



PROPOSAL

May 23, 2019

Mr. Bernard Lenz, PE
Utilities Manager, City of La Crosse
400 La Crosse Street
La Crosse WI 54601

Dear Mr. Lenz,

Thank you for contacting Stony Point Hydrology LLC (SPH) regarding on-call assistance to evaluate potential stormwater improvements in the City of La Crosse (City). We are glad to provide you with this proposal, which describes the general scope and fee structure for this on-call work. The services described will be performed according to attached Services Agreement.

Introduction

The City of La Crosse has developed several FLO-2D hydraulic models that represent both the surface flow components and the subsurface components of its stormwater drainage system. The City is interested in using the models to evaluate several potential upgrades to the stormwater system, but does not have the capability to conduct this evaluation in a timely manner. Since SPH staff has experience with the FLO-2D modeling system, and specific experience with the City's FLO-2D models, the City would like SPH to develop a proposal to provide as-needed assistance to evaluate potential drainage system improvements.

Proposed Scope of Services

The scope of work to be performed will be determined by individual task orders as executed by mutual agreement of both parties. In general the anticipated work is anticipated to include:

1. Updating the hydraulic models provided by the City to reflect existing drainage conditions and allow successful model execution within the most current version of FLO-D.
2. Run the existing/current conditions model using 10-year, 25-year and 100-year rainfall inputs and document the depth of flooding in the vicinity of proposed improvements.
3. Evaluate proposed improvements using modeled system performance. If desired, evaluate alternative designs to improve system performance.
4. Generate a draft letter report documenting the analysis and the recommended improvements. After addressing City comments, provide a final letter report.
5. Incorporate the recommended improvements into the subsurface drainage portion of the City's FLO-2D model and provide it to the City for its use.



Assumptions and Conditions

We assume that the FLO-2D models provided by the City can be used with minimal modifications to conduct the modeling requested and represent the baseline condition to which improvements should be compared. Additional model development can be performed, but it may be necessary or desirable to involve additional non-SPH staff in these development tasks and if necessary this agreement can be modified at that time to perform that work.

Contract, Fees and Schedule

Services by SPH on this project will be conducted according to the terms and conditions described in the attached Services Agreement, including the City of La Crosse's Modified Standard Terms and Conditions. Specific scopes and schedules will be developed and executed for each on-call task order individually. Work shall be billed on a time and materials basis based on the following rate table, and expenses shall be reimbursed at cost.

HOURLY BILLING RATES:

Principal Engineer (M. Schwar)	\$130
Intern Engineer (M. Laes or D. Weiland)	\$60
Markup on Project Related Costs	0%

This fee schedule is applicable to work conducted between the date of contract execution and May 23, 2020. After that time, the schedule may be renegotiated and adjusted by mutual agreement of the parties.

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

A handwritten signature in black ink that reads "Michael Schwar". The signature is fluid and cursive.

Michael Schwar, PhD PE
Principal Engineer

Enclosure: Services Agreement (please return a signed copy)
City of La Crosse's Modified Standard Terms and Conditions



Services Agreement

Stony Point Hydrology LLC (Consultant) will perform services according to the terms and conditions of this Agreement with the City of Lacrosse (Client). The Consultant shall perform the services described in the attached Proposal dated May 23, 2019 (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 the hourly rates as specified in the Proposal. The following terms and conditions and the City of La Crosse's Modified Standard Terms and Conditions (attached) apply to the Agreement.

Terms and Conditions

1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will 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 will not be responsible for such costs.

2) **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. 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 will 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) **Delays:** If performance of Consultant's obligations is delayed due to actions or inaction by the Client, Consultant will be entitled to an extension of time equal to the delay.

8) **Force Majeure:** Consultant shall not be responsible to Client for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

8) **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.

9) **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.

The above Agreement, Terms and Conditions, City of La Crosse Modified Standard 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 _____

Bernard Lenz, PE, Utilities Manager

City of La Crosse, 400 La Crosse Street

La Crosse WI 54601