



October 22, 2024

Mr. Pete Hartz
Water System Manager
City of Watertown
800 Hoffmann Drive
Watertown, WI 53094

Subject: Proposal for Engineering Services to Complete Detailed Design and Bid Documents
For Installing a Biosolids Dryer
City of Watertown, Wisconsin | Wastewater Treatment Plant
Mead & Hunt Proposal No. M4666751-242245.01

Dear Mr. Hartz,

Mead & Hunt, Inc. (Mead & Hunt) is pleased to present this proposal to the City of Watertown, Wisconsin (Watertown), for engineering services for the detailed design and installation of a biosolids dryer at its wastewater treatment plant (WWTP). The engineering services will include finalizing the design, creating bid documents for a biosolids dryer, and providing services to support bidding for this project to general contractors.

This proposal was prepared upon the authorization of the Watertown Public Works Board during the September 24, 2024, meeting. It builds upon two previous biosolids dryer projects completed in 2024 by Mead & Hunt for Watertown.

Project Understanding and Approach

Watertown owns and operates a municipal WWTP with an average day design flow of 5.29 MGD. The wastewater treatment is based on an extended aeration-activated sludge process. Regular operation of the treatment process produces approximately 220,000 gallons of primary solids and waste-activated sludge, which are pumped to anaerobic digesters. Digested sludge (averaging about 200,000 gallons per day) is periodically removed and then dewatered for land application. Land disposal of solids is becoming a more challenging solution.

In January 2024, Mead & Hunt completed a study of sludge drying technologies for Watertown. Conclusions from the feasibility study include:

- Sludge drying is viable for Watertown
- Several different types of dryers can be integrated into the existing treatment process

All sludge dryers have the potential to generate a product that meets the State of Wisconsin's Class A requirements. Class A sludge increases the number of land application sites. No sludge dryer can remove per- and polyfluoroalkyl substances (PFAS) from sludge. Still, most dryers are compatible with pyrolysis, an advanced sludge treatment process that has shown promise for removing PFAS from solids.

In October 2024, Mead & Hunt completed a second project that developed conceptual designs of four different biosolids drying approaches. The four alternative approaches were:

- A 'typical' sludge drying approach using a single direct-fired belt dryer to serve as a baseline.
- All electric sludge drying approach using the Shincci sludge dryer/dehumidifier
- A unique 'biological' drying approach using the Bioforcetech drum dryer
- A new sludge destruction technological approach using supercritical water oxidation (SCWO) equipment from 374Water.

The outcome of this conceptual design work was a recommendation to finalize the design of a biosolids dryer that follows the typical sludge drying approach, modified to avoid using a direct-fired dryer. This recommendation was presented to the Public Works Board (Board) on September 24, 2024, and received the Board's support.

Mead & Hunt will complete a detailed design and create bid documents for a biosolids dryer process train located in the existing sludge storage building (sometimes referred to as "the barn") at Watertown's WWTP. Sludge conveying will be added to the existing conveying equipment to redirect dewatered biosolids from the centrifuges to the new dryer(s). Provisions will be included to return operation to the existing sludge processing approach whenever the sludge dryer train is offline for routine, periodic maintenance. A sludge hopper may be included to assist with balancing the dewatering process with the sludge drying process. Dried biosolids will be transferred from the dryer train over a divider wall to a storage area. A new electrical room will be designed to house all the electrical power and instrument control equipment. The new electrical room will be in the barn and will include dedicated HVAC equipment to minimize dust and control temperature within the room.

Scope of Services

Mead & Hunt proposes the following Scope of Services to complete this project.

Task 1 | Site Visit for the Design Team and Data Collection

The design team visiting the WWTP will include the project manager and electrical/controls and mechanical/utility engineers. The design team will initially meet with WWTP staff for a kickoff meeting to review the project and confirm the project goals, objectives, schedule, and project deliverables. Following the meeting, the design team will conduct a walk-through of the existing facility to help familiarize the design staff with the existing treatment process train and any areas that could become part of this project. The design team will be on-site for approximately one day.

Deliverable(s)

- Meeting notes
- Site visit summary

Task 2 | Finalize Process and Instrumentation Diagrams

The design team will use the process flow diagram that was developed as part of the conceptual design as the basis for the process and instrumentation diagrams (P&IDs) that will show the conveying systems, sludge hopper, biosolids dryer(s), utilities, and all instruments that will be used to monitor/control this sludge dryer train. Draft copies of the P&IDs will be sent to WWTP staff for review and comment. The design team will review all comments from WWTP staff and either make changes to the P&IDs or prepare a written response for WWTP staff to review.

