



Ballpark Commons Office Building
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Franklin, WI 53132
(414) 336-7900
foth.com

March 8, 2023

John Rooney, P.E
Commissioner of Public Works
City of Racine
730 Washington Avenue
Racine, WI 53403

RE: Transfer Station Construction and Environmental Assistance
City of Racine Transfer Station Site – 6110-6300 21st Street

Dear Mr. Rooney:

Foth Infrastructure & Environment, LLC (Foth) is pleased to submit this Addendum to our original scope of services for environmental assistance and additional construction services. The environmental assistance is required by Wisconsin code to fulfill the unique environmental requirements for the selected transfer station site located at 6110-6300 21st Street. The additional construction services are proposed to meet the City's needs during the construction phase.

Foth staff have a long history of addressing unique environmental impacts such as the selected transfer station site. Our team is confident that the proposed approach will fulfill the Wisconsin requirements as timely and as cost effectively as possible. Additionally, based on discussions with you and your staff we have increased the amount of onsite time to assist the City with construction observation. We have significant experience providing construction oversight on similar projects.

We understand that this additional work, as defined in the attached scope of services, will become an addendum to the previously signed Agreement for Professional Services. If other means of documenting this addendum to our scope are required, please let us know.

Please contact Andrea Lorenz at 414-458-8573 or Nathan Klett at 651-247-7881 with any questions.

Sincerely,

Foth Infrastructure & Environment, LLC

Andrea Lorenz, PG, PE
Lead Environmental Engineer
Licensed in IL, IA, MN, WI
Enclosure

Nathan Klett, PE
Senior Client Manager
Licensed in MN

City of Racine
Transfer Station Construction and Environmental Assistance
March 2023
Scope of Work

I. Our Understanding of Your Project

Foth Infrastructure & Environment, LLC (Foth) is assisting the City of Racine (the City) with development of a transfer station at 6110-6300 21st Street (the Site). The City anticipates beginning the construction of the transfer station this spring.

Foth prepared a scope of work in March 2022 which included a lower level of assistance during the construction phase. At the City's request, Foth has increased the planned level of effort to support the City during construction.

The approved scope of work (March 2022) was prepared prior to the selection of a transfer station site. The selected Site has unique environmental challenges, specifically its location adjacent to the former hazardous waste unit of the Republic Services Kestrel Hawk Landfill. Due to the proximity, groundwater contamination is present on the Site, which contains remedial infrastructure to manage the contamination, and is regulated by the Wisconsin Department of Natural Resources (WDNR) via NR 500 and 600. Prior to the property purchase, Foth conducted a review of landfill documents and coordinated with both Republic and the WDNR and verified that the transfer station can proceed. Foth advocated for a streamlined approach to gaining approval for the minor modifications required to the remedial infrastructure, and the WDNR agreed that a simple letter style modification request is the appropriate approach. The modification request has not yet been submitted.

II. Scope of Services

Foth will provide the services as defined below. The task numbers reference the original tasks approved by the City.

Task 3 Amendment – Environmental Assistance (Remedial Infrastructure Coordination)

Foth will coordinate with Republic Services and WDNR to gain approval to modify the remedial infrastructure associated with the landfill, allowing the transfer station construction to proceed as planned. Due to the minor nature of the proposed modifications, Foth advocated for a simple letter style request as opposed to the formal plan modification for this approval, which was agreed to by the WDNR. Foth will prepare the letter style modification request for submittal to the WDNR. A draft will be provided to both Republic and the City.

Foth will continue communicating with Republic and WDNR regarding the remedial infrastructure. Foth will provide construction oversight of the remedial infrastructure

modifications and will prepare a construction documentation memo for Republic to include in their Annual Report or provided directly to the WDNR.

Deliverable: A letter describing the remedial infrastructure modifications will be prepared and submitted to WDNR. A memo documenting the remedial infrastructure modifications will be prepared and submitted to Republic and/or WDNR.

Task 6 Amendment – Construction Services

During construction of the transfer station, the design team anticipates providing construction administration to include onsite construction observation services (approximately one visit per week), weekly construction meetings, schedule tracking, submittal review and approval, processing of pay applications, providing responses to requests for information, potential change order processing, budget tracking, and project close out at completion.

III. Client Responsibilities

The City is responsible for the following information and activities:

- ◆ Provide a single contact source for review, comment, and decision making on all issues related to the project as well as assisting with site access and coordination of sampling activities.

IV. Project Team

Nathan Klett, PE, with many years of solid waste experience in Wisconsin, will lead the Foth team. Andrea Lorenz, PG, PE, will act as both as project manager and technical lead. Andrea is familiar with both solid waste and environmental remediation regulations in the State of Wisconsin.

V. Schedule

Work to coordinate the remedial infrastructure with the transfer station construction has begun and will continue during construction. Construction services will be performed as needed depending on transfer station construction.

