

November 8, 2007

Project Reference #10750

Mr. Douglas Berry
BMP Realty
3319 Nobb Hill Drive
Racine, WI 53406

RE: Proposal for DERF Site Investigation
Martinizing Dry Cleaning
1730 State Street
Racine, Wisconsin

Dear Mr. Berry:

Sigma Environmental Services, Inc. (Sigma) is pleased to submit this proposal to BMP Realty (Client) for a DERF site investigation at the property identified as Martinizing Dry Cleaning (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 Proposed Soil Boring/Monitoring Well Location Map
- Appendix A Project Team Resumes
- Appendix B Certificate of Insurance
- Appendix C WDNR DERF Site Investigation Work Sheets
- Appendix D Sigma Environmental Services, Inc. Agreement and Work Authorization Form

PROJECT BACKGROUND

Sigma has reviewed a Phase II Environmental Site Assessment Report (Phase II) prepared by Northern Environmental (Northern) which was provided with the request for proposal (RFP), and conducted a site visit on October 23, 2007 to prepare this proposal.

The site is identified as 1730 State Street, Racine, Wisconsin and is situated on the northeast intersection of State Street and West Street. The site has low relief with the general topography gently sloping toward the southwest. Surface water in the vicinity of the site likely drains to the Root River located approximately 400 feet west of the site. Land north of the site is mixed commercial/industrial use. State Street, West Street and Blake Avenue border the site to the west, south and east, respectively.

The building on site is a one-story commercial structure constructed without a basement. The north side of the building borders the property boundary between the Site and adjacent lot. The dry cleaning equipment was previously located on the north end of the building.

The Phase II activities completed by Northern consisted of three shallow soil borings and one temporary groundwater sampling well. Two borings were advanced inside the building where the former dry cleaning equipment was used and third soil boring drilled adjacent to a door located on the northwest side of the building. The temporary well was installed in an interior boring. Soil borings were generally advanced to a depth of two to eight feet below ground surface (bgs). The general geology at the site consists of sand and gravel fill.

Limited information on the site groundwater characteristics was present in the Phase II report. Generally, saturated conditions were encountered at a depth of 7 to 8 feet during drilling activities.

The results from the Phase II identified CVOCs typical of dry cleaning operations. Soil samples collected from soil borings B-1, B-2 and B-3 contained chlorinated volatile organic compound (CVOC) contamination. Tetrachloroethene levels ranged between 46,000 to 360,000 parts per billion. The groundwater sample result also indicated CVOC contamination above the NR 140 Enforcement Standard.

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

SCOPE OF WORK

The proposed project approach and scope of investigation for the CVOC environmental issue requiring further site characterization is outlined below. *Figure 1* depicts the proposed soil borings and monitoring well locations.

Site Investigation Work Plan Preparation and Submittal

Upon the Client's 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's 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

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

The proximity of CVOC contamination identified in soil borings B-3, and the close proximity of the north property boundary indicate that the potential for off site contamination exists; therefore, investigation activities will be conducted on property not owned by the Client. Sigma, will identify and contact in writing, the off site property owner to the north requesting access to their property for the purpose of conducting soil and possible groundwater sampling. If access is not granted, Sigma will notify the WDNR and discuss possible alternative boring locations to complete the investigation.

Site Investigation

Sigma's approach to the site investigation is to utilize existing Phase II data generated by Northern. A review of the Phase II data identified CVOC compounds in the shallow soil (less than 2 feet bgs) and to groundwater (7 feet bgs). Based on this information, the source of the CVOC impacts is likely associated with historical releases from the dry cleaning equipment

inside the building and the release of Tetrachloroethene at the north exit outside of the building. Sigma proposes a multi-phased approach to characterize the on site and off site lateral extent of soil impacts, evaluate groundwater quality and vapor migration.

