

THIS AGREEMENT is made and entered into effective July 24, 2017 (the "Agreement Date") by and between:

**"CLIENT"**

Name: VILLAGE OF ELM GROVE  
Address: 13600 Juneau Boulevard, Elm Grove, WI 53122  
Phone: 262 782-6700 Fax:  
Representative: David De Angelis

**"STANTEC"**

Name: STANTEC CONSULTING SERVICES INC.  
Address: 12075 N. Corporate Parkway, Suite 200, Mequon, WI 53092  
Phone: 262 241-4466 Fax:  
Representative: Richard Klein

PROJECT NAME (the "PROJECT"):

Underwood Creek Daylighting

**DESCRIPTION OF WORK:** STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, with notice to and written consent of CLIENT and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

**COMPENSATION:** Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 45 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, facsimile or telex, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The CLIENT has provided to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT has made available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC may be entitled to rely upon the accuracy and completeness of information and data furnished by the CLIENT depending on the nature and type provided which may include information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC may not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When requested by STANTEC, the CLIENT may engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC 's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

**STANTEC's RESPONSIBILITIES:** STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the central United States where the SERVICES are performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product or the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC 's performance. STANTEC shall not warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

**TERMINATION:** If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days without cause, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. If any codes, by-laws or regulations change during the performance of the SERVICES, the parties shall negotiate in good faith an appropriate adjustment in the fees to be paid to STANTEC and the schedule for performance of the SERVICES. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**LIMITATION OF LIABILITY:** STANTEC shall be responsible for all liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, and including direct and consequential damages, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$2,500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall

notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are work for hire documents owned by CLIENT for the execution of the PROJECT. STANTEC retains a perpetual royalty free license to use these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. In the event STANTEC's documents are subsequently reused for any purpose not contemplated for the PROJECT, used on any different project, or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files").

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client may include STANTEC in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

**GOVERNING LAW:** This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties.

**ASSIGNMENT AND SUCCESSORS:** Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody

of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT

**ENTIRE AGREEMENT:** This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

**VILLAGE OF ELM GROVE****STANTEC CONSULTING SERVICES INC.**

Print Name and Title

Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name and Title

Print Name and Title

Signature \_\_\_\_\_

Signature \_\_\_\_\_



**PROFESSIONAL SERVICES  
AGREEMENT  
ATTACHMENT  
“A”**

Attached to and forming part of the AGREEMENT BETWEEN:

VILLAGE OF ELM GROVE  
(hereinafter called the “CLIENT”)

- and -

STANTEC CONSULTING SERVICES  
INC. (hereinafter called “STANTEC”)

EFFECTIVE: July 24, 2017

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

See Attachment A-1: Elm Grove Underwood Creek Daylighting Scope of Services .  
(hereinafter called the “SERVICES”)

CONTRACT TIME: Commencement Date: July 24, 2017  
Estimated Completion Date: January 31, 2018

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Time and materials not to exceed (T&M): \$175,000

Project specific charges, such as subconsultants; project-specific printing of deliverables; consumables; usage charges for specialized field equipment external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT, for approval, in a timely manner, documentation of the revisions to Attachment “A” adjusting the Contract Services Time and Price as required.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions.

ADDITIONAL  
ATTACHMENTS

:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Schedule

INSURANCE  
REQUIREMENT  
S:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

**General Liability:** Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$2,51,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

**Automobile Liability:** Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$2,51,000,000 each occurrence.

**Professional Liability:** Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$2,51,000,000 per claim and in the aggregate.

