



Stantec Consulting Services Inc.
209 Commerce Parkway, PO Box 128
Cottage Grove WI 53527-8955

August 23, 2024

Rob Nelson, Director of Public Works

City of Mauston
1260 North Road
Mauston, WI 53948

Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

Dear Rob,

To assist the City in the expansion of water and sewer infrastructure, to provide for upcoming and future anticipated development along HWY 82, east of the current City boundary, Stantec has produced the following proposal for the City of Mauston's review. This proposal includes:

- Topographic Survey Mapping
- Geotechnical Borings
- Water & Sewer System Evaluations and Recommendations
- Design & Construction drawings
- Permitting and Regulatory Approvals
- Cost estimates
- Specifications and bid documents
- Bidding administration
- Project management

Several preliminary mapping documents that were utilized to prepare this proposal are attached for reference.



Scope of Work

The Scope of Work for services to be completed under this project is detailed in the task descriptions that follow.

Task 1 – Topographic Survey Mapping

- Survey full width of right away, plus 10 feet beyond where conditions warrant and allow.
- Sections will be shot at 50-foot station intervals along the proposed Utility Extension (both water/sewer).
- Collect sufficient elevation data to generate surface contours at a 1' contour interval across the project area.

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

- In addition, grade breaks, existing improvements, existing utilities, edge of vegetation lines, trees exceeding six inches diameter, landscape limits, and property corner information will be gathered.
- Determine rim elevations, invert elevations and pipe sizes of all storm and sanitary structures within the road right of way.
- Photo documentation will be gathered along the way for assistance in restoration and liability purposes.
- Benchmarks will be set approximately every 500 feet along the proposed utility extension.
- Diggers Hotline will be utilized for markings and plans, and the information gathered will be presented in the final survey mapping product.
- WisDOT ROW and safety permitting, and associated traffic control will be necessary to perform this work. This will require a truck with lights and signs at both ends of the work area, while survey work within the ROW is being performed. This equipment and labor are included in our scope. If the City is able to provide necessary equipment and/or staff to assist with this, then our associated T/M fee may be reduced.

Task 2 – Geotechnical Borings

Stantec will contract with a subconsultant to perform (6) geotechnical borings within the northern portion of HWY 82 ROW, to provide guidance to design team as well as eventual trenchless contractor, for the installation of water utility, and potentially sanitary utility, via trenchless construction methods. The subconsultants scope of work includes the following:

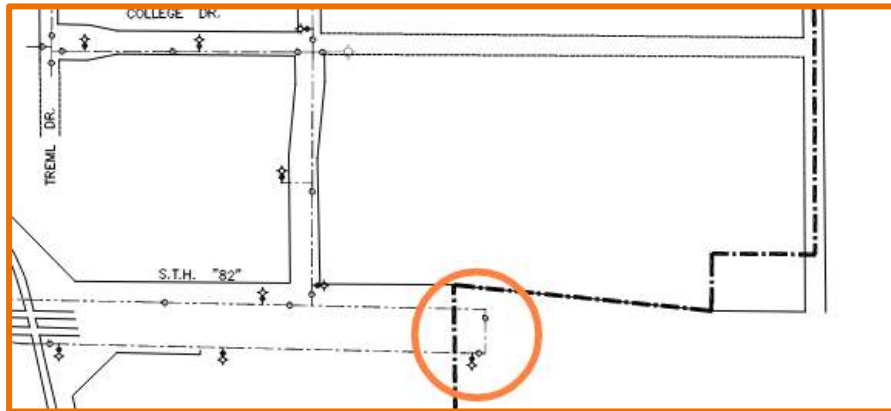
- Digger's Hotline clearance.
- Six (6) Standard Penetration Test (SPT) borings planned (each to a depth of 20 ft), for a total of up to 120 ft of estimated drilling. The borings will be drilled to the planned depth or auger refusal, whichever occurs first. Boring locations will be per the attached markup locations. It is understood that the borings will require permitting and coordination with the Wisconsin Department of Transportation (WisDOT), and possibly Juneau County, which is included in the subcontracted drillers cost estimate.
- Borehole abandonment per DNR requirements
- Limited laboratory testing (moisture content and grain-size testing) for classification and analysis purposes.
- Preparation of a letter report providing an overview of the subsoil and groundwater conditions encountered with typed boring logs for submittal to the Engineer and the HDD or Jack/Bore specialty contractor to determine the appropriate methods for horizontal installation of the water main.



Task 3 – Water System Evaluation and Recommendations

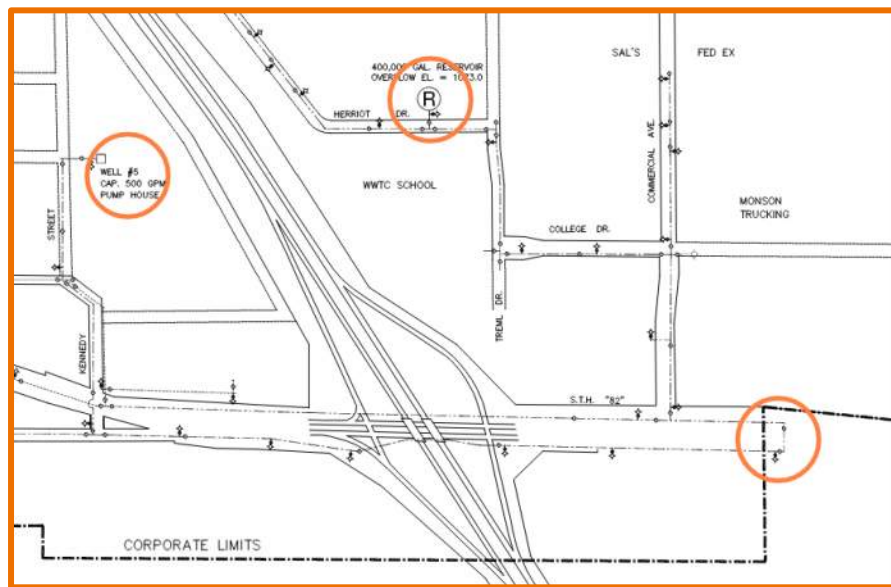
The water to this utility extension area will be fed from an existing distribution main on Hwy 82, currently looped at the intersection with Commercial Avenue.

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**



It is our understanding that the City does not have a current water model or comprehensive water plan for its system.

We will utilize the existing water data available to us as well as information from the proposed Tractor Supply Co. development to evaluate the current and additional water demand capacity available for this location. Additionally, we will evaluate the ability of the current water distribution system to provide adequate flow and pressure for future extra-territorial growth areas east of this development, as well as estimated fire flow availability. This will require an evaluation of current water usage as well as well pumping rates and historical reservoir levels.



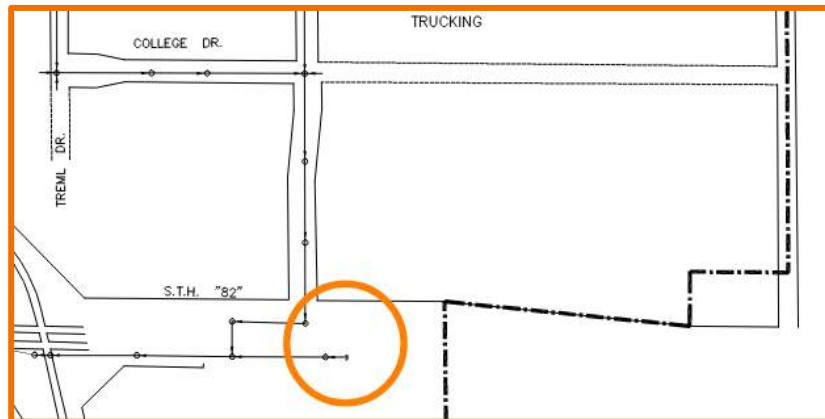
The anticipated future demands will be evaluated utilizing anticipated zoning from the City's comprehensive plan, as well as from input from City staff.

To estimate available fire flow and pressures, we will perform hydrant flow testing near the proposed connection point. We will coordinate the testing with the City and use the results to calculate expected delivery pressures and flows at the Tractor Supply Co. development.

