



AGENDA

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	Tuesday, August 12, 2014 4:00 PM	Location:	County/City Building City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
-----------------------	-------------------------------------	------------------	--

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the July 8, 2014 redevelopment authority meeting.
3. Approval of financial reports, claims, and statements from June 2014.
4. Golden Sands Resource Conservation & Development Council use of greenspace currently north of the Fox Theater and Children's Museum.
5. Fox Theater presentation/update.
6. Amendment No. 4 to the AECOM Agreement for Environmental Services, for Remedial Action - PCE Contaminated Soil, SVE System Installation, Operation & Maintenance, and Monitoring, former Normington's Laundry.
7. Award contract for landscaping around Municipal Lot 15/16 and Strongs Avenue extended.
8. Award contract(s) for artistic benches.
9. Mall redevelopment project update.
10. Edgewater Manor update.
11. Executive Director's update (informational purposes only).
12. Adjourn.

PLEASE TAKE NOTICE that any person who has special needs while attending these meetings or needs agenda materials for these meetings should contact the Executive Director as soon as possible to ensure that a reasonable accommodation can be made. The Executive Director can be reached by telephone at (715)346-1567 or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

PLEASE TAKE FURTHER NOTICE that a quorum of the Common Council may be in attendance at this meeting.



Memo

Michael Ostrowski, Director
 Community Development Department
 City of Stevens Point
 1515 Strongs Avenue
 Stevens Point, WI 54481
 Ph: (715) 346-1567 • Fax: (715) 346-1498
 mostrowski@stevenspoint.com

Redevelopment Authority of the City of Stevens Point

To: Redevelopment Authority Board of Commissioners
 From: Michael Ostrowski
 CC:
 Date: 8/1/2014
 Re: Agenda Item Summaries for August 12, 2014 Redevelopment Authority Board Meeting

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the July 8, 2014 redevelopment authority meeting.

The RA Board will need to approve the minutes of the previous meeting.

3. Approval of financial reports, claims, and statements from June 2014.

The RA Board will need to approve the financial reports, claims, and statements from June 2014.

Per our discussions from the last meeting, a separate account has been set up with Candlewood to hold the security deposits.

4. Golden Sands Resource Conservation & Development Council use of greenspace currently north of the Fox Theater and Children's Museum.

Golden Sands Resource Conservation & Development Council is looking to use the greenspace that is just north of the Children's Museum and Fox Theater. They have submitted three different designs that they are considering. Once a final design has been selected, particulars about the agreement will need to be approved.

5. Fox Theater presentation/update.

A representative will be providing an update on the Fox Theater project.

6. Amendment No. 4 to the AECOM Agreement for Environmental Services, for Remedial Action - PCE Contaminated Soil, SVE System Installation, Operation & Maintenance, and Monitoring, former Normington's Laundry.

As part of the environmental remediation process for the mall redevelopment, this is the next stage in the process for remediating the former Normington Laundry site. The cost for this stage is \$43,000. This amendment covers tasks associated with the remediation of tetrachloroethene (PCE) contaminated soil. Specifically, this amendment covers general and pre-field activities for the mobile SVE system installation; operating, maintenance, and air emissions monitoring; and ground water sampling and analysis. The following schedule is anticipated:

- Field Work (Annual Groundwater Monitoring) October 2014

- Field Work (Mobile SVE System Installation and Startup) April 2015
- Field Work (System O&M and Air Emissions Monitoring) May - October 2015

7. Award contract for landscaping around Municipal Lot 15/16 and Strongs Avenue extended.

The City Forester received four quotes to do the installation of the landscaping around the above described area. The firms and prices were as follows:

- **Egle Landscaping Inc - \$10,365**
- Wolosek Landscaping and Golf Course Materials, Inc. - \$10,758
- Willems Landscape Service Inc. - \$12,190
- Shulfer's Sprinklers & Landscape Garden Center – \$13,800

We proceeded with Egle Landscaping Inc at a base cost of \$10,365, plus \$960 for the staking of trees, which was the low quote. In addition, we added to the project the skimming out of excess topsoil and put in 29 yards of mulch, which totaled \$2,280, for a grand total of \$13,605.50.

We had to agree to the contract last year in order to receive the price that was submitted, as well as to get the order in to the nursery for the trees. Previously, the Community Development Authority Board of Commissioners gave the authority to the Executive Director and Chairperson to approve contracts relating to the mall redevelopment project when timing was of the essence, which was the case with this part of the project. Nevertheless, the RA Board should still approve the quote/contract.

All quotes are attached.

