

**Project Title**  
(the "Project"): Gartman Property TIF District Infrastructure Design and Platting

**FOTH Project Number:** \_\_\_\_\_

**CLIENT Project Number:** \_\_\_\_\_  
(If applicable)

This Agreement for Services (hereinafter "**Agreement**") is made and entered into this \_\_\_\_ day of **April, 2024**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "**Consultant**") and City of Sheboygan, (hereinafter "**Client**"), for the services described under the Scope of Services (the "**Services**").

**CLIENT:** City of Sheboygan

**Address:** Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714

**Phone No:** 920-459-3367 **Email Address:** [kevin.jump@sheboyganwi.gov](mailto:kevin.jump@sheboyganwi.gov)

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

Design and platting services for The Gartman Subdivision as outlined in the Foth February 26, 2024, Proposal (Exhibit A)

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

Work shall begin upon authorization to proceed and will be completed in accordance with the schedule in Exhibit A subject to the following:

1. Neighborhood Plan approval by City/Developer by the end of May.
2. Temporary Lift Station/Force Main connection to the existing Weeden Creek Road sewer will be acceptable to the Town Wilson.
3. 18<sup>th</sup> Street right-of-way acquired by September 1, 2024.
4. The South Side Sanitary Sewer is designed and constructed by Spring 2026.
5. Authorization to proceed by April 10, 2024.
6. No extensive permitting delays and no delays in private utility installation

**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)
- ☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 935,000.00 to \$995,000.00
- ☐ 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**

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Date: \_\_\_\_\_

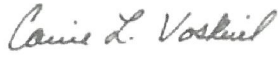
**CONSULTANT**

Signed:  \_\_\_\_\_

Name (printed): Thomas J. Ludwig

Title: State Operations Director

Date: 3/8/2024

Signed:  \_\_\_\_\_

Name (printed): Carrie L. Voskuil

Title: Senior Contracts Manager

Date: 3/8/2024

## **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.

**1.2 Compliance with Laws** - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

**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.

**4.2 Waiver of Subrogation** - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal 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.

**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 invoiced Services and payment in full of all monies due to Consultant on such invoice. 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 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.

**13.1 Insufficient Funding Termination** - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

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

**14.1 Notices** - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

**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.

**15.1 Open Records** - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

**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 acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

**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**  
**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**  
**2024 HOURLY RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

**REIMBURSABLE EXPENSES**

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.





Ballpark Commons Office Building  
7044 South Ballpark Drive, Suite 200  
Franklin, WI 53132  
(414) 336-7900  
foth.com

February 26, 2024

Mr. Kevin Jump, P.E., Civil Engineer/Project Manager  
City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Re: Proposal for City of Sheboygan, WI Gartman Subdivision Design/Platting

Dear Kevin:

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide the City of Sheboygan with the following proposal to provide design engineering and platting services for the Gartman Subdivision which is shown on the enclosed map (Exhibit A). This proposal identifies the main project assumptions, tasks, and provides an estimated level of effort for the Foth team to complete the design/platting.

## **PROJECT UNDERSTANDING**

The proposed Gartman Subdivision consists of an approximate 275-acre mixed-use development including senior housing, single family, multi-family, and condominium residential development along with areas of commercial land use. The Gartman Subdivision is proposed to be developed on land currently owned by the City of Sheboygan and will be funded by TID 23. The project will be developed in at least 5 phases as shown on the enclosed map. It is anticipated that the development will be completed in 2-3 years. Due to existing limited sanitary sewer capacity, Phase 1 will be served by a temporary lift station/force main system which will require Town of Wilson approval. It is currently anticipated that the proposed South Side Sanitary Sewer will be completed by the spring of 2026 at which time the Gartman Subdivision will be able to connect to this new sewer and abandon the temporary lift station/force main.

The roads and development layout shown on the enclosed map are conceptual and will be refined as part of the planning phase of this proposal.

