

July 24, 2025

Greg Minikel, PE – Engineering Division Manager
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Re: STH 42 Sanitary Sewer Replacement

Dear Mr. Minikel:

Thank you for the opportunity to submit this proposal for professional services for the STH 42 sanitary sewer replacement. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City of Manitowoc and WisDOT has hired Ayres Associates to design the reconstruction of STH 42 from S Rapids Road to S 8th St. The City of Manitowoc plans to design the sanitary sewer and Ayres Associates will provide drafting and preparation of WisDOT DT1078 final sanitary sewer plan and profile drawings.

Scope of Services

Using the City of Manitowoc's sanitary sewer design and marked up drawings, Ayres will prepare sanitary sewer WisDOT DT1078 final drawings for incorporation into the STH 42 State Project Number 4100-42-00. Sanitary sewer replacement design is expected along STH 42 from S 41st St to S 8th St. Ayres will complete the work in (2) submittals:

1. S 8th St to S 30th St
2. S 30th St to S 41st St

Ayres will complete the scope as follows for both submittals:

- Drafting of sanitary sewer replacement along STH 42 from S 41st St to S 8th St
- Preparation of WisDOT DT1078 final drawings (approximately 30 plan and profile sheets) from S 41st St to S 8th St
- Incorporate WisDOT sanitary sewer plan and profile sheets into State Project Number 4100-42-00
- Incorporate appropriate details and schedules into State Project Number 4100-42-00
- Prepare miscellaneous quantities sheets for pipe, manholes, laterals, etc.
- Review meeting with City of Manitowoc
- Special Provisions
 - Include language for proprietary justification of materials/equipment requested by City of Manitowoc
- Cost Estimate of Sanitary Sewer work
- WDNR Sanitary Sewer Permitting

Additional Services

Items not included, which can be added as an amendment or additional phase:

- None

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Time Schedule

Ayres will complete the scope as noted in the schedule below assuming the City of Manitowoc provides sanitary sewer mark-ups to Ayres by August 29th, 2025.

Final Submittal (S 8 th St to S 30 th St)	October 1, 2025
Final Submittal (S 30 th St to S 41 st St)	November 1, 2025

Fee

We will perform the above services on a time and expense basis with an estimated cost of \$50,000.

Deliverables

Final Submittal (S 8th St to S 30th St)

- Sanitary Sewer Plan and Profile Sheets
- Construction Details and Schedules
- Special Provisions
- WDNR Sanitary Sewer Permit

Final Submittal (S 30th St to S 41st St)

- Sanitary Sewer Plan and Profile Sheets
- Construction Details and Schedules
- Special Provisions
- WDNR Sanitary Sewer Permit



Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant:

Ayres Associates Inc



Troy Robillard, PE
Manager-Transportation Services, Green Bay



Brett Glaeser, PE
Project Manager

Accepted by Owner:

Owner's Name

Signature

Name

Title

Date

Attachments:
Rate Sheet
Contract Terms and Conditions





Ingenuity, Integrity,
and Intelligence.

Hourly Rate Schedule January 1, 2025

Classification	2025 Hourly Rate
Manager	\$201.75 - \$259.18
Engineer 4	\$166.78 - \$210.91
Engineer 3	\$131.18 - \$185.80
Engineer 2	\$121.30 - \$169.07
Engineer 1	\$98.66 - \$139.50
Architect 3	\$165.80 - \$201.01
Architect 2	\$138.56 - \$185.42
Architect 1	\$88.74 - \$146.16
Interior Designer	\$83.58 - \$152.43
Landscape Architect 3	\$115.75 - \$165.80
Landscape Architect 2	\$96.07 - \$138.70
Landscape Architect 1	\$82.17 - \$100.08
Scientist 3	\$132.75 - \$186.76
Scientist 2	\$102.23 - \$134.60
Surveyor (PLS)	\$109.63 - \$164.10
Survey Technician	\$77.50 - \$125.56
Geospatial Services Specialist	\$92.63 - \$192.64
Geospatial Services Technician	\$72.25 - \$134.88
Technician 5	\$121.20 - \$151.97
Technician 4	\$118.90 - \$143.23
Technician 3	\$105.69 - \$138.18
Technician 2	\$84.11 - \$122.80
Technician 1	\$71.25 - \$94.80
Senior Urban Planner	\$139.75 - \$207.59
Urban Planner	\$90.06 - \$153.97
Administrative Specialist	\$92.78 - \$150.20
Administrative Assistant	\$71.25 - \$96.70

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only.



**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: **Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.**

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify

any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract 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 does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) 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; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and

the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

24. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.