

**State of Wisconsin**  
DEPARTMENT OF NATURAL RESOURCES  
Oshkosh Service Center  
625 E County Rd Y STE 700  
Oshkosh WI 54901-9731

**Tony Evers, Governor**

Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



June 19, 2024

TROY ADAMS  
MANITOWOC PUBLIC UTILITIES  
1303 S 8<sup>TH</sup> ST  
MANITOWOC WI 54221  
*(Electronically Delivered)*

SUBJECT: Wastewater Facility Inspection  
WPDES Permit No: WI-0024601-10-0  
Inspection Date: 06/18/2024

Dear Mr. Adams:

A compliance inspection of the Manitowoc Public Utilities Wastewater Treatment Facility (facility) was performed on June 18, 2024. In attendance were Trevor Moen with the Wisconsin Department of Natural Resources (department); and Mike Jaeger, Pete Dombrowski, and Matt Gogert with the facility. The purpose of the inspection was to determine compliance with the conditions of the Wisconsin Pollutant Discharge Elimination System (WPDES) permit and review wastewater operations and management activities at the facility. Findings and recommendations are found in the attached report. Please take the time to read it carefully.

The facility was found in compliance with the effluent limits and all terms and conditions of the permit. The department has the following announcements, recommendations, reminders, or follow-up actions after completion of the inspection:

**Announcements:**

The department has no announcements at this time.

**Recommendations:**

1. The department recommends that electronic copies of the chemical safety data sheets are saved to the computer if internet access is not available.
2. The department recommends that pH grab samples are collected and stored in a sealable container to prevent any exposure to air.
3. The department recommends that chlorine grab samples are collected in a clean glass bottle and filled completely to exclude air.

**Reminders:**

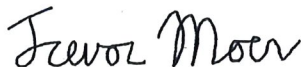
The department has no reminders at this time.

**Required Follow-up Actions:**

1. Please confirm that the facility will verify or replace the thermometer in the effluent composite sampler so that a temperature between 0-6°C is maintained.
2. Please confirm and specify the one person from the City of Manitowoc that will be designated as the operator-in-charge (OIC) for the sanitary sewage collection system since the City of Manitowoc still owns, operates, and maintains the sanitary sewage collection system. The designated OIC will have one year from the date of this inspection report to pass the exam for the SS (Sanitary Sewage Collection System) subclass and submit the operator experience form documenting one year of subclass specific experience to be certified at the basic level in the SS (Sanitary Sewage Collection System) subclass.
3. See the updates needed on the CMOM based review of the documented CMOM program in the inspection report. The facility and City of Manitowoc shall work on these updates and submit a revised CMOM to the department by April 30, 2025, prior to starting the 2024 CMAR.

The department wants to thank Mike Jaeger, Pete Dombrowski, and Matt Gogert for the time and cooperation in the performance of this inspection. Please provide a written response to this inspection report and the follow-up actions noted above within 30 days of this letter (unless otherwise noted). If you have any questions regarding the report, please contact me by phone: (920) 410-5192 or e-mail: [Trevor.Moen@Wisconsin.gov](mailto:Trevor.Moen@Wisconsin.gov).

