

## 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 August 2, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant’s work on the Project described as: **WWTP Biogas Conditioning Project**.

**Client’s Authorized Representative:** Michael Gitter, PE, CHMM  
**Address:** 800 Center Street, Room 227, City Hall Annex  
Racine, WI 53403-1481  
**Telephone:** 262.636.9430 **email:** Mike.Gitter@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 wastewater treatment plant (WWTP) for the City of Racine, Wisconsin. Client has completed facilities planning for improvements to the WWTP. As a part of the planned improvements, a new biogas conditioning system will be provided.

### Task 1. Preliminary Design

Consultant will work with Client to develop a preliminary design for the new biogas conditioning system. It is anticipated that preliminary design tasks 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 equipment vendors to determine characteristics such as power requirements, dimensions, and control panel features.
3. Coordinate with SEH air permitting staff regarding biogas treatment goals and requirements.
4. Coordinate with other firms preparing the design for biogas engine improvements in the Main Equipment Building (Structure 185). Determine design interface points for piping, electrical, and SCADA.
5. Coordinate and furnish survey personnel and equipment required to obtain field information necessary to prepare Contract Documents for the project.
6. 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.
7. Prepare preliminary design drawings of the biogas conditioning system, including a site plan, mechanical layout of piping and major equipment, electrical space requirements, and control panel location in the new building. 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.

Budget for Task 1: \$51,000

### Task 2. Final Design

Consultant will work with Client to complete the final design for the new biogas conditioning system. It is anticipated that final design tasks will include the following:

1. 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.
2. 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 a construction cost estimate at the 90% completion point.
3. 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.
4. Furnish the Contract Documents for review and approval by the Client, Wisconsin Department of Natural Resources (WDNR) and other governmental agencies having jurisdiction.
5. Prepare final Bidding Documents based on comments received from the Client and regulatory agencies.

Budget for Task 2: \$144,300

### **Task 3. Project Bidding**

Consultant will work with Client to successfully bid the project. 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: \$10,100

### **Assumptions**

Client and other design firms will provide Consultant with WWTP record drawings, biogas and engine design criteria, and other requested WWTP background information, as available. The WWTP Improvements are considered to be a Federal Equivalency project by WDNR for the purposes of Clean Water loan funding. Therefore, appropriate WDNR forms and requirements (such as Buy American) will be included in the project specifications. All Clean Water Fund Loan applications and related documentation will be prepared by others.

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


- Task 1: August 2022
- Task 2: September 2022
- Task 3: February 2023

**Payment:** The project will be conducted on a time and materials basis. Consultant recommends that Client establish a budget of \$205,400 for this scope of services. 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 Wastewater Utility**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Agreement for Professional Services**  
**Between Racine Wastewater Utility (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated August 2, 2022**

**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.