**Workers' Compensation:** As prescribed by applicable law.

**Certificates:** STANTEC shall provide unrestricted certificates of insurance evidencing coverage required above simultaneous with the commencement of this AGREEMENT. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

**Attachment A-1**  
Elm Grove Underwood Creek Daylighting  
Scope of Services  
July 24, 2017

A. Final Engineering and Design Project Plan

Stantec will prepare a Project Plan that clearly details when each of the final engineering and design activities will occur, the approximate amount of effort that will be required by Stantec and Village staff to complete each activity, and how such work will be coordinated with Village staff. The following coordination activities are included in this scope of services:

1. Daily contact, via telephone or email, of Project Manager with one or more members of Village staff regarding some aspect of the project every day during the contract period.
2. Up to six (6) meetings between Project Manager and Village Staff at Village Hall to discuss project status.
3. Project Manager will attend up to two (2) evening meetings with the Public Works/Utilities Committee charged to oversee the completion of final engineering and design.
4. Project Manager may be required to attend up to two (2) evening meetings of the Village Board as requested by Village Staff.
5. Project Manager will attend up to four (4) other meetings (not including PIM identified in Task H) with regulators and key stakeholders deemed mutually beneficial by the Project Manager and Village Staff.

The Project Plan will include proposed timeframes for communication/meetings with the Wisconsin Department of Natural Resources, the Milwaukee Metropolitan Sewerage District, and the US Army Corps of Engineers related to permitting and potential funding of construction, and proposed timeframes for meetings with key stakeholders and opportunities for resident education and input.

The project plan will include a plan for quality control, including Stantec's proposed internal quality control, as well as arranging quality control with the Village's Engineer.

A draft of the Project Plan will be due to the Village two weeks following execution of the contract. Village staff will provide Stantec with input regarding this draft, and a final version of the Project Plan must be satisfactory to Village Manager. The final version of the project plan will be completed within one month of execution of the contract, and will be amended every month thereafter if mutually agreed upon by the Village and Stantec.

B. Surveying

Stantec will survey and prepare a base-map with one-foot contour intervals. Existing topographic maps and air photos will be provided to Stantec. Stantec will complete all additional field surveying required to conclude final engineering and design of the recommended plan.

Stantec will provide the Village with all deliverables on an accurate base map with one-foot contour intervals.

**Attachment A-1**  
Elm Grove Underwood Creek Daylighting  
Scope of Services  
July 24, 2017

C. Soil Borings

Existing soil boring information will be used for the project. No new soil borings are included.

D. Environmental Review

Existing information will be used for the project. No new environmental review is included.

E. Engineering and Design

Complete final engineering and design for implementation of an open channel creek from Watertown Plank Road and the new connection to Underwood Creek south of Wall Street. The design concept is based on Exhibit 4 of the Stantec proposal dated May 26, 2017. Design will include the following components:

1. Review of new railroad corridor alternative for suitability and constructability.
2. Determination of exact alignment of creek.
3. Identify the profile for all segments of the new creek
4. Disposition of existing culvert and creek
5. Review and recommend possible backwater storage and habitat areas.
6. Do hydraulic analysis for final recommended alternative including review with regulatory agencies.

Engineering and design will proceed to a biddable level of completion focused on the core goal of daylighting the creek for bidding the final project at future date.

Two interim review submittals will be made to the Village at 40% and 90% completion stages prior to submittal of final documents intended for future bidding.

Landscape architectural design considerations will involve only identifying spatial requirements for future path connections and possible green space areas. These considerations will be used in designing the stream alignment. Landscaping vegetation design within the channel banks is included in the design. Landscape architectural features and amenities outside the channel banks will not be designed or included in the daylighting project construction documents. It is anticipated that the Village will contract and conduct this work in the future in coordination with the Village's downtown master planning implementation.

The existing culvert will be abandoned in place, and not used for conveyance or detention/infiltration of water.

Parking lot ingress/egress will be modified at the north end of the parking lot adjacent to Watertown Plank Road as necessary to accommodate the new stream channel alignment. It is anticipated that the Village will contract and conduct final parking lot redesign will occur in a future phase, not during this project, in coordination with the Village's downtown master planning implementation.

**Attachment A-1**  
Elm Grove Underwood Creek Daylighting  
Scope of Services  
July 24, 2017

It is assumed there will be no demolition of existing CPRR bridge.

An engineer's opinion of probable construction cost (EOPCC) will be provided at the 40% and 90% design completion stages.