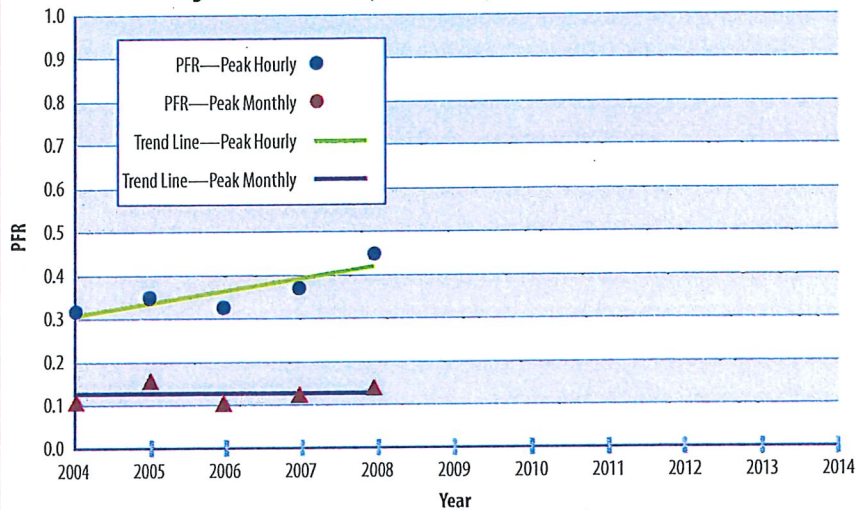
Sincerely,



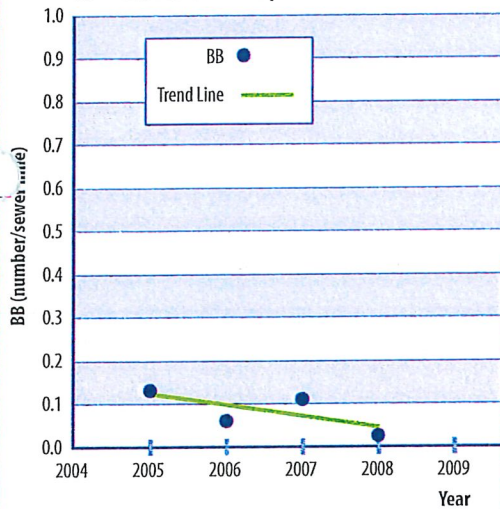
Trevor Moen  
Wastewater Engineer  
Bureau of Water Quality

EC: Mike Jaeger – MPU  
Darren Laine – MPU  
Pete Dombrowski – MPU  
Greg Minikel – City of Manitowoc

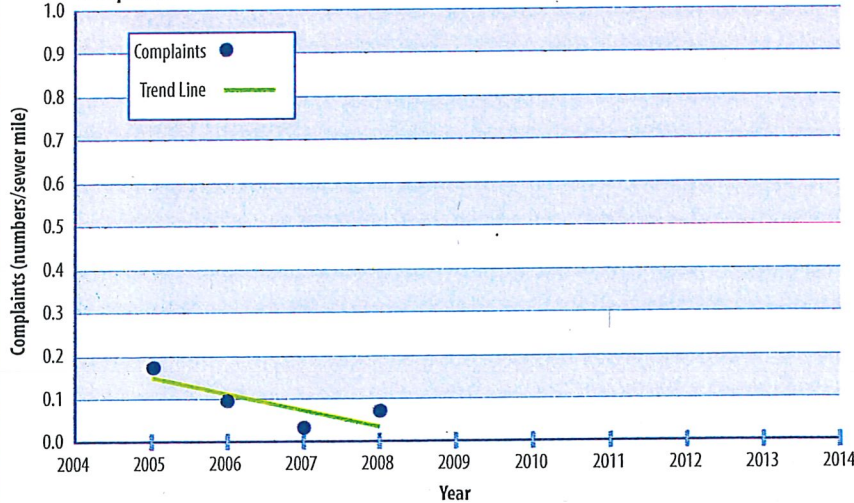
Collection System O&M Performance Indicators:  
PFR—Peaking Factor Ratio (Hourly and Monthly)



Collection System O&M Performance Indicators:  
BB—Basement Backups



Collection System O&M Performance Indicators:  
Complaints










# Annual Self Audit

The success of your CMOM Program depends upon the careful review of your program annually. Where have you seen improvements and successes? How can you spend your budgeted money most effectively to make your program even better?

The Compliance Maintenance Annual Report (CMAR) Collection System section is, in part, an annual self-evaluation or audit of your collection system CMOM Program. Once you have entered your facility's data into the CMAR, it will create trend graphs for you. Trend graphs for various collection system performance indicators (see opposite page) can help you determine if your CMOM Program is effective. In theory, an effective O&M Program over time should result in a reduction in I/I (peaking factors), SSOs, basement backups, complaints, and equipment and pipe failures. Be sure to generate and observe trend graphs to see if you are making progress toward an optimum performing collection system.

## Collection System Performance Indicators

-  Lift Station Failures (failures/lift station/year)
-  Sewer Pipe Failures (pipe failures/sewer mile/yr)
-  Sanitary Sewer Overflows (number/sewer mile/yr)
-  Basement Backups (number/sewer mile)
-  Complaints (number/sewer mile)
-  Peaking Factor Ratio (Peak Monthly:Annual Daily Average)
-  Peaking Factor Ratio (Peak Hourly:Annual Daily Average)

## Special Studies

From time to time a utility or municipality may conduct special studies on its wastewater collection system.

