

February 18, 2026

Mr. John Rooney, PE  
Commissioner of Public Works  
City of Racine  
730 Washington Avenue  
Racine, WI 53403

**Subject: Proposal for Pre-Demolition Inspection for McMynn Parking Structure located at 120 7th Street located in Racine, WI**

Dear Mr. Rooney:

K. Singh & Associates, Inc. (KSingh) is pleased to submit this proposal for performing a Pre-Demolition Inspection for Asbestos and Lead Based Paint for the referenced property. A project background, scope of services, fee, and schedule are included in this proposal.

### **Background**

The subject property consists of an existing parking ramp located in Racine, Wisconsin. The structure is proposed for demolition. A site visit was conducted in February 2026 by Ajay Singh, MPM, PE, and Robert Reineke, PE, of KSingh to observe existing conditions and to become familiar with the building materials that require testing for asbestos and lead-based paint.

Based on the site visit, lead-based paint (LBP) and asbestos-containing materials (ACM) testing is required prior to demolition. Although the parking structure was constructed shortly after the federal ban on lead-based paint, buildings constructed through approximately 1980 may still contain lead-based paint due to the use of existing paint inventories following the ban.

### **Scope of Services**

The following scope of services has been requested for asbestos and lead based paint sampling:

- Lead-based paint inspection of interior and exterior surfaces using an XRF meter consisting of the following areas:
  - Painted surfaces in the stairwells (walls, railings, doors, windows)
  - Painted steel cables and beams throughout structure
  - Painted ceilings and walls on each level of the structure
- Asbestos Containing Material investigation using destructive methods
  - Sample interior suspect ACM for thermal system insulation (TSI) and surfacing material (i.e. plaster) for the following areas:
    - Exterior stucco
    - Expansion joint fillers between deck and wall interfaces on each level
    - Sealant between precast concrete wall panels
    - Grout and caulk in staircases
    - Sealant at door heads, jambs, and sills

- Pipe flanges and connectors will be inspected to determine whether they can be sampled for laboratory analysis or must be assumed to contain ACM
      - Test samples via PLM Bulk Analysis with additional Point Count analysis as necessary;
      - Quantify material that is reported greater than 1% ACM;
- Hazardous material assessment and quantification of ACM;
- Prepare a report summarizing the findings of lead and asbestos testing.

### **Project Organization**

Ajay Singh, MPM, PE will serve as the Principal for the project and he will be supported by Robert Reineke, PE. The asbestos and lead-based paint inspection will be completed by certified inspectors.

### **Fee**

Our fee for the work as described in the Scope of Services will be charged on a time and materials basis and amounts to \$7,773. A detailed cost breakdown is included in Table 1.

Asbestos testing estimates 45-layer samples for PLM Bulk Analysis. Additional testing, if necessary, will be performed at a cost of \$13/layer sample for Bulk Analysis. Also, 5 samples are planned for Point Count analysis at \$35/sample. Four paint chip samples are estimated at \$15/sample.

### **Assumptions**

The following assumptions were used in developing the scope and fee for this proposal:

- Asbestos inspection will conform to DHS, DNR, and EPA guidelines;
- Lead inspection will conform to DHS 163;
- Proposal includes a 1-day rental for the XRF equipment for lead inspection;
- The roof will not be investigated and will be assumed to have Asbestos Containing Material;
- All accessible paint/substrate combinations will be tested within the structure unless already tested positive;
- Asbestos sampling is destructive and KSingh will not replace sampled materials.
- The owner will provide an onsite location for storage of waste from asbestos sampling; asbestos sampling waste disposal costs are not included.

### **General Conditions**

The Terms and Conditions for this project are attached.

### **Performance Schedule**

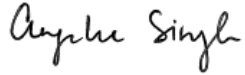
The fieldwork can be completed within 1 weeks of your approval and Notice to Proceed.

### **Closure**

KSingh appreciates this opportunity to provide the requested asbestos and lead-based paint inspection services. Please send your authorization by endorsing this proposal to proceed. Should you have any questions regarding this proposal, please contact us at (262) 821-1171.

Sincerely,

K. SINGH & ASSOCIATES, INC.



Angy K. Singh, Ph.D.  
Director of Business Development



Ajay Singh, MPM, PE  
Principal Engineer

Attachments: Level of Effort  
General Conditions

CITY OF RACINE

By: \_\_\_\_\_  
Cory Mason, Mayor Date

ATTEST:

By: \_\_\_\_\_  
Tara McMenamin, City Clerk Date

Provisions have been made to pay the liability that will accrue hereunder.

