



BOARD OF PUBLIC WORKS COMMITTEE AMENDED (ADDING ITEM 5a.) MEETING AGENDA

A Board of Public Works Committee Meeting is scheduled for Tuesday, **September 20, 2022, at 4:30 p.m.**, within the Common Council Chambers at Marinette City Hall, 1905 Hall Avenue.

1. Call the meeting to order.
2. Roll call.
3. Approve minutes of the 7/19/22 regular meeting and 9/6/22 special meeting.
4. Discussion and possible recommendation to the Common Council regarding the request from Emergency Rescue Squad, Inc. to close the Stephenson Island boat landing on Sunday, October 2nd (75th Anniversary Bash Rain Date).
5. Discussion and possible recommendation to the Common Council regarding education materials and ordinance changes related to using carts for refuse and recycling collection.
- 5a. Discussion and possible recommendation to the Common Council regarding Proposal from Robert E. Lee & Associates to further evaluate the city storm sewer system for illicit discharges. (see attached)
6. Topics for the next meeting.
7. Adjournment.

Ken Keller

Board of Public Works President

A possible quorum of Common Council members may be present at this meeting.

Requests from individuals with disabilities who need special accommodations to participate in this meeting or hearing should be made to the City Clerk's Office at 1-715-732-5140 with as much advance notice prior to the meeting as possible.

MEMORANDUM

**TO: Mayor Genisot
Board of Public Works**

**FROM: Brian R. Miller
Director of Public Works**

DATE: September 19, 2022

**SUBJECT: 2022 Illicit Discharge Detection Elimination (IDDE) Program
Further Evaluation of City Storm Sewer**

Robert E. Lee & Associates (REL) conducted the city's 2022 Storm Sewer Illicit Discharge Detection & Detection field screening. Field screening indicated 10 outfalls require further evaluation. Three (3) of the outfalls had minor exceedances of the field screening criteria. These outfalls will be monitored and retested in 2023. However, seven (7) outfalls had exceedances that require immediate retesting. If the retest results confirm the original exceedance, an attempt will be made to determine the source of the illicit discharge.

Attached is a proposal from REL to revisit the seven sites and to reevaluate them for potential illicit discharges. The additional work includes collecting water samples and analyzing them using a certified laboratory.

September 16, 2022

Mr. Brian R. Miller, P.E., City Engineer
CITY OF MARINETTE
1905 Hall Avenue
Marinette, WI 54143

RE: Proposal to Further Evaluate Possible Illicit Discharges for the City of Marinette's Illicit Discharge Detection & Elimination (IDDE) Program in 2022

Dear Mr. Miller:

Robert E. Lee & Associates, Inc. (REL) is pleased to provide this proposal for further sampling assistance with the City of Marinette's Illicit Discharge Detection & Elimination (IDDE) program in 2022. The City of Marinette (the City) received a new WPDES Municipal Separate Storm Sewer System (MS4) General Permit WI- S050075-3 from the Wisconsin Department of Natural Resources (WDNR) in 2019. The new MS4 Permit requires the City to implement a municipal storm water program that manages urban non-point source pollution, including illicit discharges.

Per the MS4 Permit, potential illicit discharges identified during the initial IDDE screening must be further evaluated. During a phone call with Brian Miller and Matt Rastall (City of Marinette) on September 14, 2022, REL and the City determined a plan to further evaluate the possible illicit discharges identified during the August/September 2022 Field Screening. Three (3) outfalls that had possible illicit discharges with minor exceedances will be re-screened in 2023. Seven (7) outfalls, listed below, will require immediate confirmation and evaluation in an attempt to determine the source of the potential illicit discharge.

SCOPE OF SERVICES

REL agrees to provide the following Scope of Services for this project:

TASK A RE-VISIT, CONFIRM, AND LAB SAMPLE THE SEVEN OUTFALLS BELOW:

- 1.) **D1j-6** (upstream manhole located near the intersection of Industrial Parkway South and Biehl Avenue) had a conductivity of 3070 $\mu\text{S}/\text{cm}$ (action level $>2000 \mu\text{S}/\text{cm}$), Total Chlorine at 1.0 mg/L (action level $>0.1 \text{ mg}/\text{L}$), phenols at 0.4 mg/L (action level $>0.1\text{mg}/\text{L}$), and ammonia at 0.6 mg/L (action level $>0.1\text{mg}/\text{L}$) based on water quality meter and colorimetric field tests and screening completed on August 23, 2022.

