



A G E N D A
CITY OF WAUPUN BOARD OF PUBLIC WORKS
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, February 11, 2020 at 4:30 PM

CALL TO ORDER

ROLL CALL

PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS--*State name, address, and subject of comments.*
(2 Minutes)

No Public Participation after this point.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

CLOSED SESSION

1. The Waupun Board of Public Works will adjourn in closed session under Section 19.85(1) (e) of the WI Statutes for **land acquisition consideration for Monroe Street pond**
(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

OPEN SESSION

ACTION FROM CLOSED SESSION

CONSIDERATION - ACTION

2. Approve minutes of the January 14, 2020 meeting.
3. Approve Spring yard waste pickup dates. (April 13 - May 3, 2020)
4. Zero Turn Riding Tractor Bid Results
5. Monroe Street Pond Project - Soil Boring RFP Results
 - a. Giles Engineering Associates - \$3,342.50
 - b. Intertek PSI - \$3,975.00
 - c. Soils & Engineering Services - \$4,080.00
 - d. Nummelin Testing Services - \$4,325.00
6. Waupun Dam Bypass Concept Design Proposal.
MSA - \$11,000

ADJOURNMENT

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact the City Clerk at 920-324-7915.



DRAFT MINUTES
CITY OF WAUPUN BOARD OF PUBLIC WORKS
Waupun City Hall – 201 E. Main Street, Waupun WI
Tuesday, January 14, 2020 at 4:30 PM

CALL TO ORDER

Chairman Mielke called the meeting of the Board of Public Works to Order at 4:30pm.

ROLL CALL

Board members present on roll call are Chairman Mielke, Alderman Vossekul, Deputy Chief Rasch, Public Works Director Daane, and City Clerk Hull. Members absent are Alderman Matoushek.

Common Council members in attendance are Mayor Nickel.

No City Staff is present.

No members in the audience are present.

PERSONS WISHING TO ADDRESS THE BOARD OF PUBLIC WORKS

No member of the public appeared before the Board.

FUTURE MEETINGS AND GATHERING INVOLVING THE BOARD OF PUBLIC WORKS

The next regularly scheduled meeting of the Board of Public Works is February 11, 2020 at 430pm in the City Hall Council Chambers, if needed.

CONSIDERATION - ACTION

1. Approve minutes of the 12-10-19 Meeting.

Motion Rasch, second Vossekul to approve the December 10, 2019 minutes of the Board of Public Works. Motion carried 5-0.

2. 2020 Chevrolet Silverado 3500 Flatbed Quote

A quotes a received for consideration of the purchase of a 2020 Chevrolet Silverado 3500 Flatbed. Ewald provides \$37,330 for the vehicle and Madison Truck Equipment \$5806 for the platform body with electric/hydraulic hoist.

Motion Vossekul, second Rasch to approve the quote from Ewald (\$37,330) and Madison Truck Equipment (\$5806) for the purchase of a 2020 Chevrolet Silverado 3500 Flatbed. Motion carried 5-0 on roll call.

3. Storm Sewer televising and report quote for half of Section F of the storm Water system.

Northern Pipe provides a quote for storm sewer televising at a cost of \$16,112.56. Also noted, if storm sewer cleaning is found to be necessary, a \$235 per hour fee will be assessed.

Motion Vossekul, second Rasch to approve the quote provided by Northern Pipe for storm sewer televising in the amount of \$16,112.56. it is understood if storm sewer cleaning is necessary, a \$235 per hour fee will be assessed. Motion carried 5-0 on roll call.

4. Equipment Rates for 2020

Motion Rasch, second Vossekul to adopt the 2020 Public Works Equipment Rates. Motion carried 5-0 on roll call.

DISCUSSION UPDATES

5. ATV Sign permits and sign installation schedule

Daane continues to work with the DOT on ATV/UTV sign placement. Permits have been approved.

6. Harris Creek Improvement Update

The 2021 proposed Street Plan includes Rock/Newton. Daane has been working with MSA on improvements to Harris Creek – bigger culvers under Rock/Newton, widening the ditch. Daane provides a sketch of the flood plain area, noted by FEMA. If improvements to Harris Creek, the flood plain area would shrink to the area of the creek however the creek will be much wider than current. Daane will continue to meet with surrounding homeowners for their questions and concerns and then return to MSA to prepare easements. This will be budget pending.

ADJOURNMENT

Motion Rasch, second Vossekul to duly call the meeting adjourned at 4:50pm.

Angie Hull, Clerk

CITY OF WAUPUN
Spring Yard Waste Pickup

The City of Waupun Department of Public Works will begin the Spring yard waste pickup service on April 13, 2020 (weather permitting). This service is intended for the disposal of leaves, grass, garden waste, and branches that are generated from routine yard maintenance. **THIS SERVICE IS NOT INTENDED FOR TREE REMOVAL OR LOT CLEARING. All yard waste must be at curb side by 7:00 a.m. on May 3, 2020**, when the Department of Public Works will make a final pass through the city. This service shall be provided to City of Waupun property owners only.

Please note the following guidelines:

Leaves and brush shall **not** be deposited on the street.

Leave grass clippings and leaves at the curbside loose. **Please Do Not Bag.**

Separate leaf piles and brush piles.

Branches shall not exceed 3 inches in diameter. (If possible keep all cut ends of branches facing the same way.)

No garbage, appliances, furniture, tires, etc.

No tree stumps or tree root systems will be collected.

The City will not collect any items not in compliance with the above guidelines. Thank you for your cooperation.

PROPOSAL

TO: CITY OF WAUPUN

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the City of Waupun the apparatus listed below.

ONE (1) New TORO GROUNDSMASTER 7210

NEW PRICE: \$ 50,469

Signed: Derek Kosterachmidt
Bidder: REINDERS INC
Title: SALES
Address: W227 N6225 SUSSEX RD
SUSSEX, WI 53089 - 3969
Date: 1-27-2020



GILES

ENGINEERING ASSOCIATES, INC.

GEOTECHNICAL, ENVIRONMENTAL & CONSTRUCTION MATERIALS CONSULTANTS

- Atlanta, GA
- Dallas, TX
- Los Angeles, CA
- Manassas, VA
- Milwaukee, WI

January 31, 2020

City of Waupun
201 East Main Street
Waupun, WI 53963

Attention: Mr. Jeff Daane
Director of Public Works

Project: Geotechnical Engineering Storm Water Infiltration Feasibility Study
Proposed Storm Water Management Ponds
Monroe Street
Waupun, Wisconsin
Proposal No. 1GP-2001074

Dear Mr. Daane:

We appreciate the opportunity to offer our services to. Giles Engineering Associates, Inc. (Giles) has been performing geotechnical engineering since 1976 on a local and national basis. Our experience in the Waupun, Wisconsin area, and our dedication to quality engineering will be a benefit in the successful completion of the project. For more information about Giles, please visit us on the web at www.gilesenr.com.

PROJECT DESCRIPTION

In accordance with your request, we are pleased to present our proposal to provide geotechnical engineering services for a subsurface site evaluation with regard to the feasibility of infiltration of storm water at the proposed management ponds, located as shown on the site plan provided. The project will also involve a subsurface site evaluation with regard to feasibility of storm water infiltration.

