



PROPOSAL

March 7, 2017

Mr. Ron Grall, Director
City of Waukesha Parks, Recreation and Forestry Department
1900 Aviation Drive
Waukesha WI, 53188

Dear Mr. Grall,

Thank you for contacting Stony Point Hydrology LLC (SPH) regarding the evaluation of improvements to Woodfield Park Dam. We are glad to provide you with this proposal, which describes the scope of services, fees and schedule for the project. The services described shall be performed according to the terms and conditions of the attached Services Agreement.

Introduction

Woodfield Park Dam is located approximately 600 feet north of the intersection of W. St. Paul Avenue and Harris Highland Drive in the City of Waukesha. The dam was constructed prior to 1950, before non-agricultural development occurred in its watershed, and is now owned by the City. The pond behind the dam is designated as an urban fishing water and it is stocked annually by the Wisconsin Department of Natural Resources with rainbow trout. Over time portions of the dam have fallen into disrepair and upgrades are needed to meet current State dam safety requirements. In 2015 Patrick Engineering provided an assessment of the improvements to the embankment, spillway and outlet structure that would be required to bring the facility up to current safety standards.

With this study, SPH shall provide additional information regarding both dam improvement and dam removal options in order to support the City's decision-making process as it determines a course of action with regard to the dam. One important consideration is that bringing the dam up to current standards and obtaining a State dam permit would not be sufficient to sustain the resource value to the City. Because of the sediment that has accrued within the dam's impoundment over time little deep water habitat remains and what is present is likely to decline in the future. Along with rehabilitating the dam, some degree of sediment removal would be necessary to rehabilitate and extend the life of the fishing resource. Alternatively, the impoundment provided by the dam could be removed and a free-flowing stream restored to the area, an option that would have the advantages of reducing the maintenance responsibilities and potential liabilities associated with dam ownership.

Proposed Scope of Services

We have developed the following scope of services in order to evaluate the two alternative approaches to addressing the safety issues at Woodfield Park Dam:

1. SPH shall review the Patrick Engineering study and its recommendations to bring the dam in conformance with State dam safety requirements. Building on this study, SPH shall develop an itemized list of the analysis and construction tasks required for dam safety improvements including:
 - a. Characterizing the makeup of the berm,
 - b. Increasing spillway capacity to at least the 100-year flow and allowing for safe conveyance of higher flows,
 - c. Provision of means to manage/draw down the impoundment,
 - d. Stabilizing the area immediately downstream of the existing outlet structure, and
 - e. Refit the upstream culvert to prevent management by stoplogs

In addition to the Patrick Engineering work we shall use comparable projects to develop planning-level estimates of the costs to execute these tasks, including design, permitting and construction activities.

2. SPH shall outline the process and requirements necessary to remove sediment from the existing impoundment in order to enhance fishing habitat. Using similar projects in the region SPH shall develop a planning level estimate of the costs to design, permit and conduct such sediment removal.
3. SPH shall evaluate the tasks necessary to enact dam removal by removing the existing outlet structure and a portion of the embankment, create a transition between the existing impoundment and the stream below, and conduct some sediment removal within the current pond to minimize release downstream. This would eliminate the impoundment and allow a free flowing stream to develop in this area. Using similar projects in the region SPH shall develop a planning level estimate of the costs to design, permit and construct such a project. It is assumed that only a portion of the dam embankment will have to be removed to accomplish this alternative, and that neither upstream nor downstream fish passage is a concern.
4. SPH shall develop a draft memorandum detailing the results of Tasks 1 through and provide it to City of Waukesha staff for review and comment. In addition to a narrative describing the analysis performed, this memorandum shall include:
 - a. A site map,
 - b. Figures displaying sketches of the individual alternatives on aerial photos,
 - c. Itemized estimates of probable cost for each alternative, and
 - d. A matrix comparing alternative costs and benefits.

SPH shall revise the draft memorandum based on City of Waukesha comments and issue the revised report as final.

Assumptions and Conditions

We have assumed the following regarding the scope of our services:

- The City shall provide any previous reports and/or design information it may have regarding the dam and the upstream impoundment.
- Two alternatives shall be considered – either repair the dam and dredge the impoundment or remove the dam.
- Estimated costs shall be provided at a planning- or budgeting-level and are subject to change as more information becomes evident through the planning and design process.

Contract, Fees and Schedule

Services by SPH on this project shall be conducted according to the terms and conditions described in the attached Services Agreement. The draft memorandum shall be completed for City of Waukesha review within three weeks of authorization to proceed, and the final shall be completed within one week of receipt of City comments. The fee for this work would be a lump sum of \$2,400 to be billed in up to two installments as work is completed. Additional work can be conducted as authorized at a rate of \$120/hour.

Receipt of a signed copy of the Services Agreement shall be authorization for SPH to proceed with the services described in this proposal.

Thank you for the opportunity to provide this proposal. Please contact me at 262-470-3485 if you have any questions.

Stony Point Hydrology LLC



Michael Schwar, PhD PE
Principal Engineer

Enclosure: Services Agreement (please return a signed copy)



Services Agreement

Stony Point Hydrology LLC (Consultant) shall perform services according to the terms and conditions of this Agreement with the City of Waukesha (Client). The Consultant shall perform the services described in the attached Proposal dated March 7, 2017 (Proposal), in consideration of the fee and payment terms stated in the Proposal. Additional services requested by the Client, but not described in the Proposal, shall be paid according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal. The following terms and conditions apply to the Agreement, unless specifically altered in the attached Proposal.

Terms and Conditions

1) **Access to Site:** Unless otherwise stated, the Consultant shall have access to the site for activities necessary for the performance of the services. The Consultant shall take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and shall not be responsible for such costs.

2) **Retainer, Billing, and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Prior to providing services, the Client shall deposit a retainer with the Consultant, if called for in the Proposal. The retainer shall be credited on the final invoice. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the unpaid balance from the date of invoice. For any invoice not paid within 75 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. In the event any portion of the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.

4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a

cause of action in favor of a third party against either the Consultant or the Client.

5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant shall exercise professional judgment, made on the basis of the information available to the Consultant, and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable consultants performing comparable services.

6) **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000, or the amount of the fee paid to Stony Point Hydrology LLC, whichever is greater. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7) **Use of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant.

8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be first submitted to non-binding mediation.

9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:

Consultant: _____ Date _____

Michael T. Schwar, PE, Principal Engineer

Stony Point Hydrology LLC

137 Wisconsin Avenue #309, Waukesha WI 53187

Client: _____ Date _____

Ron Grall

City of Waukesha Dept. of Parks, Recreation and Forestry

Waukesha WI 53188