REL will rescreen for parameters that exceeded the action levels. If the concentrations of phenols and ammonia are confirmed by the field test, REL will also collect a sample for lab analysis. Chlorine will be re-tested in the field with the colorimetric test. If the re-screen for parameters that exceeded the action levels is confirmed, REL, with the approval and assistance of the City, will investigate upstream manholes in an effort to determine the source.

- 2.) **M2n-1** at (Burns Street and Riverside Avenue) had a faint petroleum odor and a faint oil sheen in the pool of the outfall (Menominee River) on August 23, 2022. REL will inspect the outfall again and sample the effluent for VOCs.
- 3.) **M2j-1** (first unsubmerged upstream manhole located at the intersection of Stephenson Street and Hattie Court) had a conductivity of 2684 $\mu\text{S}/\text{cm}$ (action level $> 2000 \mu\text{S}/\text{cm}$) and a moderate petroleum odor, based on water quality meter field tests and screening completed on August 23, 2022.

REL will rescreen for conductivity and verify the petroleum odor. If a high conductivity and/or petroleum odor is confirmed, REL, with the approval and assistance of the City, will investigate upstream manholes in an effort to determine the source. Based on the results of the source determination, a VOC sample may be submitted to the lab for analysis.

- 4.) **M2f-1** (first non-submerged upslope manhole at intersection of Ludington Street and Stanton Street) recorded an ammonia concentration of 4.0 mg/L (action level $>0.1\text{mg}/\text{L}$) and a strong sewage odor, based on colorimetric field tests and screening completed on September 2, 2022.

REL will confirm the ammonia concentration with a colorimetric test and verify the sewage odor. If confirmed, an ammonia sample may be submitted to the lab for analysis. If needed, REL, with the approval and assistance of the City, will investigate upstream manholes in an effort to determine the source.

- 5.) **M2i-1** * The City will need to provide traffic control* (first upstream manhole on Bridge Street of the outside, northbound lane) had a conductivity of 3036 $\mu\text{S}/\text{cm}$ (action level $>$

2000 µS/cm), Total Chlorine at 0.2 mg/L (action level < 0.1 mg/L), and a slight petroleum odor based on colorimetric field tests and screening completed on September 2, 2022.

REL will rescreen for conductivity, field test for Total Chlorine, and verify the petroleum odor. If a high conductivity is confirmed, REL, with the approval and assistance of the City, will investigate upstream manholes in an effort to determine the source. Based on the results of the source determination, a VOC sample may be submitted to the lab for analysis.

- 6.) **E2-1** (North/South culvert across University Drive) recorded an ammonia concentration of 2.0 mg/L (action level >0.1mg/L) based on water quality meter and colorimetric field tests and screening completed on September 2, 2022.

REL will re-test for ammonia in the field. If the concentration is confirmed, REL will collect a sample for lab analysis.

- 7.) **E2-5** (Ditch on the east side of E2-1 culvert, south of University Drive) recorded an ammonia concentration of 0.8 mg/L (action level >0.1mg/L) based on water quality meter and colorimetric field tests and screening completed on September 2, 2022.

REL will re-test for ammonia in the field. If the concentration is confirmed, REL will collect a sample for lab analysis.

Note: Additional laboratory costs outside the work scope above is excluded from the cost. Additional laboratory costs are to be invoiced on a time-and-expense basis.