Interior Soil Boring and Geoprobe Assessment

- Assess migration pathways and the potential for impact to receptors. The assessment will include evaluation for underground utilities that are in the area and subsurface features where vapors may collect.
- Three interior soil borings will be advanced through the concrete floor slab to evaluate the degree and extent of CVOC impacts below the building. Portable drilling equipment will be utilized to advance borings 8 to 10 feet below the top of the floor slab. Soil samples will be collected at 2 foot intervals and field screened with an organic vapor meter (OVM). Two soil samples (6 total) will be analyzed for VOCs.
- Nine (9) Geoprobe soil borings will be drilled to a depth of 15 feet bgs or 5 feet into groundwater, whichever ever comes first. The approximate locations of the soil borings are depicted on *Figure 1*. The purpose of these soil borings is to characterize the extent and magnitude of CVOC contamination beneath the site. The selection of samples for laboratory analysis will be based on visual and OVM field screening levels. A minimum of two soil samples per boring will be analyzed for VOCs. For the purpose of this proposal, Sigma estimates 18 Geoprobe soil samples will be analyzed for VOCs.
- Temporary monitoring wells will be installed in six (five exterior and one interior) of the proposed soil borings. Groundwater samples collected for analysis of VOCs. Following the sampling activities, the temporary wells will be removed and all boreholes will be abandoned in accordance with NR 141.

Monitoring Well/Piezometer Installation and Sampling

- To assist in the evaluation of groundwater quality, four shallow monitoring wells will be installed on site to evaluate the lateral extent of groundwater contamination. The monitoring wells will be installed to a completed depth of 15 feet. A piezometer will be installed to a depth of 27 feet and located adjacent to a shallow well near the source area to identify the potential vertical migration of VOCs in groundwater.
- The monitoring wells/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, four rounds of groundwater samples will be collected from the four monitoring wells and one piezometer 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.
- One round of groundwater samples will be collected and analyzed for dissolved gases (ethane, ethane, and methane) and total organic carbon (TOC).

- The well network will be surveyed depicting property boundaries, important surface features, utility corridors, well/soil boring location, and top of casing elevations. This information will be used to evaluate general groundwater flow direction and gradients.

Soil Vapor Assessment

- To evaluate the potential for vapor entering the building, Sigma will install one sub slab vapor probe in the floor near the former location of the dry cleaning equipment. The probe will be installed by drilling a ½ inch diameter hole through the floor slab. A sample port will be placed into the hole and sealed with grout. A vapor sample will be collected using a SUMMA canister and submitted to a laboratory for analysis of VOCs.

Data Evaluation

Sigma will provide periodic verbal status reports to the Client following the receipt and summarization of laboratory data into tables and on to maps. These verbal reports will include a discussion of the investigation results, progress and schedule of future activities and recommendations to alter the investigation, as necessary.

Site Investigation Report

Based on the results of the investigation, Sigma will prepare a Site Investigation Report in accordance with NR 716. The report will include procedures, a summary of the analytical data collected, present geologic and hydro geologic 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 seven drums of soil and five 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 all waste will be characterized as a non-hazardous waste and will be disposed under a "contained-out" determination by the WDNR.

Project Management

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

Site Safety and Quality Assurance / Quality Control Plan

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

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

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

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

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

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

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

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

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Firm Profile

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

- Air Emissions Management
- Asbestos Management
- Facility Engineering
- Investigation and Remediation

- Pollution Prevention
- Waste Management
- Wastewater/Storm Water Management
- Real Estate and Development
- Storage Tank Management

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

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

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

Project Team

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

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

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

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

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⁺⁺ by A.M. Best and part of the American International Group.

In addition, all commodity service providers (drillers, laboratories, etc.) will also be required to maintain \$1 million in professional environmental liability insurance for all project work. Commodity service providers are required by Sigma to:

- provide insurance coverage by a firm that has an A.M. Best rating of at least A + +;
- notify the consultant immediately if the insurance coverage required is interrupted, suspended, lapsed or terminated for any reason;
- indemnify consultant or Owner for all commodity service costs in question determined to be ineligible for PECFA reimbursement by the PECFA staff due to commodity service providers failure to maintain the required insurance coverage;
- and, honor unit costs for one calendar year starting on the first day work is performed.

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, acceptance of the off site access agreements, and availability of subcontractors.

