

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Racine Wastewater Utility (“Client”), and Short Elliott Hendrickson Inc. (“Consultant”), effective November 3, 2016, this Supplemental Letter Agreement dated April 29, 2020 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **Lift Station 4 / Convention Center Sanitary Sewer Service Project**.

Client’s Authorized Representative: Keith Haas

Address: 800 Center Street, Room 227, City Hall Annex
Racine, WI 53403-1481

Telephone: 262.636.9434 **email:** Keith.Haas@cityofracine.org

Project Manager: Al Bush

Address: 809 N 8th Street, Suite 205
Sheboygan, WI 53081

Telephone: 920.287.0828 **email:** abush@sehinc.com

Scope: Client owns and operates a sanitary sewer collection system for the City of Racine, Wisconsin. A new hotel and convention center is proposed along the Racine lakefront area, adjacent to Festival Hall, near the intersection of Lake Avenue and 5th Street. The Lakeshore Towers condo development is located to the north of Festival Hall, at the intersection of Lake Avenue and Christopher Columbus Causeway. Existing sanitary sewer Lift Station 4, which currently serves Lakeshore Towers, is located south, at the intersection of Festival Park Drive and 5th Street. Construction of the proposed hotel and convention center will likely disrupt existing sanitary sewer lines from Lakeshore Towers to Lift Station 4. Additional sewer flows from the proposed hotel and convention center are anticipated.

Task 1. Project Study and Evaluation

Consultant will work with Client to develop a sanitary sewer service concept for the Lift Station 4 service area. It is anticipated that the sewer service area study will include the following:

1. Conduct a video conference kickoff meeting with Client staff and City staff to discuss existing system configuration, and develop a request for information.
2. Evaluate existing firm pumping capacity of existing Lift Station 4. Provide Client with lift station flow test (drawdown) methodology and log forms in spreadsheet format. Drawdown test to be performed by Client staff.
3. Contact developer for proposed hotel and convention center to obtain sanitary sewer service information. Conduct video conference with developer, City staff, and Client staff to review proposed hotel and convention center design data.
4. Develop maps and figures for each alternative, showing locations of existing facilities, locations of new pipes and new lift station(s), and overlay of proposed hotel and convention center.
5. Evaluate Lift Station 4 location and elevation to determine feasibility of continued service for increased flows.
6. Evaluate feasibility of gravity flow to the existing deep 84-inch interceptor at the intersection of Lake Avenue and 4th Street.
7. Evaluate location and elevation of possible new lift station to supplement existing Lift Station 4.
8. Evaluate location and elevation of possible new lift station to replace existing Lift Station 4.
9. Evaluate new lift station type, architectural treatment, and landscaping considerations with input from developer, City staff, and Client staff.
10. Prepare cost estimates of three lift station alternatives for comparison.

11. Prepare draft engineering study report of findings for Client Review.
12. Coordinate with developer, City staff, and Client staff on study findings and recommendations. Two video conference meetings are anticipated.
13. Incorporate comments received from the above meetings into a final engineering study report of findings.

Budget for Task 1: \$30,000

Task 2. Project Design

Consultant will work with Client to develop a sanitary sewer service design for the Lift Station 4 service area. It is anticipated that the project design will include the following:

1. Conduct a design kick-off meeting with Client staff. Discuss equipment preferences, control system and SCADA system requirements. Prepare minutes of the meeting and distribute to the Client.
2. Contact the utility companies, including: electric, telephone, gas, and cable TV, to discuss the proposed project and obtain maps of their existing utilities in the project areas.
3. Coordinate and furnish survey personnel and equipment required to obtain field information necessary to prepare Contract Documents for the project, including electric, telephone, gas, cable TV, storm sewers, sanitary sewers and water mains. Obtain property deeds, right-of-way plats, and other information to establish right-of-way lines, property lines and survey control.
4. If necessary, assist the Client in obtaining a geotechnical subsurface investigation including soil borings. The Client will contract directly with the geotechnical firm and pay for all costs for the geotechnical work separate from project costs.
5. Prepare preliminary design drawings of the replacement lift station and force main, including a site plan and mechanical layout of piping and major equipment in the wet well and pump control panel location. Prepare plans of the improved site and submit to the Client for review and approval. Meet with Client staff to review the preliminary design drawings and obtain comments.
6. Prepare final design drawings and specifications for incorporation into Contract Documents. Contract Documents shall be submitted to the Client for review at the 90% completion point. The drawings will show the general scope, extent and character of the work to be furnished and performed by a Contractor. The specifications will be prepared in conformance with the format of the Construction Specifications Institute (CSI) and the Engineer's Joint Contract Documents Committee (EJCDC). The Contract Documents will be based on a single prime construction contract.
7. Meet with the Client at the 90% completion point to present a summary of the project design and to obtain Client staff review comments. Prepare an updated construction cost estimate at the 90% completion point.
8. Prepare for review and approval by the Client contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders. All of these documents shall be consistent with the forms and pertinent guide sheets prepared by the EJCDC.
9. Furnish the Contract Documents for review and approval by the Client, Wisconsin Department of Natural Resources (WDNR) and other governmental agencies having jurisdiction.
10. Prepare final Bidding Documents based on comments received from the Client and regulatory agencies.

