



K. SINGH & ASSOCIATES, INC.

Engineers, Scientists and Environmental Management Consultants

April 1, 2010

Ms. Tina Chitwood
Racine County Economic Development Corporation
2320 Renaissance Boulevard
Sturtevant, Wisconsin 53177

KSA 4042010

Subject: Proposal for Drum Disposal Services for former Walker Manufacturing Site at 1201 Michigan Boulevard in Racine

Dear Ms. Chitwood;

K. Singh & Associates, Inc. (KSA) is pleased to submit this proposal for drum removal services for the referenced site. This proposal is based on communications between Dr. Pratap Singh and you. A project background, scope of services, fee, and schedule are included in this proposal.

Background

It is our understanding that the site is a former manufacturing facility along the shores of Lake Michigan in downtown Racine. In 2006, KSA performed environmental investigation services as part of the overall redevelopment of the site. Since that time, the development failed and 15 55-gallon storage drums remain on the site from the environmental work.

The City wishes to remove these drums by utilizing available Department of Commerce Petroleum Environmental Cleanup Funds (PECFA).

Scope of Services

To remove the drums onsite, a contractor must access the site to collect, transport, and dispose of the material in an environmentally acceptable way. Engineering services are needed to prepare permitting documents and conduct a site visit during disposal.

Project Organization

Mr. Robert Reineke, P.E. will serve as the project engineer overseeing the permit preparation and site visit. Republic Services, Inc. will collect, transport, and dispose of the drums.

Fee

The fee for our services will be charged on a time and materials basis in accordance with the attached Fee Schedule. Our fee for the work as described in the Scope of Services will be \$2,100.00. A breakdown of our services is as follows:

Engineering		
Permitting for Waste Disposal	2 hours @ \$95/hour	\$190.00
Site Visit during Removal	3 hours @ \$95/hour	\$285.00
	<u>Engineering Subtotal</u>	<u>\$475.00</u>

Commodity Costs		
Drum Disposal	15 drums @ \$90.00/Drum	\$1,350.00
Transport Fee	Lump Sum	\$275.00
	Commodity Subtotal	\$1,625.00
	Grand Total	\$2,100.00

Reimbursement

The PECFA program will only reimburse the City for removal of PECFA eligible soils. We estimate that the PECFA program will pay \$126.99 for the consultant coordination and \$100.15 for the removal for one drum up to a total of four drums, and \$266.47 for mobilization. This totals to \$794.06 in reimbursements. This reduces the overall fees from \$2,100.00 to \$1,305.94. The remaining fees will be the responsibility of the City.

Conditions

General Conditions of Agreement between Consulting Engineer and Client are attached hereto and made part of this proposal. The Scope of Services described herein assumes there will be no problem with access to the property. If conditions differ from those described above are encountered, which we feel warrant work beyond the Scope of Services described above, we would propose to perform such work, with your permission, at additional cost at the hourly rates included in the attached Fee Schedule.

Performance Schedule

The disposal services will take about four-weeks upon receiving your authorization to proceed. The main consumption of time will be receiving approval from the landfill to dispose the drums.

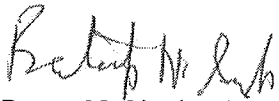
Closure

We appreciate this opportunity to provide the requested services. Please acknowledge your authorization for this work by endorsing a copy of this letter. Please contact us if you have any question regarding this proposal or our other services at (262) 821-1171.

Sincerely,

K. SINGH & ASSOCIATES, INC.


 Matthew Karge
 Business Development Coordinator


 Pratap N. Singh, Ph.D., P.E.
 Executive Vice President

Authorized By _____

Date _____

Attachments: Fee Schedule, and General Conditions
 Republic Disposal Proposal



Proposal

Date: April 1, 2010

Customer: Mr. Pratap Singh
K. Singh & Associates
(262)821-1171

Site Location: Pointe Blue
Racine, WI

Disposal Facility: Kestrel Hawk RDF
1989 Oakes Road
Racine, WI 53406

Contact: Jodi Acheson
(262)724-3257

Waste Type: Petroleum Contaminated Soil

Approx. Quantity: 10 – 15 drums

Disposal Rate: \$90.00 per drum

Transportation Rate: \$275.00

Notes:

1. Acceptance of the waste material is contingent upon proper waste characterization.
2. Manifesting and 24-hour notice is required for acceptance.
3. Payment terms are net 30 days.