Project Budget and Invoicing

The estimated cost to complete all phases of work proposed is \$27,312.50. 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

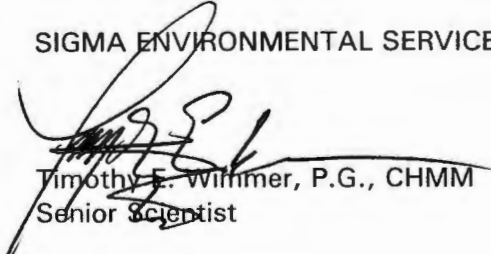
The following certification statements are made.

- 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.

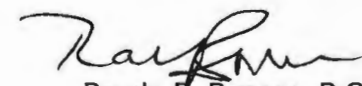
We are looking forward to working with you on this project. Should you have any questions or require further definition of the work proposed, please contact us at your convenience. My direct number is 414.643.4139.

Sincerely,

SIGMA ENVIRONMENTAL SERVICES, INC.



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



Randy E. Boness, P.G.
Manager - Geoscience Group

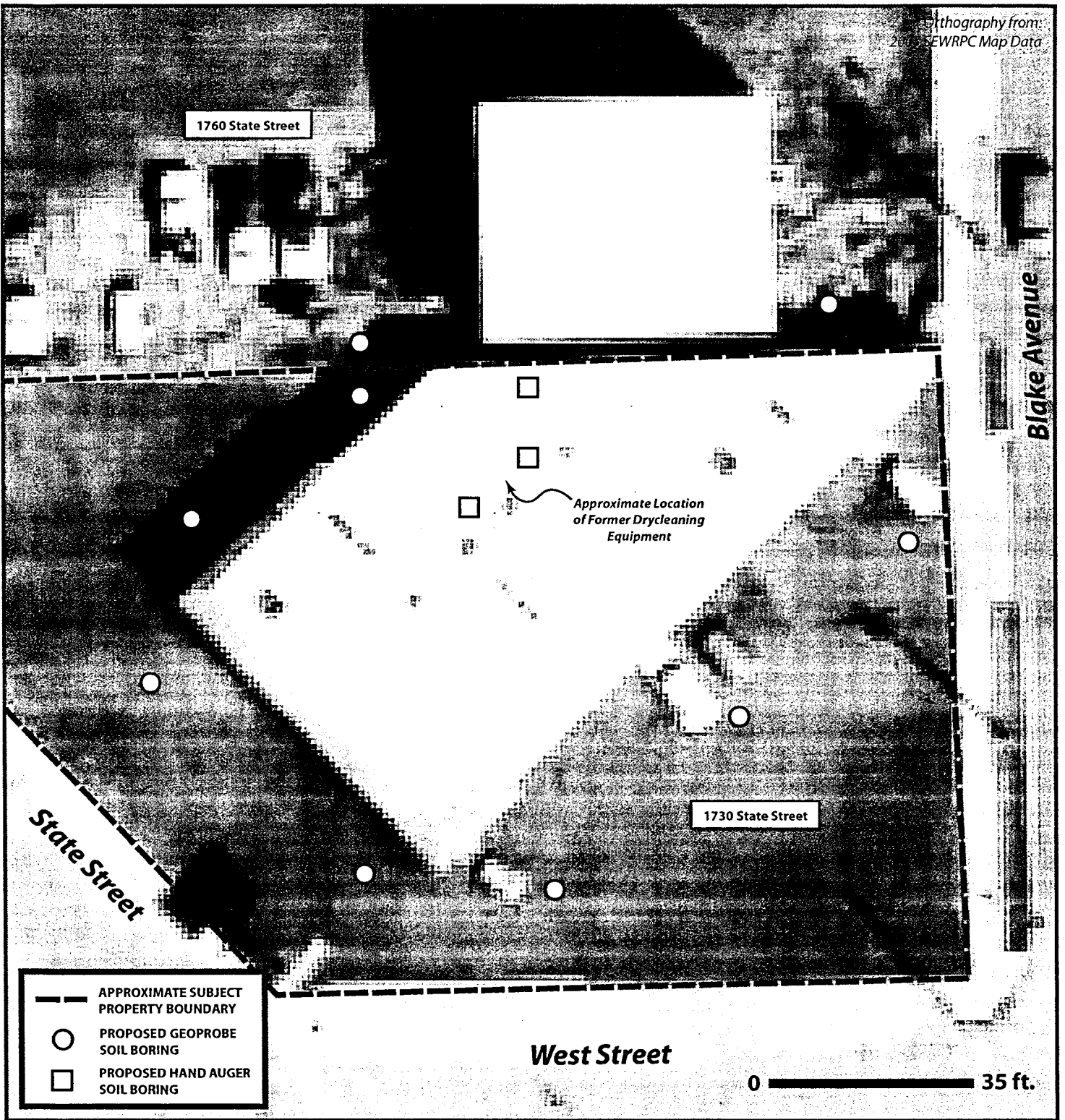
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Attachments