TASK B INVESTIGATE UPSTREAM MANHOLES OR STRUCTURES IN AN EFFORT TO DETERMINE THE SOURCE OF THE POSSIBLE ILLICIT DISCHARGE

- As mentioned in select outfalls above, REL, with the approval and assistance of the City, will investigate upstream manholes in an effort to determine the source of the possible illicit discharge. If the action level exceedances are confirmed by either in-field tests and/or laboratory analysis, further investigation of the storm water system may be performed. The work involved for tracking discharges may vary greatly, depending on the specific circumstances. Methods that can be used to track the discharges include drainage area investigations, visual manhole inspections, on-site investigations, water quality tests, etc.
- Documentation will include field observations, GPS coordinates, flow measurements, physical indicators, flow indicators, and onsite chemical test results using an "Outfall Field Screening Worksheet" and photographs.

Mr. Brian R. Miller, P.E., City Engineer

CITY OF MARINETTE

RE: Proposal to Assist the City of Marinette with its Illicit Discharge Detection & Elimination (IDDE) Program in 2022

- Compile field screening results and photographs. Download data and photographs from the Tablet PC into a database and generate hard copies of "Outfall Field Screening Worksheets."

PROJECT COST

REL will furnish or arrange for necessary technical staff, labor, equipment, and material to complete the scope of work described above per our attached rate sheet. The project will be billed on a time-and-expense basis.

Task	Fee
TASK A. Re-visit, confirm, and/or lab sample the seven outfalls above and incorporate results into 2022 IDDE Summary Report (includes labor, laboratory, and equipment to complete the scope above).	\$2,400 (<i>Not to exceed, time and expense</i>)
TASK B. Additional investigation of upstream manholes or structures in an effort to determine the source of the possible illicit discharge.	<i>Time-and-expense.</i>

Please note: Following completion of this scope of work, a determination will be made as to whether additional investigation is needed. Prior to initiating any further work, a contract amendment will be prepared and submitted to you for approval of costs to complete the additional activities.

PROBABLE SCHEDULE

If the enclosed contract is acceptable, we ask that a copy of the agreement page be signed and returned to our office as authorization to proceed. We anticipate that the scope of work can be completed by December 31, 2022.

We appreciate your time reviewing our proposal. If you have any questions or need additional information, please contact us at 920-662-9641. We are also happy to visit with the City to further discuss REL's abilities and approach as you select the best partner to help move this project forward.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager



Cody M. Applekamp, P.G.
Environmental Compliance

JGS/CMA/LAR

ENC.

AGREEMENT FOR ENGINEERING SERVICES

DATE: September 16, 2022

CLIENT: Mr. Brian R. Miller, P.E., City Engineer
 CITY OF MARINETTE
 1905 Hall Avenue
 Marinette, WI 54143

Robert E. Lee & Associates, Inc. is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

Proposal to Further Evaluate Possible Illicit Discharges for the City of Marinette’s Illicit Discharge Detection & Elimination (IDDE) Program in 2022. Field Screening completed on a Time-and-Expense per attached rate sheet.

Project Cost

REL will furnish or arrange for necessary technical staff, labor, equipment, and material to complete the scope of work described above per our attached rate sheet. The project will be billed on a time-and-expense basis.

Task	Fee
TASK A. Re-visit, confirm, and/or lab sample the seven outfalls above and incorporate results into 2022 IDDE Summary Report (includes labor, laboratory, and equipment to complete the scope above.)	\$2,400 <i>(Not to exceed, time and expense)</i>
TASK B. Additional investigation of upstream manholes or structures in an effort to determine the source of the possible illicit discharge.	<i>Time-and-expense.</i>

Note: Additional laboratory costs outside the work scope above is excluded from the cost. Additional laboratory costs are to be invoiced on a time-and-expense basis.

Mr. Brian R. Miller, P.E., City Engineer

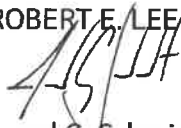
CITY OF MARINETTE

RE: Proposal to Assist the City of Marinette with its Illicit Discharge Detection & Elimination (IDDE) Program in 2022

Compensation for the services described in the attached proposal will be on a time-and-expense contract. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date. Interest of 1.5% per month (equivalent to 18% per annum) will be computed monthly on the portion of the balance that is over 30 days past due. If acceptable, please sign in the space provided, and return one complete copy for our files. If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager



Cody M. Applekamp, P.G.
Environmental Compliance

JGS/CMA/LAR

ENC.

