

Management Practice (BMP) alternatives that were developed under the Nonpoint Source Control Plan for the East River Priority Watershed Project.

Field measurements will be conducted at various locations in the Town as necessary to verify major culvert sizes, open channels and overland flow paths.

**Task 2 – Planning Area Mapping**

Maps of the planning area will be developed including storm water conveyance, drainage boundaries, existing and future land use, soils and other storm water parameters.

**Task 3 – Identify Problem Areas**

Identify existing and future problems for storm water conveyance and treatment. Identify steps needed to comply with the WDNR storm water discharge permit.

**Task 4 – Public Outreach**

Implement a pollution prevention and education program targeted for property owners and other residents. Develop a public outreach, information and education plan utilizing WDNR guidance as a source of existing information.

**Task 5 – Spill Prevention**

Develop a spill prevention and cleanup program in accordance with WDNR guidelines.

**Task 6 – Illicit Discharge and Detection**

Develop an illicit discharge and detection program in accordance with WDNR guidelines. Establish a procedure for surveying the Town to locate and eliminate illicit discharges.

**Task 7 – Erosion Control Ordinance**

Create an Erosion Control Ordinance to comply with current WDNR standards for construction site erosion control. Provide a template to implement a tracking system of storm water permitting activity (construction and post-construction) in the Town.

**Task 8 – BMP's**

Identify areas for future study to comply with the WDNR storm water permit, including storm water quantity control and quality improvements. Mead & Hunt will provide recommendations on BMP's to attain a goal of 80 percent reduction in total suspended solids (TSS) and corresponding reductions in other pollutants.

Mead & Hunt will identify with Town staff, areas of proposed future development such as industrial parks and large subdivisions as identified in the Town's Smart Growth Plan. Mead & Hunt will recommend BMP's for the new developments on a regional basis as much as practical.

**Task 9 – Recommended improvements**

Identify improvements to comply with the WDNR storm water permit including both structural improvements, such as wet ponds, grassed swales, infiltration basins; and non-structural improvements such as a nutrient management ordinance, household waste disposal and rain gardens. Prepare a prioritized list of improvements.

**Task 10 – Municipal Pollution Prevention Program**

Prepare a template for the Municipal Pollution Prevention Program including use of de-icers, leaf collection, nutrient management and long term inspection and maintenance of storm water management facilities.

**Task 11 – Cost Estimates**

Prepare general cost estimates for recommended improvements.

**Task 12 – Prioritization of Improvements**

The improvements recommended will be prioritized for 5 and 20 years out.

**Task 13 – Implementation Strategy**

Develop an overall implementation strategy that will identify priorities, responsible parties, costs and scheduling.

**Task 14 – Complete and submit the Annual Report**

Complete and submit the WDNR annual report for 2007-08 as required by the permit.

**Town of Scott Responsibilities**

Our Scope of Services and Compensation are based on the Town of Scott performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy and define solutions.
- Available information pertaining to the Town's storm drainage system including copies of reports, mapping data, computer models and/or supporting information pertinent to the development of runoff hydrographs, SLAMM models and development of Best Management Practice (BMP) alternatives.

**Compensation**

The work described under the Scope of Services will be performed on a time-and-material basis. Expenses will be billed at cost per the Mead & Hunt *Municipal Rate Schedule*. The estimated design engineering cost is \$25,439.00.

The scope of services and estimated engineering costs are based on the Town's approved storm water grant.

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We anticipate completing a preliminary draft of the storm water management plan within four months (4) of receiving authorization to proceed from the Town.

### Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of the Town of Scott and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services will be performed in accordance with Mead & Hunt's *General Terms and Conditions for Engineering, Architectural, or Consulting Services*, a copy of which is attached and hereby made part of this Agreement.

We appreciate the opportunity to submit this Professional Services Agreement to the Town of Scott.

Respectfully submitted,

MEAD & HUNT, Inc.



Scott Brosteau, P.E.  
Project Manager

Accepted by: TOWN OF SCOTT

By: Mike Van Lanen

The above person is authorized to sign for Owner and bind the Owner to the terms hereof

Title: Scott Chairman

Date: 9/11/07

Attest: Scott Brosteau

Approved by: MEAD & HUNT, INC.

By: Dean A. Freeberg

Dean A. Freeberg, P.E.