cc: Ms. Shanna Laube-Anderson – Wisconsin Dept. of Natural Resources (Sturtevant)

FIGURE 1

Proposed Soil Boring / Monitoring Well Location Map



Project: BMP Realty (Martinizing Dry Cleaning)

Address: 1730 State Street
Racine, WI 53404

Project #: 10750

THE **SIGMA** GROUP www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Single Source. Sound Solutions. 414-643-4200



FIGURE 1
SITE PLAN MAP

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.

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE
10/18/2007

PRODUCER Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	877-945-7378	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Sigma Environmental Services, Inc. 1300 West Canal Street Milwaukee, WI 53233		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: American International Specialty Lines In</td> <td>26883-001</td> </tr> <tr> <td>INSURER B: Illinois National Insurance Company</td> <td>23817-001</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494-001</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: American International Specialty Lines In	26883-001	INSURER B: Illinois National Insurance Company	23817-001	INSURER C: Transportation Insurance Company	20494-001	INSURER D:		INSURER E:	
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INSURER E:														

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	PROP1950864	8/1/2007	8/1/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 25,000
		<input checked="" type="checkbox"/> Prof Liab claims made				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> Poll Liab claims made	GENERAL AGGREGATE \$ 1,000,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$ 1,000,000			
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	CA5054315	8/1/2007	8/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY	PROU1950865	8/1/2007	8/1/2008	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2064530950	8/1/2007	8/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Policy #PROP1950864, Retroactive Date: 08/01/87 refers to Professional and Pollution Liability Umbrella sits above Professional Liability Coverage.

CERTIFICATE HOLDER

CANCELLATION

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

APPENDIX C

WDNR DERF Site Investigation Work Sheets

DERF Site Investigation Bid Summary Consultant Selection Cover Sheet

Notice: Use this form to notify the Department of Natural Resources of the consultant you are selecting to conduct a site investigation and to submit and summarize the bids required in the Dry Cleaner Environmental Response Fund (DERF) Program. This form is authorized under s. 292.65, Wis. Stats. and s. NR 169.23, Wis. Adm. Code. Completion of this form is mandatory for any person applying for DERF reimbursement. Persons who do not submit a completed form will not be eligible for reimbursement under DERF. Personal information will be used to manage the DERF program, and be made available to requesters under Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.) and requirements.

Complete the following information and submit it to your DNR regional project manager. Copy this form as necessary.

Site Information

Site Name: Martinizing Dry Cleaning	Facility Name: Martinizing Dry Cleaning	BRRTS#
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Consultant Selected

Consultant Name: Sigma Environmental Services, Inc.	Consultant Address: 1300 W. Canal Street, Milwaukee, WI 53233
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Summary of Costs:

Consultant Name:		Consultant Name:	
Consulting costs:	\$14,350.00	Consulting costs:	
Drilling costs:	\$4,478.50	Drilling costs:	
Analytical costs:	\$4,114.00	Analytical costs:	
Miscellaneous costs:	\$4,370.00	Miscellaneous costs:	
Total Costs:	\$27,312.50	Total Costs:	

Consultant Name:	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
Total Costs:	

Optional 4th bid information:	
Consultant Name:	
Consulting costs:	
Drilling costs:	
Analytical costs:	
Miscellaneous costs:	
Total Costs:	

Justification for Selection:

Applicant Information and Certification

I certify that the information contained above is true and correct to the best of my knowledge.