Rates are valid for 30 days from the proposal date.

K. SINGH & ASSOCIATES, INC.
ELM GROVE, WISCONSIN

PROFESSIONAL SERVICES FEE SCHEDULE
HOURLY CHARGE RATES
2010

Professional Staff

1A.	Principal Engineer	\$140.00 / hour
1B.	Senior Civil Engineer	\$120.00 / hour
1C.	Senior Project Engineer	\$ 90.00 / hour
1D.	Project Engineer / Hydrogeologist / Project Surveyor	\$ 77.00 / hour
1E.	Project Scientist	\$ 75.00 / hour
1F.	Staff Engineer	\$ 67.00 / hour
1G.	Staff Hydrogeologist / Geologist	\$ 67.00 / hour
1H.	Environmental Scientist	\$ 65.00 / hour
1I.	Junior Staff Engineer	\$ 62.00 / hour
1J.	Junior Staff Hydrogeologist / Geologist	\$ 62.00 / hour

Technical / Administrative Staff

2A.	CAD Designer	\$ 60.00 / hour
2B.	Environmental Technician	\$ 50.00 / hour
2C.	Senior Technician	\$ 50.00 / hour
2D.	Junior Technician	\$ 45.00 / hour
2E.	Engineering Assistant	\$ 40.00 / hour
2F.	Administrative Assistant	\$ 40.00 / hour

For work over 40 hours per week, these hourly rates will be increased by 20% to cover direct additional payroll and payroll-related charges incidental to overtime pay. An hourly rate of \$150 per hour will be applicable for expert testimony for Principals.

Reimbursable Expenses

3A.	Mileage (passenger cars)	\$ 0.55 / mile
3B.	Mileage (van)	\$ 0.55 / mile
3C.	Per diem expenses (overnight)	\$ 75.00 / person
3D.	Subcontract Services	cost + 10%
3E.	Miscellaneous Reimbursable Supplies	cost + 10%
3F.	HNU/FID Meter	\$ 75.00 / day
3G.	Generator	\$100.00 / day
3H.	Pump with controls	\$100.00 / day
3 I.	Flow Meter	\$ 25.00 / day
3J.	Soil Vac	\$100.00 / day
3K.	Sampling Equipment (not to exceed 4 hours)	\$ 25.00 / hour
3L.	Total Hydrocarbon Analyzer	\$100.00 / day
3M.	Recorder	\$ 25.00 / day
3N.	Air Velocity Meter	\$ 25.00 / day
3O.	Magnehelic Gauge	\$ 10.00 / day
3P.	Nuclear Density Meter	\$100.00 / day

**GENERAL CONDITIONS FOR AGREEMENT
BETWEEN K. SINGH & ASSOCIATES, INC. AND CLIENT**

SECTION 1: SERVICES TO BE PERFORMED

- 1.1 **General**
The services to be performed by Consulting Engineer are set forth in the Scope of Services ("Services") as defined by the documents in the Proposal for Environmental Management Services (the "Proposal").
- 1.2 **Estimates**
Unless the Services provide otherwise, the estimated costs constitute Consulting Engineer's estimate of the charges required to complete the Services to be performed. Estimates of cost are made by Consulting Engineer on the basis of its experience, qualifications and professional judgment; but the estimates of cost are not guaranteed. If the cost appears likely to exceed the estimate, Consulting Engineer will notify Client before proceeding.
- 1.3 **Changes in Scope of Services**
If Client requests changes in the Services, Consulting Engineer and Client, upon mutual agreement, shall execute a written change order. Client may orally authorize changes in the Services, provided such changes are confirmed in writing.

SECTION 2: TIME FOR PERFORMANCE

- 2.1 **Generally**
Consulting Engineer's Services shall be performed according to the Performance Schedule specified in the Proposal.
- 2.2 **Effect of Delay**
If the Services to be performed by Consulting Engineer are interrupted, suspended, or delayed for any reason beyond the reasonable control of Consulting Engineer, the schedule of work and date for completion shall be adjusted accordingly and Consulting Engineer shall be compensated for all reasonable increased costs resulting from such interruption, suspension or delay.

SECTION 3: COMPENSATION AND PAYMENT

- 3.1 **Method for Compensation**
- 3.1.1 Client agrees that time is of the essence as to payment of Consulting Engineer's invoices, and that timely payment is a material consideration for this Agreement.