Please note that complete details were not available at the time this proposal was prepared. As such, some assumptions were made regarding preparation of this proposal and the formation of our scope of services. As more information becomes available and final design criteria are determined, Giles will be pleased to revise its scope of services.

A brief description of our understanding of the scope of services to be provided is discussed in the following paragraphs.

SCOPE OF SERVICES

The subsurface exploration requested for this project includes performing five test borings. All borings are planned to be extended to a depth of 15± feet below the existing ground surface in the proposed infiltration basin areas. The exploration program results in 75 lineal feet of test borings.



Geotechnical Engineering Exploration and Analysis
Proposed Storm Water Management Ponds
Waupun, Wisconsin
Proposal No. 1GP-2001074
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Conventional field testing is planned to be performed on the materials encountered in their test borings to determine their classification for possible reuse as fill. Groundwater observation will be performed in the test borings to assist in evaluating the water table.

The field exploration will consist of performing Standard Penetration Tests (SPT) in general accordance with ASTM D-1586 specifications at 2½-foot intervals.

We propose to perform the subsurface exploration with company-owned and operated drilling equipment. The borings will be advanced through the soil with standard 2¼ or 3¼-inch I.D. hollow stem augers. Special access equipment, such as an all-terrain vehicle or low-clearance drill rig, is not expected to be necessary for this project. If special access is needed, Giles will provide this service in accordance with its daily rates. Ground surface elevations of the test borings and the location of the borings in the field will be provided by the client. Complete rights-of-entry and access to the site are expected to be provided for us as a function of this proposal.

Laboratory testing, including grain size analysis, will be performed on the soil samples obtained from the subsurface exploration to determine soil classification and other general physical characteristics. Classification of the soils using USDA textural classifications will be provided. Field testing, such as Double Ring Infiltrometer (ASTM D3385) or other infiltration testing has not been included in the proposed services for this project. However, depending on the subsurface conditions at the site, field infiltration testing may be beneficial for the project. Field infiltration testing can be performed by us under a separate agreement.

The field exploration will be performed in general accordance with the infiltration area evaluation requirements provided in the Wisconsin Department of Natural Resources *Conservation Practice Standard 1002*. The results of our field exploration and laboratory testing will be utilized in a geotechnical engineering analysis, which will provide the following information presented in a written report prepared by a Registered Professional Engineer.

- ◆ Determination of generalized subsurface soil and groundwater conditions and engineering characteristics at the site test borings to depths assigned or to a depth subsequently found necessary for the proposed storm water basin.
- ◆ Evaluation of the conditions encountered at the site with regard to the suitability infiltration basin construction at the site. The evaluation will be performed in general accordance with the standards provided in the Wisconsin Department of Natural Resources *Conservation Practice Standard 1002*.
- ◆ Design infiltration rates, based on soil texture and the guidelines provided in the Wisconsin Department of Natural Resources *Conservation Practice Standard 1002*, will be provided for the encountered soil.



Geotechnical Engineering Exploration and Analysis
Proposed Storm Water Management Ponds
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SPECIAL CONSIDERATIONS

Please note that Giles will perform subsurface drilling activities with a reasonable standard of care. At the conclusion of drilling activities, Giles will backfill each borehole. Even with this service, however, it is important to note that some borehole backfill settlement or expansion can and will occur over time. This settlement/expansion can create a hazard and should be carefully monitored by the client and/or property owner. The settlement/expansion can lead to the formation of a "trip joint" representing a threat of injury to persons or animals utilizing or accessing the subject property. Giles has not included a cost for monitoring borehole settlement/expansion after the initial drilling activities and will not be performing this service. Once again, we strongly recommend that the client establish a procedure to monitor and evaluate the post-drilling site conditions, including but not limited to the settlement or expansion of borehole backfill or other surface disturbances that may affect the subject property during and after drilling activities.

PROPOSED FEES

The estimated fee to perform the Geotechnical Engineering Storm Water Infiltration Feasibility Study outlined above for the referenced project is Three Thousand Three Hundred Forty-Two Dollars and 50/100 (**\$3,342.50**). Any approved additional work required over and above the scope proposed will be billed in accordance with the attached Schedule of Standard Fees. Note that the attached *Schedule of Standard Fees*, including the General Notes, *General Conditions*, and *Important Information About This Geotechnical Engineering Proposal* are considered portions of this proposed agreement.

SCHEDULE

We propose to initiate the work immediately upon receipt of written notification to proceed. Depending on weather conditions, site access and utility clearance, this project is expected to be complete in approximately **three weeks** from the date of written authorization.



Geotechnical Engineering Exploration and Analysis
Proposed Storm Water Management Ponds
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CLOSING

Thank you for the opportunity to offer our services. We look forward to working with you on this project. Please acknowledge receipt and acceptance of this proposal by signing and returning one copy for our files. The individual or individuals that sign this agreement on behalf of the client warrant that they are duly authorized agents of the client.

Respectfully submitted,

GILES ENGINEERING ASSOCIATES, INC.

Patrick Reuteman
Vice President

ACCEPTED: CITY OF WAUPUN

BY: _____
(Signature) (Printed Name)

TITLE: _____ **DATE:** _____

Enclosures: Breakdown of Proposed Fees; 1GP-2001074
Schedule of Standard Fees; 1GP-2001074
General Conditions; 1GP-2001074
Important Information About This Geotechnical Engineering Proposal

Distribution: MSA Professional Services
Attn: Mr. Jason Laue (1 via email: JLaue@msa-ps.com)

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BREAKDOWN OF PROPOSED FEES

Geotechnical Engineering Storm Water Infiltration Feasibility Study
Proposed Storm Water Management Ponds
Waupun, Wisconsin
Proposal No. 1GP-2001074

NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	RATE (Per Unit)	ESTIMATED TOTAL
FIELD SERVICES					
1	Mobilization of Drilling Equipment	Lump Sum		375	\$375.00
2	Utility Clearance and Project Coordination by Drilling Supervisor	2	Hour	\$75.00	\$150.00
3	Soil Borings (ordinary soil conditions assumed, SPT samples at 5-foot intervals) 0 to 20-foot depth	75	LF	\$10.50	\$787.50
4	Additional SPT Samples	15	Each	\$10.00	\$150.00
5	Use of All Terrain Vehicle (if needed)		Each	\$375.00	\$0.00
6	Borehole Abandonment	75	LF	\$3.00	\$225.00
Fee for Field Services					\$1,687.50
LABORATORY TESTING SERVICES					
1	Visual Sample Classification	35	Each	\$5.00	\$175.00
2	Grain Size Analysis	3	Each	\$75.00	\$225.00
3	Moisture Content	25	Each	\$5.00	\$125.00
Fee for Laboratory Testing Services					\$525.00
ENGINEERING SERVICES					
1	Geotechnical Division Manager	2	Hour	\$130.00	\$260.00
2	Project Engineer	8	Hour	\$100.00	\$800.00
3	CAD Operator	1	Hour	\$70.00	\$70.00
Fee for Engineering Services					\$1,130.00
TOTAL ESTIMATED PROJECT COST					\$3,342.50