Title: Vice President

Date: 8/22/07

Attest: THaupt

**Mead & Hunt, Inc.**  
**General Terms and Conditions For Engineering, Architectural, or Consulting Services**

1. Mead & Hunt, Inc., will begin services upon written authorization to proceed. Receipt of a signed contract (the "Contract") will be considered written authorization, which shall be incorporated herein by reference. If the terms or conditions of this agreement conflict with those in the Contract or any other agreement, this agreement shall control. For projects requiring phased services a written authorization of approval of the prior phase and notice to proceed on the subsequent phase must be received prior to commencement of services. Phases, when applicable, shall be divided into study and report phase, preliminary design phase, final design phase, bidding or negotiating phase, and construction phase, as set forth in the Contract.
2. Mead & Hunt, Inc., will bill the Owner monthly, according to the payment method set forth in the Contract, with net payment due in thirty (30) days. The quoted fee will control until it is amended. Past due balances shall be subject to an interest charge at a rate of 1-1/2% per month. In addition, Mead & Hunt, Inc., may, after giving seven (7) days' written notice, suspend service under any agreement until the Owner has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices.
3. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, may be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. Mead & Hunt, Inc., will inform the Owner in writing of such situations so that changes in this agreement may be made as required. In addition, if the Owner requests significant modifications or changes in the scope of the project, the time of performance of Mead & Hunt, Inc.'s services and the fees shall be adjusted before Mead & Hunt, Inc., undertakes the additional work.
4. The Owner shall be liable for and shall indemnify and hold Mead & Hunt, Inc., harmless for all costs and damages incurred by Mead & Hunt, Inc., for delays caused in whole or in part by the Owner's interference with Mead & Hunt, Inc.'s ability to provide services, including, but not limited to, the Owner's failure to provide specified facilities or information or if Mead & Hunt, Inc.'s services are extended by Owner's actions or inactions for more than sixty (60) days. If delays are caused by unpredictable occurrences outside Owner's control, including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, then the costs for services and schedule commitments shall be equitably adjusted before Mead & Hunt, Inc., resumes its services.
5. Mead & Hunt, Inc. will maintain insurance coverage for: worker's compensation, general liability, automobile liability, aviation liability, and professional liability. Mead & Hunt, Inc., will provide information as to specific limits upon written request. If the Owner requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Owner.
6. The liability of Mead & Hunt, Inc., to the owner for any indemnity commitments or for any damages arising in any way out of performance of this agreement is limited to a period of twelve (12) months from the date of the last bill from Mead & Hunt, Inc., to the Owner, whether paid or not paid by the Owner; such liability is limited to the amount of the fees paid by the Owner to Mead & Hunt, Inc., for performance under this agreement. Mead & Hunt, Inc., shall not be liable for any loss due to terrorism.
7. Mead & Hunt, Inc., and the Owner agree that the ultimate liability for mold or mildew regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Owner; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Owner. Mead & Hunt, Inc., and the Owner acknowledge that Mead & Hunt, Inc.'s professional liability and general liability policies do not apply to claims arising out of the foregoing. Therefore, the Owner agrees not to bring a claim against Mead & Hunt, Inc., relating to the uninsured liability referenced above. Furthermore, the Owner agrees to indemnify and hold harmless Mead & Hunt, Inc., for all claims against Mead & Hunt, Inc., arising out of or related in any way to the above stated liability and/or responsibility of the Owner, whether or not such claims arise out of and/or have been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.; and in the event Mead & Hunt, Inc., shall be made a party to any suit or litigation on account of an injury or damage to person, life, or property arising out of or related in any way to the above stated liability and/or responsibility of the Owner, the Owner shall, at Owner's sole expense, defend such action on behalf of Mead & Hunt, Inc., including claims and causes of action at common law, arising under any statute, or arising out of any governmental demand or request; and if judgment shall be obtained or claim allowed in any proceedings against Mead & Hunt, Inc., the Owner shall pay and satisfy such judgment or claim in full.
8. The Owner agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
9. Termination of this agreement by the Owner or Mead & Hunt, Inc., shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination. Mead & Hunt, Inc., will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2. If the Owner breaches the Contract or any other agreements entered into between Mead & Hunt, Inc., and the Owner or if the Owner fails to carry out any of the duties contained in these terms and conditions, Mead & Hunt, Inc., may, upon seven (7) days' written notice, suspend services without further obligation or liability to the Owner unless, within such seven (7) day period, the Owner remedies such breach to the reasonable satisfaction of Mead & Hunt, Inc.
10. Reuse by Owner of any documents and/or services pertaining to this project or extensions of this project or on any other project shall be at the Owner's sole risk. The Owner agrees to defend, indemnify, and hold harmless Mead & Hunt, Inc., from all claims, damages, liabilities, losses, and expenses including attorneys' fees and costs, arising out of such re-use of the documents and/or services by the Owner or by others acting with the consent of the Owner whether or not such claim arises out of and/or have been caused in whole or in part by the negligence on the part of Mead & Hunt, Inc.
11. Mead & Hunt, Inc., will provide services in accordance with ordinary generally accepted professional practices. Mead & Hunt, Inc., disclaims all warranties and guarantees, express or implied. The parties agree that this is a contract for services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc., will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
12. Mead & Hunt, Inc. intends to serve as the Owner's professional representative for those services as defined in this agreement and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by Mead & Hunt, Inc. for the Owner are rendered on the basis of experience and qualifications and represents the professional judgment of Mead & Hunt, Inc. However, Mead & Hunt, Inc., cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the opinion of probable cost prepared by it. Owner agrees to hold Mead & Hunt, Inc., harmless for any claim arising out of or related in any way to project or construction costs even if such claims arise out of and/or have been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
13. If the Owner is a municipality or state authority or any government authority/agency, the Owner agrees to indemnify and hold harmless Mead & Hunt, Inc., for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc., in the exercise of legislative or quasi-legislative functions. In the event Mead & Hunt, Inc., shall be made a party to any suit or litigation on account of an injury or damage to person, life, or property as a result of such acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions, the Owner shall, at Owner's sole expense, defend such actions on behalf of Mead & Hunt, Inc. including claims and causes of action at common law, arising under any statute, or arising out of any governmental demand or request; and if judgment shall be obtained or claim allowed in any proceedings against Mead & Hunt, Inc., the Owner shall pay and satisfy such judgment or claim in full.
14. This agreement shall not be construed as imposing upon or providing Mead & Hunt, Inc., the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
15. Mead & Hunt, Inc., is not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages.
16. This agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.
17. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing duly executed by the waiving party.
18. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. This Agreement does not create any benefits for any third party.