



AGREEMENT FOR SERVICES

Project Title (the "Project"): Sanitary Sewer Master Plan

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this 28th day of May, 2026, 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: Per the City's RFP as further defined by the Foth May 7, 2026 proposal. See Exhibit A for the scope from the proposal.

Schedule: Services shall be performed according to the following schedule: See Exhibit B.

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)

[X] Other as stated here: Billed on a time and material basis, utilizing current year standard rates (see Exhibit C), for a total estimate of: \$184,741

Table with 1 column and 5 rows containing assumptions: City staff will provide confined space topside support for meter installation and removal. City will download flow data from all meters at agreed upon intervals over the assumed 3 month flow metering time period. City will provide 4 ISCO 2150 meters and will have them calibrated before use. Does not include additional band rental for City ISCO units. Manhole inspections are not included in this effort.

Special Conditions (if any): Ehlers' fee not included in the above, it would be under separate contract with the City.

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

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT Signed: _____ Name (printed): _____ Title: _____ Date: _____

CONSULTANT Signed: _____ Name (printed): Thomas J. Ludwig, P.E. Title: State Operations Director Date: _____

Signed: _____ Name (printed): Carrie L. Voskuil Title: Senior Client Manager (SD)

Date: _____

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

SCOPE OF WORK



Understanding of the City's Needs

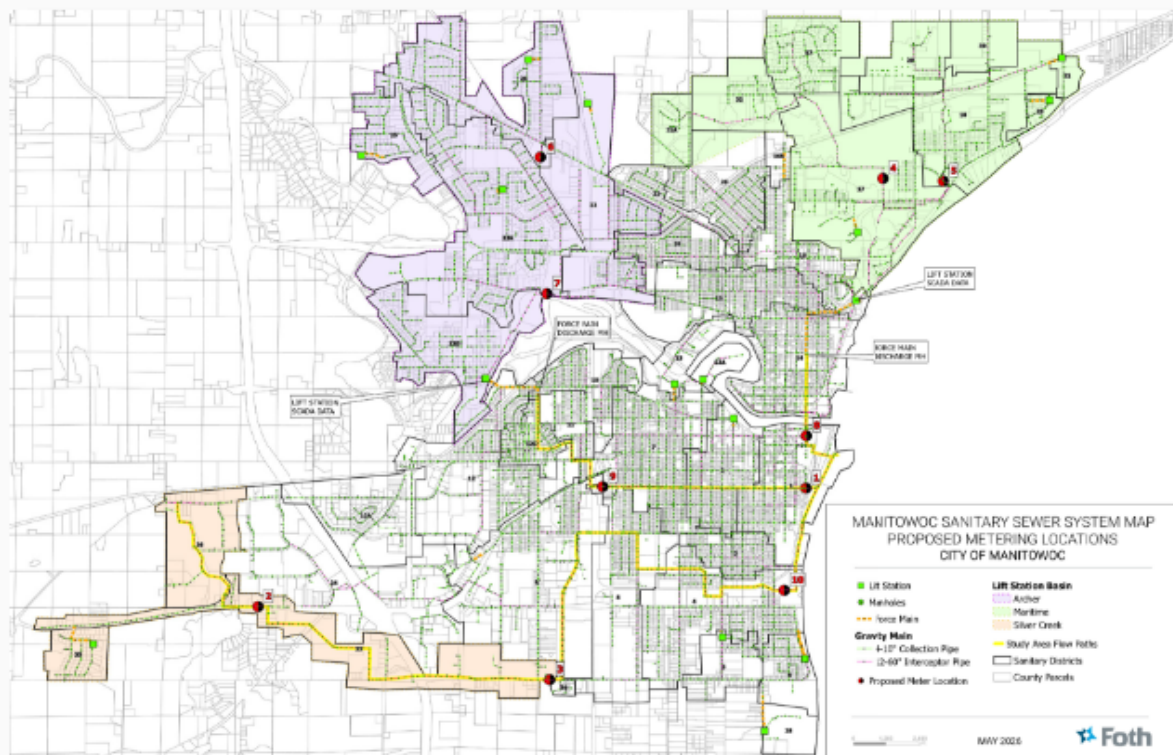
At a meeting on April 23, 2026, Tom Ludwig and Matt Eberhardt of Foth met with City planning and engineering staff, including Greg Minikel (Engineering Division Manager), Dan Koski (Director of Public Works), Adam Tegen (Community Development Director), and Billy Hutterer (Operations Manager), to refine and confirm the scope of services. The City is seeking to evaluate and plan for future sanitary sewer capacity needs in support of anticipated development, outlined in the 2043 Comprehensive Land Use Plan, while confirming that the existing conveyance system can accommodate projected growth under wet-weather conditions. Key outcomes of that discussion included prioritizing capacity evaluation and improvement planning over detailed condition assessment and focusing analysis on sewer segments influenced by future growth areas. Based on this focused need, we are proposing a comprehensive capacity study to analyze the three main growth area conveyance routes.