ACCEPTED FOR THE CITY OF MARINETTE

Signature

Print Name

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, Robert E. Lee & Associates, Inc. shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the

client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006

2022 Labor Rates
Robert E. Lee & Associates, Inc.

Staff Type	Rate	Staff Type	Rate
CAD TECHNICIAN I	\$ 76	GEOLOGIST II	\$ 104
CAD TECHNICIAN II	\$ 91	GEOLOGIST III	\$ 116
CAD TECHNICIAN INTERN	\$ 48	GEOLOGIST IV	\$ 141
CIVIL ENGINEERING MANAGER	\$ 173	GIS SPECIALIST I	\$ 89
CLERICAL I	\$ 55	GIS SPECIALIST II	\$ 100
CLERICAL II	\$ 64	GIS TECHNICIAN	\$ 71
CLERICAL MANAGER	\$ 93	LAND USE PLANNER I	\$ 92
COMMUNITY PLANNER	\$ 108	LAND USE PLANNER II	\$ 124
CONSTRUCTION MANAGER	\$ 173	NATURAL RESOURCES SCIENTIST I	\$ 70
DESIGN MANAGER	\$ 155	NATURAL RESOURCES SCIENTIST II	\$ 85
DESIGNER I	\$ 115	NATURAL RESOURCES SCIENTIST III	\$ 101
DESIGNER II	\$ 123	NATURAL RESOURCES SCIENTIST IV	\$ 127
ENGINEER I	\$ 103	NATURAL RESOURCES TECHNICIAN I	\$ 42
ENGINEER II	\$ 115	NATURAL RESOURCES TECHNICIAN II	\$ 47
ENGINEER III	\$ 140	NATURAL RESOURCES TECHNICIAN III	\$ 68
ENGINEER IV	\$ 157	NES DIVISION MANAGER	\$ 127
ENGINEERING ASSISTANT	\$ 63	PROJECT COORDINATOR	\$ 84
ENGINEERING DIRECTOR	\$ 181	SENIOR CONSULTANT	\$ 163
ENGINEERING TECHNICIAN I	\$ 82	SENIOR GIS SPECIALIST	\$ 131
ENGINEERING TECHNICIAN II	\$ 97	SENIOR TRANSPORTATION CONSULTANT	\$ 129
ENGINEERING TECHNICIAN III	\$ 123	SOLID WASTE MANAGER	\$ 173
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 151	SURVEY INTERN	\$ 56
ENVIRONMENTAL SCIENTIST I	\$ 93	SURVEY MANAGER	\$ 132
ENVIRONMENTAL SCIENTIST II	\$ 107	SURVEYOR TECHNICIAN I	\$ 74
ENVIRONMENTAL SCIENTIST III	\$ 118	SURVEYOR TECHNICIAN II	\$ 85
ENVIRONMENTAL SERVICES MANAGER	\$ 173	SURVEYOR TECHNICIAN III	\$ 98
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 50	SURVEYOR PROFESSIONAL I	\$ 92
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 68	SURVEYOR PROFESSIONAL II	\$ 100
ENVIRONMENTAL TECHNICIAN I	\$ 72	SURVEYOR PROFESSIONAL III	\$ 107
ENVIRONMENTAL TECHNICIAN II	\$ 82	SURVEY FIELD LEAD	\$ 105
ENVIRONMENTAL TECHNICIAN III	\$ 100	TECHNICAL SERVICES DIRECTOR	\$ 168
EROSION CONTROL/RESTORATION CREW LEADER	\$ 91	TRANSPORTATION MANAGER	\$ 173
EROSION CONTROL/RESTORATION TECHNICIAN I	\$ 50	WATER & WASTEWATER FACILITIES OPERATOR	\$ 96
EROSION CONTROL/RESTORATION TECHNICIAN II	\$ 78	WATER & WASTEWATER MANAGER	\$ 173
EROSION CONTROL/RESTORATION TECHNICIAN III	\$ 85	WATER & WASTEWATER OPERATOR TRAINER	\$ 107
GEOLOGIST I	\$ 90	WWTP FACILITIES OPERATOR ASSISTANT	\$ 54