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Lake Elmo, MN 55042
(651) 288-8550 • Fax: (651) 288-8551
www.foth.com

May 20, 2022

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

Dear John:

RE: Additional Services for the Transfer Station Construction

Thank you for the opportunity for Foth Infrastructure & Environment, LLC (Foth) to submit this addendum to our scope of work to provide strategy assistance during planning for construction of the transfer station in Racine, WI. Foth provided a Scope of Work to for Engineering Services for the transfer station construction on March 1, 2022. Subsequently, the City of Racine requested additional services to assist with communication with Waste Management and evaluation of the impacts of including materials from Waste Management at the transfer station, as described below in Task 7.

Task 7: Strategy and Communication Assistance

During the ongoing transfer station planning, Waste Management requested a discussion of potential coordination possibilities for the City to allow Waste Management to bring materials to the transfer station. As discussed with the City, Foth anticipates assisting the City with strategy, cost and revenue impacts, and potential contract negotiation and development. This additional phase includes online or in person meetings as requested by the City, evaluation of financial impacts for the City of Racine, and negotiation assistance. The cost for the Strategy and Communication Assistance is estimated to be \$3,500.

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.

If you have questions regarding our proposal, please contact Nathan Klett at (651) 288-8519 or Nathan.Klett@Foth.com.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in blue ink, appearing to read "Bruce Rehwaldt".

Bruce Rehwaldt, PE LEED AP (lic. in AZ, CA, IA, MN, NM, WI, WY)
Senior Client Manager

A handwritten signature in blue ink, appearing to read "Nathan Klett".

Nathan Klett, PE (lic. in MN)
Senior Client Manager



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March 1, 2022

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

Dear John:

RE: Engineering Services Scope of Work for Plans, Specifications, and Estimates for Construction of a Transfer Station

Thank you for the opportunity for Foth Infrastructure & Environment, LLC (Foth) to submit this scope of work to provide engineering services for preparing plans, specifications, and estimates (Bidding Documents) for construction of a transfer station in Racine, WI.

Foth is currently finalizing our work with Racine to evaluate their waste management options once the Kestrel Hawk landfill closes, which includes using haul trucks to direct haul to another landfill, construction and operation (or contract operation) of a transfer station, and privatization of the solid waste services for Racine. Based on the draft options analysis, the option for the City to construct, own and operate a transfer station is estimated to be the most cost effective.

As a part of the options analysis work being completed, Foth prepared an opinion of cost for construction of a transfer station based on our experience and published data on transfer station sizing. The opinion of cost presented in the options analysis, was \$2,919,000, which includes building construction, a compactor, front end loader, single scale, site work and local site review, and permitting of a building that is anticipated to be 8,000 square feet. Based on your email dated January 19, 2022 and follow-up email dated February 11, 2022, we are providing this scope of services for preparation of Bidding Documents for construction of a transfer station in Racine, WI.

During development of the Bidding Documents, Foth will provide site civil engineering, solid waste permitting, and expertise in solid waste management and facility design. Foth anticipates working with our trusted architectural and structural partner, KOMA. Foth and KOMA have completed several similar facilities in the recent past for other public clients and are currently working on bidding documents for another transfer station design for Otter Tail County, Minnesota. We typically break down the project into several phases/tasks that are described below in further detail.

Task 1: Schematic Design

During schematic design, the team will work with City staff and the Cities designated consultant, Concord, to further develop the site and building layout and design elements that are important to the City, which may include office space, restroom facilities, number of scales, building materials, etc. The schematic design process provides additional details to the design team to provide an updated opinion of cost to keep the overall project within budget. It also helps the design team better understand the level of effort for the remaining phases of the design process. Foth understands this phase of the project will include meetings with the City and Concord to make sure the transfer station design does not adversely impact the City's planning process for a future Department of Public Works campus planning. This task also includes site visits with the City to existing transfer stations to discuss and observe transfer station operations. The cost for the Schematic Design task of the project is estimated to be \$46,100.

Task 2: Interim Plan

If the City decides to proceed with the design and construction process for a transfer station, the timeline will likely exceed the length of time Kestrel Hawk will continue to receive waste. Therefore, the City will need to have an interim or "gap" plan to manage solid waste until the transfer station construction is complete. As discussed with the City, Foth anticipates assisting the City with preparation of an RFP to solicit interested parties to provide landfilling services for the collected MSW from Racine until the transfer station is constructed. Foth anticipates issuing this RFP to Pheasant Run Landfill, Emerald Park Landfill, and Metro Landfill and will assist the City with negotiations with the preferred landfill to ensure a seamless transition from Kestrel Hawk to the new landfill location. The cost for the Interim Plan is estimated to be \$9,500.

Task 3 (if authorized): Environmental Remediation

Foth understands that there are several City owned and non-City owned sites being considered for the location of the transfer station. These sites may require some evaluation of potential need for remediation prior to construction of a transfer station. During this task, Foth anticipates performing a programmatic review of the sites to determine how remediation or additional remediation may impact project costs and schedule. If authorized during the site selection process, the cost for the Environmental Remediation programmatic review of the sites for the project is estimated to be \$7,500. No physical sampling is included in the estimated costs for this task.

Task 4: Design Development

The design development phase of the project is when the design team further develops the building-specific details for review by City staff at 60% and 90% of design completion. Additionally, if desired, a more refined cost estimate can be prepared. We anticipate several meetings with the City as well as evaluating and including the requirements of Chapter 98 Article V of the City's municipal code depending on ultimate site selected. The cost for the Design Development task of the project is estimated to be \$62,500.

