project Manager	2 hrs @	\$115 /hr	\$230							
Staff Geologist/Engineer	4 hrs @	\$75 /hr	\$300 Draft and final report							
CADD	1 hrs @	\$65 /hr	\$65							
Office Support	1 hrs @	\$40 /hr	\$40							
Office Support										
		Report subtotal	\$775							
-		,								
Project Management										
Project Manager	3 hrs @	\$115 /hr	<i>\$345</i>							

			COMMODITY SE	RVICES	
Subcontractor Services				<u>Comments</u>	
<u>Laboratory Services</u>					
VOCs	2	@	\$250 /sample	\$500	
TOTAL COST COMMOD	ITY SE	RVI	CES	\$500	
	то	ΓAL	PROJECT COST	\$4,510	

### Drews, Mark D - DNR

From:

Drews, Mark D - DNR

Sent:

Tuesday, January 29, 2008 10:02 AM

To:

Michelle L. Williams; Rheineck, Bruce D - DHFS

Cc:

Drews. Mark D - DNR

Subject:

RE: Martinos

#### Michelle,

If this is considered an interim action (which is more likely), then there is no specific requirement for 3 bids -- the bid requirements are really decided by the DNR PM. Please submit a change order request including additional vapor sampling to confirm that the work to be completed will take care of the vapors in the building. Send to Vicky and copy the City of Kenosha (Brad Wozniak) and DHFS.

Also make sure the bid includes a pressure measurement device (such as a U-tube manometer or other instrument) that provides a constant measure of the pressure difference between the indoor and sub-slab pressure. This will allow the tenants to check the system to make sure it is operating.

Mark Drews, P.G. Hydrogeologist Wisconsin Department of Natural Resources Remediation and Redevelopment 141 NW Barstow St., Room 180 Waukesha, WI. 53188 phone 262-574-2146, fax 262-574-2128

----Original Message----

From: Michelle L. Williams [mailto:mwilliam@reinhartlaw.com]

Sent: Monday, January 28, 2008 12:57 PM

To: Drews, Mark D - DNR Cc: Tim Wimmer; Stephen Meer

Subject: FW: Martinos

This is the 1st of 2 e-mails, though the 2nd e-mail is from a contractor who would not bid on the project. We just want to make sure that we will be DERF compliant with only 2 bids. Also, we need to rely on DNR/DHFS experience in selecting the best proposal.

Thanks,

Michelle Williams

New mailing address EFFECTIVE 10/5/07:

Michelle Williams Environmental Consultant Reinhart Boerner Van Deuren PO Box 2265 N16 W23250 W. Stone Ridge Drive Suite 1 Waukesha, WI 53188

Telephone: 262-951-4599

262-951-4690 Fax: E-mail: mwilliam@reinhartlaw.com

----Original Message----

From: Stephen Meer [mailto:smeer@thesigmagroup.com]

Sent: Wednesday, January 16, 2008 1:44 PM

To: Michelle L. Williams

Cc: Tim Wimmer Subject: Martinos

Michelle,

Attached are the two cost estimates we received for air remediation at Martino's. I am expecting a third bid but I most likely won't get it till next week, so I wanted to pass these on. Call me or Tim with any questions.

Stephen R. Meer, E.I.T. Staff Engineer Sigma Environmental Services 1300 W. Canal St. Milwaukee, WI 53233 direct: (414) 643-4124 mobile: (414) 588-4962

Any advice expressed in this writing as to tax matters was neither written nor intended by the sender or Reinhart Boerner Van Deuren s.c. to be used and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. If any such tax advice is made to any person or party other than to our client to whom the advice is directed and intended, then the advice expressed is being delivered to support the promotion or marketing (by a person other than Reinhart Boerner Van Deuren s.c.) of the transaction or matter discussed or referenced. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

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### RADON ABATEMENT INC

### **Commercial Environmental Division**

### SERVICING SOUTHERN WISCONSIN

1938 South 71st Street West Allis Wisconsin 53219

414-546-3691

Toll Free Outside Milwaukee Metropolitan Area 1-866-546-3691

Radon Abatement is a nationally certified radon measurement and mitigation company. It is certified by the National Radon Proficiency Program and the National Radon Safety Board. It is compliant with all the rules and regulations set by the National Environmental Protection Agency (EPA), the National Environmental Health Association, the National Radon Safety Board and the American Association of Radon Scientists and Technicians. Radon Abatement mitigates all other forms of ambient air from buildings.

### AMBIENT AIR REMEDIATION PROPOSAL/AGREEMENT

Date: 010908

Proposed date of Mitigation: To be determined

Contact:

The Sigma Group

Remediation Location: 4700 7<sup>TH</sup> Avenue

Sigma Environmental Services

Kenosha, WI

Staff Engineer, Stephan Meer

1300 West Canal Street Milwaukee, WI 53233

Phone: 414-643-4200

Fax: 414-643-4210

smeer@thesigmagroup.com

**Tester: Sigma Environmental Services** 

The dry cleaner building located at 4700 7th Street in Kenosha Wisconsin was evaluated for ambient air remediation on January 4, 2008. The two story commercial building was constructed slab on grade. It became evident that the two forced air heating units (one for each floor) were together in the same utility room on the ground floor. This was allowing for make-up air exchange from the first floor to the second. It became obvious that if the sub-soil source of ambient air was mitigated there will be no production of hazardous air to the first floor, and thus no exchange to the second floor. Sub soil depressurization was determined to be the most effective and efficient means of remediation.