I. CONSULTING - GEOTECHNICAL, ENVIRONMENTAL AND CONSTRUCTION MATERIALS

- A) Principal of Firm \$175.00/HR
- B) Technical Consultant/Project Manager II/Regional and Division Manager II \$150.00/HR
- C) Senior Professional/Project Manager I/Division and Regional Manager I \$130.00/HR
- D) Project Professional II (8+ years experience)..... \$100.00/HR
- E) Project Professional I (4-8 years experience) \$95.00/HR
- F) Staff Professional II (2-5 years experience) \$85.00/HR
- G) Field Professional/Staff Professional I (0-3 years experience)..... \$75.00/HR
- H) Deputy Inspector \$65.00/HR
- I) Senior Field Technician..... \$65.00/HR
- J) Associate Field Technician \$50.00/HR
- K) Field Technician II \$48.00/HR
- L) Field Technician I \$40.00/HR

II. SUBSURFACE EXPLORATION

- A) Mobilization of Truck Mounted Drill Equipment (\$2.00/Mile One Way) Minimum \$350.00 Lump Sum
- B) Usage of All-Terrain Equipment (When Necessary for Access) Quote/Project
- C) Rental of Equipment for Access or Backhoe for Test Pits Cost +15%
- D) Drill Equipment and Two-Person Crew Standby Time \$ 145.00/HR
- E) Per Diem (Site Over 75 Miles from Office) (Per Person)..... \$85.00/DAY
- F) Support Vehicle Transportation (Plus Personnel Rate)..... \$ 0.65/MI
- G) Boring Layout and Approximate Elevations (Two-Member Crew) and Utility Coordination by Drilling Supervisor \$ 77.00/HR/PERSON
- H) Drilling Overburden (N Less Than 100) Hole Advance by 3/4 inch I.D. or Smaller Hollow Stem Auger, Includes Soil Sampling with Standard Penetration Test (ASTM D-1586) 2-Person Crew (8 Hour Minimum) \$210.00/HR

DEPTH RANGE FEET	DRILLING UNIT PRICE (1)		ADDITIONAL SPT
	ORDINARY SOIL (2)	HARD SOIL (3)	
GS-20	\$13.00	\$15.50	\$19.50
20-40	\$13.70	\$16.20	\$21.50
40-60	\$14.40	\$16.90	\$28.50
60-80	\$15.10	\$17.60	\$30.50

- (1) Drive Casing and/or Wash Boring to Advance Borings \$4.00/LF Additional
- (2) Ordinary Soil: N Less Than 50 or qu Less Than 4.5 tsf
- (3) Hard Soil: N Greater Than 50 or qu Greater Than 4.5 tsf
- (4) Large H.S. Auger Surcharge
 - a) 4-inch I.D. \$1.00/LF Additional
 - b) 6-inch I.D. \$3.00/LF Additional
 - c) 12-inch I.D. by Special Hourly Rate

- I) Overtime For Drill Equipment and Two-Person Crew (Over 8 Hours per Day) \$250.00/HR
- J) 2.5-Inch Diameter Ring Sampling Additional..... \$ 5.50/EA
- K) Undisturbed Tube Soil Sampling 2" O.D Additional..... \$ 52.00/EA
(Piston Sampler \$40.00 Additional) 3" O.D Additional..... \$ 58.00/EA
- L) Disturbed Soil Sampling (Bulk) (Additional) \$ 58.00/EA
- M) Auger-Drilling (No Drive Samples, Auger Samples Only) \$9.70/LF
- N) Drilling and Sampling Rock and Overburden with N Greater Than 100 (Additional)
 - 1) Rock Boring (3" Rock Roller Bit) \$ 28.00/LF
 - 2) Rock Coring (3" O.D. Diamond Bit-NX)..... \$ 35.00/LF
 - 3) Rock Coring and Boring Set-Up Charge \$275.00/HOLE
- O) Special Field Tests and Installation (Soil and Rock Instrumentation, etc.)
 - 1) Drill Rig and Crew (Two-Member)..... \$176.00/HR
 - 2) Supplies and Material..... Cost +15%
- P) Pressuremeter Tests (Including Test Equipment and Operator, Drill Rig Billed at \$200.00/HR) (Eng. Billed per Item I) \$660.00/EA



III. SPECIAL ENVIRONMENTAL SERVICES

- A) Environmental Specialist (Engineer, Geologist, Hydrogeologist, Scientist) for Drilling Supervising, Well Development and Sampling \$ 94.00/HR
- B) Decontamination Support Vehicle \$195.00/DAY
- C) Use of Decontamination Equipment During Field Exploration \$195.00/DAY
- D) Drilling Equipment Decontamination Before/After Exploration \$105.00 Lump Sum
- E) Groundwater Monitoring Well Installation (Drilling and Soil Samples Cost Included Under Item II)
 - 1) 2" Diameter, 0.20 Machine Slotted PVC Screen w/Threaded Connection, Filter Pack Around Screen & Bentonite Seal \$31.00/LF
 - 2) 2" Diameter Solid PVC Riser with Threaded Connection \$ 26.00/LF
 - 3) Bentonite/Cement Grout Slurry Backfill Around PVC Riser \$ 9.00/LF
 - 4) Well Security Caps and Flush Manhole Covers With Concrete Collars \$ 55.00/EA
- F) Asbestos Containing Material (ACM) Microscopic Identification (Including Appropriate Handling) \$ 72.00/EA
- G) Volatile Organic Compound (VOC) Detection in Soil (Photoionization Detection (PID) Meter Calibrated to Benzene, Measuring in Parts per Million (ppm)
 - 1) Field \$165.00/DAY
 - 2) Lab \$165.00 Lump Sum
- H) DOT Approved Drilling Spoil Drums (55 Gallon) Left On-Site \$ 66.00/EA
- I) Borehole Impervious Backfill for Environmental Considerations
 - 1) 2¼ Inch" I.D. Hollow-Stem Auger \$ 4.00/LF
 - 2) 3¼ inch" I.D. Hollow-Stem Auger \$ 5.00/LF
 - 3) Larger Diameter on Time and Materials Basis
- J) Monitoring Well Abandonment (Does Not Include Equipment Mobilization)
 - 1) 2" I.D. Well \$ 4.00/LF
 - 2) 3" I.D. Well \$ 5.00/LF
 - 3) Larger Diameter on Time and Materials Basis