**Check and cite the year of any studies.**

- Infiltration/Inflow (I/I) Analysis**—evaluates wastewater flow occurring throughout the collection system to identify specific infiltration and inflow components and whether these flow components are excessive.
- Sewer System Evaluation Survey (SSES)**—when I/I is excessive, an SSES study will assess costs for removing I/I versus conveying and treating it, and identifies a cost-effective collection system rehabilitation program to remove excessive I/I.
- System Evaluation and Capacity Assurance Plan (SECAP)**—contains elements of both the I/I and SSES analyses, but is typically more focused on SSO occurrences and developing recommendations to abate or eliminate SSOs, as it relates to capacity issues.
- Lift Station Evaluation Report**—an assessment of lift station conditions, capacity limitations, and recommendations for improvement.
- Others** \_\_\_\_\_



**AGREEMENT FOR SERVICES**

**Project Title**  
(the "Project"): Lift Station Evaluation Update **FOTH Project Number:** \_\_\_\_\_

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

This Agreement for Services (hereinafter "Agreement") is made and entered into this 24th day of October, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF MANITOWOC, WI**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of Manitowoc

**Address:** 900 Quay Street, Manitowoc, WI 54220

**Phone No:** 920.686.6910 **Email Address:** Greg Minikel (gminikel@manitowoc.org)

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:  
Update Foth's 2002 Lift Station Evaluation document to include the 12 lift stations as described below:

Lift Stations:

1. 2333 Silveridge Dr.
2. 2505 Lakeside Blvd.
3. 3109 S. 10<sup>th</sup> St.
4. 2229 S 14<sup>th</sup> St.
5. 510 S. 16<sup>th</sup> St.
6. 4001 Archer St.
7. 1393 Irving Cir.
8. 5023 River Heights Dr.
9. 2433 Paul Rd.
10. 820 Maritime Dr.
11. 1899 E. Horseshoe Dr.
12. 1215 N. 8<sup>th</sup> St. (Zoo Area)

Scope of Evaluation:

1. Site visit to each station, gather field current data including (assumes an average of 1 hour at each site):
  - a. Inspection & Photos.
  - b. Document Pump/Control Equipment Data (submersible pump data from City).
  - c. Review & Document Operator Concerns.
  - d. Field flow testing.
2. Create New Report w/Updates (including only current lift stations)
  - a. Lift Station Descriptions.
  - b. Lift Station Capacity Analysis/Discussion (evaluating current & available "for future"\* capacity projections).
  - c. Design Criteria Checks.
  - d. Recommended updates with associated cost estimates.
  - e. Prioritization of updates with recommended schedule.
3. Lift Station Location Map – .pdf created/provided by City, inserted into document by Foth
4. Lift Station Service Area Map(s) (within City limits) – .pdf created/provided by City, inserted into document by Foth
5. Deliverable: One (1) .pdf electronic file and two (2) printed hard copies.

Provided by Owner:

- Representative from City, familiar with each station, to participate in all site visits.
- Provide water for pump draw down testing at each station (hose provided and connected to nearby fire hydrant by City staff)(hydrants operated by City staff)
- Typical operating data and SCADA on/off & runtime data (if available)
- Collection system information to re-verify service areas.
- \*Future flow projections (where applicable).
- Lift station location map and lift station service area map(s) - .pdf format provided to Foth to include

Excluding:

- Confined space entry.
- Testing of generators (if applicable to site).
- Projecting future flows.

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

Estimated completion time: approximately 6-8 weeks after receiving signed Agreement or an agreed upon completion date in 2025.

**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 Year Rates)

Other as stated here: Billed on a time and material basis, utilizing current year standard rates (see Exhibit A), to be completed within the range below:

**Total Estimate (range): \$38,500 – \$42,800**

Notes:

1. Reimbursable expenses, such as mileage, lodging, printing, etc., are included in this estimate and will be itemized on all invoices per standard rates.
2. This estimated range will not be exceeded without City approval.
3. If additional scope is requested and approved by the City, these efforts will be estimated & billed per standard T&M rates.

**Special Conditions (if any):**

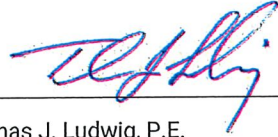
The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

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**

**CONSULTANT**

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

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

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

Name (printed): Thomas J. Ludwig, P.E.

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

Title: State Operations Director

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

Date: 10/24/24

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

Name (printed): Carrie L. Voskuil

Title: Senior Client Manager (SD)

Date: 10/24/24

## **AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

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

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

### **3.0 Fees and Payment**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

**15.0 Not Used.**

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

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

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

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

to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

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

**EXHIBIT A**

**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.



**Strand Associates, Inc.®**  
 910 West Wingra Drive  
 Madison, WI 53715  
 (P) 608.251.4843  
 www.strand.com

October 28, 2024

Mr. Greg Minikel  
 Engineering Division Manager  
 City of Manitowoc  
 900 Quay Street  
 Manitowoc, WI 54220

Re: Collection System Lift Station Evaluation – Professional Engineering Services

Dear Greg,

On behalf of Strand Associates, Inc.®, we are pleased to submit our proposal to provide engineering services for the Collection System Lift Station Evaluation. Our proposal includes a *Project Understanding*, *Scope of Services*, and *Project Schedule and Fee* for these services. If the City chooses to proceed with this work, we will prepare a task order for the City’s review and approval.