Task 4 – Sewer System Evaluation and Recommendations

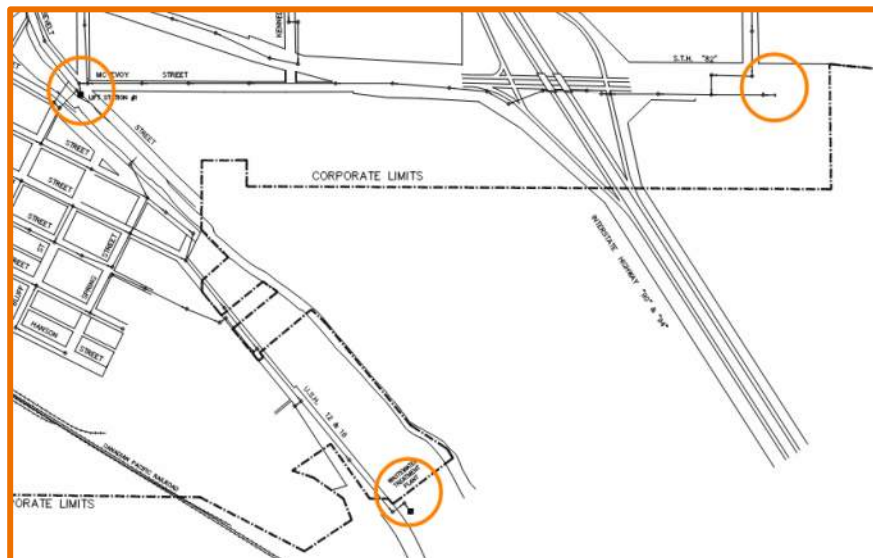
The sanitary sewer to serve the anticipated Tractor Supply Co. development is proposed to be conveyed to the existing sewer stub located at the intersection of Hwy 82 and Commercial Avenue. Due to elevations, this will require a sanitary lift

station, located at a point between this stub and the proposed development. From this stub connection, sewer flow is conveyed to Sanitary Lift Station #1, and then to the main lift station at the WWTP.



We will utilize the existing sewer data available to us as well as information from the proposed Tractor Supply Co. development to evaluate the current and additional sewer flow capacity available for this location. Additionally, we will evaluate the ability of the current sanitary sewer system to accommodate existing and future peak flows from future extra-territorial growth areas east of this development. The anticipated future sewer flow capacity needs will be evaluated utilizing anticipated zoning from the City's comprehensive plan, as well as from input from City staff.

In addition to recommendations for the newly proposed lift station, east of the current City boundary, we will evaluate the needs for any additional pump capacity at Lift Station #1 and the Main Lift Station to the WWTP, as well as the permitted treatment capacity of the WWTP, to address expected sanitary flows from the currently proposed development, as well as future growth demands.



Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

The deliverable will be a letter report summarizing our analysis and results for the sewer system, lift station evaluations, and WWTP capacity evaluation, along with recommendations to accommodate the current proposed development, as well as potential future growth, east of the current City boundary line.

Task 5 – Design & Construction Drawings

Stantec will complete the water and sewer utility design and associated calculations for necessary City planning and regulatory plan approvals. The deliverables will include the following construction drawings for bidding:

- Cover Sheet
- Legend
- General Notes Sheet(s)
- Existing Conditions & Removals Sheet(s)
- Erosion Control Plan and Details Sheet(s)
- Stormwater Pollution Prevention Plan (SWPPP)
- Utility Plan and Profile Sheet(s)
- Lift Station Plan and Profile Sheet(s)
- Lift Station Details
- Lift Station Electrical Plan
- Pavement Restoration Plan Sheet(s)
- Construction Details Sheet(s)

Task 6 – Permitting / Regulatory Approvals

Stantec will complete and submit on the Client's behalf the following regulator plan and permit submittals. It is assumed that any/all local permitting will be completed or waived by City Staff.

WDNR

- WDNR General Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System (NOI)
- WDNR Public Water System Approval Request (Form 3300-260)
- WDNR Water Main Submittal Checklist (Form 3300-066)
- WDNR Wastewater System Approval Request (Form 3400-205)
- WDNR Sanitary Sewer Submittal (Form 3400-059)
- WDNR Sewer Specification Checklist (Form 3400-095)
- WDNR Sanitary Sewer or Lift Station Project Approval Request (Form 3400-160)
- WDNR Lift Station Design Checklist (Form 3400-168)

WisDOT

- WisDOT Work on Highway Right-Of-Way Permit Application (Form DT1812)
- WisDOT Application/Permit to Construct, Operate and Maintain Utility Facilities on Highway Right-Of-Way (Form DT1553)

It is not anticipated at this time, that a wetland delineation, wetland fill permitting, or fees will be necessary. This assumption is based upon preliminary mapping from the WDNR's Water Surface Viewer. If the WDNR does determine that a delineation is necessary, then Stantec may provide those services and permitting assistance if necessary.

Task 7 – Engineer's Opinion of Probable Construction Costs

Stantec will provide an opinion of probable construction, construction observation, and construction administration costs, at both the 60% design stage, and upon final design and completion of the construction documents.

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

Task 8 – Project Manual for Bidding/Construction

Stantec will develop a project manual consisting of technical specifications and “front end” contract documents for bidding.

Task 9 – Bidding Administration

Stantec will provide bid advertising and opening services the bid package developed. Bid advertising services shall consist of uploading the project to Quest CDN and informing contractors of the project out to bid. Bid opening will consist of Stantec hosting an in person or virtual bid opening meeting (depending on City preference) according to state public bidding laws, formulation of a bid tab, recommendation of award to the City, and notice of award to the awarded bidder, should the City proceed with award.

Task 10 – Project Management and Meetings

Stantec will coordinate with City staff to ensure that relevant project deliverables and other documents are available for the project team. Stantec will prepare monthly project status reports which may be shared at monthly City Council meetings. Stantec will coordinate up to (3) progress meetings with City staff and up to (2) meeting with regulatory reviewers, pending comments received. This task assumes (1) project site visit (estimated to occur at 60% design) with up to (3) members of the design team, as well as appropriate City staff.

Assumptions

- Stantec staff will not perform any work that requires their staff to enter wet wells of lift stations due to confined space training requirements.
- The City will provide requested utility as-built information and or utility data (if available) within 2-weeks of requests.
- It is not anticipated at this time, that a wetland delineation, wetland fill permitting or fees will be necessary. This assumption is based upon preliminary mapping from the WDNR’s Water Surface Viewer. If the WDNR does determine that a delineation is necessary, then Stantec may provide those services and permitting assistance if necessary.
- It is assumed that no right-of-way or easement acquisition is necessary to construct these improvements.
- It is assumed based on review of the WDNR Water Surface Viewer, that the project will not impact FEMA regulatory floodplain/floodway.
- It is assumed that with proper notification, City staff will allow Stantec staff to access and/or visit existing City infrastructure.
- No landscaping design that exceeds typical turf restoration is included in this scope of work. If requested, landscaping design may be provided for additional fees paid to Stantec.
- Expansion of current project extents, requiring additional survey work not already included in this task order will be considered additional services and be subject to additional fees paid to Stantec.
- All Permit and/or Plan Submittal fees are to be paid by Client. Stantec will not submit on Client’s behalf until written authorization to do so is received. Any fees paid by Stantec will reimbursed by Client with no markup.
- Task budgets are estimates and Stantec reserves the right to reallocate budget between tasks but will not exceed total contract value without approval.
- Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a 10 percent markup.
- Stantec will not enter any form of litigation regarding the services performed in the tasks defined by this Task Order.
- Stantec not responsible for any costs incurred due to schedule delays beyond our control (e.g. weather, client-induced delays, non-performance of other contractors, etc.)

Deliverables

- Evaluation and Recommendations Report for City Water and Sewer Expansion to the East (PDF)
- 60% Design Drawings (PDF)

Reference: City of Mauston, HWY 82 Water and Sewer Extension – Proposal

- Construction Drawings for Bidding (PDF)
- WDNR and WisDOT Permitting and Plan Submittal Documents for Client Review (PDF)
- Project Manual for Bidding (PDF)
- Engineer’s Opinion of Probable Construction Costs (PDF)
 - 60% Design
 - Final Design
- Bid Tabulation and Recommendation Documentation (PDF)
- Meeting Minutes from Scheduled Progress Meetings (PDF)

Schedule

The following is an estimated timeline for completion of the work. The preliminary schedule is subject to change; any significant changes to the schedule will be communicated to the City in a timely manner. This schedule assumes a notice to proceed on October 1st, 2024, and assumes all necessary City data or access to for evaluation if provided. This estimated schedule also includes the estimated construction schedule, for the City’s use in planning and discussions with prospective developers.