IV. SOIL LABORATORY TESTING SERVICES

- A) Soil Preparation
 - 1) Extrude/Prepare Tube Sample for Testing and Classification \$ 29.50/EA
 - 2) Preparation of Remolded Specimen for Testing \$ 65.00/EA
 - 3) Preparation of Rock Core Samples for Testing \$ 27.50/EA
- B) Identification and Physical Properties
 - 1) Visual Classification by Geotechnical/Environmental Professional \$4.00/EA
 - 2) Moisture Content Determination (ASTM D-2216) \$5.00/EA
 - 3) Unit Weight Undisturbed Sample \$16.00/EA
 - 4) Organic Content by Combustion (Loss-On-Ignition) \$44.00/EA
 - 5) pH Determination by Meter or Litmus Paper \$16.00/EA
 - 6) Atterberg Limits
 - a) Liquid Limit (ASTM D-423) \$41.00/TEST
 - b) Plastic Limit (ASTM D-429) \$41.00/TEST
 - c) Shrinkage Limit (ASTM D-427) \$60.00/TEST
 - 7) Specific Gravity (ASTM D-854) \$71.00/TEST
 - 8) Grain-Size Determination (Complete with Curve)
 - a) Mechanical Analysis \$60.00/TEST
 - b) Hydrometer Analysis \$71.00/TEST
 - c) Mechanical and Hydrometer Analysis (ASTM D-422) \$121.00/TEST
 - d) Material Passing No. 200 Sieve Only, No Curve (ASTM D-1140) \$55.00/TEST
 - 9) Permeability (Reactive, Corrosive or Hazardous Fluid Additional \$150.00/TEST)
 - a) Constant Head (Granular Soil) (ASTM D-2434) \$192.00/TEST
 - b) Constant/Falling Head (Rigid Wall Permeameter) \$214.00/TEST
 - c) Constant/Falling Head (Flexible Wall Permeameter) \$275.00/TEST
 - 10) Moisture Density Relationship (Complete with Curve)
 - a) Standard Proctor (ASTM D-698/AASHTO T-99) \$137.50/TEST
 - b) Modified Proctor (ASTM D-1557/AASHTO T-180) \$165.00/TEST
 - c) Maximum-Minimum Relative Density (ASTM D-2049) \$270.00/TEST
 - 11) CBR or R-Value (Without Proctor or Other Associated Tests) (ASTM D-1883)/(California Test Procedure 301) \$302.50/TEST



IV. SOIL LABORATORY TESTING SERVICES (continued)

C) Strength and Compressibility	
1) Unconfined Compression	
a) Without Controlled Strain-SPT Soil Sample	\$4.00/TEST
b) Calibrated Penetrometer Resistance (Average of 3)-Soil.....	\$5.00/TEST
c) Controlled Strain with Stress-Strain Curve (Undisturbed Tube Soil Sample)	\$52.00/TEST
d) Controlled Strain (No Curve) (Undisturbed Tube Soil Sample)	\$33.00/TEST
e) Without Controlled Strain-Rock	\$52.00/TEST
2) Vane-Shear, Torvane (Average of 3)-Soil.....	\$5.00/TEST
3) Triaxial (Including 3 Mohr Circles)-Soil	
a) Unconsolidated-Undrained (U-U)	\$660.00/SET
b) Consolidated-Undrained (C-U)	\$770.00/SET
c) Consolidated-Drained (C-D)	\$880.00/SET
4) Direct Shear (Including 3 Points)-Soil	\$347.00/SET
5) Consolidation-Soil (Including Curve)	
a) Conventional With Maximum 16 tsf Loading in 8 Increments and 4 Rebound Points.....	\$347.00/TEST
b) Additional Load Increments and Rebound Points.....	\$50.00/EA
c) Single Point	\$82.50/TEST
d) Collapse (Metastable Soil).....	\$286.00/TEST
6) Swelling Percent and Pressure of Expansive Soils.....	\$231.00/TEST
7) EI (Expansive Index) Test of Expansive Soils (UBC Standard 29-2).....	\$171.00/TEST

V. GENERAL NOTES (APPLICABLE TO ALL SERVICES)

Direct non-salary expenses for engineering and technical personnel charged at cost + 15%. Engineering services transportation time charged portal/portal and automobile travel at \$0.50/mile, other modes of transportation charged at cost + 10%. Normal construction monitoring services workday 8:00 a.m. to 5:00 p.m., overtime rates (150%) applicable for services performed outside these hours and Saturdays, Sundays and Holidays. Minimum monitoring fee 4 hours per trip.

Personnel compensation rates for court/arbitration related services for expert consultation in accordance with the rates indicated herein, with the exception of services performed in which the individual is placed in an adversary position such as testimony or deposition which will be charged at 175% of the standard hourly rates. A minimum \$1,500.00 retainer and an indemnification agreement are also typically required for these services.

Invoices submitted once a month during period of contract and/or at completion of our services. Payment is due 15 days after receipt of invoice. Invoices remaining unpaid beyond 30 days accrue interest at 12% for each month delinquent or at the maximum rate allowed by law. Reasonable attorney fees incurred to collect over due invoices will be reimbursed at cost. Litigation required to collect over due invoices will be filed in and under the laws of Waukesha County, Wisconsin.

Subsurface exploration unit rates include labor and materials incidental to usage of drilling equipment. Support services such as location and elevation surveys, clearance of utilities and permits charged at standard hourly rates and expenses at cost + 15%. Minimum drilling fee of \$895.00 per project. Soil drilling and rock coring charges based on nominal auger and diamond wear. Excessive wear due to hard and/or difficult formations charged at actual cost. Drilling and coring below 80 foot depth on hourly basis or at unit price quoted upon request.

Unit prices in this proposal remain in effect for 3 months after date of proposal and subject to change without notice thereafter. Unit prices are, however, subject to immediate change to comply with a prevailing wage rate, wage or benefit rate determination, wage substitution, or action by organized or union labor.

Important Information About This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project *is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.*

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



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PROPOSAL 0092-300552

Monroe Street Pond

PROJECT

Monroe Street Pond

SUBMITTED TO

Mr. Jeff Daane
City of Waupun

DATE

January 27, 2020





Professional Service Industries, Inc.
608 North Stanton Street, Ripon, WI 54971
Phone: (920) 745-2200
Fax: (920) 745-2222

January 27, 2020

Mr. Jeff Daane
City of Waupun
201 East Main Street
Waupun, Wisconsin 53963

Re: Request to perform Subsurface Exploration and Foundation Evaluation
Monroe Street Pond
Monroe Street
Waupun, Wisconsin
PSI Proposal No. 0092-300552

Dear Mr. Daane:

In accordance with your request, Professional Service Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal to provide geotechnical engineering services for the referenced project. A brief description of our understanding of the project and a discussion of the scope of services to be provided, are included in the following paragraphs.

PROJECT INFORMATION

It is understood that the proposed project will consist of a new stormwater management pond that will be located on Monroe Street in Waupun, Wisconsin. No additional design information was provided as of this proposal.

Should any of the above information be inconsistent with the planned construction, PSI requests that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE

As requested, PSI proposes to perform a total of five (5) soil borings for this exploration to a depth of 15 feet in the proposed stormwater management area. In total, up to 75 feet of drilling is proposed for this project. If areas of extended fill or other unsuitable soils are encountered during field exploration activities, boring depths may be extended until suitable subsurface soils are found. Where a significant alteration to the scope of work may be warranted, prior authorization from the client will be obtained, and any additional work will be charged at the unit rates shown on the accompanying Estimate Worksheet.

The borings will be advanced to the depths referenced above, or to refusal, whichever is shallower. Rock coring is not included in the scope of this exploration; therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services (which will require an authorization for additional budget). If rock coring is needed to evaluate a deep foundation option, we will contact you.

The subsurface exploration will be performed with an ATV-mounted drill rig. Conventional hollow stem augers will be utilized to advance the boreholes. Representative soil samples will be obtained at 2.5-foot increments to



10 feet and every 5 feet thereafter employing split-barrel sampling procedures in general accordance with ASTM D-1586. The borings for the stormwater area will be sampled continuously at 2-foot increments. In accordance with Wisconsin state code, borings greater than 10 feet will be backfilled with bentonite upon completion. However, once backfilled and surface patched, it is possible that the backfill within the borehole will settle when surface water or groundwater enters the hole, thus causing the surface patch to fail. PSI cannot be responsible for monitoring the condition of said boreholes; therefore, the condition of the boreholes should be monitored by the property owner once PSI has demobilized from the site.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program.