3.1.2 Payment for Services rendered hereunder shall be on a time and expense basis in accordance with the applicable Fee Schedule.

3.1.3 Invoices will be submitted monthly by Consulting Engineer and shall be due and payable thirty (30) calendar days after the invoice date. If Client objects to all or any portion of the invoice, Client shall so notify Consulting Engineer in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice that is not in dispute. In the event that Consulting Engineer and Client cannot resolve the dispute regarding the invoiced amount within thirty (30) days after receipt by Consulting Engineer of the notice of disagreement by Client, the dispute shall be subject to the Dispute Resolution provision of this Agreement.

3.1.4 Client shall pay an additional charge of one and one-half percent (1.5%) per month, or the maximum percentage allowed by law, whichever is lower, of the overdue amount for any payment received by Consulting Engineer more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client.

3.1.5 If any undisputed amount is not paid within thirty (30) calendar days after the date of the invoice, Consulting Engineer shall have the right, after giving seven (7) days written notice, to suspend all Services on the Project until all accounts (including charges and accrued interest) have been paid. If any overdue amount is not paid within forty-five (45) calendar days after the date of the invoice, Consulting Engineer shall have the right to terminate this Agreement.

- 3.2 **Witness Fees**
Client agrees to make payment to Consulting Engineer in accordance with Consulting Engineer's Fee Schedule for any of Consulting Engineer's employees who appear, testify or perform any services in connection with any court, administrative or other legal proceedings arising out of work related to this Agreement.

- 3.3 Taxes
If the Services covered by this Agreement are subject to local or state taxes or fees (except state income taxes), such additional costs will be charged to the Project and reimbursed by Client.

SECTION 4: CONSULTING ENGINEER RESPONSIBILITIES

- 4.1 Standard of Care
- 4.1.1 Consulting Engineer will perform the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Consulting Engineer shall have the right to rely on the accuracy of information requested from and supplied by Client. Any discrepancies in designs, drawings, specifications, reports and other work product of Consulting Engineer, shall be brought to the attention of Consulting Engineer within 30 days of the delivery of the foregoing to Client.
- 4.1.2 Consulting Engineer makes no other representation, express or implied, and no warranty is included or intended in any report, opinion or document regarding the results to be achieved upon completion of this Agreement.
- 4.2 Cooperation with Client
Consulting Engineer will advise Client of the status of the Project and will make reasonable efforts to coordinate its activities with Client, and to accommodate other activities of Client at the Project site. Consulting Engineer shall designate an authorized representative to be available for consultation, assistance and coordination of activities.
- 4.3 Responsibility for Uncompleted Services
Consulting Engineer and Client intend that Consulting Engineer will complete the Services set forth in the Proposal and any subsequent phases of work that arise out of the Services. If any of the Services are eliminated, or if Consulting Engineer is not retained to perform subsequent phases, Consulting Engineer's responsibility shall extend only to the Service it completes.

SECTION 5: CLIENT RESPONSIBILITIES

- 5.1 Information
Client shall provide all pertinent, available information regarding its requirements, objectives and criteria for the Project, including, but not limited to, surveys, studies, available descriptive information regarding historical use

and existing environmental conditions, investigations, compliance and enforcement actions, records concerning the subject matter of the Project, and communications with governmental regulatory agencies relating to the Project.

- 5.2 Cooperation with Consulting Engineer
Client will cooperate with Consulting Engineer, so that the Project can be completed in a timely, efficient and cost-effective manner. Client shall designate an authorized representative familiar with the Project who shall be available to Consulting Engineer and who shall have the authority to make all decisions necessary for Consulting Engineer to perform its Services. Client shall also identify others who may have information pertinent to the Project, and who may be contacted or consulted by Consulting Engineer. Client will permit Consulting Engineer access to the Project site, except that Client may impose reasonable rules and restrictions to prevent available interference with other activities on the Project site and to promote safety and security.

- 5.3 Utilities
Unless otherwise required by law or set forth in this Agreement, Client shall be responsible for accurately locating, horizontally and vertically, and prominently marking any buried or concealed pipes, tanks, cables, utilities or other man-made obstructions ("Underground Facilities") that may affect or may be affected by Consulting Engineer's Services. Consulting Engineer may rely on such locations and markings in planning and performing intrusive Services, such as drilling or excavating.