8. Award contract(s) for artistic benches.

The City received quotes for the construction and installation of benches near Municipal Parking Lot 16. The cost to construct and install the benches is \$700 each, for a total of \$4,200 for six benches. Please see the attached memo and proposals. We would purchase and have installed two log benches and two white pine benches as designed by Joe Krajewicz and two benches designed by Jones/Unger, one with the downtown buildings and one of the black bridge on the end of Wisconsin Street.

9. Mall redevelopment project update.

We are nearing the completion of the mall redevelopment project, except for the remediation of the environmental contamination. The following is a listing of the actual costs associated with the project as of 7-31-14:

Actual

	<u>Revenue</u>	<u>Expense</u>	<u>Net</u>
Bond	\$7,665,000.00	\$0.00	\$7,665,000.00
Bond Costs	\$0.00	(\$111,005.00)	(\$111,005.00)
Construction	\$20,800.00	(\$812,101.33)	(\$791,301.33)
Design/Construction Management	\$0.00	(\$147,757.39)	(\$147,757.39)
Environmental	\$34,500.00	(\$655,823.69)	(\$621,323.69)
Insurance	\$0.00	(\$3,992.52)	(\$3,992.52)
Interest	\$8,910.47	\$0.00	\$8,910.47
Land Purchase	\$0.00	(\$2,509,190.00)	(\$2,509,190.00)
Legal	\$0.00	(\$125,067.47)	(\$125,067.47)
Maintenance	\$0.00	(\$57,629.00)	(\$57,629.00)
Marshfield Clinic Settlement	\$21,916.53	\$0.00	\$21,916.53
MSTC Construction	\$0.00	(\$2,100,000.00)	(\$2,100,000.00)
Miscellaneous	\$0.00	(\$73.25)	(\$73.25)
Parking Lot	\$0.00	(\$662,411.92)	(\$662,411.92)
Shopko Snow Plowing Reimbursement	\$7,162.15	\$0.00	\$7,162.15
Utilities	\$0.00	(\$72,256.37)	(\$72,256.37)
TOTAL/BALANCE	\$7,758,289.15	(\$7,257,307.94)	\$500,981.21

I have also included an attachment outlining all of the individual costs.

10. Edgewater Manor update.

The Common Council agreed with the direction of the RA relating to the release of the RFP. The RFP for the property was drafted and released. Proposals are due October 1, 2014. I have attached a copy of the RFP that was released..

11. Executive Director's update (informational purposes only).

12. Adjourn.



MINUTES

REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

Date and Time:	July 8, 2014 4:00 PM	Location:	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
-----------------------	-------------------------	------------------	--

Present: Chairperson Halverson, Commissioner Adamski, Commissioner Molski, Commissioner Sawyer, and Commissioner Schlice

Excused: Alderperson Stroik and Commissioner Dugan

Also Present: Executive Director Ostrowski, City Attorney Beveridge, and Alderperson Mike Phillips

Index

1. Roll call.

Discussion and possible action on the following:

2. Approval of the minutes from the June 9, 2014 redevelopment authority meeting.
 3. Approval of the special June 9, 2014 joint common council / redevelopment authority meeting.
 4. Approval of financial reports, claims, and statements from May 2014.
 5. Amendment No. 4 to the AECOM Agreement for Environmental Services, for remedial action – soil venting piles on Mason Street, former Dunrite Cleaners.
 6. Maintenance needs and financial projections for Edgewater Manor.
 7. Executive Director's update (informational purposes only).
 8. Adjourn.
-

1. Roll call.

Present: Halverson, Adamski, Molski, Sawyer, Schlice

Discussion and possible action on the following:

2. Approval of the minutes from the June 9, 2014 redevelopment authority meeting.
Motion by Commissioner Molski to approve the minutes from the June 9 redevelopment authority meeting; seconded by Commissioner Sawyer. Motion carried 5-0.
3. Approval of the special June 9, 2014 joint common council / redevelopment authority meeting.
Motion by Commissioner Schlice to approve the minutes from the June 9 joint common council / redevelopment authority meeting; seconded by Commissioner Molski. Motion carried 5-0.

4. Approval of financial reports, claims, and statements from May 2014.

Motion by Commissioner Schlice to approve the financial reports, claims, and statements from May 2014; seconded by Commissioner Adamski.

Commissioner Sawyer questioned why security deposits were under other income and refunds under other expense, as they are typically held in trust. Chairperson Halverson said it should be a liability and asset on the balance sheet, as opposed to on the profit and loss. Commissioner Adamski asked why they were not getting a balance sheet along with the profit and loss statement. Executive Director Ostrowski said he could request a balance sheet be provided going forward. Commissioner Schlice said he would hope that they do a year end entry to balance it.