Deliverable(s)

- Draft P&IDs
- Any written responses to review comments

Task 3 | Finalize Selection and Sizing of Treatment Equipment

The design team will build on the work completed during the conceptual design project to finalize the sizing and selection of the sludge drying equipment. Critical items that must be selected include the conveyors, sludge hopper, and dryer. The design team will, whenever possible, identify at least three potential suppliers for any critical selected equipment unless otherwise directed by Watertown. The design team will obtain updated or revised quotations and catalog cut sheets for the critical equipment. This information will be used to develop the final engineer's planning level cost estimate and to prepare detailed drawings for the new system.

A dryer equipment workshop will review the most reasonable dryer equipment options for this project and discuss procurement options. Clear direction for the dryer equipment will be necessary to obtain clear direction to support the preparation of plans and equipment specifications.

WWTP staff will be provided with a summary table of equipment for review and comment. The design team will review the remarks from WWTP staff and adjust the equipment selection based on comments or prepare written responses for WWTP staff to review when we do not implement the comments.

Deliverable(s)

- Notes from the Dryer equipment workshop
- Summary table of equipment

Task 4 | Detailed Engineering Stage 1 (30% Complete)

The design team will use the information from Tasks 1 through 3 to begin Stage 1 of the detailed design for the sludge drying system. Equipment location and components will be shown on plans that will form the basis for the final bid set for the construction of the system. The design team will provide enough detail to define the project's scope, the major equipment's location, and other critical project elements.

Stage 1 of the detailed design will include:

- Task 4A - Site Civil/Site Design
 - The site civil/site design will include the following:
 - Overall site plan
 - Location of all sludge drying equipment
 - Coordination with access and general traffic flow and patterns
 - Note that surveying and geotechnical work are not included in this scope of work but may be required.
- Task 4B - Structural Design
 - Stage 1 detailed design of the modifications to the barn floor to add foundation pads for the dryer and sludge hopper along with pads for the conveyor. Design of the partition wall separating the dryer equipment of the dried biosolids storage area will be started. The structural design of the electrical room will also be completed as part of this task.
- Task 4C - Process Mechanical Design & Yard Piping
 - The design team will initiate the layout of the conveyors, hopper, dryer, and other mechanical components to support the biosolids dryer. Generalized sizing and material selection, primary heat trace needs (if any), and insulation requirements will all be part of this process design. Process mechanical design will include the following:
 - Dewater sludge conveyor to the hopper
 - Sludge hopper
 - Sludge conveyor from hopper to dryer
 - Biosolids dryer
 - Dried solids conveyor from drier to storage area
 - All utilities (excluding electrical and controls) such as water, ventilation, and floor drains
- Task 4D - Electrical Design
 - The design team will complete Stage 1 of the detailed electrical power design for the dryer treatment train. Power for the system will come from the existing power panel within the dewatering area. Design services for a new power feed system have not been included but can be added if needed. This electrical design task will entail developing a detailed load list of the sludge drying equipment. This equipment list will be used to evaluate an overall WWTP electrical load and the size of power distribution equipment.

- Task 4E - Controls Concept
 - The new dryer train will require modifications to the existing plant-wide control network. The design team will work with WWTP staff to determine and define hardware and software preferences to help make sure the dryer train interfaces with the existing control network. The preliminary control strategy is based on the following:
 - The dryer treatment train will operate 24 hours a day, 7 days a week, using the sludge hopper to balance loading between the existing dewatering equipment and the biosolids dryer.
 - The instrumentation's primary function is to control, monitor, and report the biosolids drying operation. Startup and shutdown of the dryer treatment train will be a manual operation.
 - The design team will develop control network diagrams to represent the control system.

Deliverable(s) for Task 4

- 30% Complete plan set to include:
 - Preliminary structural installation and removal drawings, including site layout, foundation plans, equipment supports, and in-ground concrete structures
 - Preliminary floor drain installation drawings of the immediate project area, along with interconnection to the existing sludge building drain network
 - Preliminary process mechanical installation and removal drawings, P&IDs, and 2D plans
 - Preliminary process electrical and instrumentation (PEI) installation drawings, plan, input/output (I/O), and single-line diagrams, panelboard schedule
 - Preliminary process mechanical, process electrical, and general construction scopes of work
 - Preliminary equipment list
 - Preliminary description of operations (DOO)

Task 5 | Project Workshop

The design team will host an in-person project workshop for WWTP staff to review Stage 1 of the detailed design. The design work represented by the draft plans represents the 30% complete design of the project. The purpose of this workshop is to review information developed from Tasks 2, 3, and 4. Draft copies of the plan set will be provided to staff a minimum of 3 days before this workshop. The meeting minutes will note all questions and comments from WWTP staff. The objective of this meeting is to have a general agreement on the detailed design with WWTP staff to support advancing to finalizing the detailed design.