Applicant Name		Date	
Street Address	City	State	Zip Code
Signature			

Department Use Only

Project Manager Approval Signature	Phone Number	Date
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If not approved, reason for non-approval:

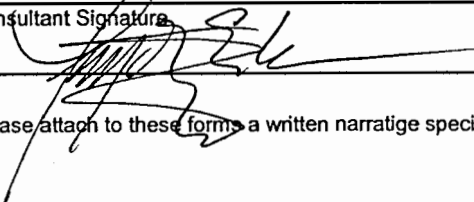
Site Information

Consultant Name	Sigma Environmental Services, Inc.	Applicant Name: Marilyn Fleming
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Bid Summary

Drilling Costs Total =	\$4,478.50
Analytical Costs Total =	\$4,114.00
Consulting Costs Total =	\$14,350.00
Misc Costs Total =	\$4,370.00
Grand Total =	\$27,312.50

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

Consultant Signature	Date
	11/08/07

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

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 Completion						
Well Construction	0 ft to 45 ft	4		60	\$11.00	\$660.00
Piezometer	0 ft to 45 ft	1		27	\$12.00	\$324.00
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs		Lump Sum				\$100.00
Mobilization Costs		Lump Sum				\$250.00
Auger Borings (continuous sampling)						
Well Drilling	0 ft to 20 ft	4		87	\$11.00	\$957.00
Piezometer	0 ft to 35 ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Auger Borings (specify split spoon sampling interval)						
	___ ft to ___ ft					
	___ ft to ___ ft					
	___ ft to ___ ft					
	> ___ ft					
Decontamination Costs						
Mobilization Costs						
Direct Push Borings (per point)						
Geoprobes	< ___ ft depth	9		135	\$6.00	\$875.00
Temporary Well	_ ft - _ ft depth	6		60	\$4.00	\$240.00
Abandonment	> ___ ft depth	9		135	\$0.50	\$67.50
Decontamination Costs						\$100.00
Mobilization Costs						\$250.00
Well Development (if done by subcontractor)						
	Monitoring Wells					
	Piezometers					
	Recovery Wells					
Other						
Drums		7			\$40.00	\$280.00
Flush Mount Covers		5			\$75.00	\$375.00
Protector Pipes						
Temporary Wells	0 - 25 feet					
Borehole Abandonment (Interior)	0 - 10 feet	3		30	\$0.50	
Total Drilling Costs						\$4,478.50

Parameter	WI Certified Lab			Field Test/Field Kit			Mobile Lab			Total Costs
	\$/sample	# samples	Method Used	\$/sample	# samples	Method Used	\$/Sample \$/Day	# Samples # Days	Method Used	
Solids Analysis										
VOCs	\$48	24								\$1,152.00
TCLP										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses										\$0.00
Blank Analyses										\$0.00
Other: (Specify) TOC										\$0.00
Water Analysis (low flow sampling assumed unless otherwise indicated at bottom of this sheet)										
VOCs	\$48	30								\$1,440.00
Nitrate*										\$0.00
Dissolved Oxygen*										\$0.00
Temperature*										\$0.00
Ferrous Iron*										\$0.00
Sulfate*										\$0.00
Sulfide*										\$0.00
ORP*										\$0.00
pH*										\$0.00
TOC*	\$22	5								\$110.00
Alkalinity*	\$10									\$0.00
Chloride*										\$0.00
Spec. Conductance*										\$0.00
Ethene/Ethane/Methane*	\$45	6								\$270.00
Hydrogen*										\$0.00
Carbon Dioxide*										\$0.00
RCRA Metals										\$0.00
Duplicate Analyses VOC	\$48	4								\$192.00
Blank Analyses VOC	\$48	4								\$200.00
Other: (Specify)										\$0.00
Trip Blank VOC	N/C	5								\$0.00
Air Analysis										
VOCs										\$0.00
TCE										\$0.00
PCE (minimum detection limit is <10 ppbv)	\$250	1								\$250.00
Other: (Specify)										\$0.00
Waste Analyses (soil/water)										
Profile Sample	\$250	1								\$0.00
										\$250.00
Miscellaneous (specify)										
										\$250.00
										\$0.00
Charge for Mobile Lab (indicate # days and daily fee)										
Total Analytical Costs										\$4,114.00