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(X) Install venting to carry gas out and above building roof eave on the south side of building. The draw pit will be located internally in the building, along the south wall.

### Page 1 of 3

The vent pipe will be four (4) inch schedule 40 PVC pipe. It will be secured to the draw point,

exit out the side wall and then secured to the outside wall as it is carried above the eave of the

- (X) Install an ambient air ventilation suction fan on the external south wall. The specific fan will be determined at the site following initial borings and draw-pit excavation and soil evaluation. The fan has a limited five year warranty.
- (X) The fan will be mounted on the south face of the building's exterior wall.
- (X) An electric disconnect will be mounted on the south exterior wall adjacent to fan. It will gain power from its own 15 amp circuit breaker in the main electric panel box.
- (X) Caulk and seal floor where needed.

roof.

- (X) Seal floor penetrations that could affect sub-slab depressurization efficiency.
- (X) Clean the floor along the south wall adjacent to the draw point.
- (X) Post mitigation testing will be performed by Sigma Environmental services.

Note: RA's liability is limited to the factory warranties on the equipment installed. All labor is to be performed as stated in this agreement. It is to be completed in an experienced contractor-like manner.

Work to be completed, in said building, for the sum of One-thousand, eight hundred dollars (\$1,850.00). Payment will immediately follow the installation of the remediation system, unless prior arrangements are made.

Submitted by Radon Abatement, Inc. owners, Thomas J. Heine and Richard E. Drew

In the event that any of the terms of this contract are not breached, including and not limited to the fee for parts and labor; RA will be entitled to collect collection fees, attorney fees and interest set at 18% per annum.

No changes may be made in stated installation specifications without written contract and associated charges above the proposed estimate of cost. If any changes are made to the home in the form of remodeling or natural damage, RA can not be held liable for the damage to the system. Client will inform Radon Abatement of the same. RA holds the right to make adjustments to proposed costs, if upon viewing and analyzing the work site, the contractor determines that additional material, labor, and mechanicals would be necessary to assure the proficiency and safety of the system. Client will be informed at that time, and required to approve all of the same.

This Mitigation Proposal may be withdrawn, if not accepted in 30 days from the date of the proposal, by Radon Abatement. I am satisfied with the above price, conditions and specifications of installation, and fully accept the same. I will make payments as described above.

Replacement of any failed fans, beyond manufacturer's warranty, will be at retail price at the time of replacement, plus labor.

Signature	 Date:	
Print name		
Sigma Environmental Services Representative		

Note: Please call Radon Abatement to confirm contracting and fax a signed copy to 414-425-5033.



SMI

FAC	CSIMILE TRANSMITTAL SHEET	
To: Stephen Meer	FROM: Charlie Willkomm	
COMPANY: The Sigma Group	DATE: 1/11/2008	
PAX NUMBER: 414-643-4210	TOTAL NO. OF PAGES INCLUDIN 4	G COVER:
PHONE NUMBER: 414-643-4124		, , , , , , , , , , , , , , , , , , , ,
Ambient Air Remediati	on.	
☐ URGENT FOR REVIE	W ☐ PLEASE COMMENT ☐ PLEASE REPLY	□ PLEASE RECYCLE
NOTES/COMMEN'TS:		





www.smi-hvac.com

P.O. Box 438 • 17108 County Line Road • Union Grove, WI 53182 (262) 878-0634 • Fax: (262) 878-0652

January 10, 2008

Mr. Stephen Meer Sigma Group 1300 West Canal St. Milwaukce, WI 53233

Stephen Meer:

We are pleased to give you a quote for the <u>Ventilating work for the Radon Reduction at 4700 7<sup>th</sup> St. Kenosha.</u> We had talked about installing an Air to Air Exchanger to clear the air in the Laundry Mat Facility, but after reviewing the air changes that would be required to clear the air in the facility at 6 air changes per hour your better choice is probably going to be the Soil Depressurization System. There are 2 options to follow with a description and illustration to follow including labor and parts as specified below.

Air to Air Exchanger

- Installation of the 1,400 cfm Air to Air Exchanger and Electric Duct heater in the back room or Laundry Area toward the south of the store. "This unit is larger than first anticipated and only needed for the lower level of the building."
  - Installation of the ductwork in the store.
  - Installation of the louvers for the fresh air and exhaust air.
  - · Installation of the controls.
  - · Start up and set up.
  - Air Balancing.
  - · All permits.

#### Active Soil Depressurization

- Installation of the 220 cfm Exhaust Fan outside on the south side of the building or inside on the south side of the store, mount the U-Tube Manometer in the store,
  - Bust the floor out in 2 places on opposite ends of the store.
  - Installation of the PVC piping from the to floor locations to the fan exhausting above the roof.
  - · Start up and set up.
  - · Air Balancing.
  - All permits.