By: \_\_\_\_\_  
Kathleen Fischer, Finance Director Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott R. Letteney, City Attorney Date

**KSingh / City of Racine**

**McMynn Parking Ramp - Pre-Demolition Inspection**

**2/18/2026**

**Table 1 - Summary of Fees**

<b>Category</b>	<b>Dollars</b>
KSingh Fees	\$6,230.00
Subconsultants	\$820.00
Expenses	\$722.50
<b>TOTAL</b>	<b>\$7,772.50</b>

KSingh / City of Racine

McMynn Parking Ramp - Pre-Demolition Inspection

2/18/2026

Table 2 - Level of Effort

Classification	Principal / PM		Senior Engineer		Asbestos Inspector		Lead Inspector			
Factored Hourly Wage	\$ 175.00		\$ 150.00		\$ 100.00		\$ 90.00			
Task	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Project Management and Reg Coordination	1	\$175.00		\$0.00		\$0.00		\$0.00	1	\$175.00
Site Visit, Project Planning		\$0.00		\$0.00		\$0.00	2	\$180.00	2	\$180.00
Asbestos Data Collection and Testing		\$0.00		\$0.00	12	\$1,200.00		\$0.00	12	\$1,200.00
Lead Based Paint Inspection and Testing		\$0.00		\$0.00		\$0.00	12	\$1,080.00	12	\$1,080.00
Hazardous Materials Assessment		\$0.00	2	\$300.00		\$0.00	8	\$720.00	10	\$1,020.00
Asbestos & Lead Based Paint Report	1	\$175.00	4	\$600.00		\$0.00	20	\$1,800.00	25	\$2,575.00
<b>TOTAL</b>	<b>2</b>	<b>\$350.00</b>	<b>6</b>	<b>\$900.00</b>	<b>12</b>	<b>\$1,200.00</b>	<b>42</b>	<b>\$3,780.00</b>	<b>62</b>	<b>\$6,230.00</b>

KSingh / City of Racine

McMynn Parking Ramp - Pre-Demolition Inspection

2/18/2026

Table 3a - Direct Expenses

Expense Type	Units	Unit Price	Dollars
Mileage	100	\$ 0.725	\$72.50
XRF Equipment	1	\$ 650.00	\$650.00
<b>TOTAL</b>			<b>\$722.50</b>

Table 3b - Subconsultant Expenses

Expense Type	Units	Unit Price	Dollars
Lab Testing - Paint Chip	4	\$ 15.00	\$60.00
Lab Testing - PLM Layer	45	\$ 13.00	\$585.00
Lab Testing - Point Count	5	\$ 35.00	\$175.00
<b>TOTAL</b>			<b>\$820.00</b>

**K. SINGH & ASSOCIATES, INC.**  
**GENERAL TERMS AND CONDITIONS FOR SERVICES**

**SECTION 1. SERVICES TO BE PERFORMED**

1.1 General

These General Terms and Conditions (these "Terms") apply to certain services to be performed by K. Singh & Associates, Inc. ("Consulting Engineer") for the client (the "Client") identified in the proposal, quotation, or similar document referencing these Terms (the "Proposal"). Such services are referred to herein as the "Services". The Proposal and these Terms are collectively referred to herein as this "Agreement." In the event of a conflict between any provision set forth in the Proposal and any provision contained in these Terms, the applicable provision set forth in the Proposal shall control.

1.2 Estimates

Unless the scope of services attached to the Proposal (the "Scope of Services") expressly provides otherwise, the fees and costs reflected in the Proposal constitute Consulting Engineer's estimate of the charges required to complete the Services to be performed. Estimates of fees and cost are made by Consulting Engineer on the basis of its experience, qualifications and professional judgment; but such estimates are not guaranteed. If the actual fees and/or costs appear likely to exceed the estimate, Consulting Engineer will notify Client before proceeding.

1.3 Changes in Scope of Services

Any change in the Services shall require the mutual written agreement of Consulting Engineer and Client in the form of a change order. Client may orally authorize changes in the Services, provided such changes are promptly confirmed in writing in the form of a change order executed by the parties.

**SECTION 2. TIME FOR PERFORMANCE**

2.1 Generally

Consulting Engineer shall use commercially reasonable efforts to perform the Services according to the performance schedule specified in the Proposal.

2.2 Effect of Delay

If the Services 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 Payment for Services rendered hereunder shall be on a time and expense basis in accordance with the fee schedule referenced in the Proposal (or if a fee schedule is not referenced in the Proposal, then in accordance with Consulting Engineer's then-current standard rates). Client agrees that time is of the essence as to payment of Consulting Engineer's invoices.

3.1.2 Invoices shall be addressed to Client and submitted monthly by Consulting Engineer and shall be due and payable thirty (30) calendar days after the invoice date. If Client objects in good faith 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 in such written notification the cause of disagreement, and pay when due that portion of the invoice that is not in dispute. If Consulting Engineer and Client cannot resolve the invoice dispute within thirty (30) days after receipt by Consulting Engineer of the notice of objection from the Client, the dispute shall be resolved pursuant subject to section 11 of this Agreement.