- | | |
|---|-------------------|
| • Topographic Survey Mapping | October 14, 2024 |
| • Geotechnical Borings | October 21, 2024 |
| • Evaluation and Creation of Comprehensive Water/Sewer Plan | November 4, 2024 |
| • Design & Construction Drawings | December 2, 2024 |
| • Permitting / Plan Approvals | February 3, 2025 |
| • Bid Advertisement | February 17, 2025 |
| • Bid Opening | March 10, 2025 |
| • Construction Start | May 5, 2025 |
| • Construction Completion | September 1, 2025 |

This schedule assumes 60 day regulatory review times for WDNR Water and Sewer Plan Submittals and utilizes current construction timelines being exhibited in the industry for this scope of work. This schedule is Stantec’s best estimate at the time of this proposal.

Proposed Fee

Stantec will complete the tasks outlined in the Scope of Services on a time and materials basis, for an estimated fee as detailed below by task, which includes reimbursable expenses (mileage, copying charges, etc.).

Task 1: Topographic Survey Mapping	\$22,600
Task 2: Geotechnical Borings	\$6,900
Task 3: Water System Evaluation and Recommendations	\$11,300
Task 4: Sewer System Evaluation and Recommendations	\$11,900
Task 5: Design & Construction Drawings	\$55,900
Task 6: Permitting and Regulatory Approvals	\$4,600
Task 7: Cost Estimates	\$3,000
Task 8: Specifications and Bid Documents	\$18,300
Task 9: Bidding Administration	\$5,500
Task 10: Project Management	\$8,400

The total estimated fee for the Project is **\$148,400.**

Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services, as authorized by the Client, on a time and materials basis. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed.

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

Payment Terms & Conditions

Payment for services and expenses will be due immediately upon receipt of invoices. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, **please send executed Agreement to:**

Attn: Christian Moring
Stantec Consulting Services Inc.
209 Commerce Parkway, PO Box 128
Cottage Grove, WI 53527-8955

To execute this contract, please sign the Proposal herein.

On behalf of Stantec, thank you for this opportunity to prepare this proposal. Should you have any questions or need clarification of anything presented in the enclosed proposal, please do not hesitate to contact us.

Respectfully,

STANTEC CONSULTING SERVICES INC.



Christian Moring PE
City Engineer
Mobile: (262) 665-3012
christian.moring@stantec.com

Attachments:

- Exhibit A – Existing City Water/Sewer Utility Mapping
- Exhibit B – City Water/Sewer As-built (Intersection of Hwy 82 & Commercial Ave.)
- Exhibit C – Existing Official City Exterritorial Zoning Map (2014)
- Exhibit D – Desktop Floodplain/Wetland/Soils/Contour Mapping
- Exhibit E – Tractor Supply Co. Preliminary Site Plan
- Stantec Community Development Professional Services Agreement

Reference: City of Mauston, HWY 82 Water and Sewer Extension – **Proposal**

Contracting

Stantec will provide these services on an hourly basis for Time & Materials tasks, unless noted otherwise. Stantec will invoice monthly, for each task listed above in proportion to the amount of work complete for each individual task. Payment terms will be 30 days upon receipt. Any applicable state and local taxes are not included.

By signing this proposal, _____ authorizes Stantec to proceed with the services
Client Name
herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

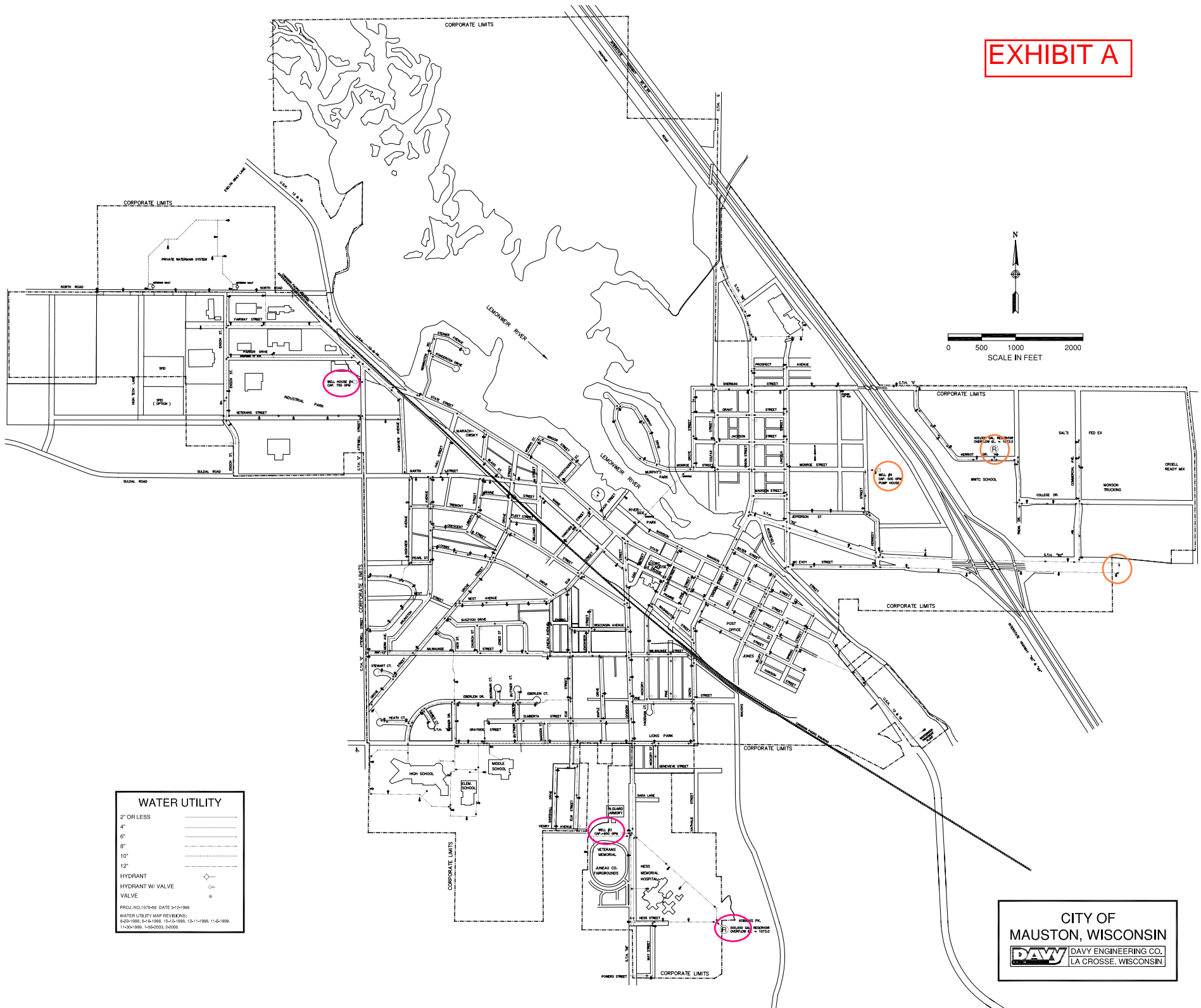
This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Name