We recognize that, while the City's sanitary sewer system generally performs well, historic studies—most notably the Strand study—identified localized hydraulic constraints, particularly in the Holly Drive area, that remain the only recent sewer capacity improvement implemented to date. The City has indicated limited systemwide conveyance capacity issues at present, but proactive planning is needed to ensure long-term system reliability and regulatory compliance. The CTE 2006 study will also be a useful reference for pertinent historical data.

Proposed Technical Approach

FLOW MONITORING PROGRAM

Foth will implement a targeted flow metering and modeling program to evaluate wet-weather system performance. A three-month monitoring period is anticipated, beginning in June 2026, to capture summer storm events, including intense rainfall that typically occurs in August, when wet-weather-induced inflow is most pronounced. Proposed metering locations are shown in the map below; a full size version of the map is also available in the Appendix. These locations and the final number of meters can be discussed and finalized at the kickoff meeting.



Flow metering will leverage a combination of:

- Six Foth-provided ISCO 2150 velocity/area flow meters, and
- Up to four City-owned meters, integrated to supplement data coverage and system understanding.

METER INSTALLATION AND COORDINATION

Foth proposes a collaborative installation approach that optimizes staff resources:

- Foth will be responsible for meter setup, calibration, and data management.
- City staff will provide top-side confined space oversight and traffic control support during installation and maintenance activities, and data collection from the meters.



This approach balances efficiency, safety, and cost effectiveness while maintaining City involvement during data collection. Lift station SCADA data will also be used where available to augment the flow metering data during the flow monitoring period. It is assumed that LW Allen will assist in providing either actual magnetic meter flow measurements or run times. The run times would be used in conjunction with the capacity drawdown tests that Foth recently performed with the City.

Dry- and wet-weather average and peak flows will be measured and tabulated. These calibrated flows will be used in the modeling phase as a basis to project future average and peak wet-weather flow events. Inflow and infiltration rates experienced in the three major conveyance routes will be compared to EPA published standards and potential problem sewersheds will be identified for potential field investigations and further study.

Sewer System Modeling and Analysis

MODEL DEVELOPMENT AND CRITERIA

The SewerGEMS (Bentley Software) model will be developed using flow monitoring data and projected development flows from the 2043 Comprehensive Land Use Plan. Identified growth areas will be incorporated into the modeling, such as the:

- Calumet Avenue corridor,
- Alverno Road area north of the industrial park on both sides of I-43,
- Rapids Road corridor, and
- East side of the airport.

Flow generation will consider anticipated land use, development intensity, and tributary basin characteristics. Any additional areas identified by City staff can be easily incorporated into the flow generation process used for modeling.

LEVEL OF PROTECTION

System modeling and capacity evaluation will be based on a 5-year design storm, consistent with WDNR-accepted Level of Protection (LOP) criteria commonly applied for sanitary sewer planning and design. Capacity relief recommendations will be formulated using the same standard for planning and potential future design phase consistency. A 1-year LOP event can be produced similar to past studies as a sensitivity analysis.



Additional model runs for larger storms can also be produced to measure the impacts and provide a further sensitivity analysis and discussion of remedial measures.

As discussed at the recent preliminary scoping meeting, the WWTP is generally operating well within existing capacity limits, so we are not anticipating the need for an in-depth, labor intensive endeavor as part of this scope. Modeling results will be evaluated against the existing WWTP capacity at a total hydraulic level. Our scope excludes a capacity analysis of individual unit processes. Predicted average and peak flows will be compared with current WWTP capacity limits. Foth can deliver a comprehensive unit process capacity report if the City desires, if authorized under a separate, negotiated level of effort.

Focus Areas and System Prioritization

Flow monitoring and hydraulic analysis will concentrate on downstream sewer segments receiving flow from new and future growth areas. These areas convey flow toward the Maritime and Archer Lift Stations and the Silver Creek Interceptor system, making these sewer segments key control points for assessing cumulative impacts. Study emphasis will be:

- Identifying capacity constraints under wet-weather conditions,
- Evaluating the ability of downstream infrastructure to accommodate future flows, and
- Developing capacity relief strategies where required.

Consistent with City input, limited effort will be devoted to detailed pipe condition assessments, unless refined during the kickoff meeting.

