

Proposal Agreement

Grease Trap Management Program

Within the

**Heart of the Valley Metropolitan
Sewerage District**

Prepared For

**The Heart of the Valley Metropolitan
Sewerage Commission
Kaukauna, Wisconsin**

Prepared by
Stoeger & Associates, LLC
Appleton, Wisconsin
November 12, 2014
S & A No. 2014-004

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Statement of Understanding

The Heart of the Valley Metropolitan Sewerage District (HOVMSD) is currently in the process of implementing a Capacity, Management, Operation and Maintenance (CMOM) program with its five contributing communities and/or sanitary districts. These communities/sanitary districts include: The city of Kaukauna; The Villages of Kimberly, Little Chute and Combined Locks and the Darboy Joint Sanitary District. As part of the CMOM program, the contributing communities must put in place a program to monitor and potentially reduce Fats, Oils and Grease (FOG) discharges into their systems.

Stoeger & Associates, LLC proposes managing the FOG Control Program for the HOVMSD. The plan for implementing and managing this program will be detailed in the *Project Approach* section of this proposal.

The Project Approach, Scope of Services and Compensation estimates are based upon the assumption that Stoeger & Associates will be performing all of the tasks identified under the Scope of Services section of this proposal. It is understood that each contributing community may undertake some of the scope items with their own staff.

Project Approach

Stoeger & Associates, LLC's project approach is as follows:

- Work with the HOVMSD and plant staff in developing a FOG Control Program, per Resolution No. 164 and the Sewer Use and User Charge Ordinance.
- Review the individual databases for the contributing communities which identify all non-residential users. From those lists, we will work with each community to identify potential dischargers of FOG to the sanitary sewer system and eliminate obvious non-dischargers.
- From the revised list, inspect all dischargers that are potential grease dischargers or have identified grease traps. During the inspections, the grease traps will be visually inspected and its dimensions and condition documented. At that time, the inspector will also explain the FOG Program and suggest any best management practices necessary to reduce FOG discharges.
- Each discharger with a grease trap will be assigned a preliminary cleaning schedule for their trap. This information will be entered into a database, which will be used for tracking compliance. The database will be evaluated monthly. As part of this evaluation, cleaning schedules may be modified at the recommendation of Stoeger & Associates, LLC and at the discretion of the District Manager.
- For dischargers where problems are noted or where non-compliance with the FOG Control Program is a problem, additional correspondence and/or inspections will be necessary.
- If dischargers still fail to comply, more punitive actions as dictated by HOVMSD ordinances, will be requested of HOVMSD to bring the dischargers back into compliance.
- Stoeger & Associates will maintain a separate database for each contributing community and present progress reports to each contributing community and the HOVMSD at least once per month or with greater

frequency, if necessary. The monthly reports will include a summary database, any actions/inspections performed during the reporting period, a list of sites that are non-compliant and any actions that are being taken to bring them into compliance.

- Grease traps and/or downstream manholes of non-compliant dischargers will be inspected more frequently to determine if the dischargers are adversely impacting the sanitary sewer system. These inspections will be in addition to those mandated by HOVMSD as part of the Sewer Use Ordinance
- Stoeger & Associates will follow the report submittal requirements as dictated by the CMOM program, the HOVMSD and/or any of the contributing members.

Scope of Services

Stoeger & Associates proposes to provide the HOVMSD with the following scope of services for this project.

- Work with staff and the Commissioners at HOVMSD to develop a FOG Program per Resolution No. 164 and applicable HOVMSD ordinances.
- Work with the contributing communities to identify facilities with grease traps or facility's which need to install grease traps. Perform initial inspections of all the identified facilities. Submit follow-up letters after each initial inspection to spell out the cleaning and reporting requirements and expectations of the program.
- Develop and maintain a database of sites with grease traps. Records will be updated as cleaning and disposal documentation is submitted or sites are re-inspected.
- Supervise the installation of grease traps at facilities that need to install a grease trap as per State Plumbing Codes.
- Send out reminders to dischargers that fail to comply with their cleaning schedules or document their cleaning activities.
- Perform site visits to the facilities that do not respond to the reminder letters and inspect the grease or grit traps or downstream manholes of facilities that are identified as significant dischargers or chronically non-complaint dischargers.

- Perform grease trap inspections on all facilities as required by HOVMSD ordinance.
- Make recommendations in regard to enforcement actions against non-compliant dischargers and work with the HOVMSD, plant staff, contributing communities and the dischargers to bring the dischargers back into compliance.
- Review monthly HOVMSD flow and meter station loading summaries and monthly FOG analysis data to evaluate the effectiveness of the grease and solids reduction program.
- Provide progress reports to the HOVMSD and individual contributing communities on a monthly basis or as agreed upon by the individual members.
- Submit any additional reports as required by the CMOM program, the contributing communities or the HOVMSD

Items not Included in the Scope of Services

The following items are not included in the Scope of Services for this project:

- Any costs for equipment or labor, if further field investigation or flow monitoring is required.
- Enforcement actions required of individual dischargers to install or upgrade grease/grit traps.
- Enforcement actions regarding penalties assessed for non-compliant users.

