



May 3, 2006

Mr. Kris Mayberry  
Sawyer County Clerk  
P.O. Box 836  
Hayward, WI 54843

Re: Proposal for Professional Services

VIA: EMAIL

Dear Kris,

This letter describes our proposed scope of work, fees, and schedule for an assessment of options for future management of the Round Lake drainage system in Sawyer County, WI.

#### INTRODUCTION

We understand that Sawyer County is engaged in a process with the Round Lake Watershed Management Group, which includes the Wisconsin Department of Natural Resources and other stakeholders, to develop a plan for long-term management of the level of Round Lake, Little Round Lake, and Osprey Lake. Management of this lake system must address stakeholder concerns over water levels in the lakes, downstream flows, and the scale of modifications required. We understand that Sawyer County hopes to find a solution that causes minimal disturbance to the watershed.

The work described in this proposal will provide information on future management options for the County to present to the Round Lake Watershed Management Group for discussion and consideration.

#### PROPOSED SCOPE OF WORK

Montgomery Associates: Resource Solutions, LLC (MARS) will perform this scope of work at the direction of Sawyer County, with details to be agreed upon with the County as the project progresses.

As we have discussed, the Round Lake system is quite "flat", meaning that the elevation drop between the Little Round Lake outlet structure and the CTH NN culverts is small. As you know, there is some uncertainty in the relative elevations of the control structures in these locations (approximately 0.23 ft). Given the low overall elevation drop, this uncertainty will have a substantial impact on our analysis of potential management options. Therefore, we recommend that the project include an accurate survey of the Little Round Lake dam and the CTH NN culverts to better determine management options and their impact on lake levels.

"PROPOSAL ONLY"  
There may be other proposals requested. This is a starting point only.



We propose to conduct the following tasks.

*Hydraulic analysis of management alternatives. Estimated fee \$5,500.*

- Modify the existing hydraulic model of the Round Lake system to simulate water levels and flows during the 100-yr flood for the following alternatives:
  - Maintain the system in its current condition.
  - Fill in the Lake Placid diversion channel, making the Little Round Lake outlet structure completely passive, and possibly modify the CTH NN culverts.
  - Make the minimum modifications necessary to reduce 100-yr flood level to an acceptable elevation to be determined by the County, considering modifications of the Little Round Lake dam, the channel between Little Round Lake and Osprey Lake, and the CTH NN culverts.
- Provide a survey, subcontracted to Northern Wisconsin Based Engineers, of the Little Round Lake dam and the CTH NN culverts.
- Summarize these analyses in a brief letter including a decision matrix to assist comparing options.

*Cost analysis. Estimated fee \$2,000.*

- Work with Sawyer County staff to estimate construction costs as well as operation and maintenance costs associated with each option. We anticipate coordinating this assessment with County Conservationist Dale Olsen, who can obtain detailed cost estimates from local professionals.

*Decision support. Estimated fee \$3,000.*

- Meet in Sawyer County and/or by phone to discuss alternatives and costs.
- Perform refinements of our alternatives analysis to support selection of a management alternative.

## **ASSUMPTIONS AND CONDITIONS**

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

- Carthel Engineering model files from regional flood study will be available for use.
- Surveying work will be conducted by County staff or other subcontractor.

## **CONTRACT, FEES AND SCHEDULE**

Work by MARS on this project will be conducted according to the terms and conditions described in the attached Services Agreement. The work will be performed for an estimated fee of \$7,000 - \$10,000. Actual fees billed will be based on the level of effort required, according to the rates and procedure described on the attached rate sheet.



We estimate that this work can be completed within 60 days of authorization to proceed.

Receipt of a signed copy of the attached Services Agreement will be authorization for MARS to proceed with the work described in this proposal.

Thanks very much for the opportunity to provide this proposal. Please contact Steve Gaffield or me at 608-223-9585 with any questions.

Montgomery Associates: *Resource Solutions, LLC*

Robert J Montgomery, PE

Principal

Attch: NWBE proposal for survey work

Cc: Heather Harrington, NWBE

Jan Eck, Sawyer County Land and Water Conservation Dept.

## 2006 FEE SCHEDULE

### MONTGOMERY ASSOCIATES: RESOURCE SOLUTIONS, LLC

#### Professional Services

Principal:	\$110/ hour
Consulting engineer or Scientist	\$85/ hour
Project Engineer:	\$75 / hour
Staff Engineer:	\$65 / hour
Technician:	\$55/ hour
Support staff	\$40 / hour

#### Reimbursable Expenses

Vehicle use:	\$0.445 / mile
All other reimbursable expenses:	Cost + 10%

#### Invoicing

Monthly invoicing, with detail provided on professional services fees

Documentation provided for subcontracted services fees; subconsultant services billed at cost plus 10%

Documentation for reimbursable expenses provided if charges exceed \$500.

Scope, payment and contract terms as defined in the proposal and Professional Services Agreement

#### Address for all correspondence:

Montgomery Associates: Resource Solutions, LLC  
2820 Walton Commons West, Suite 135  
Madison, WI 53718

Telephone: 608-223-9585; Fax: 608-223-9586

## Services Agreement

Montgomery Associates: Resource Solutions, LLC (Consultant) will perform services according to the terms and conditions of this Agreement with Sawyer County, Wisconsin (Client). The Consultant shall perform the services described in the attached Proposal dated May 3, 2006 (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 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) **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 will render services and opinions according to the standards of practice of consulting 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.
- 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 work and fees are agreed upon:

Consultant:  Date May 3, 2006 Client: \_\_\_\_\_ Date \_\_\_\_\_

Robert J Montgomery, PE, Principal

Montgomery Associates: Resource Solutions, LLC

2820 Walton Commons West, Suite 135, Madison, WI 53718



**N.W.B.E.**

**NORTHERN WISCONSIN • BASED ENGINEERS, INC.**

May 3, 2006

Montgomery Associates  
2820 Walton Commons West  
Suite 135  
Madison, WI 53718  
ATTN: Steve Gaffield

RE: Proposal for providing elevation surveys at CTH NN and Carlson Road structures in Sawyer County

Dear Steve:

In conjunction with your proposal to provide professional services regarding an assessment of options for future management of the Round Lake drainage system in Sawyer County, we are proposing to assist you by completing survey work at two subject sites. Scope of work of the survey will include the following.

1. Photograph and assess condition of benchmarks 1127 C at Carlson Road dam and 1127 E at Carlson Road culverts.
2. Establish invert elevations of two 48-inch diameter culvert pipes at the CTH NN crossing of Osprey Creek.
3. Establish sill elevation of dam at Little Round Lake outlet at Carlson Road.
4. Summarize results of survey in memo form, providing site sketches.

We plan to use the benchmark 1127 C elevation of 1353.09' (NAVD 88) established by North 40 Land Surveying for David Rieder, RLS. For benchmark 1127 E, we will use a computed elevation of 1150.43' (NAVD 88) based on our 7/3/02 level loop between the two benchmarks.

NWBE will provide the stated services for the amount of \$435.60.

Sincerely,

  
Heather Harrington, P.E.  
President