VI. Reimbursement

Foth proposes to complete the scope of work on a time and materials basis, as follows:

Task	Estimated Cost
Task 3 Amendment – Remedial Infrastructure Coordination	\$36,100
Task 6 Amendment – Construction Services	\$65,600
Estimated Total	\$101,700

VII. Optional Services

Through the development of this project, additional items may be necessary for the completion of the project. If these items are required, they would be considered extra services and additional compensation would be warranted. Compensation for such services may be negotiated at a future time, as desired. The following is a list of these possible services:

- ◆ Assistance with soil profiling and disposal. This depends on the results of the soil quality (lab report) and the soil balance developed during the civil design of the transfer station.

VIII. Assumptions

The following assumptions are in effect:

In light of recent global events, labor shortages or supply chain disruptions resultant from epidemic or pandemic events (e.g., the Covid-19 outbreak) are specifically to be considered grounds constituting a force majeure condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a changed condition event and shall afford Foth the opportunity for schedule and cost relief associated with such an event notwithstanding any express language in the Agreement to the contrary.

IX. Agreement to Proceed

We understand that this additional work will become an addendum to the previously signed Agreement for Professional Services. If other means of documenting this addendum to our scope are required, please let us know.



**AGREEMENT FOR SERVICES
ADDENDUM No. 23-01**

Project Title: Racine WI Transfer Station Construction and Environmental Assistance

FOTH Project Number: 0022R021.00

CLIENT Project Number:
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **March 1, 2022**), (hereinafter "Addendum"), is made and entered into **8th** day of **March, 2023** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Racine, WI**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Racine, Wisconsin

Address: 730 Washington Ave, Racine WI 53403

Phone No: (262) 636-9400 Email Address: Ronald.Pritzlaff@CityofRacine.org

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Consultant's services is provided as outline in the attached proposal

Schedule: Services shall be performed according to the following schedule:

The schedule for the consultant's services is provided in the attached proposal.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$.00

Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$.00

Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 101,700.00

Other as stated here:

Special Conditions (if any):

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____

Signed: 

Name (printed): _____

Name (printed): Nathan O. Klett

Title: _____

Title: Senior Client Manager

Date: _____

Date: 3/8/2023

Signed: 

Name (printed): Bruce D. Rehwaldt

Title: Senior Client Manager

Date: 3/8/2023



**Foth Environment Solutions
Public Solid Waste
2023 Labor Rate Schedule***

Classification	Hourly Rate (USD)
Program Director/Corporate Executive	\$256
Client Director	\$200
Project Director	\$195
Project Manager III	\$188
Project Manager II	\$177
Project Manager I	\$168
Engineer/Scientist VI	\$200
Engineer/Scientist V	\$192
Engineer/Scientist IV	\$179
Engineer/Scientist III	\$160
Engineer/Scientist II	\$147
Engineer/Scientist I	\$130
Technician VI	\$173
Technician V	\$148
Technician IV	\$130
Technician III	\$115
Technician II	\$105
Technician I	\$85
Project Coordinator	\$131
Assistant II	\$97
Assistant I	\$86

INVOICING PROCEDURES

- ◆ All personnel are billed portal-to-portal for required travel.
- ◆ All testimony or direct mediation work including the following: depositions; trial testimony; mediation meetings or presentations; public meetings; public hearings; standby time; pre-trial preparation; and other litigation/mediation services will be billed with a separate Litigation/Mediation Rate Schedule.
- ◆ Expedited deliverables requested by the client that require overtime work will be billed at one and one-half times the hourly billing rate for the overtime hours worked. Prior notice of this surcharge will be given.
- ◆ Payments are due and payable in accordance with the terms of the Agreement with Foth Infrastructure & Environment, LLC (Foth).
- ◆ Foth reserves the right to modify this schedule periodically, as appropriate.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth.



**Foth Environment Solutions
Public Solid Waste
2023 Resource Charges***

Item	Cost Basis	Standard Charge (USD)
Standard Office/Communication/Software⁽¹⁾		3% of labor
Travel		
Automobile Travel	Mileage	\$0.70/mi ⁽²⁾
Public Transportation		Cost + 10%
Subsistence and Lodging		Cost + 10%
Foth Survey Vehicles	Mileage	\$1.00/mi ⁽³⁾
Equipment		Based on market rates ⁽³⁾
Subconsultants (drilling, laboratory, etc.)		Cost + 10%
Outside Printing Costs		Cost + 10%
Specialty Mailing Services		Cost + 10%
Miscellaneous		Cost + 10%

Notes: The cost of specific technical equipment and employee travel expenses needed on projects is in addition to the hourly labor rates. This list is not all inclusive but represents the most common resource charges applied to Foth projects.

- ⁽¹⁾ Standard Office/Communication/Software charges are designed to cover Foth's costs for the following: in-house printing/reproduction; standard postage, except express or specialty mail; and software usage.
- ⁽²⁾ Mileage rates are subject to change based on Federal Government Standards.
- ⁽³⁾ Foth Survey Vehicle and Equipment charges are subject to change based on availability and economic conditions. Special equipment rates quoted on an individual basis, if requested.

* Do not provide this rate schedule or copies of this rate schedule to other parties without prior approval of Foth.