Roll Call: Yeas - Halverson, Adamski, Molski, Sawyer, Schlice

Nays - None

Motion carried 5-0.

5. Amendment No. 4 to the AECOM Agreement for Environmental Services, for remedial action – soil venting piles on Mason Street, former Dunrite Cleaners.

Executive Director Ostrowski said this is similar to what we have done in the past. Every time we move through a different step in the environmental remediation process, AECOM submits an amendment. This amendment is to start up the vapor mitigation system for the soil that was removed from the former Dunrite Cleaners location. There are several piles at the Mason Street location and what will occur is that a blower will blow air through them until they are remediated. Completion is anticipated by November of this year.

Commissioner Adamski asked what the reason was that this recommendation was made, as opposed to leaving it right where it was. Executive Director Ostrowski said you could either dispose of the soil in the landfill or you could do the soil venting piles, which was much more cost effective.

Commissioner Sawyer had some questions about the commercial terms. He indicated that some of the terms that look to be boiler plate caused him to stop and think about them for a minute. Specifically, litigation support, environmental conditions, and limitations of liability. He wants to make sure that these terms are not something different than what has gone on previously. Executive Director Ostrowski said these are the same terms that were approved with the prior agreement. The former City Attorney worked to modify some of their standard terms. They changed some of them, but their corporate did not want to change all of them. Commissioner Sawyer said specifically his concern was about the environmental conditions on page 25 of 29. It talks about being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence. Commissioner Sawyer said this concerns him because AECOM could look for any slight bit of negligence and escape any liability. Commissioner Sawyer asked what our negotiation position on this. City Attorney Beveridge said the context of that provision is exclusively limited to any liabilities that arise from preexisting environmental conditions at the remediation site, or subsurface equipment. Essentially, this is saying that we have represented to them that we have provided them all the knowledge we have of the conditions at the site. If there are any injuries at the site that we were incorrect about, we are liable. This is not some sort of general assumption.

Commissioner Schlice said before this was put over on Mason Street, were we assured strongly that we would not re-contaminate the area. Executive Director Ostrowski said we had to get DNR approval. There is a plastic barrier underneath.

Alderperson Phillips asked if we go out for bids on doing this type of work, or are we always stuck with AECOM. Chairperson Halverson said there are very few firms that are able to do this work. In fact, we are

sometimes directed to use only certain firms with some of the grant dollars. Alderperson Phillips said we then don't ask other firms to give us time and material quotes. Executive Director Ostrowski said the difficult part about this project is that AECOM started this project with us and it is very difficult to switch mid-stream with all the information that they have gathered and plans that they have drawn up. We could also run the risk of a third party using the information gathered by AECOM and then not having any liability from it. Executive Director Ostrowski said if we are starting a new project we can put that out for bid or proposals. Alderperson Phillips said he would like to see that for comparison purposes.

City Attorney Beveridge said one thing to keep in mind is that AECOM does their proposals in phases as opposed to all at once.

Motion by Commissioner Adamski to approve Amendment No. 4 to the AECOM Agreement for Environmental Services, for remedial action – soil venting piles on Mason Street, former Dunrite Cleaners; seconded by Commissioner Molski. Motion carried 5-0.

6. Maintenance needs and financial projections for Edgewater Manor.

Executive Director Ostrowski gave a summary of the joint meeting of the redevelopment authority and the common council regarding this matter. He said there were suggestions at the meeting, such as selling the building, going back to the previous bidders for the property, get another opinion on the façade, and getting a structural analysis on the entire building. He said it is being brought back before the authority to determine how they would like to proceed.

Commissioner Adamski asked why no action was taken at the joint meeting. He said he was uncomfortable with the five members taking action on this, because no matter what they do, he is confident that it will be second guessed. Executive Director Ostrowski said it was for discussion only. We needed to bring them up to speed on what is occurring. In addition, there was no clear action item for them to consider. Executive Director Ostrowski said we could forward your recommendation to the council to consider.

Commissioner Adamski asked if it made more sense to have another joint meeting. Chairperson Halverson said he did not believe so. This body should have the discussion today and vet the alternatives, and then decide what steps the redevelopment authority wants to take. Chairperson Halverson said we already have two opinions relating to the façade. We have done the reviews; bottom line is that the façade is going to need to come off. The fix that we instituted is finished and we were able to get the caulking done as well below the bid requirement.

Executive Director Ostrowski said that when they did do the fasteners on the building in about twenty of the holes that they drilled water poured out of the holes. Water is getting trapped, you need to better insulate the building, and you need to repair the weep hole system. Executive Director Ostrowski said he does not want to run the risk of any of the façade falling off and if the engineers are saying the temporary fix is only going to last about a year or two, and they doubt we are going to get an opinion that it is going to last longer, we have to act on this, as it is going to take some time to work through any of the alternatives we select.