Print Name & Title

Signature

EXHIBIT A



WATER UTILITY

2" OR LESS _____
4" _____
6" _____
8" _____
10" _____
12" _____

HYDRANT

HYDRANT W/ VALVE

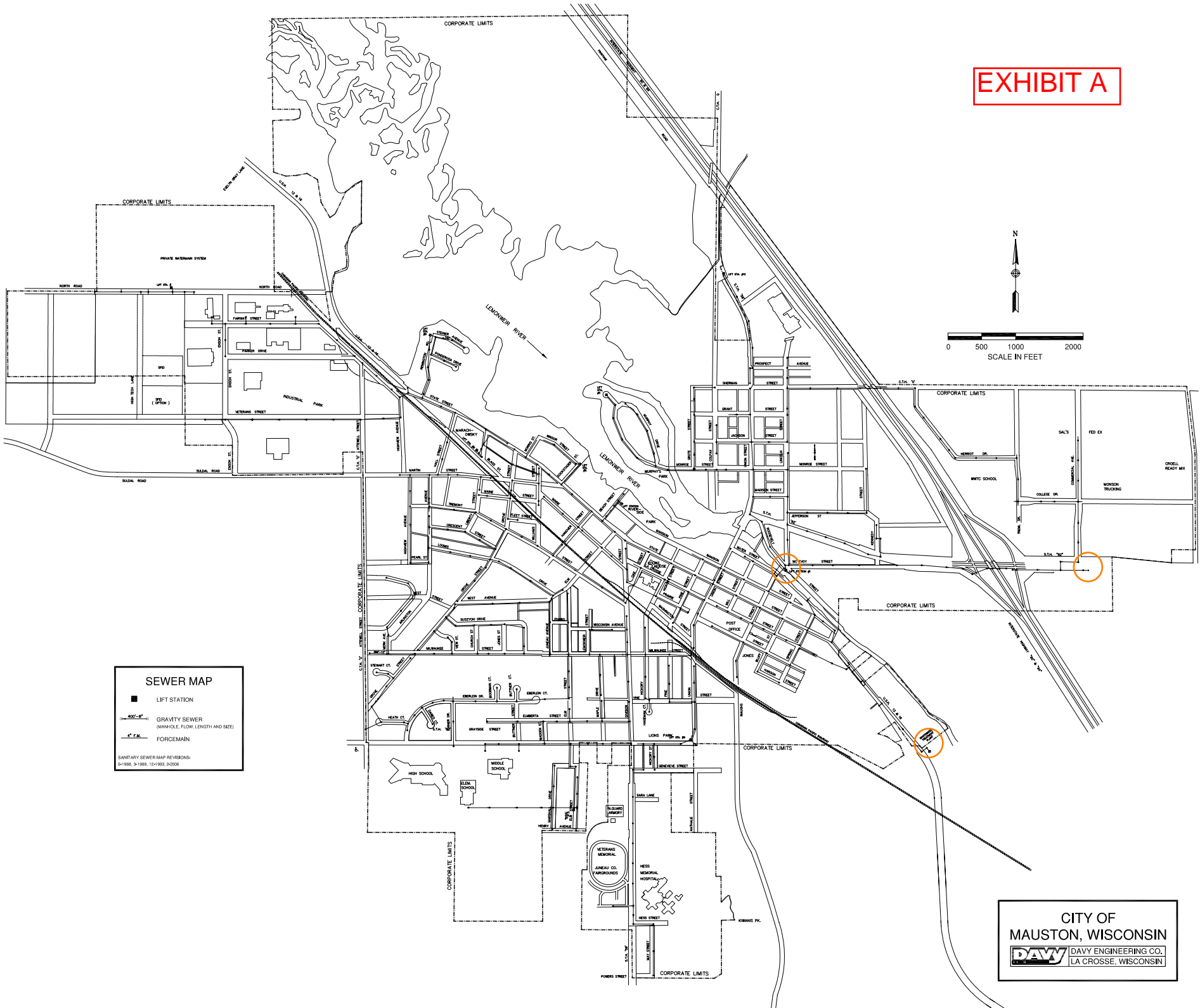
VALVE

PROJ. NO. 107649 DATE 3-24-99
WATER UTILITY MAP REVISIONS:
8-23-1998, 9-15-1998, 10-12-1998, 12-11-1998, 11-5-1999,
11-30-1999, 1-18-2000, 2-4-2000

CITY OF
MAUSTON, WISCONSIN

DAVY DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

EXHIBIT A



SEWER MAP

■ LIFT STATION

— 6" — 12" — GRAVITY SEWER
(MANHOLE, FLOW, LENGTH AND SIZE)