Maintenance information and brief design narrative will be provided in technical memorandum format.

*F. Permitting and Funding*

Stantec will provide the Village with the information and materials for future Village submittal of a joint U.S. Army Corps of Engineers / Wisconsin Department of Natural Resources Section 404/401 wetland fill and Ch. 30 individual permit (IP) application for the daylighting project. A pre-application meeting will be completed with the regulators as required by the WDNR. A mitigation summary worksheet for the wetland individual permit will be completed and submitted prior to the pre-application meeting. This includes materials per the permit application checklist, site maps, narrative, site photos, and the erosion control plan.

This task does not include submitting the on-line application. This task does not include any WDNR permit application fees or wetland mitigation credit fees. This task does not include responding to regulator requests for additional information following Village submittal of application.

This task assumes an Environmental Assessment (EA) is not needed.

This task assumes SEWRPC will conduct any necessary wetland delineation.

This task assumes 10 hours total of grant application development assistance.

*G. Property Acquisition and Easements*

Stantec will identify, describe, and provide exhibits showing property acquisitions and temporary/permanent easements necessary for the project. Final negotiations for easements and acquisitions, as well as development of final easement and acquisition documentation preparation, will be conducted by others.

*H. Public Involvement*

Attendance at one public information meeting (PIM) is included. Village will develop boards/handouts/materials for PIM.

This task assumes 4 hours total to assist Village with text content development for website/newsletters.

**Attachment A-1**  
Elm Grove Underwood Creek Daylighting  
Scope of Services  
July 24, 2017

**I. Construction Plan**

Stantec will prepare an anticipated construction schedule, detailed to the month. Stantec will also include the following components in the construction drawings:

1. A detailed map and/or narrative description(s) illustrating the movement of construction equipment through the project site and Village of Elm Grove during all phases of the construction schedule developed above.
2. A detailed plan for the storage of construction equipment and materials within the Village during construction activities.
3. A detailed map and/or narrative description(s) indicating anticipated road closures and potential detour routes.
4. A detailed analysis of all utilities that will need to be temporarily or permanently relocated, with a detailed plan for completing this task. In all situations where utility easements will require change or abandonment, Stantec shall prepare certified survey maps illustrating such change.
5. A detailed erosion control plan for the entire project area that meets Village, Milwaukee Metropolitan Sewerage District, and Wisconsin Department of Natural Resources requirements.
6. A detailed plan for the temporary storage and possible disposal of excavated fill.

**J. Construction of Wall Street Crossing**

The Underwood Creek crossing at Wall Street will be designed as a hydraulic conveyance other than a free span bridge.

**K. Floodplain Mapping**

Using the same hydrologic and hydraulic model used for the last FEMA base map update, Stantec will re-map the 100-year floodplain in accordance with FEMA standards after the location and design of all components have been finalized. Stantec will provide to the Village modeling and documentation for WDNR review of floodplain analysis for NR 116 concurrence, as well as CLOMR documentation necessary for Village submittal to FEMA. This task does not include responding to regulator requests for additional information following Village submittal of application.

**L. Project Manual (bidding documents) Preparation**

Stantec will prepare a Project Manual in EJCDC format that includes all documents necessary for bidding the project for construction (plans, specifications, contracts, and bidding directions).

**Additional Assumptions**

1. Project duration assumed to be 28 weeks (July 24 2017 to Jan 31 2018).
2. All project deliverables will be provided electronically as PDF files only. Village will

**Attachment A-1**

Elm Grove Underwood Creek Daylighting

Scope of Services

July 24, 2017

produce and distribute hard copies as necessary.

3. Village staff will schedule/coordinate all meetings with stakeholders and participants.
4. The following services are not included in this scope of services.
  - a. Technical support if a Contested Case Hearing is requested for Wisconsin Department of Natural Resources permitting.
  - b. Managing the construction bidding process.
  - c. Administering construction.