SECTION 6: PERMITS, CERTIFICATIONS AND OTHER APPROVALS

- 6.1 Responsibility
Client shall have the responsibility for obtaining all permits, certificates, approvals and other regulatory documentation required for Consulting Engineer to perform his services at the site. However, this shall not apply to permits or approvals exclusively required to be in the Consulting Engineer's name.
- 6.2 Assistance by Consulting Engineer
When requested by Client, Consulting Engineer will assist in obtaining all other permits, certifications, or approvals that Client is required to obtain in connection with the Services hereunder, whose assistance may include the preparation of applications and the collection of required supporting data. Consulting Engineer will be compensated at its then-current rates for such services or assistance.

SECTION 7: CONFIDENTIALITY

7.1 Nondisclosure

- 7.1.1 For the purpose of this provision, confidential information shall include proprietary and protected business or trade secrets, and any information or documents designated in writing to be confidential.
- 7.1.2 Consulting Engineer and Client shall maintain as confidential any confidential information provided by the other party, as defined in 7.1.1. This provision shall not apply to information that
1. is or becomes published or otherwise generally available to third parties; has also
 2. been independently obtained from a third party; and
 3. is already known to the recipient party as shown by written records in its possession at the time that such information is received from the other party.
- 7.1.3 Each party may disclose confidential information if the confidential information
1. is subject to disclosure for any reason set forth in the Public and Legal Responsibility provision of this Agreement; is
 2. required to be disclosed by subpoena or order of a court or governmental regulatory agency, provided that the disclosing party gives the other party reasonable notice and opportunity to challenge the requirement to disclose
 3. is closed to a party's contractor, subcontractor, Consulting Engineer, agent or employee who has signed a nondisclosure agreement; and
 4. is closed to a third party who has signed a nondisclosure agreement, but only if both Consulting Engineer and Client agree to such disclosure.

7.2

Public and Legal Responsibility
Consulting Engineer and Client understand and agree that, consistent with professional responsibilities and applicable law, Consulting Engineer or its employees may be obligated to take action to protect public health, safety or the environment, or to disclose to governmental regulatory agencies conditions that are discovered during the course of providing Services under this Agreement. Consulting Engineer will take reasonable steps to notify

Client prior to taking such action or disclosing such conditions to any governmental regulatory agencies, except that Consulting Engineer shall not be required to provide prior notice to client if the time necessary to provide such notice may result in or increase the risk of imminent harm to persons, property, or the environment, or may render Consulting Engineer criminally or civilly liable under applicable law.

7.3

Use of Project Information
Client agrees that Consulting Engineer may use Client's name and a general description of the Project as a reference for other prospective clients.

SECTION 8: OWNERSHIP OF DOCUMENTS AND MATERIALS

8.1 Documents

8.1.1 Original survey data, field notes, maps, computations, studies, reports, drawings, specifications, and other documents generated by Consulting Engineer are instruments of Service and shall remain the property of Consulting Engineer. Consulting Engineer shall provide a copy of those deliverables specified in the Services. During the term of this Agreement, and for a period of one (1) year thereafter, and upon prior written request, reproductions of other documents shall be provided to Client, at Consulting Engineer's then-current schedule of reproduction charges.

8.1.2 Any documents generated by Consulting Engineer that are used by Client beyond the intended purpose shall be at the sole risk of Client, unless otherwise agreed upon by Consulting Engineer in writing. To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Consulting Engineer, its subcontractors, Consulting Engineers, officers, directors, employees and agents for any loss or damage arising out of the unauthorized use of such documents.

8.2

Samples and Other Materials

8.2.1 All materials at or removed from the Project site, including, but not limited to, samples, soil, drill cuttings, excavation spoils, and solid, liquid, or hazardous wastes, shall remain the property of Client. Engineer shall not be responsible for any costs or liability associated with the disposal or remediation of said materials.

- 8.3 Investigative, Remedial and Treatment Technologies
Any investigative, remedial, treatment or other environmental or pollution control process, technology or method ("Technology") used by Consulting Engineer in performing the Services, or that arise out of, or are developed or improved during the course of the Services shall remain the property of Consulting Engineer. Consulting Engineer retains the exclusive right to patent or copyright any technology-related concept or document arising out of the Services that may be patentable or copyrightable.