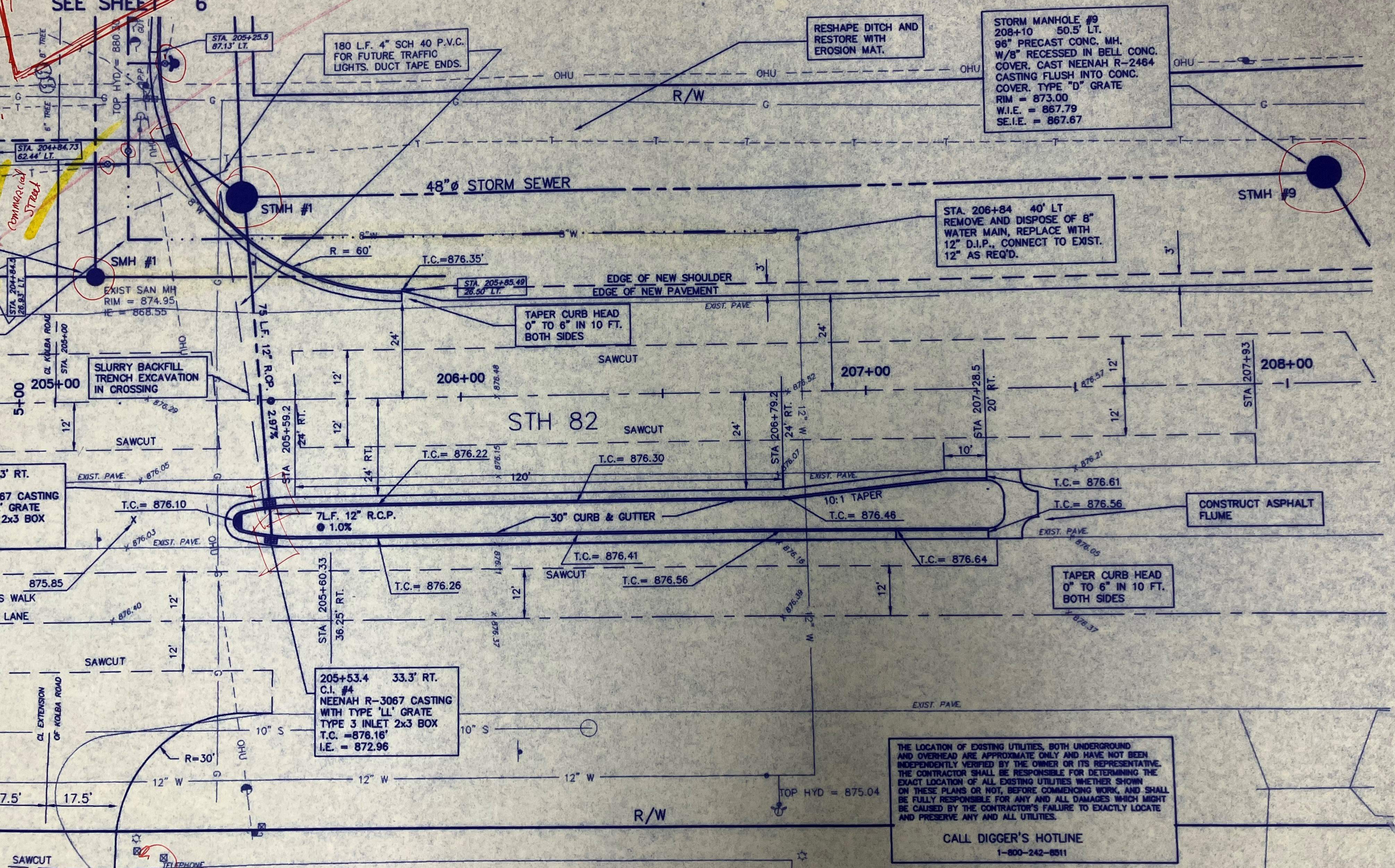
— 12" — 36" — FORCE MAIN

SANITARY SEWER MAP REVISIONS:
01-1955, 01-1959, 12-1993, 01-2006

CITY OF
MAUSTON, WISCONSIN

DAVY DAVY ENGINEERING CO.
LA CROSSE, WISCONSIN

See Detail for Radia



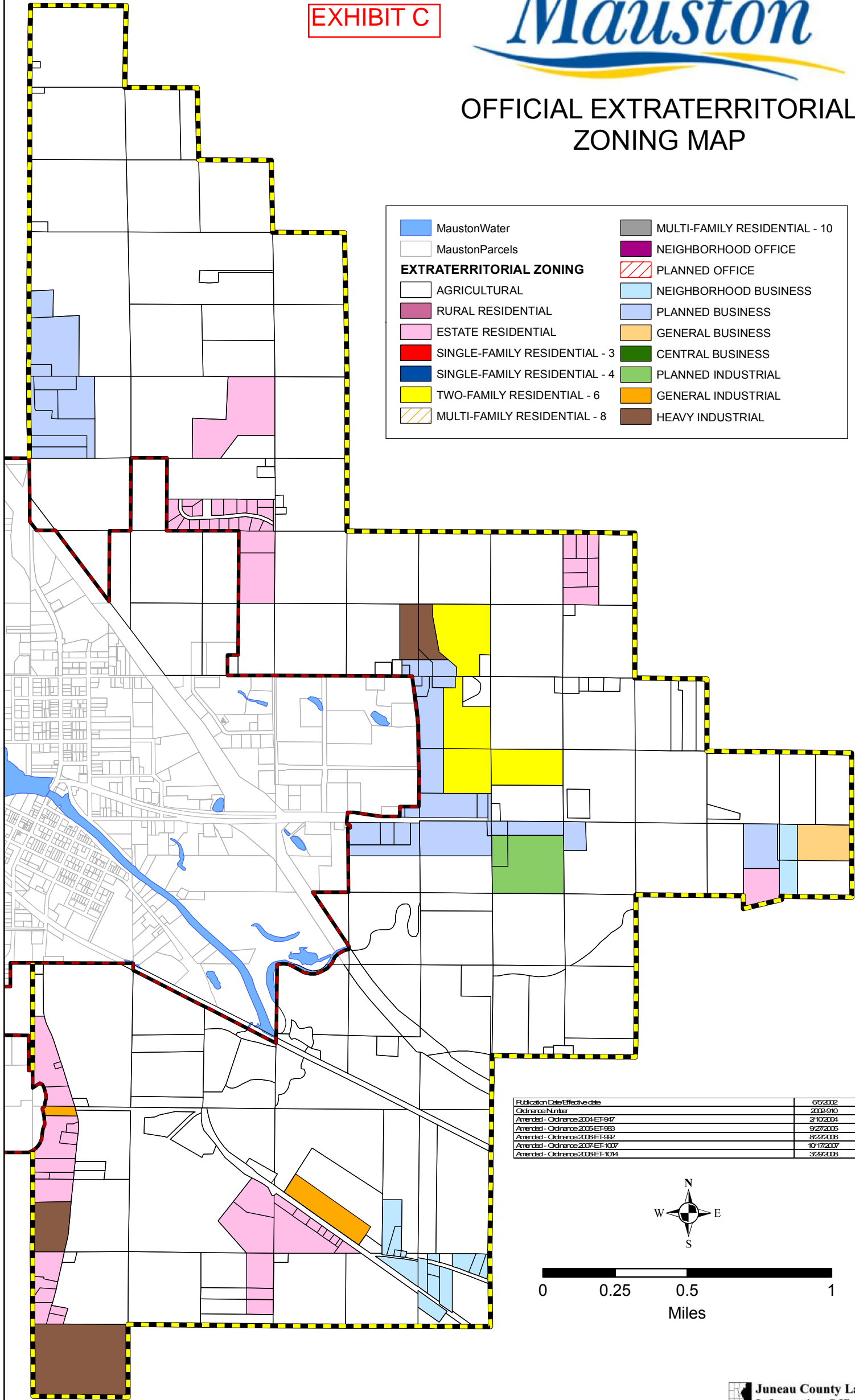
NOTE: INLET OFFSETS ARE
TO BACK OF CURB

HORIZONTAL SCALE $1'' = 20'$
VERTICAL SCALE $1'' = 5'$

EXHIBIT C



OFFICIAL EXTRATERRITORIAL ZONING MAP



- MaustonWater

MaustonParcels

EXTRATERRITORIAL ZONING

AGRICULTURAL

RURAL RESIDENTIAL

ESTATE RESIDENTIAL

SINGLE-FAMILY RESIDENTIAL - 3

SINGLE-FAMILY RESIDENTIAL - 4

TWO-FAMILY RESIDENTIAL - 6

MULTI-FAMILY RESIDENTIAL - 8
- MULTI-FAMILY RESIDENTIAL - 10

NEIGHBORHOOD OFFICE

PLANNED OFFICE

NEIGHBORHOOD BUSINESS

PLANNED BUSINESS

GENERAL BUSINESS

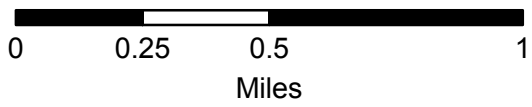
CENTRAL BUSINESS

PLANNED INDUSTRIAL

GENERAL INDUSTRIAL

HEAVY INDUSTRIAL

Publication Date/Effective date	6/5/2012
Ordinance Number	2012-910
Amended - Ordinance	2004-EI-947
Amended - Ordinance	2005-EI-983
Amended - Ordinance	2005-EI-982
Amended - Ordinance	2007-EI-1007
Amended - Ordinance	2008-EI-1014





Surface Water Data Viewer Map



0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>



Legend

EXHIBIT D

Dams

- Dam
- FERC and FERC Exempt Dam
- Cranberry Dam
- Removed Dam
- Structure not on Waterway
- <all other values>

Levees

+ Geomarks

Floodplain Analysis Lines

- Case by Case Analysis for Development in Floodplain
- Dam Failure Analysis
- Encroachment Analysis
- Flood Insurance Study
- Flood Storage Analysis
- Floodplain Study (Locally Funded)
- Hydrology/Hydraulics developed at a Dam
- <all other values>

Floodplain Analysis Catchments

Floodplain Analysis Points

- Case by Case Analysis for Development in Floodplain
- Dam Failure Analysis
- Encroachment Analysis
- Flood Insurance Study
- Flood Storage Analysis
- Floodplain Study (Locally Funded)
- Hydrology/Hydraulics developed at a Dam
- <all other values>

Record Flood Levels

FERC Project Area Boundaries

Floodplain Storage

Notes



Surface Water Data Viewer Map



Legend

EXHIBIT D

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Lake Class Areas
- Riverine/ditch Class Areas
- Wetland Class Areas
- Wetland Class Points
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- PNW-ASNRI Sensitive Areas of Lakes
- PNW-ASNRI Wild and Scenic Rivers
- PNW-ASNRI Outstanding and Exceptional Streams
- PNW-ASNRI Trout Streams
- PNW-ASNRI Wild Rice Streams
- PNW-ASNRI Outstanding and Exceptional Lakes
- PNW-ASNRI Special Area Management Plan Streams

Notes

0.1 0 0.06 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 3,960

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Surface Water Data Viewer Map



Legend

EXHIBIT D

- Wetland Indicators
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- PNW-ASNRI Special Area Management Plan Streams

