

AMENDMENT NO. 13 to  
ENGINEERING SERVICES AGREEMENT  
Engineering and Management Services to Obtain  
30% District-Wide Inflow Reduction (Project)  
Executed September 2, 2004

2019 and 2020 Flow Data Evaluation

This Amendment is by and between:

Heart of the Valley Metropolitan Sewerage District (Owner)  
801 Thilmany Road  
Kaukauna, WI 54130

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

PART I – B. SCOPE OF SERVICES

This amendment is intended to provide services related to the annual evaluation of flow data from HOVMSD and individual communities collected in 2019 and 2020. Basic services to be provided by Donohue under this amendment will be for the authorized services identified as follows:

A. ANNUAL PERFORMANCE REVIEW

1. Review performance indicators as follows:
  - a. Observations from the wastewater treatment plant.
  - b. Analysis of the clear water components of flow through the antecedent moisture model.
    - i. Input valid rainfall data into the existing hydrologic model to evaluate clear water reduction by community for the previous 12 months.
    - ii. Isolate rainfall dependent inflow and infiltration (RDII) from previous 12 months' flow monitoring data.
    - iii. Compare modeled RDII to measured RDII to quantify overall reduction in RDII rates and volumes.
    - iv. Evaluation includes a quality review of the rainfall and flow data. Anomalies in the data will be discussed with the HOVMSD.
    - v. Update the trend-line analysis tracking each community's clear water reduction progress to date and rolling 3-year trend line.

2. Development of clear water components of flow required by the Wisconsin Department of Natural Resources (WDNR) Compliance Maintenance Annual Report.
3. Prepare Progress Report
  - a. Provide HOVMSD with a draft written summary memorandum.
  - b. Attend HOVMSD commission meeting to present the draft information.
  - c. Incorporate commission comments into the final memorandum and presentation.
  - d. Attend a joint HOVMSD and community meeting to present the final memorandum.

**PART I – C. PROJECT TIMING**

This agreement is intended to provide yearly data analysis and reporting. The analysis of the flow and rainfall data will begin after January 1 of each year (January 1, 2020 for the 2019 data). A draft summary of the analysis will be presented to the commissioners at the March commission meeting in 2020 and 2021. The final report will be presented at a joint commission and community meeting in April of each year.

**PART II – OWNER RESPONSIBILITIES**

1. Provide 2019 and 2020 flow meter and rain gauge data.

**PART III – A. COMPENSATION**

Compensation as defined in the Scope of Services of this Amendment shall be in accordance with Donohue’s standard charge out rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The cost for these basic Services for the Items as identified in Part I shall not exceed the following amounts identified as follows:


First year (2019).....\$22,800  
 Second year (2020).....\$23,500

Total amended amount Not to Exceed ..... **\$46,300**

**APPROVED FOR OWNER**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**APPROVED FOR DONOHUE .**

By:  \_\_\_\_\_  
 Printed Name: Mike Gerbitz, PE  
 Title: Senior Vice President  
 Date: Apr 30, 2019