SECTION 9: ALLOCATION OF RISK

Consulting Engineer and Client acknowledge that Consulting Engineer is employed to provide services. Consulting Engineer is not a commodity supplier and is not responsible for the specific acts, errors or omissions of those supplying commodity services or other services on the job site. Client shall provide at its expense facilities and labor necessary to afford Consulting Engineer field personnel access to sampling, testing, or observation locations in conformance with federal, state and local laws, ordinances and regulations, specifically but not limited to regulations set forth in OSHA 29 CFR 1926. It is further understood that commodity suppliers, including contractors and subcontractors, shall be under the control of owner and not under the control of Consulting Engineer and Consulting Engineer assumes no responsibility that said contractor or subcontractor will use such safety methodology as required on the job site.

To the extent it is necessary to collect and receive samples containing hazardous substances or hazardous waste, the samples will continue to be the property of Client and upon testing all handling or subsequent storage shall be the responsibility of Client and will be returned to Client or disposed of in accordance with law and such transportation and disposal costs are Client's responsibility.

Consulting Engineer assumes no responsibility for the storage, transportation or disposal of the same.

Consulting Engineer and Client agree that the apportionment of risk and loss and other limitations set forth in the allocation of risk provisions of this Agreement are essential terms of this Agreement and a condition of Consulting Engineer's willingness to perform the services.

- 9.1 Insurance
To the extent insurance coverage is required and shall serve as part of the consideration of this contract, said amount is hereto set out in Schedule "A" attached to this Agreement, if applicable.
- 9.2 Indemnification
9.2.1 Consulting Engineer agrees to indemnify, defend, and hold harmless Client and its

agents, officers, directors and employees from and against those claims, suits, damages, or losses incurred by Client, to the extent that such damages or losses are caused by the negligent acts or willful misconduct of Consulting Engineer or its agents, officers, directors or employees. This Agreement to indemnify, defend, and hold harmless shall not extend to any suits, claims, damages, or losses caused by the acts, omissions, or conduct of Client or any other person, corporation, business, contractor or subcontractor.

- 9.2.2 Client agrees to indemnify, defend and hold harmless Consulting Engineer, Consulting Engineer's, agents, officers, directors, and employees from and against all claims, suits, damages, and losses, including, but not limited to, those claims, suits, damages or losses arising out of, relating to, or based upon the following: (1) the acts, omissions, or other conduct of Client; and (2) the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gasses, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere or on, onto, upon, in, or into the surface or subsurface of soil, water or water course, objects, or any tangible or intangible matter, abated or not, except to the extent that such damage or loss is caused by the negligent acts or willful misconduct of Consulting Engineer or its agents, officers, directors or employees.

9.3 Scope of Liability

- 9.3.1 Consulting Engineer's total liability under this Agreement shall not exceed the greater of
1. Consulting Engineer's charges for the Services under this Agreement; or
2. An amount not to exceed the limits of Consulting Engineer's insurance coverage for such claims.

- 9.3.2 Neither party to this Agreement shall be liable to the other party for any special, indirect or consequential damages.

9.4 Limitations on Actions

No claim may be asserted by either party against the other party unless an action on the claim is commenced within the time required by law as to limitations of actions, however, in no event, more than six (6) years after the date of Consulting Engineer's final invoice to Client.

SECTION 10: TERMINATION

- 10.1 Termination for Cause
Except as provided in Provision 3, with respect to nonpayment of charges, either Consulting Engineer or Client may terminate this Agreement for (1) failure of the other party to substantially perform its responsibilities under this Agreement, (2) substantial violation of any provision of this Agreement, or (3) discovery of conditions that differ materially from those ordinarily found to exist in, or generally recognized as inherent in, the work contemplated to be performed under this Agreement. The terminating party shall provide (a) no less than ten (10) calendar days written notice of intent to terminate, specifying the reasons; (b) an opportunity to make reasonable progress to cure the alleged failure or violation within ten (10) days; and (c) an opportunity to consult with the terminating party before the effective date of termination.
- 10.2 Termination for Convenience
Each party shall have the right to terminate this Agreement unilaterally upon giving to the other party thirty (30) days written notice of intent to terminate. Consulting Engineer shall be allowed to proceed with an orderly termination and Client will pay for all services necessary to provide an orderly termination and transfer or assignment of the project. Each party shall be subject to the provisions of this Agreement during the period of notice and prior to the effective date of termination, unless otherwise agreed upon in writing.
- 10.3 Procedures After Termination
- 10.3.1 Consulting Engineer shall submit a final invoice to Client as soon as practical after the effective date of termination. The final invoice will be based on all Services rendered and charges incurred in connection with the Project up to the effective date of termination. Consulting Engineer shall be reimbursed for reasonable costs associated with untimely demobilization and reassignment of personnel and equipment.
- 10.3.2 Client shall pay the final invoice within thirty (30) days after the date of invoice. Any dispute as to the content of the final invoice shall be resolved according to the Dispute Resolution provision of this Agreement.