Notes

0.1 0 0.06 0.1 Miles

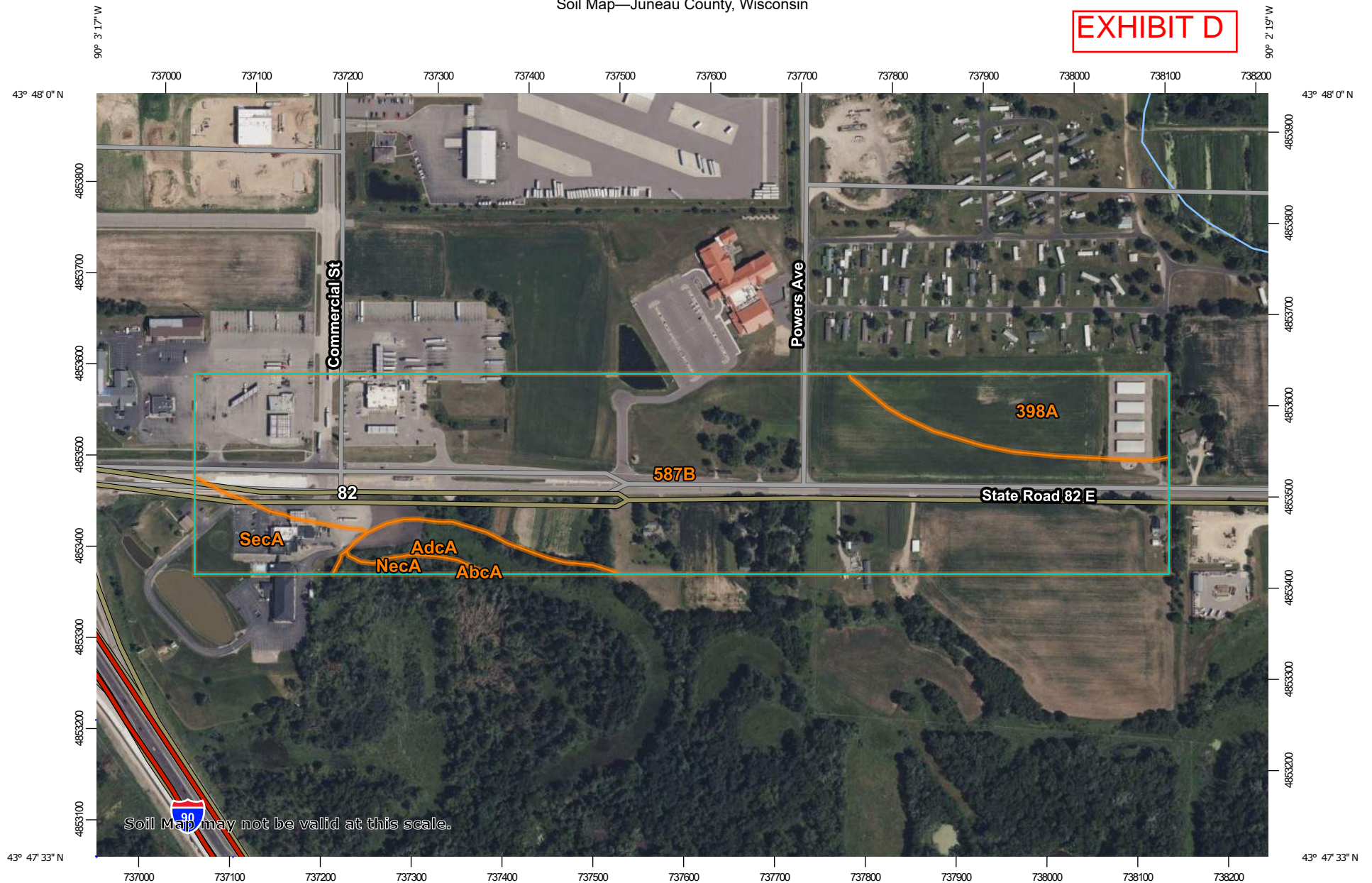
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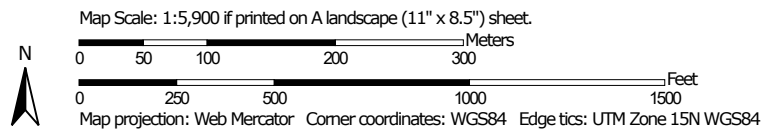
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Soil Map—Juneau County, Wisconsin

EXHIBIT D



Soil Map may not be valid at this scale.



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

8/8/2024
Page 1 of 3

Map Unit Legend

EXHIBIT D

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
398A	Neenah silt loam, 0 to 3 percent slopes	6.4	10.9%
587B	Tintson sand, lake terrace, 1 to 6 percent slopes	46.3	79.1%
AbcA	Absco loamy sand, cool, 0 to 3 percent slopes, occasionally flooded	0.0	0.0%
AdcA	Adder muck, cool, 0 to 1 percent slopes, frequently flooded	2.1	3.6%
NecA	Newlang muck, cool, 0 to 1 percent slopes, frequently flooded	0.6	1.1%
SecA	Sechler loam, cool, 0 to 3 percent slopes, frequently flooded	3.0	5.2%
Totals for Area of Interest		58.5	100.0%

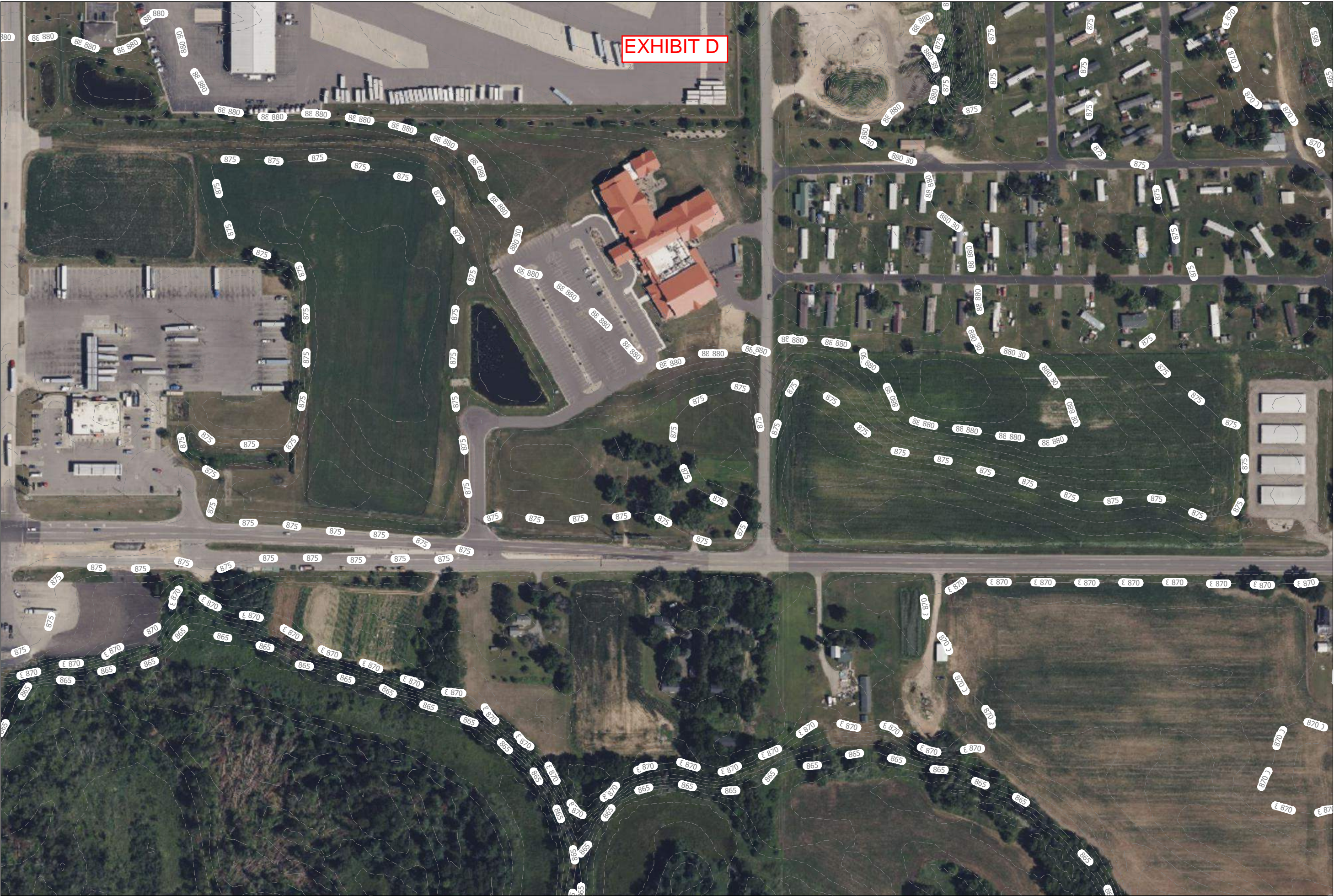


EXHIBIT D

COLOR LEGEND

- PROPERTY LINE
- DEMISED PREMISE
- CAM AREA
- PYLON SIGN
- FENCED OUTDOOR DISPLAY AREA
- PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
- PERMANENT SIDEWALK DISPLAY AREA
- FORAGE SHED
- LIVE GOODS CENTER
- FEED CENTER
- PROPANE
- BUILDING FOOTPRINT
- INTERIOR OUTDOOR DISPLAY AREA
- EASEMENT AREA

PRELIMINARY SITE PLAN (AUTOTURN)