- Assessing existing pipe conditions by reviewing existing recent sewer video reports on representative segments of the three main interceptor routes. NASSCO PACP ratings will be utilized where available to assess pipe conditions and the potential need to include them as part of the capital improvement plan.
- Developing cost effective relief alternatives that will consider new sewers, relays and/or sewage attenuation basins.
- Alternatives will consider other City infrastructure projects, such as Rapids Road reconstruction planned for 2030.

Any necessary sewer rehabilitation along the three major conveyance routes will also be estimated and recommended as part of the financial analysis portion of the study.

Capital Improvement Planning

Based on the modeling results, Foth will develop a prioritized sanitary sewer Capital Improvement Plan (CIP). The CIP will:

- Identify recommended capacity relief projects,
- Rank improvements based on hydraulic benefit, urgency, and growth accommodation,
- Provide planning-level sizing and conceptual cost information, and
- Support informed decision-making for phased implementation.

Summary Report

A summary report will be prepared to consolidate the findings and results of the above-described approach into a clear, concise, decision-oriented deliverable. The report will outline the project background and objectives; summarize key observations, data, and assumptions; document applicable criteria and constraints; and present our findings and conclusions in a user-friendly format. Where appropriate, we will identify notable system deficiencies per agreed upon wet-weather criteria, high I/I susceptible sub-sewersheds, and areas requiring additional study. We will provide practical recommendations and a capital improvement plan with next steps to support orderly and sustainable development decisions in concert with the City's 2043 Comprehensive Land Use Plan.



Project Coordination and Kickoff

Final refinements to project scope, monitoring locations, and assessment priorities will be confirmed during a formal project kickoff meeting with City staff. This meeting will ensure alignment on expectations, roles, schedule, and deliverables prior to initiating field activities.

Sewer Rate and Financial Analysis Support

Ehlers, Inc. will assist the City with analysis and recommendations related to sanitary sewer system rates, ensuring that financial planning aligns with the recommended capital improvements and long-term system sustainability. Under this step, Ehlers will perform a detailed review of the City's existing sanitary sewer service rate structure to evaluate whether the sanitary sewer utility is fully recovering the cost of providing services. They will also assess the utility's ability to fund future capital projects, including both short-term needs and long-term improvements. The review will be supported by a long-range cash flow analysis and will consider current and projected system costs and needs, including operation and maintenance expenses; current and future costs to comply with existing and anticipated standards, regulations, and environmental requirements; projected customer demands and flows; and available system capacity. In addition, Ehlers will evaluate the adequacy of funding for routine and planned maintenance projects and the sufficiency of reserves for depreciation, emergencies, and other contingencies, along with other identified impacts affecting the utility's financial condition.

Ehlers will summarize their findings to clearly identify how the current rate structure impacts the utility's ability to fund ongoing operations, maintenance activities, and capital/infrastructure improvements. The long-range cash flow analysis will evaluate the use of cash-versus-debt funding for capital improvement projects and will include financial benchmarking, such as days of cash on-hand, any applicable debt service coverage metrics, and recovery of full revenue requirements (including a reasonable rate of return, as applicable). The end result will be an easy-to-understand evaluation of the utility's current financial health and a roadmap for undertaking future improvements.

Value to the City

This approach provides the City with:

- Data-driven, defensible capacity planning with practical projects that can actually be implemented,
- Alignment with WDNR previously accepted modeling standards,
- Efficient use of City resources with cost-effective field support,
- Clear prioritization of future investments with support from Ehlers' professional financial expertise, and
- A scalable planning framework that can be implemented/staged as development progresses.



EXHIBIT B

PROPOSED PROJECT SCHEDULE

Our team is fully prepared to begin work immediately upon notice to proceed. Before accepting or submitting a proposal for a project, our management team collectively analyzes the contract requirements and our current and future workload capacity. Based on this analysis, we confirm that the proposed project team has the capacity to meet the anticipated demands. The team identified is committed from initiation through completion, ensuring continuity, responsiveness, and efficient delivery.

Project Kickoff	Mid June 2026	2026
Flow Metering	June–September 2026 (May need to be extended to capture a relevant storm event.)	
Meter Flow Analysis and Land Use Flow Generation and Modeling	September–November 2026	
Capacity Improvement Alternatives	December 2026–February 2027	
Cost Estimates and Rate Study	March–April 2027	2027
Draft Summary Report	May 2027	

Overall schedule would be extended if the flow monitoring period is lengthened.

Exhibit C
FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2026 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Engineer	\$123 - \$298
Technician	\$92 - \$225
Scientist	\$123 - \$298
Land Surveyor	\$153 - \$253
Planner	\$123 - \$298
Construction Manager	\$153 - \$253
Project Administration	\$65 - \$125

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. Personal vehicle 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, 2026. Rates subject to change annually on January 1.