REPORT

At the conclusion of PSI's field and laboratory work, a report will be prepared. The report will include, the following:

- Logs of individual soil borings and boring location diagram.
- Evaluation of soil and groundwater conditions.
- Guidelines for subgrade preparation for and for the selection and placement of structural fill in these areas.
- Construction considerations relating to subgrade preparation, site drainage and groundwater control, and excavations.
- Visually classify soils located within the planned stormwater management area.

SPECIAL INSTRUCTIONS

Your communication of any available site development plans or previous geotechnical investigations to PSI is needed. Upon project start-up, PSI will contact you or your designated representative regarding this information and project scheduling.

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil test borings or patching the asphalt surface, if applicable, is included.

PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. However, this service does not mark the locations of privately owned utilities. PSI's proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to our mobilization. The cost of private utility locating is not included in PSI's proposal. If PSI is asked to provide this service, an additional fee will apply.

FEES AND CONDITIONS

Professional Service Industries, Inc. proposes to perform its services on a lump sum basis, pursuant to the accompanying Estimate Worksheet and General Conditions, both of which are enclosed herein. The anticipated



cost for the borings will be \$3,795.00. Final compensation will depend upon the actual number of soil borings performed, samples collected, laboratory tests performed, and required engineering time. Any special equipment required for site access, and any delays beyond the control of PSI personnel, will be considered as additional costs. However, approval for any additional work, if required, will be obtained from the client prior to its performance.

CLOSING

Professional Service Industries, Inc. will proceed with the above-described work on the basis of your verbal authorization. However, please sign in the acceptance block below, and return one copy of this proposal for our files. No written reports will be provided until receipt of the signed proposal. Please be advised that the return of only the signature page will indicate acceptance of the entire proposal document, including the attached estimate worksheet and general conditions.

We sincerely appreciate this opportunity to offer our services. If you have any questions concerning this proposal or if additional information is needed, please contact us at any time. We are looking forward to working with you in this project.

For Professional Service Industries, Inc.

Jeffrey Fischer
Branch Manager

James Becco
Regional Vice President



ATTACHMENTS

Proposal Acceptance

Cost Estimate

General Conditions



PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ • DAY OF _____, 2020.

BY (*please print*): _____

TITLE: _____

COMPANY: _____

****SIGNATURE:** _____

PROJECT INFORMATION:

1. Project Name: _____

2. Project Location: _____

3. Your Job No: _____ Purchase Order No.: _____

4. Project Manager: _____ Telephone No.: _____

5. Site Contact: _____ Telephone No.: _____

6. Number and Distribution of Reports:

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____

Email: _____ Email: _____

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:



General Conditions

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.

3. PREVAILING WAGES: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.

5. ACCESS TO SITE: Client will arrange and provide such access to the site and

work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. CLIENT'S DUTY TO NOTIFY ENGINEER: Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.

7. RESPONSIBILITY: PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.

8. SAMPLE DISPOSAL: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.

9. PAYMENT: The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY LAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO

\$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. INDEMNITY: Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer

and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. EMPLOYEES/WITNESS FEES: PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.

14. FIDUCIARY: PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.

15. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

16. CHOICE OF LAW AND EXCLUSIVE VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

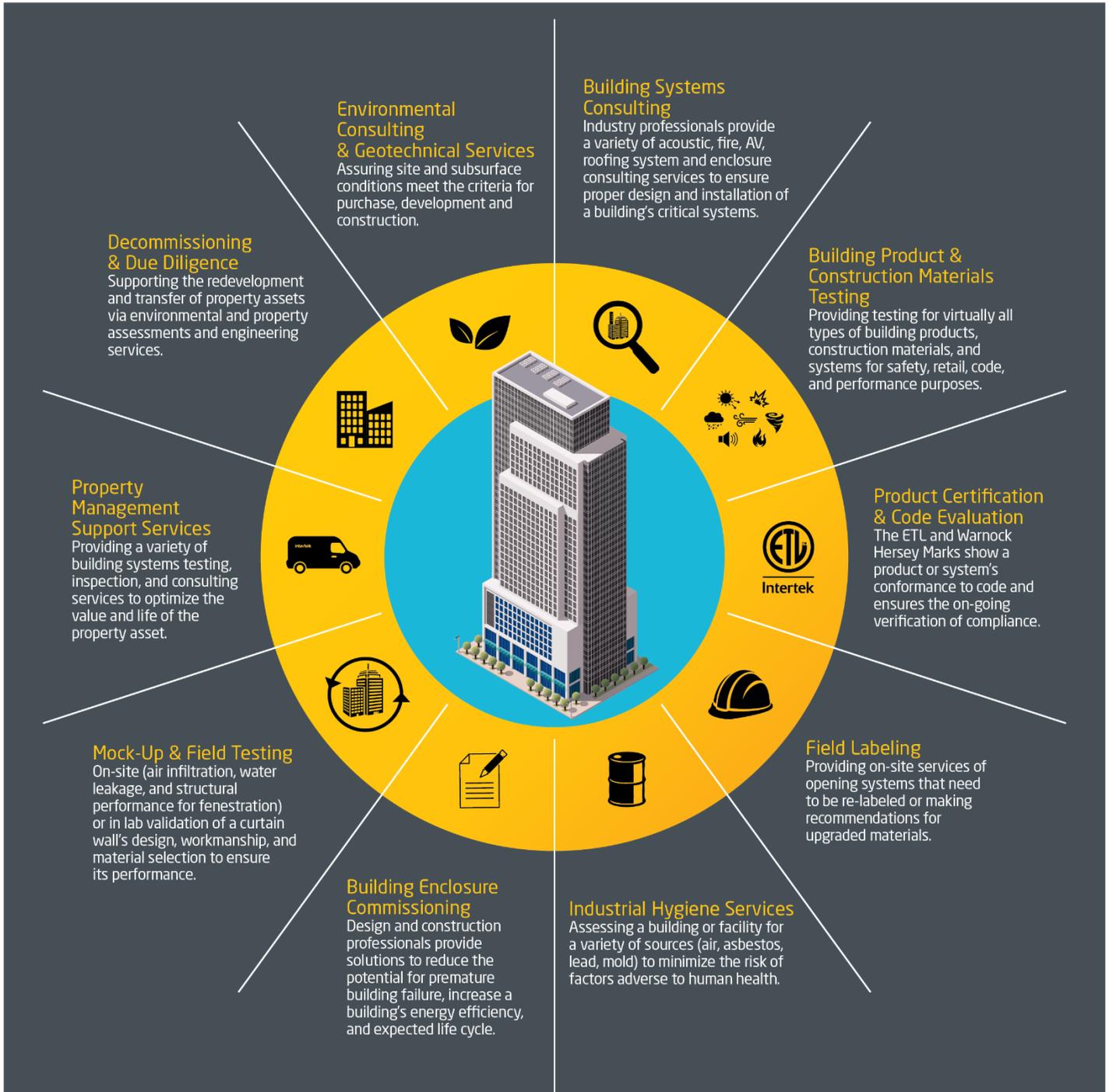
17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable.

18. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



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Design Phase

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Ripon Office
608 North Stanton Street
Ripon, Wisconsin 54971
P. 920.745.2200 F. 920.745.2222

**GEOTECHNICAL EXPLORATION
ESTIMATE WORKSHEET**

Client Name: Mr. Jeff Daane
City of Waupun
Date: January 27, 2020
Project Name: Monroe Street Pond
Proposal No.: 300552
Project Location: Waupun, Wisconsin

<u>DESCRIPTION OF SERVICE(S)</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Geotechnical Services	1 Lump	\$2,320.00	\$2,320.00
Laboratory Services	1 Lump	\$490.00	\$490.00
Report Preparation	1 Lump	\$1,165.00	\$1,165.00
		TOTAL ESTIMATED COST:	<u>\$3,975.00</u>

Scope:

Perform 5 borings to a depth of 15 feet. In total, up to 75 lineal feet of drilling is proposed.

ADDITIONAL SERVICES (IF REQUESTED OR REQUIRED)

Additional 20 foot boring	\$250.00	Each
All-Terrain Vehicle Drill Rig	\$600.00	Per Day
Additional cost to extend "soil borings"	\$11.00	Foot



Soils & Engineering Services, Inc.

January 22, 2020

Proposal 913.4708

Mr. Jeff Daane, City DPW
City of Waupun
201 E. Main Street
Waupun, Wisconsin 53963

**Subject: Proposal for Geotechnical Exploration and Report
Monroe Street Water Quality Pond
Waupun, Wisconsin**

Dear Mr. Daane:

We are providing this proposal in response to the request of Mr. Jeff Laue, P.E., of MSA Professional Services, Inc. on January 20, 2020. The requested scope of the field work is drilling and sampling five 15-foot soil borings. The final depth of the soil borings will depend upon the soil types, depth and type of fill materials, and soil strengths encountered.

During the drilling and sampling of the soil borings, we will also determine if groundwater is present and at what elevation it is within the depth range of the soil borings performed. Based on the soil boring information and laboratory test data obtained, we will prepare a geotechnical report with our recommendations related to the suitability of the site for construction of a series of stormwater ponds.

We propose mobilizing a low pressure rubber tire drilling rig to perform the soil borings based on the anticipated off-road access. Some ground surface damage may occur from the drilling rig, the repair of which is not part of our scope of services. We will charge an hourly rate to place rubber matting if the ground conditions are soft. The matting will help reduce rutting, but may not eliminate it.

Our scope does not include site access delays or costs related to moving snow, cutting trees, cutting or repair of fencing, repair of landscaped areas or the ground surface, nor for payments for ground surface damage due to our drilling equipment. Our scope of work is for geotechnical purposes only and does not include environmental sampling or testing. We assume we are allowed to perform the soil borings during normal business hours and that no night, weekend, or holiday field work is required.

In addition to the soil borings, this proposal includes charges for us to classify the soil samples in our laboratory; prepare computer-generated Soil Boring Records; perform laboratory testing on selected soil samples; and perform geotechnical engineering analyses and prepare a written report for the project site. The written report will include a discussion of the soil types encountered; depth to bedrock (if encountered at the soil borings); discussion of suitability of the site for construction of stormwater ponds, estimated soil infiltration rates, discussion regarding the need for dewatering during construction and on a long-term basis; and discussion related to design and construction of the ponds.

No monies are included in the scope of work in this proposal for field or laboratory permeability rate testing of soils or infiltration area design. Please contact us if you want us to include these services in our scope of work.

We propose to complete this work based on the following unit rates.

A. GEOTECHNICAL EXPLORATION

1. Mobilization of drilling personnel, all-wheel drive rubber tire drilling rig, and related equipment to the project site and return. \$350.00 lump sum

2. Project administration and coordination with Diggers Hotline for proper locating and marking of public underground utility lines. The proper locating and marking of private utility lines and structures including septic systems, private water lines, and private electric lines is the responsibility of the site owner. Soils & Engineering Services, Inc., therefore, will not be held liable for damages caused to underground structures due to inadequate or improper marking of said structures. \$65.00 lump sum

3. We understand that MSA Professional Services, Inc. will stake the soil boring locations and determine the ground surface elevation at each soil boring location before we mobilize our drilling crew.

4. We will drill the soil borings with hollow-stem augers and obtain soil samples using a split-barrel sampler (ASTM D 1586) at 2½-foot intervals to a depth of 10 feet and at 5-foot intervals below a depth of 10 feet. Boreholes that encounter auger refusal due to boulders or other subsurface obstructions will be charged at the footage rates provided.
 - a. For that portion of the boring from ground surface to a depth of 20 feet below grade. \$15.00 per linear foot



- | | | |
|----|--|-------------------------|
| b. | Surcharge for drilling dense soils or bedrock with blow counts of 50 or more per foot. | \$10.00 per linear foot |
| | | |
| 5. | Boreholes that intersect groundwater or that are more than 10 feet deep will be backfilled with bentonite as required by WDNR. | \$5.00 per foot |
| | | |
| 6. | We will perform laboratory tests to assist in proper soil classification and to determine appropriate design parameters. We group the samples according to soil type and then select representative samples for testing to determine various soil parameters. We will perform the tests at the following unit rates: | |
| a. | Moisture content | \$10.00 per sample |
| b. | Atterberg limits, liquid and plastic | \$65.00 per sample |
| c. | Soil texture classification (USDA). | \$40.00 per sample |
| d. | Washed sieve analyses (No. 200 sieve) | \$65.00 per sample |
| e. | Washed and dry sieve analyses, with computer plot | \$95.00 per sample |
| f. | Percent organics by loss on ignition | \$60.00 per sample |
| g. | Unconfined compressive strength of soil samples | \$65.00 per sample |
| | | |
| 7. | Laboratory soil classification by a geologist or professional engineer, and preparation of computer-generated Soil Boring Records. | \$95.00 per boring |
| | | |
| 8. | Geotechnical engineering analyses and preparation of a written report for the proposed stormwater pond. | \$1,240.00 allowance |

The report will include a summary of the soil types and groundwater levels encountered; depth to bedrock (if encountered); discussion regarding the need for dewatering during construction or on a long-term basis; discussion regarding suitability of the site for the stormwater ponds; soil parameters including estimated rate of permeability; and berm construction recommendations. Our current scope does not include slope stability analyses.

Work requested beyond the scope of the report indicated above will be charged at hourly rates.



9. Questionable soil conditions encountered at the budget depth of borings will require obtaining approval to exceed the budget. We reserve the right to charge \$265.00 per drill rig hour for this delay.

10. This proposal assumes access with rubber tire drilling equipment. No allowances are made for special site preparations to gain access with drill rigs including: furnishing of barges for work over water; tree removal; snow removal; special blocking or cribbing; traversing very soft marsh conditions; or driving or working on steep slopes.

No allowances are included for access permits or other costs associated with gaining access to the subject property and boring locations. Providing and placing matting by the drilling crew will be charged at \$265.00 per hour.

11. The unit charges given in this proposal are valid for a period of ninety (90) days after the date of this proposal. Following that time, we reserve the right to renegotiate the figures if the work has not been authorized within that period of time.