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

DERF Site Investigation Bid Summary
Consultant Costs

Position (specify)	Hourly Rate	Hours/Task															Total Costs		
		Workplan Development	Access	Receptor Survey	Waste Determination	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		Other (specify)	
																		Data Tabulation	Data Evaluation
Professional Staff																			
Sr. Project Manager	\$140	1												2					
Project Manager	\$115	1				2								4		10		1	
Engineer	\$125												1	4					
Staff Geo/Engineer	\$85	4	2	3	2						4	2	24					4	
Field Staff																			
Staff Geo/Engineer	\$85					10	20		8	4									
Technician	\$65							4	8	36									
CADD Technician	\$60	1												6					
Office Support Staff																			
Administrative	\$50	1												2				3	
Total Consulting Costs																			

DERF Site Investigation Bid Summary Sheet

Miscellaneous Costs

Major Activity	Specifications	Commodity Unit (specify)	Unit Rate	Number of Units	Total Cost
IDW Disposal					
IDW (soil)	Non-Hazardous	drum	\$150.00	8	\$1,200.00
Application	Non-Hazardous		\$50.00	1	\$50.00
Transportation	Non-Hazardous	drum	\$250.00	1	\$250.00
Equipment Rental (list and include shipping costs if applicable)					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Field Supplies (list)					
					\$0.00
OVM		per day	\$85.00	2	\$170.00
Bailers		per unit	\$15.00	20	\$300.00
Slug test equipment		per day	\$250.00	1	\$250.00
Water Level Meter	DO/WL/Temp/pH	per day	\$50.00	6	\$300.00
Drums		per unit	\$30.00	5	\$150.00
Surveying					
Site Survey / Wells	estimated	Lump sum			\$1,200.00
					\$0.00
Personal Protection Equipment (list)					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sample Shipping Costs					
					\$0.00
					\$0.00
					\$0.00
Other (specify)					
Coring/Auger Equipment	core/power auger		\$250.00	1	\$250.00
Hammer Drill	Drill/supplies		\$100.00		\$0.00
Water Disposal (non haz)			\$50.00	5	\$250.00
Total Miscellaneous Costs					\$4,370.00

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 reimbursable. 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.: 10750

THIS AGREEMENT is entered into on this 8th day of November 2007 by and between Sigma Environmental Services, Inc. (hereinafter called "Sigma") and BMP Realty (hereinafter called the "Client").

WITNESSETH:

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

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

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

1. Site.

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

2. Services.

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

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

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

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

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

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

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

3. Contract Time.

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

4. Compensation and Payment.

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

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

5. Change in Services.

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

6. Site Access, Information and Conditions.

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

(b) Site and Other Information.

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

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

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

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

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

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

7. Hazardous Materials.

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

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

8. Indemnification.

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

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

9. Limitation of Liability and Waiver of Consequential Damages.

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

10. Insurance.

Sigma shall maintain in connection with the Services, until the earlier of the completion of the Services or termination of this Agreement, one or more insurance policies with the following coverage and limits:

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

By: _____

Title: _____

Date: _____

SIGMA ENVIRONMENTAL SERVICES, INC.

By: _____

Title: _____

Date: _____

**EXHIBIT A
WORK AUTHORIZATION NO. 1**

Project Reference No.: 10750

This Work Authorization is entered into by and between Sigma Environmental Services, Inc. ("Sigma") and BMP Realty ("Client"). This Work Authorization incorporates by reference the Agreement entered into by the Parties dated November 8, 2007 (the "Agreement"). The Agreement is hereby amended and supplemented as follows:

Site: Martinizing Dry Cleaning, 1730 State Street, Racine, Wisconsin

General Description of Basic Services.

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

1. Those Services contained in Sigma's proposal dated November 8, 2007, which is attached hereto and incorporated herein by this reference#10750.
2. DERF Site Investigation

Compensation.

1. Total Estimated Cost: \$27,312.50

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

1. _____

2. _____

Client: BMP REALTY

By: _____

Title: _____

Date: _____

SIGMA ENVIRONMENTAL SERVICES, INC.

By: _____

Title: _____

Date: _____