

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between Racine Water & Wastewater Utilities ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective November 3, 2016, this Supplemental Letter Agreement dated June 17, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: On Call Air Permitting Consulting.

Client's Authorized Representative: Nate Tillis

Address: City Hall Annex, 800 Center Street, Rm 227, Racine, WI 53403

Telephone: 262.636.9434 **email:** nate.tillis@cityofracine.org

Project Manager: Patti Stickney

Address: 6808 Odana Road, Suite 200, Madison, WI 53719-1137

Telephone: 608.239.2998 **email:** pstickney@sehinc.com

Scope: Client operates a wastewater treatment plant (the "Plant") located in Racine, Wisconsin. Air emissions from the plant are regulated under an air permit issued by the Wisconsin Department of Natural Resources ("WDNR"), Permit No. 25200340A-P04. With a recent permit modification, the plant became a major emission source under the Title V air permitting program. The permit requires compliance demonstration activities, emission reporting, emission testing, compliance plan preparation, and periodic permit modification and renewal.

Consultant proposes to provide Client with on-call air permitting services to address air permit-related requirements. Potential tasks completed under this agreement could include the following:

Task 1. Air Permit Actions

Periodically, Client wishes to install new emission sources, such as new engines, boilers or flares, that require an air construction permit. Consultant will work with Client to determine if the new equipment needs a construction permit, and if so, prepare an application. Permit applications typically include a project description, emission calculations, a state and federal air regulation review, and air permit application forms. Depending on the project, air dispersion modeling is often required. After submittal of an application, Consultant is available to respond to information requests from the Department of Natural Resources and to review the draft permit prior to issuance.

Task 2. Air Dispersion Modeling

To support Task 1, Consultant may need to conduct air dispersion modeling to match the final permitting strategy approach. The results of the modeling will be documented in a memorandum to be included in the air permit application.

Task 3. Interaction with WDNR

As needed, Consultant is available to lead communication with the WDNR. This task might include drafting formal letters to the WDNR and representing Client at meetings with WDNR staff. Consultant will also review the draft permit prepared by WDNR and proposed changes or alternative permit language.

Task 4. Emission Inventory and Reporting

Consultant is available to help Client prepare and submit air permit-related reports such as the annual air emission inventory, air permit monitoring reports, and the compliance certification. Consultant is available to update emission factors in the WDNR ARS system based on biogas testing or emission testing conducted the previous year.

Task 5. Emission Testing

As needed, Consultant is available to help Client conduct engineering or compliance emission testing. Consultant will help calculate emission factors from the test results and use the emission test results in the permit strategy and, if appropriate, in the permitting documents. This task might include hiring a third-party emission testing firm to conduct emission testing.

Task 6. Compliance Services

Consultant is available to assist with other environmental compliance-related tasks. These might include negotiating compliance activities with permits. Consultant is also available to help Client prepare for, and complete, environmental compliance inspections conducted by WDNR staff.

Schedule: Consultant will work with Client to develop a schedule for deliverables prepared under this agreement.

Payment: The fee is hourly and includes expenses and equipment. Consultant recommends establishing a project budget of \$50,000. 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.

Short Elliott Hendrickson Inc.

Racine Water & Wastewater Utilities

By: _____

By: _____

Full Name: _____

Full Name: _____

Title: _____

Title: _____

Exhibit A-1

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 but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

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.