B. SUMMARY OF CHARGES

<u>Item A.1</u>	
Drilling crew mobilization	\$350.00
<u>Item A.2</u>	
Underground utility marking coordination via Diggers Hotline	\$65.00
<u>Item A.4.a</u>	
75 linear feet of drilling and sampling at \$15.00 per linear foot	\$1,125.00
<u>Item A.5</u>	
75 linear feet of borehole backfill at \$5.00 per linear foot	\$375.00
<u>Item A.6</u>	
Laboratory testing of soil samples, allowance	\$450.00
<u>Item A.7</u>	
Classification and Soil Boring Records for 5 soil borings at \$95.00 per boring	\$475.00
<u>Item A.8</u>	
Geotechnical engineering analyses, project administration and written report	\$1,240.00

The total estimated charge for drilling and sampling five 15-foot soil borings; borehole backfill; laboratory testing; and a geotechnical engineering report for the site is \$4,080.00.

If the Wisconsin Department of Safety and Professional Services (DSPS) Form SBD-10793 (R01/17) *Soil and Site Evaluation – Storm* is required, then we will charge an additional \$420.00.



C. CLOSING

SES is not directly involved with the design of the project, but is engaged only to perform field and laboratory work to determine design parameters for the soils. Inasmuch as this exploration is conducted to obtain general knowledge of the subsurface soil conditions by a limited number of borings, City of Waupun (CLIENT) will limit SES's professional liability to SES's negligent acts, errors, or omissions for conditions relating to the project foundation and its performance as related to recommendations given by SES.

CLIENT understands that SES's services under this proposal are limited to geotechnical engineering and that SES will have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CLIENT will be solely responsible for notifying all appropriate federal, state, municipal, or other governmental agencies, including the potentially effected public, of the existence of any hazardous materials located on or near the project site, or located during the performance of the work presented in this proposal. The discovery of hazardous materials will constitute a changed condition under this proposal.

Hazardous materials are defined in this proposal as any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, that are known or suspected to adversely effect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever.

SES offers different levels of geotechnical engineering services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive services yield more information and reduce the probability of error, at increased cost. CLIENT must determine the level of service adequate for its purposes. CLIENT warrants that it has reviewed the scope of work presented in this proposal and has determined that it does not need or want a greater level of service than that proposed. Subject to the limitations inherent in the agreed upon scope of work as to the degree of care, amount of time and expenses incurred, and subject to any other limitations contained in this proposal, SES will perform its services consistent with that level of care and skill ordinarily exercised by other professional engineers under similar circumstances at the time the services are performed. No warranty, expressed or implied, is included or intended by this proposal.

We have insurance coverage for professional liability, general liability, automobile liability, bodily injury, property damage, and completed operation, to protect the subject property and our workers during the performance of the field work. We require written authorization to proceed with the work for this project for our insurance coverage to be in effect. The professional liability of SES is limited to the policy limits per the attached Certificate of Insurance.

Please indicate your authorization for us to proceed on this project by returning to us a signed copy of this proposal.



Mr. Jeff Daane, City DPW
Monroe Street Water Quality Pond
January 22, 2020

Proposal 913.4708
Waupun, Wisconsin
Page 6

If you have any questions regarding this submittal or if you need additional information,
please contact us at (608) 274-7600.

Respectfully submitted,

SOILS & ENGINEERING SERVICES, INC.



Duane E. Reichel, P.E.

DER:JAJ:wsr

APPROVAL OF PROPOSAL

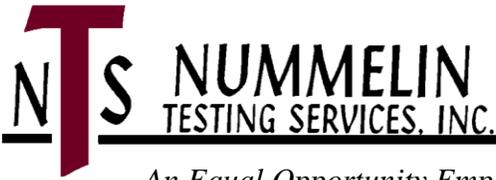
Signature: _____

Name: _____

Title: _____

Date: _____





An Equal Opportunity Employer

CENTRAL WISCONSIN AREA:
3217 Whiting Avenue
P.O. Box 127
Stevens Point, WI 54481
(715) 341-7974 • Fax (715) 341-8654

MADISON AREA:
5620 Woodland Drive
Waunakee, WI 53597
(608) 849-9120 • Fax (608) 849-9122

January 20, 2020

City of Waupun
201 E Main St
Waupun, WI 53963
Attention: Jeff Daane, City DPW

NTS Proposal No: SP2020-025

Care Of: Jason Laue, PE
jlaue@msa-ps.com

RE: PROPOSAL - Subsurface Soil Investigation
Monroe Street Pond Project
Waupun, WI

We are pleased to submit this proposal for the geotechnical subsurface soil investigation for the above-named project. NTS's current schedule will allow drilling of the borings and preparation of the report within 30 days of authorization, weather permitting. We propose to do the subject underground exploration and engineering report in accordance with the standard rates itemized below:

- 1. Standard soil borings: Perform five soil borings, each to a 15 feet, for a total of 75 feet of exploration. Sampling in each boring will be continuous with a 3-inch-diameter sampler for infiltration purposes by Wisconsin DNR Standards. Note that a boring can generally not be performed for both infiltration purposes and for strength estimation purposes, such as to determine soil bearing capacity. Standard Penetration Test (SPT) sampling, which is generally required to estimate soil strength and bearing capacity, will not be performed. Estimate five 15-foot infiltration borings @ \$225/boring. \$ 1125.00
- Mobilization of drill rig, crew, and related drilling equipment to site and return. Estimate 1 @ \$800/mobilization. \$ 800.00
- The bore holes will be backfilled in accordance with WisDNR requirements: Estimate 75 feet @ \$4/foot. \$ 300.00
- Additional borings will be performed at rates above. \$ 00.00
- Drilling of bedrock or hard material (>50 blows/ft) with augers is not included in the above drilling costs, and will be performed at \$ 00.00

**Proposal –Subsurface Soil Investigation
 Monroe Street Pond Project
 Waupun, WI**

NTS Proposal No. SP2020-025

an additional rate of \$10/foot. Estimate 0 feet @ \$10/foot.

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|-----|--|-----------|
| 2. | Buried utility locate: Estimate 1 Diggers Hotline contact @ \$75/contact. A private utility locate is not included but will Be required if private utilities are known to be buried at the site. NTS can assist with a private utility locate for an additional fee, if requested. | \$ 75.00 |
| 3. | Boring locations to be marked in the field by NTS. Estimate 1 marking of the five locations by NTS @ \$75/marketing. | \$ 75.00 |
| 4. | Ground elevations at boring locations to be determined by NTS. Estimate 1 survey of the five locations by NTS @ \$75/survey. A temporary benchmark will be established if necessary. | \$ 75.00 |
| 5. | Project coordination, administration, set-up, and planning. Estimate 2 hour at \$75/hrs. | \$ 150.00 |
| 6. | Access to Boring Locations: Estimate 0 hours @ \$175/hr. If snow removal is required an additional fee will be assessed. | \$ 00.00 |
| 7. | Laboratory Analyses: estimate 0 gradation(s) @ \$70/ea to determine soil parameters. | \$ 00.00 |
| 8. | All Terrain Vehicle (ATV): Estimate 1 day @ \$400/day. | \$ 400.00 |
| 9. | Traffic Control by NTS: Estimate 0 day(s) of signs/cones by NTS @ \$150/day, and 0 days with one flag person @ \$765/day. | \$ 00.00 |
| 10. | Concrete Slab Penetration (10” or less): Estimate 0 @ \$135/ea. | \$ 00.00 |
| 11. | Pavement patches: Estimate 0 asphalt @ \$35/patch and 0 concrete @ \$135/patch. | \$ 00.00 |
| 12. | Cold Weather Conditions: if the project must be drilled when the high air temperature at the site for the day is less than 30 degrees F, an additional charge will be assessed for procedures required to prevent drilling fluids from freezing. Estimate 1 days of cold weather conditions @ \$150/day. | \$ 150.00 |
| 13. | Per Diem (2 man crew): Estimate 0 day(s) @ \$250/day. | \$ 00.00 |

14. Infiltration Analysis and Storm Water Forms per DNR Standards: \$ 625.00
Estimate 5 borings @ \$125/boring.
15. Brief engineering report to include, but not be limited to, a summary of findings and observations noted on the boring logs, interpretation of available project information, and recommendations regarding storm water infiltration device design and construction. \$ 550.00
Estimate 1 report(s) @ \$550/report.