## **PROPOSAL APPROACH/ SCOPE**

Due to the conceptual nature of this existing Gartman Subdivision layout, we have programmed multiple categories of tasks for this proposal as listed below:

- Project Management/Coordination
- Surveying

- Planning
- Phase 1A CSM Design
- 18<sup>th</sup> Street (Weeden Creek Road to Stahl Road)
- Phases 1 and 2 Design/Platting
- Phases 3 and 4 Design/Platting
- Subconsultant Tasks

Each of these categories are summarized below.

Project Management/ Coordination includes external and internal meetings and coordination with the stakeholders including Pelton Builders, Sheboygan County, private utilities, City of Sheboygan, Town of Wilson, WDNR, ACOE, and BLARPC. Internal team and subconsultant management, scheduling and contract administration and reporting are also included.

Surveying includes ALTA survey, topographic survey, and title searches.

Planning includes the development of a revised neighborhood plan (concept plat) utilizing the topo/Alta surveys, wetland delineations, zoning setbacks, and geotechnical investigations as well as stormwater management plan and environmental conditions. Overall stormwater management, conceptual grading, road layout, conceptual utility and drainage plans will also be developed as part of the planning tasks. The proposal also included an allowance for water system modeling and planning assistance if needed.

Phase 1A CSM Design includes the detailed design of grading/erosion control, sanitary sewer, watermain, drainage, and roadway plans for the 1A area as shown on the enclosed map. Design includes plan and specification preparation, permitting, estimating, and bidding. The CSM to create area 1A is being done under a separate proposal.

18<sup>th</sup> Street includes the conceptual design of 18<sup>th</sup> Street from Weeden Creek Road to Stahl Road. It is our understanding that this project will be considered as a stand along project. The 18<sup>th</sup> Street element includes alignment evaluation, right-of-way platting, preliminary drainage layout and wetland coordination/permitting. Detailed design and plan/specification preparation and bidding is not included in this proposal.

Phases 1 and 2 Design/Platting includes the detailed design of grading/erosion control, sanitary sewer, water main, roads and drainage for Phases 1 and 2 as shown on the enclosed map. Due to the timing of construction for the proposed South Side Sanitary Sewer, a temporary lift station/force main will be designed as part of Phase 1. This temporary lift station will be decommissioned upon completion of the South Side Sanitary Sewer. Design includes plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phases 1 and 2 is included.

Phases 3-4 Design/Platting includes detailed design of grading/erosion control, sanitary sewer, water main, roads, and drainage for the Phase 3-4 areas shown in the enclosed map. Design includes, plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phase 3-4 is included.



Subcontractor Tasks includes wetland delineation report for the Gartman Subdivision, geotechnical investigation including soil borings, analysis and report are being provided for the proposed roadways, storm water areas and multi-family (12 unit and larger) buildings.

## SCHEDULE

Based upon conversations with City of Sheboygan staff, we have developed a preliminary proposal schedule which is enclosed as Exhibit B. This schedule is based upon notice to proceed by March 1, 2024 and reflects our current understanding of the development timelines. The schedule will be updated to reflect changes in timelines, stakeholder input and permitting.

## FEES

We propose to provide the above-described services on a time and material basis in accordance with our current rate table (Exhibit C) with estimated fees as outlined below. Note that rates will be updated for work performed in 2025 and 2026.

Project Management/Coordination Through Phase 2	\$85,000-90,000
Surveying	\$75,000-80,000
Planning	\$180,000-190,000
Phase 1A Design	\$35,000-40,000
18 <sup>th</sup> Street Conceptual Design/Plat	\$50,000-\$55,000
Phases 1 and 2 Design/Platting	\$375,000-395,000
Subconsultant Tasks	\$135,000-145,000*
Estimated Fee Range Through Phase 2	\$935,000-995,000
Project Management/Coordination for Phases 3 and 4	\$TBD**
Phases 3 and 4 Design/Platting	\$TBD**

\*Includes allowances of \$20,000 for wetland delineation and \$100,000 for geotechnical effort.

\*\*Fees for Phases 3 and 4 will be provided once the planning element has been completed and the schedule for this work can be determined.