Budget for Task 2: \$70,000

Task 3. Project Bidding

Consultant will work with Client to successfully bid the Lift Station 4 Improvements. It is anticipated that the bidding assistance will include the following:

1. Provide the Client with electronic Invitation to Bid documents; in MS Word formatting, including all Client bidding document requirements.
2. Assist the Client in obtaining construction bids for a single prime construction contract, including printing sets of Bidding Documents, maintaining a list of plan holders, and receiving and processing payments for the Bidding Documents.

3. Assist the Client with responding to questions and/or comments during the bidding period and issue addenda as appropriate to interpret or clarify the Bidding Documents.
4. Prepare a bid tabulation sheet and attend the bid opening as requested by Client.
5. Evaluate the bids and prepare a recommendation to the Client for award of the Contract.

Budget for Task 3: \$15,000

Task 4. Project Construction Related Services (CRS)

Consultant will work with Client to provide CRS for the Lift Station 4 project. It is anticipated that Consultant's CRS will include the following:

1. General Administration of Construction Contract - Consult with Client, assume the duties and responsibilities as the Engineer, and act as Client's representative as provided in the General Conditions of the Contract Documents.
2. Pre-construction Meeting: Consultant will conduct a pre-construction meeting. Consultant will prepare the agenda, preside at, and issue minutes to attending parties.
3. Clarifications and Interpretations; Field Orders - Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Issue Field Orders authorizing minor variations from the requirements of the Contract Documents
4. Change Orders and Work Change Directives - Recommend Change Orders and Work Change Directives to Client. Obtain Owner's approval and issue Change Orders and Work Change Directives to Contractor.
5. Shop Drawings and Samples - Review shop drawings for conformance with the technical information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Applications for Payment - Review Contractor's Applications for Payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, which, to the best of Consultant's knowledge, information and belief, that Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the Contract Documents.
7. Record Documents - Receive and review annotated record documents, which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. Prepare Record Drawings showing appropriate record information based on the Project annotated record documents received from the Contractor
8. Provide the services of a Resident Project Representative (RPR) to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. RPR services will be provided in accordance with attached Exhibit B.

Budget for Task 4: \$50,000

Assumptions

Developer, City, and Client will provide Consultant with the following background information, as available:

1. GIS sanitary sewer maps of the project area.
2. Record Drawings for Lift Station 4.
3. Condition assessment for Lift Station 4, if available.
4. Existing flow records for Lift Station 4.
5. Record drawings for 84-inch interceptor at the intersection of Lake Avenue and 4th Street.
6. Past results of peak flow storage, hydraulic profile, and liquid level elevations for 84-inch interceptor at the intersection of Lake Avenue and 4th Street.
7. Record Drawings for Lift Station 4 service area sanitary sewers.
8. Water consumption data for Lakeshore Towers.
9. Drainage Fixture Unit (DFU) data for Lakeshore Towers.
10. Drainage Fixture Unit (DFU) data for proposed Hotel and Convention Center (from developer).
11. It is anticipated that a new lift station design concept will consist of a single submersible type lift station with emergency generator, similar to the ongoing North Beach Lift Station design.

Schedule: Consultant will complete the described scope of work as follows:

- Task 1: May – July 2020
- Task 2: August – October 2020
- Task 3: November – December 2020
- Task 4: January – June 2021


Payment: The fee is hourly estimated to be \$165,000 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

c:\data\work\marketing\racine ww (client maintenance no 138837)\155512.ls 4 - convention center\20200429 racine ls 4 - convention center sewer service project rev 2.docx

Short Elliott Hendrickson Inc.

Racine Wastewater Utility

By: 

 Alan Bush, PE, BCEE, ENV SP
 Title: Senior Professional Engineer

By: _____

 Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between Racine Wastewater Utility (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 29, 2020

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

c:\data\work\marketing\racine ww (client maintenance no 138837)\155512.ls 4 - convention center\20200429 exhibit a1.docx

Exhibit B
to Supplemental Letter Agreement
Between Racine Wastewater Utility (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 29, 2020

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

c:\data\work\marketing\racine ww (client maintenance no 138837)\155512.ls 4 - convention center\20200429 exhibit b.docx