3.1.3 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.

3.1.4 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 the Services 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 (and such termination shall be in addition to any other rights or remedies available to Consulting Engineer).

3.2 Witness Fees

Client agrees to make payment to Consulting Engineer, calculated in accordance with Consulting Engineer's then-current 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 Services performed pursuant 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 taxes or fees shall be charged to and reimbursed by Client.

## SECTION 4. CONSULTING ENGINEER RESPONSIBILITIES

### 4.1 Standard of Care

4.1.1 Consulting Engineer warrants to Client that it 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 failure of Services to meet this warranty shall be brought to the attention of Consulting Engineer within thirty (30) days of the delivery of the foregoing to Client; otherwise, such Services shall be deemed accepted by Client.

4.1.2 Consulting Engineer shall not be liable for a breach of the warranty set forth in section 4.1.1 unless Client gives written notice of the defective Services, reasonably described, to Consulting Engineer within 30 days of the date Customer discovers or should have discovered the defective Services.

4.1.3 Subject to section 4.1.2, Consulting Engineer shall, in its sole discretion, either: (1) repair or re-perform defective Services; or (2) credit or refund the fees paid for such defective Services.

4.1.4 THE REMEDIES SET FORTH IN THIS SECTION 4.1.3 SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND CONSULTING ENGINEER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 4.1.1.

### 4.2 Disclaimer of Warranties

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 4.1.1 ABOVE, CONSULTING ENGINEER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

### 4.3 Cooperation with Client

Consulting Engineer shall advise Client of the status of the project contemplated by this Agreement (the "Project") and shall make commercially 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.

### 4.4 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 hereunder 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 shall 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 the 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 shall 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 the Services. Consulting Engineer may rely on such locations and markings in planning and performing the Services that are intrusive, such as drilling and 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 the Services at the Project 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 shall use reasonable efforts to assist in obtaining all other permits, certifications, or approvals that Client is required to obtain in connection with the Services hereunder, which assistance may include the preparation of applications and the collection of required supporting data. Consulting Engineer shall 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 section, confidential information means Consulting Engineer's pricing for the Services and the technical methods and processes used by Consulting Engineer to perform the Services.

7.1.2 Client shall maintain as confidential any confidential information provided by Consulting Engineer, 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 (other than as a result of a breach of this Agreement); (2) has also been independently obtained from a third party who is not under an obligation of confidentiality to Consulting Engineer; or (3) is already known to Client as shown by written records in its possession at the time that such information is received from Consulting Engineer.

7.1.3 Client may disclose confidential information if the confidential information: (1) is required to be disclosed by subpoena or order of a court or governmental regulatory agency, provided that Client gives Consulting Engineer reasonable notice and opportunity to challenge the requirement to disclose; or (2) is disclosed to Client's contractor, subcontractor, engineer, agent or employee who has signed a nondisclosure agreement.

### **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 the Services under this Agreement. Consulting Engineer shall 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 of Consulting Engineer.

## **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 rate for such activity.

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**

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 being engaged to provide the 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 this section 9 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

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 IN NO EVENT SHALL CONSULTING ENGINEER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF: (1) THE AGGREGATE AMOUNT PAID OR PAYABLE TO CONSULTING ENGINEER PURSUANT TO THIS AGREEMENT; OR (2) THE LIMITS OF CONSULTING ENGINEER'S INSURANCE COVERAGE FOR SUCH CLAIM.

9.3.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONSULTING ENGINEER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CONSULTING ENGINEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.3.3 The limitation of liability set forth in section 9.3.2 above shall not apply to any of the following: (1) liability resulting from Consulting Engineer's gross negligence or willful misconduct; and (2) death or bodily injury resulting from Consulting Engineer's negligent acts or omissions.

### 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 section 3 (i.e., with respect to nonpayment of charges), a party 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 and without cause 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 of the 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 of the 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 If 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 the 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 the 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

Sections 3, 7, 8, 9, 10, 11 and 12 of this Agreement shall survive 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 and Client shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-4.3(a), 60-300.5(a), and 60-741.5(a) and 29 C.F.R. Part 471, Appendix A to Subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

## 12.7 Employee Wage Disclosure

Pursuant to Executive Order 13665, Consulting Engineer and Client will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Consulting Engineer's legal duty to furnish information.

## 12.8 Minimum Wage

If applicable to this Agreement, the requirements of Executive Order 13658/Establishing a Minimum Wage for Contractors and its implementing regulations at 29 C.F.R. Part 10 are incorporated herein by reference.

## 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 Section Headings

The section 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 constitutes the complete and final agreement between Consulting Engineer and Client regarding the subject matter hereof. 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. If Client's purchase order form, acknowledgement or similar document 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 document shall be void and of no force or effect.

End of Terms