Deliverable(s)

- Meeting minutes

Task 6 | Detailed Design Completion Stage 2 (90% Complete)

The design team will use the information from Tasks 2 through 5 to complete the detailed design of the dryer treatment system or train consisting of sludge conveying, drying, and dried biosolids storage. This stage advances the design to meet the Wisconsin Department of Natural Resources (WDNR) or other permit application level of detail requirements.

Copies of the Stage 2 detailed design plans will be provided to WWTP staff for review and comment. The design team will review comments from WWTP staff and either make changes to the plan set or prepare written responses for WWTP staff to review.

Deliverable(s)

- 90% complete plan set including:
 - Final structural installation and removal drawings, including site layout, foundation plans, equipment supports, and in-ground concrete structures
 - Final floor drain installation drawings of the immediate project area, along with interconnection to the existing sludge building drain network
 - Final process mechanical installation and removal drawings, P&IDs, and 2D plans
 - Final process electrical and instrumentation (PEI) installation drawings, plan, input/output (I/O), and single-line diagrams, panelboard schedule
 - Final process mechanical, process electrical, and general construction scopes of work
 - Final equipment list
 - Final description of operations (DOO)
- Any written responses to review comments

Task 7 | Prepare Budgetary Estimate and Construction Schedule

Using the plan set developed in Task 6, the design team will develop a final planning-level construction cost estimate that would include a level of accuracy of $\pm 25\%$ for Watertown to use for project budgeting. The cost will be based on quotations for major equipment, construction trade labor, and equipment/tools/materials for projects of this type. Estimates for contingency, construction-related services, and contractor equipment markup will also be included.

The design team will prepare a preliminary schedule for the project's construction using a weekly time increment.

Deliverable(s)

- Final planning-level construction cost estimate (+/-25%)
- Preliminary Construction Schedule

Task 8 | Completion of Bid Documents (100% Complete)

The design team will advance the detailed design to the final bid documents for this project. Written project specifications will be provided for the sludge drying equipment. The specification booklet would follow the general standards of practice using 16 divisions as follows:

- Division 0 – Bidding and Contract Requirements
- Division 1 – General Requirements
- Division 2 – Site Work
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood and Plastic
- Division 7 – Thermal and Moisture Control
- Division 8 – Doors and Windows
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Instrumentation
- Division 14 – Conveying Systems
- Division 15 – Mechanical
- Division 16 - Electrical

It is anticipated that not all of these divisions will be necessary for this project. The final number of divisions used will be determined after detailed design is complete.

It is assumed that Watertown will provide all front-end documents that comprise Divisions 0 and 1 in an electronic format compatible with Microsoft Word for the design team to add to the project specifications. If such documents are unavailable, the design team will provide Watertown copies of Divisions 0 and 1 from other municipal projects for review to be tailored to this specific project.

The design team estimates that the plan set for the bid documents will include approximately 38 pages comprised of the following:

- Cover page with the project location
- Standard key and legend sheets (6)
- P&ID (1)
- Major Equipment Tables (1)
- Instrumentation and Controls (2)
- Demolition (2)
- Mechanical (3)

- Plumbing/Utilities (2)
- Civil/structural (8)
- Electrical (3)
- Details (9)

WWTP staff will be provided electronic copies of the bid documents. Printed copies would be available upon request.

Deliverable(s)

- Bid documents, including equipment specifications and project plans

Task 9 | Application for WWTP Improvements to the WDNR

The design team will complete the application to the WDNR for approval to improve the WWTP. Mead & Hunt will prepare an engineering report summarizing the reason for improving the WWTP if necessary. After submitting the application, the design team will follow up on the WDNR review process to answer questions or comments.