OTHER ITEMS OF CONCERN

16. This proposal assumes normal access to the boring locations with a rubber-tired CME 550 ATV rig. It is expected that snow will need to be removed to access all boring locations. No additional allowances are made for special site preparation to gain access with drill rigs. Nummelin Testing Services, Inc. will not be responsible for any tire ruts, tire marks, damage to any pavement surface or lawn, caused by the normal, prudent operation of a drill rig. One rig-day is assumed in the above estimate. Additional borings requiring a return to the site, may require an additional mob/demob charge.
17. It is assumed that landowners will be contacted by others before arrival of the drill crew. The drill crew will attempt to contact owner/occupants before entering property, if requested. Telephone numbers of land owners/occupants would be helpful.
18. Mud-rotary drilling may be substituted for the hollow stem auger method if deemed necessary by Nummelin Testing Services, Inc.
19. Borings will be performed to the specified depth or to auger refusal. An attempt will be made to contact client if subsurface conditions may warrant a change in specified boring depth(s). Item 1 above includes costs for the maximum depth of boring anticipated. If shallower borings are performed, because of auger refusal or other reason, Nummelin Testing Services, Inc. will use their discretion when determining the final billing amount. Nummelin Testing Services, Inc. will contact client if cost of boring is anticipated to exceed this estimate.
20. A Monday-Friday daylight only working schedule will be employed. In the event of adverse weather conditions, Nummelin Testing Services, Inc. will use their discretion in scheduling borings.
21. Payment for this work will be due within thirty days after the submission of our invoice, following completion of the work. A service charge of 1.5% per month (18.0% per year) will be charged on all remaining balances.
22. The submitted quote will be valid for thirty days after the date of the submission of

**Proposal –Subsurface Soil Investigation
Monroe Street Pond Project
Waupun, WI**

NTS Proposal No. SP2020-025

the proposal. Following the thirty days, we reserve the right to renegotiate the figures if the work has not been authorized within that time period.

The work as itemized above will be accomplished for a not-to-exceed total cost of **\$4,325.00**. NTS’s current schedule will allow drilling of the borings and preparation of the report within 30 days of authorization, weather permitting.

Unanticipated soil conditions are often encountered and cannot, at all times, be fully determined by a limited number of soil borings. Extra costs, due to unexpected conditions, are possible. Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied, is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this submittal. You may indicate your authorization for us to proceed with this work by signing one copy of this proposal and returning it to us.

Sincerely,



Benjamin K Nummelin, PE
NUMMELIN TESTING SERVICES, INC.

Authorized by:

Signature

Printed Name and Title

Date

SUBSURFACE INVESTIGATION REPORTS

A general overview of Subsurface Investigation Reports provided by Nummelin Testing Services, Inc. includes the following:

- i) Summary of Site Work: Standard Penetration Tests, Split Spoon Sampling, Water Table Measurements, Surface Conditions, General Area Topography
- ii) Records Review: Review Available Geological Maps Of Area, General Subsurface Conditions, Past Experiences In Area
- iii) Soil Profile: Review Boring Logs, Describe/Classify Soils
- iv) Site Preparation: Recommend Site Preparation, Grade Raising/Lowering, Soil Removal, Compaction Requirements
- v) Foundation: Recommend Foundation Types, Foundation Preparation
- vi) Pavement: Recommend Pavement Design, Sub-grade Preparation
- vii) Water Table: Drainage, Dewatering, Excavation Below Water Table, Fluctuations
- viii) Soil Parameters: Estimate/Determine Soil Parameters, CBR, Lateral Earth Pressures, Soil Support Values, Soil Bearing Capacity, Pavement Design Group Index, Frost Susceptibility

Please note that some soil parameters are based on past experience with similar soils, therefore field/laboratory testing may not be required for each project. Where it is found that laboratory/field testing is required for a specific project, a per item cost will be included in the proposal or with client's approval performed at our current fee schedule rate.

Subsurface Investigation Reports are site specific. Each report may contain some, all, or more items than found in the preceding list. Other work performed as requested.

Waupun Dam – Auxiliary Spillway Concept Design

Project Understanding and Approach

The Waupun Dam has experienced overtopping flows in recent years, causing water to rise over the earthen berm north of the spillway and flow through the park to the north of the dam. These flows cause damage to the park and so the City wishes to provide a more defined flow path for such overtopping flows. This is similar to the concept of an auxiliary (emergency) spillway on large dams.

While the Waupun Dam is not a “large dam” as defined by State Administrative Code and therefore does not have minimum capacity requirements, the Code can be used to establish an appropriate size/configuration of spillway. Assuming the dam would have the large-dam equivalent of a low-hazard rating (no development located in areas that would be flooded in case of a dam failure), the emergency spillway would have a minimum design requirement of carrying the 100-year flood.

Scope of Work

- a. Peak Flow Analysis. MSA will perform a statistical analysis of the stream gage records at the USGS gage located just downstream of the dam to establish appropriate flow rates by recurrence interval. This will provide a more up-to-date estimate of the actual 100-yr flow rate as opposed to FEMA-published rates
- b. Existing Spillway Capacity Analysis. MSA will perform calculations necessary to determine the existing spillway capacity. The difference in actual spillway capacity vs. estimated 100-yr flow rates will determine the necessary capacity required of an auxiliary spillway.
- c. Auxiliary Spillway Conceptual Hydraulic Design. MSA will perform hydraulic calculations necessary to evaluate the relations between crest elevation, spillway width, and frequency of occurrence of flows down the auxiliary spillway. MSA will discuss this relation with City staff and WDNR regulators to determine the desired design.
- d. Conceptual Design. MSA will prepare a conceptual design for the auxiliary spillway. It is anticipated that this design will consist of an armored earthen spillway and concept plans will be developed using available LiDAR data and will consist of a limited grading plan, spillway profile, and cross-section drawing.
- e. Cost Estimate. MSA will develop a list of construction elements and quantities from the conceptual design and develop an estimated preliminary cost estimate.
- f. Dam Grant Documentation. MSA will summarize the WDNR Municipal Dam Grant Program and provide commentary regarding the applicability of the program to this project and the potential for state cost share for the project.

Project Cost

MSA will complete the scope of work described above for a lump sum fee of **\$11,000**

Deliverables

One (1) electronic copy in PDF format of a technical memo documenting the peak flow analysis, relationship between the elevation and width of the auxiliary spillway, construction cost estimate and summary of WDNR grant program.

One (1) electronic copy in PDF format of conceptual design plans for the auxiliary spillway project.