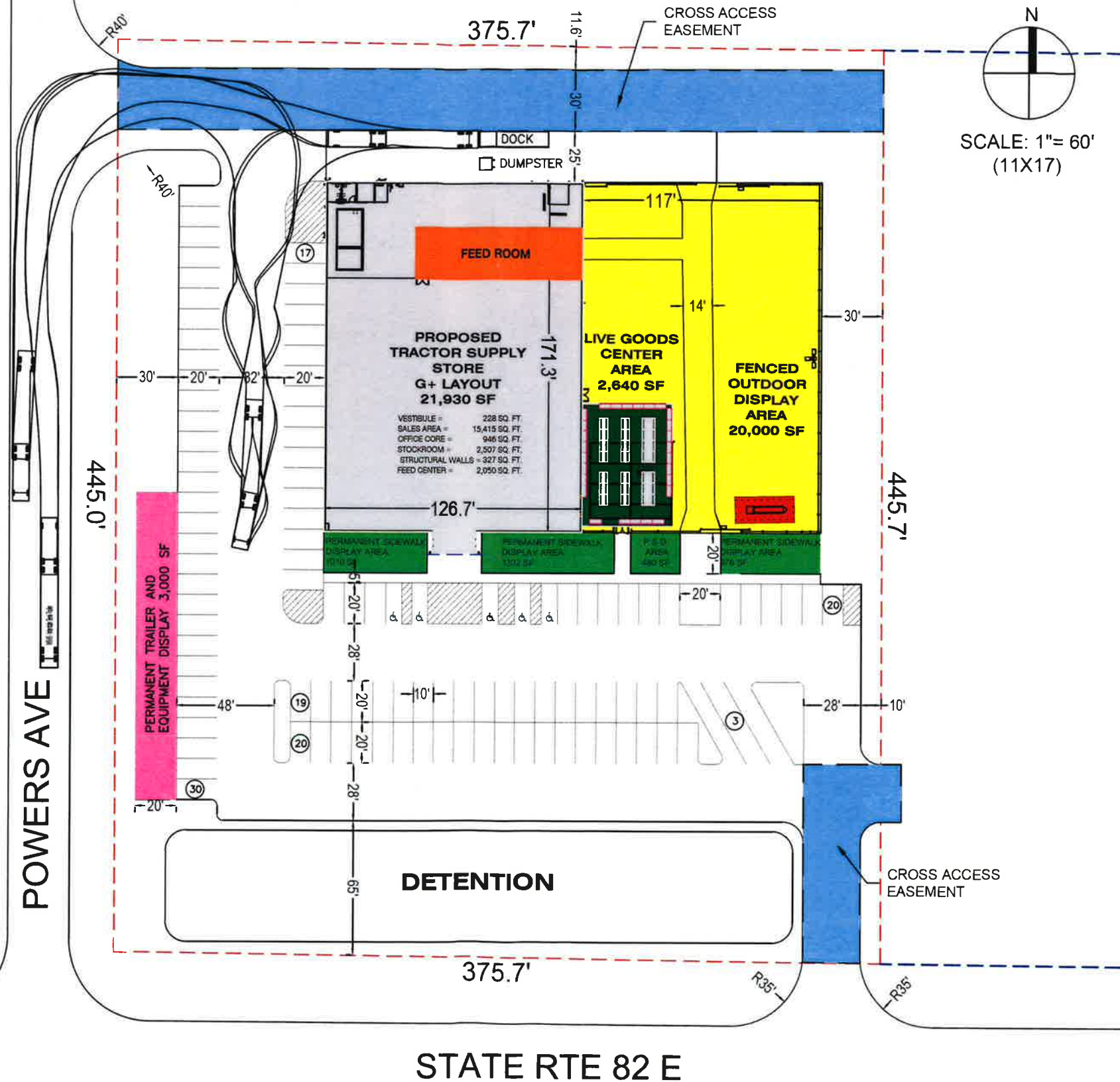
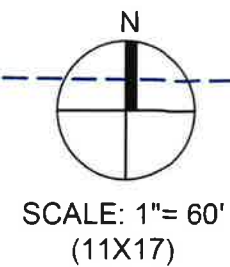


EXHIBIT E

PROJECT INFORMATION

SITE AREA	
LOT	± 3.84 AC
TOTAL	± 3.84 AC

PARKING COUNT SUMMARY		
TSC BLDG	21,930 SF	109 SP
TRAILER		- SP
TOTAL PROVIDED		109 SP
REQUIRED BY CITY		
1 PER 300 SF OF BLDG		74 SP
1 PER 600 SF OF OUTDOOR SALES		45 SP
TOTAL REQUIRED		119 SP

ZONING CLASSIFICATION	
EXISTING	N/A
PROPOSED	TBD

REQUIRED SETBACKS	
FRONT	40'
SIDE	10'
REAR	30'

PROJECT NOTES

- THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.
- ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DRAWING ISSUE/REVISION RECORD

DATE	NARRATIVE	DRAWN BY
7/2/24	INITIALS RELEASE	LL

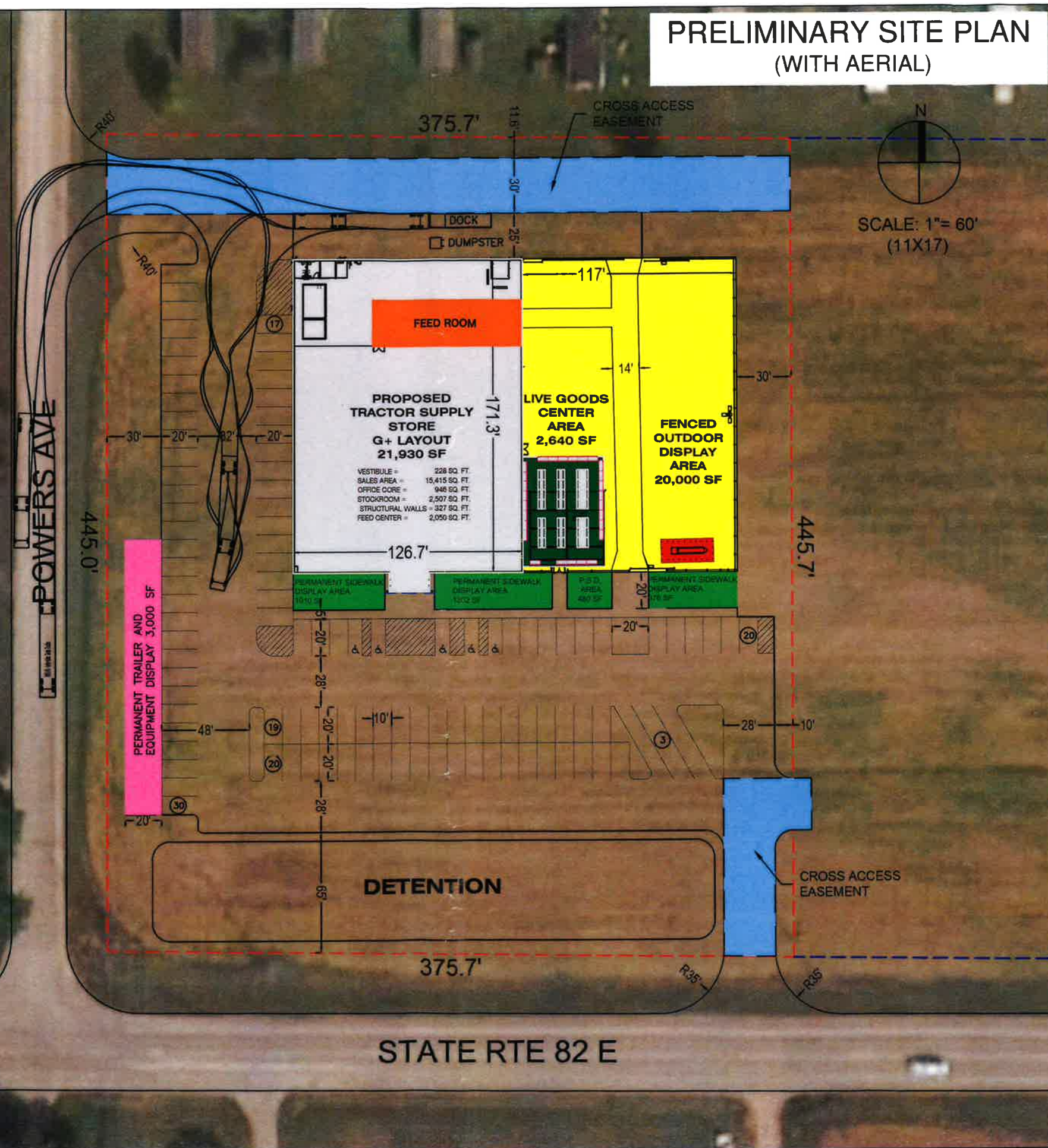
G+ PROTOTYPE

TRACTOR SUPPLY
MAUSTON, WI

101

TENANT SIGNATURE
NAME & TITLE/COMPANY (PRINTED)
DATE
LANDLORD SIGNATURE
NAME & TITLE/COMPANY (PRINTED)
DATE

EXHIBIT E



SITE AREA	
LOT	± 3.84 AC
TOTAL	± 3.84 AC

TSC BLDG	21,930 SF	109 SP
TRAILER		- SP
TOTAL PROVIDED		109 SP

REQUIRED BY CITY	
1 PER 300 SF OF BLDG	74 SP
1 PER 600 SF OF OUTDOOR SALES	45 SP
TOTAL REQUIRED	119 SP

ZONING CLASSIFICATION	
EXISTING	N/A
PROPOSED	TBD

REQUIRED SETBACKS	
FRONT	40'
SIDE	10'
REAR	30'