Responsibilities of the HOVMSD

The Scope of Services and project fee is based upon the understanding that HOVMSD and contributing members will provide the following:

- Provide a liaison to assist Stoeger & Associates, LLC in developing the database and in the receiving the submitted cleaning documentation.
- A representative from each contributing community to supply contact information for the sites to be inspected.
- Assistance in gaining access to appropriate water utility, sanitary sewer flow metering or past inspection documents.
- Costs for any additional investigation work beyond the scope of this proposal agreement.

Project Schedule

This proposal shall be in effect upon the date signed by Stoeger & Associates, LLC and the HOVMSD and will be in effect for three years from the effected date. An option for additional one year extensions of this contract may be exercised with the written approval of Stoeger & Associates, LLC and the HOVMSD. Contract extensions beyond three years may be exercised upon agreement of both parties and any changes summarized in a short form agreement, which references the terms and conditions of this original proposal.

Compensation

Stoeger & Associates, LLC will provide the services described in this proposal on a time and expense basis at \$50 per hour for all work performed. Material and supplies purchased for the project will be billed to the HOVMSD at invoice cost plus 10%. Mileage will be billed at \$.50 per mile. Any additional work, outside of the proposed scope of services, will be billed at \$50 per hour. Invoicing to HOVMSD will be broken down by time and expense incurred for work within each contributing community.

All services will be provided in accordance with Stoeger & Associates General Terms & Conditions, dated January 1, 2010 and attached for reference.

To indicate acceptance of this Proposal Agreement, please return one signed copy of this agreement.

Acceptance

The General Terms & Conditions and the Scope of Services (as defined in the enclosed agreement) are accepted and Stoeger & Associates, LLC is hereby authorized to proceed with the services.

**Heart of the Valley Metropolitan
Sewerage Commission
Kaukauna, Wisconsin**

By: David Casper
(Authorized Signature)

Title: PRESIDENT HOUMSD

Date: 11/13/14

**Stoeger & Associates, LLC
Appleton, Wisconsin**

By: John M. Stoeger
John M. Stoeger

Memo

11/13/14

January 1, 2010

Stoeger & Associates, LLC General Terms and Conditions

1. Stoeger & Associates will bill the client monthly, with a net payment due in 30 days. Balances past 30 days will be subjected to a 1% per month service charge.
2. If past due balances exceed 30 days, Stoeger & Associates may, after giving 5 days notice, suspend service under any agreements until the past due balance is paid in full. The past due balance may include service charges on past due amounts, collection fees and attorney fees incurred in collecting monies due to Stoeger & Associates.
3. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument, signed by both parties.
4. The proposal fee is firm for acceptance by the owner for 60 days from the date of the Agreement.
5. Cost and schedule commitments shall be subject to re-negotiation for delays caused by the owners failure to provide specified facilities or information or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, terrorism, unavailability of labor or materials, delays or defaults by suppliers of referrals or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any government agency.
6. Reimbursable expenses incurred by Stoeger & Associates in the interest of the project will be billed to the owner at cost plus 10%. Sub-consultants and contractors will be billed at cost plus 12%.
7. Stoeger & Associates will maintain insurance coverage in the following amount:
 - a. General Liability \$1,000,000 per incident/Aggregate
 - b. Professional Liability \$1,000,000

If the owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by owner. Stoeger & associates, LLC's liability to owner for any indemnity commitments, reimbursement of legal fees or for any damages arising in any way out of performance of our contract is limited to such insurance coverage and amount.

8. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and Stoeger & Associates, LLC shall be submitted to mediation, if an agreement cannot be reached by Owner and Stoeger & Associates, LLC.
9. Either party to this agreement may terminate it with a 90 day written notice to the other; and in such an event, any compensation due to Stoeger & Associates, LLC for services performed prior to the date of termination shall be paid by owner. If the Owner defaults in any of the Agreements entered into between Stoeger & Associates and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, Stoeger & Associates may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of Stoeger & Associates.
10. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner or extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless Stoeger & Associates from all claims, damages and expenses, including attorney's fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
11. Purchase Orders – In the event the Owner issues a purchase order or other instrument related to the provided services, it is understood and agreed that such document is for Owner's internal accounting purposed only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that Stoeger & Associates shall indicate the purchase order number on the invoice(s) sent to the Owner.
12. Stoeger & Associates will provide all services in accordance with generally accepted professional practices. Stoeger & Associates will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, not to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Stoeger & Associates will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt, of any 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.
13. Stoeger & Associates intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by Stoeger & Associates for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
14. This Agreement shall not be construed as giving Stoeger & Associates the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractor, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
15. Stoeger & Associates may not subcontract out services without prior owner approval.