

October 29, 2021

Mr. David Pfeiffer
Town Chair
Town of Pleasant Springs, WI
david.pfeiffer.townps@gmail.com

Re: Proposal for review of the Stoughton Dam modifications

VIA: EMAIL

Dear Mr. Pfeiffer,

Thanks for contacting Emmons & Olivier Resources, Inc. about reviewing the proposed modifications of the City of Stoughton's dam on the Yahara River and impacts to the Town of Pleasant Springs. This proposal describes our scope of services, fees, and schedule for the project.

Understanding of the Issue

We understand that the City of Stoughton is proposing to remove the dam on the Yahara River near 4th Street in downtown Stoughton to build a whitewater park. The Town of Pleasant Springs is concerned that proposed changes to the river level upstream of the dam site will have impacts on aquatic habitat and recreational use of the river. The Town desires an independent review of the project and impacts. EOR has reviewed the online presentation of the July 12, 2021 design by Recreational Engineering and Planning. We have not found information on the project on the City of Stoughton's website.

Project Team

Our primary team for this evaluation includes the individuals listed below. Additional support may be provided by other EOR staff as needed:

- **Steve Gaffield, PE, PhD, CFM** – 26 years of experience with surface water and groundwater hydrology and hydraulics, including numerous flooding evaluations, dam evaluations and expert witness testimony.
- **Nick Hayden, PE** – 17 years of experience with surface water and groundwater analysis and modeling. Including river restoration design.
- **Rob Montgomery, PE, D.WRE** – 40+ years of experience in water resources engineering with extensive expert witness testimony and flooding evaluation studies.
- **Joe Pallardy, MS** – 12 years of experience in water and natural resources management, including hydrologic modeling and aquatic plant and wetland field analyses.

Confidentiality

We will treat project correspondence as confidential and will run communications through you unless you authorize us to communicate with other parties.

Scope of Services

Major activities by EOR in this evaluation will include the following:

1. Coordinate with the Town to contact the City of Stoughton and their consultants to obtain available information on the proposed design, including drawings and hydraulic calculations.
2. Review available data and develop questions for the City about the design. This could include the rationale for the proposed head drop, and evaluation of upstream impacts of changing water levels.
3. Talking with Dane County to understand plans for future dredging.
4. If applicable, conduct hydraulic modeling using the DNR model or the City's model to evaluate the impact on the river of different alternatives and conditions.
5. Document our findings in a technical memorandum.
6. Meet with you to discuss our findings and recommended next steps.
7. If requested, attend one meeting with the City and/or their consultants to review design questions, options and impact evaluation.

Optional activities include:

8. Collect spot measurements of water depth and observations of vegetation by canoe in the pools upstream and downstream of CTH B, to help quantify changes in the river area for different flows for the proposed design. This data would provide information on the risk of different areas being dewatered by the proposed design.
9. Evaluate potential changes in aquatic vegetation based on predicted changes in water depth, based on the field data collected under item 8 and the proposed design.

Contract, Fees and Schedule

Our estimated fee for tasks 1 – 7 above is **\$7,000**. The additional fee for optional tasks 8 and 9 is **\$4,000**, for a total fee of **\$11,000**. Fees billed will be based on the level of effort required, according to the rates and procedure described on the attached rate sheet. We understand that the scope of this review is somewhat uncertain due to the lack of currently available information. We will coordinate our activities with you and, if requested, can provide services in addition to those described above for an additional fee on a time and materials basis.

Services by EOR on this project will be conducted according to the terms and conditions described in the attached Services Agreement. Receipt of a signed copy of the Services Agreement will be authorization for EOR to proceed with the services described in this proposal.

We anticipate that these services can be completed within approximately 90 days of authorization to proceed, depending on the availability of data from the City and other parties. Note that we will need a decision on the canoe survey as soon as possible to be able to schedule that this fall before conditions become impassible or hazardous.

Thanks very much for the opportunity to provide this proposal. Please contact me at 608-839-6206 with any questions.

Emmons & Olivier Resources, Inc.



Stephen J. Gaffield, PhD, PE, CFM
Water Resources Engineer

Enclosure: 2022 Fee Schedule
 Services Agreement (Please return a signed copy)

EOR 2022 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$118.00
Professional 2	\$146.00
Professional 3	\$176.00
Professional 4	\$198.00
Technician 1	\$85.00
Technician 2	\$102.00
Technician 3	\$124.00
Principal Partner	\$248.00
Support Staff	\$79.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(*) Rates reviewed and adjusted on an annual basis.

Services Agreement

Emmons Olivier Resources, Inc. (Consultant) will perform services according to the terms and conditions of this Agreement with **The Town of Pleasant Springs, Wisconsin (Client)**. The Consultant shall perform the services described in the attached Proposal dated October 29, 2021 (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 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 the activities necessary or desirable** 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 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. Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. For any invoice not paid within 60 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 litigation is required to collect unpaid balances, Client shall pay all costs of collection, including reasonable attorney fees. By signing this Agreement, Client acknowledges that liens may be placed upon the Client's property for unpaid balances.
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, 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 gross 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 render services and opinions according to the normal standards of practice of professional engineering.
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 MARS, 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. Client has not negotiated a different agreement that does not include the waivers and damage limitations listed above, the cost of which would be higher.
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. **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: Authorization for tasks 1 - 7, approval for optional tasks 8 & 9 is pending.

Consultant:  Date 10-29-2021
Stephen J. Gaffield, Water Resources Engineer

Client:  Date 11/22/2021
David Pfeiffer, Town Chair

Emmons Olivier Resources, Inc.(MARS-EOR)
 119 South Main Street, Cottage Grove, WI 53527

Town of Pleasant Springs
2354 County Hwy N, Stoughton WI 53589