1. THIS CONCEPTUAL SITE PLAN IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION SUCH AS EXISTING CONDITIONS, ZONING, PARKING, LANDSCAPE, PAVEMENT LINES AND UTILITY REQUIREMENTS MUST BE VERIFIED.

2. ALL CURB CUTS SHOWN ARE PROPOSED AND MUST BE VERIFIED.

DATE	NARRATIVE	DRAWN BY
7/2/24	INITIALS RELEASE	LL

G+ PROTOTYPE

TRACTOR SUPPLY
MAUSTON, WI



COMMUNITY DEVELOPMENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective August 23 2024 (the "Agreement Date") by and between:

"Client"

Name: City of Mauston, Wisconsin
Address: 303 Mansion Street, Mauston, WI 53948
Phone: (608) 747-2704
Representative: Daron J Haugh, City Administrator Email: dhaugh@mauston.com

"STANTEC"

Name: Stantec Consulting Services Inc.
Address: 209 Commerce Parkway PO Box 128, Cottage Grove, WI 53527-8955
Phone: (262) 665-3012
Representative: Christian Moring, Associate / Project Manager Email: christian.moring@stantec.com

Project Name (the "Project"):

City of Mauston, HWY 82 Water and Sewer Extension

This project is to be developed on a stage-by-stage basis where a stage is defined as a development for which a set of detailed engineering drawings is prepared.

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion 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 compensation and 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 within 28 days of 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 at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

The Client and Stantec expressly agree that Stantec's fees for Services performed shall be payable by the Client even in the event that the Client does not, for any reason, proceed with the Project. If the Project or any part thereof is abandoned or unduly delayed for reasons beyond Stantec's control, the Client shall pay to Stantec the fees for Services performed in accordance with the fee payment schedule in Attachment "A", and/or calculated on a time plus expense basis, at the option of Stantec.

The Client shall not be entitled at any time to costs, damages, or expenses that may be incurred due to Stantec's suspension or termination of Services. The Client shall be responsible for any demobilization and remobilization costs incurred by Stantec as a result of any suspension.

When the work is being performed by Contractors, the fees due Stantec shall be paid to Stantec whether or not payment is made to or withheld from the Contractors. No deduction shall be made from Stantec's fee on account of any penalties or damages claimed by the Client from the Contractors, or of other sums withheld from the Contractors.

If any information provided by the Client or by others on behalf of the Client should be erroneous or inaccurate, any necessary change or changes in the plans, specifications, drawings, or designs will be charged as extra work. Where accurate information, plans, and specifications regarding any existing or proposed buildings or works that are involved in the Project is not available, the cost of obtaining the same shall be borne by the Client.

If, after the drawings and specifications for any part of the work are completed in accordance with the Client's previous decisions, it shall become necessary for Stantec to make any changes in any designs, drawings, plans or specifications for any part of the Project, or if Stantec incurs extra work, cost or expense by reason of any act or matter over which

Stantec has no control, the Client shall pay to Stantec a fee for such changes or extra work calculated on a time plus expense basis or as mutually negotiated by the parties. Prior to the commencement of such changes or extra work Stantec shall notify the Client in writing of intentions to make such changes or to carry out such extra work and that Stantec shall keep separate costs records in respect to such changes or extra work.

Where changes to the design, plans and specifications are required after the start of design, due to the Client's decision to split a phase into two (2) or more phases, Stantec reserves the right to invoice the Client for the additional costs incurred as a result thereof on a time plus expense basis or as mutually negotiated by the parties.

Nothing in any Agreement between the Client and Stantec shall be construed to obligate Stantec to prepare for or appear in litigation on behalf of the Client, unless Stantec agrees to provide and is equitably compensated for such services on a time plus expenses basis.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

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 or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including 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 shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall 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 location in which the Services were 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. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec 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.

VARIATIONS IN DESIGN: Stantec is empowered to make such deviations, alterations, additions and omissions in carrying out the work as Stantec may reasonably consider desirable in the Client's interests.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, 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. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's provision or review of field investigation, laboratory testing and engineering/consulting recommendations will not address or evaluate pollution of soil or pollution of groundwater.

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. 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, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite 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 environmental, health or safety activities or precautions.

In the event of any construction emergency, which in the opinion of Stantec requires immediate action in the Client's interests, Stantec shall have authority to issue such orders on behalf of and at the expense of the Client as are deemed necessary or expedient.

At no time shall Stantec be construed to be the party as defined under applicable Occupational Health and Safety (OHS) legislation responsible for coordination or provision of environmental, health and safety requirements and activities for the Project or Project work sites, except as such requirements relate to Stantec's own staff.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) 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, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000 per stage. 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.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in 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. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused 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.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

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 agrees to 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, disease, epidemic or

pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

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. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, 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: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

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.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

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.



**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT**

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City of Mauston, Wisconsin

Stantec Consulting Services Inc.

Print Name and Title

Signature _____

Christian Moring, Associate / Project
Manager

Print Name and Title

Signature _____

**COMMUNITY DEVELOPMENT
PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

City of Mauston, Wisconsin
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: August 23 2024

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 Letter Proposal titled "City of Mauston, HWY 82 Water and Sewer Extension – Proposal"
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: 10/1/2024
Estimated Completion Date: 03/31/2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

[Click and enter in any format fee and/or compensation details]

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film and report materials; communications expenses (e.g., faxes, office and cellular/mobile phones, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; permit and examination fees; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services, Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

When Stantec's fees are computed as a percentage of construction costs:

- "Opinion of Probable Cost" is the estimate of the probable construction cost, which will be provided by Stantec during the design phase of the Project, as amended from time to time; and "Cost of Work" is the actual cost of the construction, which is based on the tender amount submitted by the Contractor plus any other construction costs (whether from construction change orders, amendments, unit price/quantity variations, etc.), to the extent related to Services.
- Stantec's initial fee shall be calculated as n/a% of the construction value, as set out in this Agreement, based on the initial Opinion of Probable Cost provided by Stantec, and shall be adjusted to the extent that the Opinion of Probable Cost is amended. Stantec's fees shall be further adjusted based on the tender amount submitted by the Contractor, and shall not be reduced by any reduction or discount in the Contractor's price that occurs through negotiation after tender submission.
- It is anticipated that the Cost of Work may be adjusted periodically after submission of the Contractor's tender. If the Cost of Work increases, Stantec's fees will be adjusted as follows: Increases of 10% or more of the last approved fees shall require written approval by the Client. Increases under 10% shall not require approval by the Client. Approval is deemed to be a written acknowledgement via email or in writing that the Client has agreed to the Cost of Work being presented. If the Cost of Work is lower than that estimated in the Opinion of Probable Cost, no written approval is required from the Client to reflect the appropriate reduction in fee.
- Stantec's minimum fees for each phase shall be \$0, regardless of whether or not construction has commenced.
- Whenever the Client furnishes material, equipment, labor, or other service that is incorporated in the work, the fair market value of the materials or equipment as though they were purchased new, and current prices of labor or other service when the work was executed, shall be included in the total Cost of Work.

Stantec reserves the right at any time to direct fees and invoices to the Client for builder related work including plot plan approvals, grading inspection, and other services related to the builder program, for which the Client must rely on Stantec to carry out in the subdivision development process.

**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:

None.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.