The scope of work does not include detailed design or survey work associated with individual building plans such as apartment/condo sites, commercial or senior living developments. Condominium platting can be provided as an additional service. Regulatory fees to be paid by the City.

Construction related engineering services have not been included in this proposal. The extent of these additional services such as staking, construction review, and contract management will be evaluated when the final design is complete, and the level of construction support is understood. We are very excited to work in partnership with the City on this very important project.

If you have any questions regarding our proposal, please call Tom at (414) 336-7905 or Dan at (262) 939-0209.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.  
Principal Engineer / Client Director  
Licensed in WI



Daniel F. Snyder, P.E.  
Lead Civil Engineer/Project Manager  
Licensed in WI

Enclosure: as noted.







## City of Sheboygan - Gartman Subdivision

### Preliminary Schedule - Plase 1A, 1, and 2

Name		Start	Finish	2024												2025											
				Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25			
1	Phase 1A	3/1/24	10/18/24																								
2	CSM	3/1/24	5/31/24																								
3	Field Survey	3/1/24	3/29/24																								
4	Wetland Delineation	4/1/24	4/30/24																								
5	Utility/Roadway Design	3/11/24	5/1/24																								
6	Permitting/Bidding	5/1/24	6/14/24																								
7	Construction	6/17/24	8/30/24																								
8	Master Planning	3/11/24	10/18/24																								
9	Alta Survey	3/18/24	4/19/24																								
10	Geotech	4/1/24	5/31/24																								
11	Neighborhood Plan	3/11/24	5/31/24																								
12	Wetland	4/1/24	6/14/24																								
13	Grading/Roads	5/31/24	7/31/24																								
14	Utility Concept Plan/Water System Modeling	6/17/24	7/31/24																								
15	18th Street Extension	3/25/24	10/18/24																								
16	Condemnation	4/1/24	9/30/24																								
17	Alignment	3/25/24	6/28/24																								
18	Design	8/1/24	10/18/24																								
19	Phase 1	7/1/24	7/31/25																								
20	Grade/Road Design	7/1/24	9/30/24																								
21	Utilities (Sanitary and Water)	7/31/24	9/30/24																								
22	Drainage	7/31/24	9/30/24																								
23	Temporary Lift Station/Force Main	7/31/24	9/30/24																								
24	Permitting	9/2/24	11/29/24																								
25	Bidding Award	10/1/24	10/31/24																								
26	Construction	11/1/24	7/31/25																								
27	Phase 2	7/1/24	7/31/25																								
28	Grade/Road Design	7/1/24	9/30/24																								
29	Utilities (Sanitary and Water)	7/31/24	9/30/24																								
30	Drainage	7/31/24	9/30/24																								
31	Permitting	9/2/24	11/29/24																								
32	Bidding/Award	10/1/24	10/31/24																								
33	Construction	12/3/24	7/31/25																								

FOTH  
February 2024

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC**  
**2024 STANDARD HOURLY RATE SCHEDULE**

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173.00
Principal I	\$248.00	Project Scientist II	\$152.00
Project Manager V	\$248.00	Project Scientist I	\$131.00
Project Manager IV	\$236.00	Technician IX	\$181.00
Project Manager III	\$224.00	Technician VIII	\$171.00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190.00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140.00
Project Engineer VI	\$236.00	Technician IV	\$129.00
Project Engineer V	\$224.00	Technician III	\$119.00
Project Engineer IV	\$197.00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88.00
Project Engineer II	\$172.00	Construction Manager III	\$188.00
Project Engineer I	\$159.00	Construction Manager II	\$157.00
Staff Engineer IV	\$162.00	Construction Manager I	\$137.00
Staff Engineer III	\$152.00	Land Surveyor V	\$212.00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197.00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214.00	Land Surveyor II	\$166.00
Planner IV	\$194.00	Land Surveyor I	\$150.00
Planner III	\$173.00	Project Administrator II	\$106.00
Planner II	\$152.00	Project Administrator I	\$85.00
Planner I	\$131.00	Administrative Assistant	\$64.00

**REIMBURSABLE EXPENSES**

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.