Task 4a: Permitting

As mentioned above, Foth understands the City is considering several City owned and non-City owned sites as potential locations for construction of the transfer station. Since the transfer station would be a new solid waste facility, the facility will need a WI DNR solid waste permit. Foth has experience working with the WI DNR as well as permitting solid waste facilities, including permitting the new Brown County landfill on a greenfield site. Foth will develop the Plan of Operations required by the WI DNR as a part of the permitting process and will submit all necessary documents to the WI DNR. Additionally, the permitting phase will include working with City Development for planning and building inspections during the construction phase. It is most efficient for this task to be performed in conjunction with the design development task. The Permitting task of the project is estimated to be \$42,500.

Task 5: Construction Documents (Bid Documents)

Construction document development includes preparation of necessary specifications and finalizing design details to produce a project manual for bidding. A final review of the bidding documents by City staff is anticipated. The construction documents phase will include time necessary for the design team to answer design-related questions and to prepare any necessary addenda. Additionally, this task includes preparation of a Request for Bid (RFB) for the equipment needed within the transfer station (i.e. compactor). It is Foth's understanding that the City may be able to use a State purchasing contract or other procurement methods to procure the necessary loader. The cost of the Construction Document preparation task of the project is estimated to be \$120,500.

Task 6: Construction Administration

During construction of the transfer station the design team anticipates providing construction administration to include onsite construction observation services, conducting construction meetings, construction schedule tracking, reviews and approvals of necessary submittals, processing of pay applications, providing responses to requests for information, potential change order processing, budget tracking and project close-out at project completion. The cost associated with the construction Administration task of the project are estimated to be \$85,000

Schedule

Project Schedule for Racine Transfer Station Design and Construction Milestones	
Architecture & Engineering Contract	March 2022
Schematic Design/Environmental Remediation/Interim Planning	8-10 Weeks
Design Development/Permitting	8-10 Weeks
Construction Documents	8-10 Weeks
Bidding	4 Weeks
Construction Administration*	9-12 months

*Construction Administration timeline is dependent on Contractor's schedule

Mr. John Rooney, P.E. Rooney
Commissioner of Public Works
City of Racine
March 1, 2022
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Project Management

Project management, meetings and site visits are included in the tasks listed previously.

Based on our understanding of the scope of services Racine is proposing, as outlined above, to complete this work on a time and materials basis. The final scope of work may need to be revised based on the results of the schematic design process.

If our proposal and agreement are acceptable to you, please review, sign and return the attached Agreement for Professional Services to authorize us to begin. If you choose to authorize our services through a City Purchase Order, please send the document for our Risk Management department to review.

If you have questions regarding our proposal, please contact Nathan Klett at (651) 288-8519 or Nathan.Klett@Foth.com.

Sincerely,

Foth Infrastructure & Environment, LLC



Bruce Rehwaldt, PE LEED AP (lic. in AZ, CA, IA, MN, NM, WI, WY)
Senior Client Manager



Nathan Klett, PE (lic. in MN)
Senior Client Manager

Attachments:

Agreement for Services
2022 Public Solid Waste Labor Rates and Resource Charges



AGREEMENT FOR SERVICES

Project Title
(the "Project"): Racine, WI Engineering Services for Transfer Station

FOTH Project Number: 0022RXXX.00

CLIENT Project Number:
(If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this **1st** day of **March, 2022**, 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 Avenue, 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 will be provided as outlined in the attached Exhibit A, Engineering Services Scope of Work.

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

The schedule for Consultant's services is provided in the attached Exhibit A, Engineering Services Scope of Work.

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) See attached Public Solid Waste Labor Rates and Resource Charges Schedules

☐ Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

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

(Signatures on
next page)

CONSULTANT

Signed: _____

Name (printed): Nathan O. Klett

Title: Senior Client Manager

Date: March 1, 2022

Signed: _____

Name (printed): Bruce D. Rehwaldt

Title: Senior Client Manager

Date: March 1, 2022

CITY OF RACINE

By: _____
Cory Mason, Mayor Date

ATTEST:

By: _____
Tara Coolidge, 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

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the foregoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events 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 Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

Engineering Services Scope of Work for Plans, Specifications, and Estimates for
Construction of a Transfer Station as proposed to John Rooney,
Commissioner of Public Works, City of Racine, WI, March 1, 2022

2022 Public Solid Waste Labor Rates and Resource Charges Schedules



**Foth Environment Solutions
Public Solid Waste
2022 Labor Rate Schedule***

Classification	Hourly Rate (USD)
Program Director/Corporate Executive	\$256
Client Director	\$195
Project Director	\$195
Project Manager III	\$175
Project Manager II	\$167
Project Manager I	\$160
Engineer/Scientist VI	\$195
Engineer/Scientist V	\$182
Engineer/Scientist IV	\$165
Engineer/Scientist III	\$145
Engineer/Scientist II	\$135
Engineer/Scientist I	\$120
Technician VI	\$168
Technician V	\$145
Technician IV	\$125
Technician III	\$110
Technician II	\$100
Technician I	\$78
Project Coordinator	\$125
Administrative Assistant II/Project Administrative Specialist	\$92
Administrative Assistant I	\$82

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
2022 Resource Charges***

Item	Cost Basis	Standard Charge (USD)
Standard Office/Communication/Software⁽¹⁾		3% of labor
Travel		
Automobile Travel	Mileage	\$0.65/mi ⁽²⁾
Public Transportation		Cost + 10%
Subsistence and Lodging		Cost + 10%
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⁾ 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.