**Attachment A-1**  
**Supplemental Information**

Elm Grove Underwood Creek Daylighting  
Scope of Services  
August 28, 2017

Questions formulated during the August 1<sup>st</sup>, 2017 Special Public Works Committee meeting

1. Can you verify the Village will receive a geotechnical report specific for this project that utilizes the existing data so that it can be provided to any project bidder?
  - *Stantec Response: An appendix to the project construction specifications available to all bidders will provide existing subsurface information from twelve borings in and near the project area.*
2. Does the proposal include creating an environmental report that compiles all the environmental information into one location?
  - *Stantec Response: The construction specifications will include a list of existing environmental information available from the Village that will be made available to bidders for reference.*
3. Please clarify the following statement found in Section E. Engineering and Design: “Engineering will proceed to a biddable level of completion focused on the core goal of daylighting the creek for bidding the final project at future date.”
  - *Stantec Response: This statement seeks to reflect the level of completion and timing of construction plans and specifications for creek daylighting described in the May 8, 2017 RFP Item E.12, “Prepare plans and specifications for approved plan to 90% for the purpose of bidding final project at future date”, and clarified in the May 17, 2017 Addendum 1 Item 6, “... all plans need to be construction ready and biddable at end of contract.”*
4. Please clarify the following statement found in section E. Engineering and Design: “The existing culvert will be abandoned in place, and not used for conveyance or detention/inflation of water.” Please address how existing utilities/parking lot storm drain connection will be relocated/accomadated with the culvert abandonment and will plans be produced for taking the existing culvert out of service by filling or other method?
  - *Stantec Response: Connections to the existing culvert will be identified, surveyed, and relocated to a new storm sewer anticipated to be parallel and to the east of the existing culvert. Plans will be produced for the abandonment in place of the existing culvert; the section under Sendiks likely with flowable fill, the remaining sections likely by partial removal of existing structure and filling.*
5. What specific components relating to the ingress and egress of the Park and Shop parking lot will the engineering design include?
  - *Stantec Response: Depending on the final configuration of the channel bend downstream of the Watertown Plank Road Bridge, the design will include pavement striping delimiting ingress and egress lanes from the existing Watertown Plank Road access west of the channel to the existing parking lot drive lanes. As stated in the scope, it is anticipated that the Village will contract and conduct final parking lot redesign in a future phase, not during this project, in coordination with the Village’s downtown master planning implementation.*
6. Regarding section L. Project Manual (bidding documents) Preparation: Is the EJCDC format suggested the 2013 series construction documents?
  - *Stantec Response: Yes.*

# 2017 STANTEC RATE SCHEDULE

<u>Classification</u>	<u>2017</u>
Senior Principal	\$ 177.00 - \$ 273.00
Principal	\$ 153.00 - \$ 207.00
Specialist*	\$ 153.00 - \$ 273.00
Project Manager	\$ 125.00 - \$ 177.00
Senior Engineer  Scientist   Architect  Landscape Architect   Planner	\$ 133.00 - \$ 177.00
Architect   Landscape Architect	\$ 108.00 - \$ 153.00
Land Surveyor	\$ 101.00 - \$ 133.00
Engineer   Planner   Scientist	\$ 88.00 - \$ 147.00
Designer   GIS   Landscape Designer  Graphics   Senior Technician	\$ 95.00 - \$ 140.00
Engineering Technician	\$ 95.00 - \$ 140.00
Project Technician	\$ 73.00 - \$ 101.00
Field Supervisor	\$ 108.00 - \$ 177.00
Crew Chief	\$ 88.00 - \$ 147.00
Inspector	\$ 73.00 - \$ 133.00
Survey Technician	\$ 73.00 - \$ 88.00
GPS Survey Equipment	\$ 38.00
Total Station Equipment	\$ 28.00
GIS Workstation Equipment	\$ 22.00

GPS Sub meter Unit (per use)	\$	80.00
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Air Detection Equipment (per half day)	\$	25.00
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\* Specialist: Experts in highly technical disciplines including Principal Planners, Market Analyst and Certified Industrial Hygienist

These rates are adjusted annually in accordance with the normal review procedures of Stantec.