SECTION 11: DISPUTE RESOLUTION

- 11.1 In the event that a claim or dispute arises between Consulting Engineer and Client regarding interpretation or performance, compensation or termination under this Agreement, the parties shall meet in an effort to amicably resolve the claim or dispute.
- 11.2 If a claim or dispute cannot be resolved amicably between Consulting Engineer and Client, either party may request in writing the appointment of a mediator to assist in resolving the claim or dispute. The mediator shall be a neutral person acceptable to both parties. Consulting Engineer and Client shall have the discretion to agree on the duties of the mediator. Any factual findings, conclusions, recommendations, or decisions by the mediator shall not be binding on either party.
- 11.3 Consulting Engineer shall have the right to suspend all or a portion of the Services during the pendency of any dispute regarding compensation for Services, provided that Consulting Engineer provide seven (7) days written notice prior to suspension.
- 11.4 If a claim or dispute cannot be resolved with the assistance of a mediator, or if the parties cannot agree to mediation, either party may commence an action in court. No such action shall be commenced until at least ninety (90) days after the request for appointment of a mediator. The prevailing party in the court action shall be entitled to recover its dispute resolution expenses and cost of litigation, including, but not limited to, reasonable attorney's fees, costs, expenses, and damages incurred in connection with any dispute arising out of this Agreement.
- 11.5 As required by the Wisconsin Construction Lien Law, Consulting Engineer hereby notifies owner that persons or companies furnishing labor or materials for the construction and or investigation on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Consulting Engineer, are those who contract directly with the owner and those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction or investigation. Accordingly, owner probably will receive notices from those who furnished labor or materials for the investigation or remediation and should give a copy of each notice received to the mortgage lender, if any. Consulting Engineer agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

SECTION 12: MISCELLANEOUS

- 12.1 Successors and Assigns
- 12.1.1 This Agreement shall be binding on Consulting Engineer and Client, and their successors, trustees, legal representatives and assigns.
- 12.1.2 Neither party shall assign or transfer any rights, responsibilities, or interest in this Agreement without the written consent of the other party. An assignment shall not relieve the assigning party from any responsibility, duty or obligation under this Agreement, unless expressly agreed upon in writing.
- 12.1.3 Nothing in this section shall prevent Consulting Engineer from employing any subcontractor or Consulting Engineer to assist in the performance of Services under this Agreement.
- 12.1.4 All duties, responsibilities, rights, and interests created by this Agreement are for the sole and exclusive benefit of Consulting Engineer and Client, and not for the benefit of any third party.
- 12.2 Notices
Any written notice required or authorized to be given shall be personally delivered or sent by certified mail to the authorized representative designated under this Agreement.
- 12.3 Survival of Sections
Provisions 3, 7, 8, 9, 10, 11 and 12 of this Agreement shall survive completion of performance or termination under this Agreement.
- 12.4 Severability
If any provision of this Agreement is determined to be void or unenforceable by a court, all remaining provisions shall continue to be valid and enforceable. The parties shall reform or replace any void or unenforceable provisions with a valid and enforceable provision that comes as close as possible to expressing the intention of the void or unenforceable provision.
- 12.5 Governing Law
This Agreement shall be governed by the laws of the State of Wisconsin.
- 12.6 Equal Employment Opportunity
Consulting Engineer agrees to comply with all provision of Executive Order 11246, as amended by Executive Order 11375, and all rules, regulations, and relevant orders of the Secretary of Labor related to equal employment opportunity as in effect on the date of this Agreement.
- 12.7 Disabled Veterans and Veterans of the Vietnam Era
In the event that this Agreement exceeds \$10,000, Consulting Engineer agrees to comply with all provisions of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 2012) and all rules, regulations, and relevant orders related to employment of Vietnam veterans as in effect on the date of this Agreement.
- 12.8 Handicapped
In the event that this Agreement exceeds \$2,500, Consulting Engineer agrees to comply with all provisions of the Rehabilitations Act of 1973, as amended, and all rules, regulations, and relevant orders related to employment of handicapped individuals as in effect on the date of this Agreement.
- 12.9 Substance Abuse
Consulting Engineer has a vital interest in maintaining a safe, healthful and efficient working environment for our employees, customers, suppliers, contractors, subcontractors, vendors, visitors, and the general public. The presence of illegal or improperly used drugs or other mood-altering substances is unacceptable. Consulting Engineer strictly prohibits using, possessing, manufacturing, selling, transporting, distributing, storing, concealing or dispensing of any controlled or illegal substances, as defined by Federal or state law, other than pursuant to a valid prescription, while on the premises of Consulting Engineer (including parking lots), while conducting Consulting Engineer's business (including travel) or during events sponsored by Consulting Engineer. Client is hereby notified that all Client's employees will be required to abide by this policy whenever on Consulting Engineer's premises and agree that such employees are subject to a search, testing or removal from the Project in accordance with Consulting Engineer's substance abuse policy.
- 12.10 Paragraph Headings
The paragraph headings in these General Terms and Conditions are included solely for convenient reference, and shall not define, limit, or affect the construction or interpretation of this Agreement.
- 12.11 Whole Agreement
The Agreement, as supplemented by any documented changes, constitutes the complete and final Agreement between Consulting Engineer and Client. This Agreement supersedes all prior or contemporaneous agreements,