**Project Understanding**

The City of Manitowoc is looking for a qualified consultant to review and assess the condition and capacity and identify possible improvements to its lift stations and associated force mains. This assessment will be used to determine what projects should be completed in the future to provide continued reliable service. We have significant experience working with the City. More recently, we have provided design and construction-related services for the last three lift station rehabilitation projects at the Horseshoe, South 14th, and South 19th lift stations.

Aspects we believe to be particularly important to the success of the project include the ability to:

- Provide the expertise necessary to complete a thorough evaluation of the existing lift stations and force mains. This will identify deficiencies in the system that need to be addressed.
- Evaluate existing flows and project future flows. The determined flows will be used to identify necessary capacity improvements, while also optimizing energy efficiency.
- Recommend rehabilitation and other improvements. Recommendations will be based on best practices for lift stations and collection system and will prepare the City of Manitowoc for several decades of reliable lift station service.

Understanding these key technical items and the City of Manitowoc’s preferences is foundational to the successful formation of a report that encompasses the required improvements for future development. The following table summarizes our understanding of the City’s existing lift station and force main infrastructure.

Lift Station Name	Type of Station	Installed/Last Rehabilitated	Force Main	Force Main Installed
Archer Street	Wet Well/Dry Well	2009	~598 LF – 18" PVC	2008
Horseshoe Drive	Submersible	2015	~689 LF – 6" PVC	1977
Irving Circle	Submersible	2005	~261 LF – 4" PVC	2005
Lakeside Boulevard	Submersible	2006	~1,067 LF – 6" PVC	2006
Maritime Drive	Wet Well/Dry Well	2001	~3,324 LF – 16" PVC	2001
Paul Road	Wet Well/Dry Well	1993	~437 LF – 6" PVC	1993

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Lift Station Name	Type of Station	Installed/Last Rehabilitated	Force Main	Force Main Installed
North 8th Street	Wet Well/Dry Well	1991	~591 LF – 4" PVC	1991
River Heights	Pneumatic Ejector	1984	~1,000 LF – 4" PVC	1983
Silveridge Drive	Submersible	2002	~1,370 LF – 6" PVC	2002
South 10th Street	Submersible	1986	~1,377 LF – 6" PVC	1986
South 14th Street	Submersible	2022	~230 LF – 6" PVC	2022
South 16th Street	Wet Well/Dry Well	2005	~175 LF – 6" PVC	2005
South 19th Street	Wet Well/Dry Well	2025	~600 LF – 12" PVC	2006

**Scope of Services**

With the above *Project Understanding*, the following *Scope of Services* is proposed for the Collection System Lift Station Evaluation.

- Review existing information and reports provided by City to obtain background information on the lift stations.
- Conduct a site visit to assess the physical condition and identify code deficiencies of each lift station.
- Review existing service area mapping provided by the City and determine estimated current and future design flows to each lift station. Compare calculated design flow rates to current estimated lift station capacities.
- Review the existing force main information and determine necessary improvements based on age and estimated future flows.
- Prepare a list of recommended civil, process, structural and architectural, mechanical, and electrical lift station improvements. Prepare cost opinions for recommended improvements.
- Provide a priority ranking list and implementation schedule for the recommended lift station improvements.
- Prepare a *Collection System Lift Station Evaluation Report* to summarize the results of the findings.

**Project Schedule and Fee**

Depending on the date given for notice to proceed, we believe that we can complete the *Scope of Services* described by June 1, 2025, for an estimated fee range between \$75,000 and \$85,000. We welcome the opportunity to sit down with the City to further refine the project scope and fee.

This letter is not to be considered an agreement between Strand Associates, Inc.® and the City of Manitowoc but, rather, as a general discussion of the type of tasks and magnitude of costs the City may expect for a project of this nature. If selected, we will prepare task order and submit to the City for review and signature. Once the task order is executed, work on the project will begin.

We look forward to working with the City of Manitowoc on this important project and providing the necessary level of knowledge, care, and detail needed to make this project a success.

Sincerely,

STRAND ASSOCIATES, INC.®



Andrew B. Constant, P.E., ENV SP  
 Project Manager