Deliverable(s)

- WDNR application with supporting documents

Task 10 | Project Bidding Services

The design team will lead the contractor bidding process using a traditional design-bid-build format. The design team will:

- Advertise the project per WDNR requirements
- Host one in-person pre-bid meeting at the WWTP to help contractors become familiar with the project
- Respond to any questions from contractors that may be received.
- Issue addendums as necessary (assumed to be no more than two)
- Lead the contractor bid opening meeting
- Prepare a bid tabulation of any contractor bids that are received
- Complete a review of the apparent low bidder's documentation for conformance with the project requirements
- Issue an award recommendation to Watertown
- Prepare a notice of award to the selected contractor as directed by Watertown

Deliverable(s)

- Project Advertisement
- Host Pre-bid meeting
- Respond to Contractors questions

- Prepare Addendums, if needed
- Lead Bid opening and prepare bid tabulation
- Prepare an award recommendation to Watertown
- Prepare the Notice of Award to the selected contractor as directed by Watertown

Once the contract for this project is awarded, the design team will provide Watertown with a separate proposal for engineering services during construction to include equipment submittal review, contractor requests for information, review, and approval of pay requests, site work progress inspections, equipment checkout, final walkthrough of the project, start-up, and preparation of an operation and maintenance manual complete with as-built drawings.

Assumptions

The following assumptions apply to this proposal and are not included in the project schedule or cost.

- WWTP staff familiar with the current dewatering and dewatered sludge storage areas will be available to answer questions from the design team during the site visit and thereafter.
- Plan sets of the existing buildings and equipment are available in an electronic format and will be provided within 1 week after the kickoff meeting
- All utilities are available to meet the equipment needs. The various utilities required to support the wastewater treatment system will not require capacity upgrades.

Exclusions

The following exclusions apply to this proposal and are not included in the project schedule or cost.

- Engineering services during construction (ESDC).
- Dedicated electrical power feed to the new motor control center.
- Geotechnical and site survey studies.
- Sampling and testing labor and fees.
- Environmental permitting, permit submittal, and permit application fees.
- Equipment procurement
- Contracts for any subcontractors
- Construction management
- As-built documents
- Programming (such as the facility supervisory control and data acquisition (SCADA), PLC, human-machine interface (HMI), or other).
- Training of operators.

Project Schedule

Mead & Hunt is prepared to begin work on this project within 2 weeks of receiving a signed contract and notice to proceed. The total project should be completed in approximately 6 months. The following is an estimate of the schedule:

Project Schedule

Task	Descriptions	Anticipated Completion/Duration
1	Site visit and data collection	Within 2 weeks of contract issuance and execution
2	P&ID Completion	Within 2 weeks of contract issuance and execution
3	Final Equipment Selection	Within 3 weeks of site visit
4	30% Complete	8 weeks after Tasks 2 & 3 are finished
5	30% Review Workshop	Within 2 weeks after Task 4 is completed
6	90% Complete	8 weeks after Task 5 is complete
7	Planning Level Cost	4 weeks after Task 6 is complete
8	Bid Documents (100% Complete)	4 weeks after Task 6 is complete
9	WDNR Application	2 weeks after Task 8 is complete
10	Bid Support	2 weeks after Task 8 is complete

Compensation

Mead & Hunt is pleased to provide the services summarized in Tasks 1 through 10 on a time and material basis, not to exceed a total project cost of \$344,000 without prior written authorization by Watertown.

Mead & Hunt will provide Watertown with monthly updates regarding the work performed, budget, and schedule.

If required, out-of-scope services requested by Watertown will be performed on a time and materials. Before executing any out-of-scope services, Mead & Hunt will issue a change order for Watertown to sign authorizing the out-of-scope work.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that Watertown provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of Watertown and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment A, hereto.

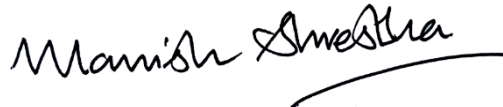
We appreciate the opportunity to offer our services for this project. We welcome any questions regarding this proposal and look forward to working with you on this and future projects.

Sincerely,

MEAD & HUNT, INC.



Jonathan Butt, PE
Market Leader – MW One Water



Manish Shrestha, PE, PMP
Business Unit Leader – One Water

MEAD & HUNT PROPOSAL NO. M4666751-242245.01 ACCEPTED BY:

CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mead & Hunt considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent.



Attachment A

Professional Services Terms and Conditions of Agreement

MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,

unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Jon Butt, PE

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Jon.Butt@meadhunt.com

Client Project Manager:

Pete Hartz

800 Hoffmann Drive

Watertown, WI 53094s

phartz@watertownwi.gov

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

notices@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

- A. Worker's Compensation:
 - of a form and in an amount as required by state law
- B. Employer's Liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease, each employee
 - \$1,000,000 disease, policy limit
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
 - \$1,000,000 each accident
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
 - \$1,000,000 each incident
 - \$2,000,000 annual aggregate
- E. Errors and Omissions:
 - \$5,000,000 each incident
 - \$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.