communications, representations, undertakings, or understandings between the parties, whether oral or written, including but not limited to purchase orders relating to the Project, except as expressly incorporated into this Agreement. Modifications to this Agreement shall not be binding unless made in writing and signed by authorized representatives of Consulting Engineer and Client.

- 12.1.1 If Client's Purchase Order form is issued to identify the Agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and conditions of said Purchase Order shall be void and of no effect.
- 12.1.2 To the extent that they are inconsistent or contradictory, the express provisions of these General Terms and Conditions shall take precedence over all other documents, except amendments expressly revising these General Terms and Conditions.
- 12.1.3 Any term and/or condition set forth in a change order executed after the date of this Agreement that is inconsistent with or contradictory to this Agreement shall take precedence over the inconsistent or contradictory term in this Agreement.

Amendment to Resolution: Res. 09-1239

Enter into an agreement with K. Singh and Associates to remove barrels at the former Walker Manufacturing site located at 1201 Michigan Boulevard, Racine.

Resolved, that the Mayor and City Clerk be authorized and directed to enter into an agreement with K. Singh and Associates to remove barrels at the former Walker Manufacturing site located at 1201 Michigan Boulevard, Racine. K. Singh and Associates will access the site, collect, transport, and dispose of the material in an environmentally acceptable way. Engineering services will be provided by K. Singh and Associates to prepare permitting documents and conduct a site visit during disposal. K. Singh and Associates will assist the City in preparing and submitting a claim to the PECFA program through the WI Dept. of Commerce.

- A. K. Singh and Associates waives any and all claims that this Agreement creates for K. Singh and Associates to obtain PECFA funds.
- B. K. Singh and Associates hereby indemnifies and shall defend and hold harmless the City of Racine against any and all actions, suites, claims and administrative procedures arising from the work to be performed under the Agreement.
- C. K. Singh and Associates shall bear full responsibility for timely submission of documents to all agencies and shall hold the City of Racine harmless for failing to submit or making income submissions to any agency regarding any matter concerning the removal and disposal of barrels.
- D. K. Singh and Associates shall give all notices require by law and comply with all laws, ordinances, rules and regulations pertaining to requirements for the work to be performed under the Agreement;
- E. K. Singh and Associates shall maintain liability insurance satisfactory to the City of Racine.

Fiscal Note: There will be a cost to the City of Racine of \$2,100.00 for entering into this Agreement. K. Singh and Associates will assist the City in submitting a reimbursement claim to the PECFA program; reimbursement is anticipated to be in an amount up to \$794.06.

I, Janice Johnson-Martin, certify that this is a true copy of the Amendment to Resolution No. Res. 09-1239, passed by the Common Council on DATE.

Attest: _____
Janice Johnson-Martin

Date Certified