The total sum of this quote to perform the above listed work would be ......\$8,255.00

Notes: 1. The above pricing is good for 30 days from the date of 1-10-08

2 The line voltage electrical is not included in this quote.

Thank you for the opportunity to give you a quote for this project.

Sincerely.

Marlie Wilkomm

4144383273

United States Environmental Prutectiva Agency

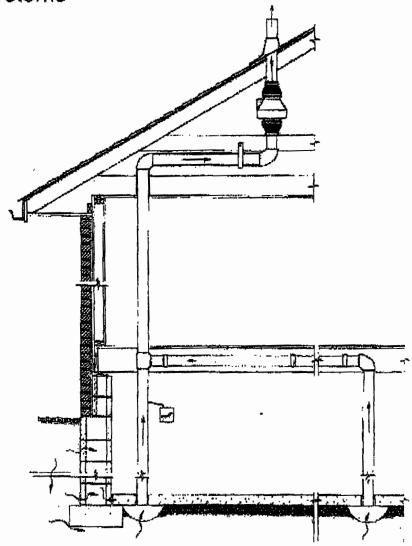
Office of Research and Development Washington DC 20460 EPA/625/A-93/011 October 1993



### **Radon Reduction Techniques for Existing Detached Houses**

### Technical Guidance

(Third Edition) for Active Soil Depressurization Systems



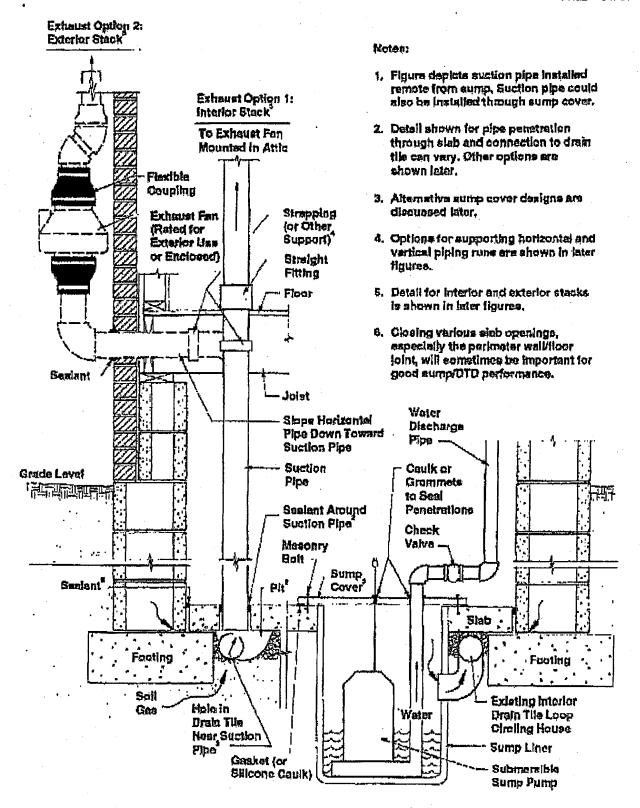


Figure 3. Orah. Sie depressumzation (DTD) where the third drain to a sump in the basement.



### When you want the best, Guaranteed

### FAX COVER SHEET

SEND TO	From
Company name	
THE SIGMA GROUP	RYAN SCHNAARE
Attention	Date
STEVE	JANUARY 25, 2008
Office location	Office location
MILWAUKEE	KENOSHA, WI
Fax number	Phone number
414-643-4210	262-656-1945

URGENT	URGENT	URGENT	URGENT	URGENT
Total pages, including cover:		2	•	
COMMENTS				
with this project. The very sorry for wasting	but after my engineer invey have advised me to do no your time. I wish I was	o the same which I have able to advise you to ca	e decided to not get invol	ved with this and I am It could help you but I
am unaware of anyon have attached with	one who can do this. If y this the letter from my e	ou have any questions on ngineer advise me to st	give me a call at the offic ay away from this projec	e @ 262-656-1945. t
Thank you				
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	True			

### Mid-Way Supply, Inc 2502 Deborah Ave Zion, IL 60099

Dennis L. Gibbs
Direct Phone 847-379-9029
Fax 847-872-5494
e-mail DENNISGIB8S@MID-WAYSUPPLY.COM

Mr Ryan Schnaare Schnaare's HVAC LLC. Kenosha, WI

January 17, 2008

Dear Ryan:

After examining the documents that you sent regarding the dry cleaners and the apartment above, I have reluctantly come to the conclusion that we do not wish to get involved with this project.

The concentrations shown are approximately 8,600 times the permissible level. I think you need to hire an expert to remediate this problem. The State of Wisconsin would not accept any plans that I drew without calculations to support the answer I arrived at, and I do not know how to do those calculations.

I have no idea what the instantaneous contamination rate of the PCE is, nor do I know how much dilution to sufficiently control it.

My original advice stands: Run away from this job. It is a disaster waiting to happen. In addition, did you note that 50% of your payment would be withheld until you proved that your solution met the stated requirements?

Thanks,

Dennis L. Gibbs Senior Engineer Mid-Way Supply, Inc.