Commissioner Sawyer said he gets the impression that some of the members of the common council who were opposed to changing the use of the property were skeptical of some of the numbers that they were given regarding the improvements, such as the amount that was being proposed for the appliances for the apartments. He asked if there is some reluctance to accept the numbers that have been put together because they think this is some politically motivated, back-dooring way to change the use of the property. Chairperson Halverson said he felt Commissioner's Sawyers summary was spot on. Commissioner Sawyer asked if there is some way of assuring them that these numbers are legit and that this is a problem that is going to very costly in continuing to use this property the way it is currently being used. Chairperson

Halverson said the executive director did the best job he could have done in explaining the appliance line in itemizing the costs. What they did not realize that a great deal of the costs is the HVAC system and the individual heating and cooling units. He said the numbers could come down with competition among companies, but the numbers were not pulled out of the sky. We had used numbers from past renovation projects for the housing authority. Mr. Niedbalski gave us ideas of what they experienced historically. These numbers are very accurate.

Chairperson Halverson said we need to deal with the proforma we've been presented. Do we want to keep it and invest the \$3.2 million and have a market rate apartment complex owned by the redevelopment authority that will lose cumulatively \$398,000 over twenty years.

Commissioner Adamski expressed concern for the financial loss, along with the point that Chairperson Halverson made at the third meeting that the city is not supposed to be in the apartment building business. He has a ton of borrowers that don't need the city competing against them. Chairperson Halverson stated that in this instance we are directly competing against them and using their tax dollars against them.

Commissioner Adamski said when the executive director did this work, we did not anticipate what just occurred. With a building this old and so poorly constructed, you are going to run into other surprises. Chairperson Halverson said the executive director has accounted for some capital holdback each year. Executive Director Ostrowski said he has put \$25,000 each year, to which Commissioner Adamski said is a pretty low number for a building of this size.

Commissioner Adamski said that if we are going to put this building back up for sale, he is in agreement with the Mayor that we need to go through the RFP process. He asked what the highest bid that we received before was. Executive Director Ostrowski said about \$1.5 million.

Commissioner Molski said we discussed this very thoroughly, and she feels that it is in the best interest of the redevelopment authority and the city to sell the property. After seeing some of the projections she did hear some alderpersons wavering at the prior meeting. She would like to see us go out for requests for proposals and get it off our backs once and for all.

Commissioner Adamski said you cannot justify sticking \$3.2 million in the building and then have a \$400,000 loss.

Motion by Commissioner Molski to draft and release requests for proposals for the sale of the property; seconded by Commissioner Adamski.

Commissioner Schlice said two months ago we postponed moving forward with the needs analysis. He really thinks from a business standpoint that we spend the \$10,000 to get that study, which should answer any questions. This will also allow you to put your numbers together. He said right now it is a best guesstimate on the costs. We really need to do that to do things right. To go out and not put everything on the table we can leave ourselves open in the future to liability.

Commissioner Sawyer asked if an inspection of the property is going to be part of a sale. Chairperson Halverson said we are talking about two different things. As part of the sale, you will likely have a property inspection, but what Commissioner Schlice is talking about is the needs assessment. This is a bit different than an inspection.

Commissioner Sawyer asked if we could combine them to save money. Executive Director Ostrowski said typically the buyer does the inspection. Commissioner Adamski said that is the typical operating procedure. This is no different than a residential house. The buyer decides if it is necessary.

Commissioner Adamski said he was not sure in whomever we hire will have the same expertise in determining the needs of the buyer. They are in the business of rehabbing these properties and determining what to do with them.

Chairperson Halverson said we have two different things at play. The backdrop of the needs assessment was for our information if we kept the building. All of the documentation that we have now will have to be disclosed.

Commissioner Schlice moved to amend the motion to do the needs analysis. Executive Director Ostrowski asked City Attorney Beveridge if we can do this based on the wording of the agenda item. City Attorney Beveridge said he did not believe so because you are now expending funds. You could direct staff to bring back an item.

Executive Director Ostrowski said he received an email from Alderperson Randy Stroik saying he thinks that we need to do the structural analysis before we can decide to renovate or sell, this will steer us in the best direction. Commissioner Molski asked if we already have the structural analysis. Chairperson Halverson said we have feedback from two different entities about the façade, not the structural analysis of the entire building. Executive Director Ostrowski said if you would like to add a structural component, this will be in addition. Executive Director Ostrowski said he could get a proposal for that component and bring it back to you if this is how you would like to proceed. Commissioner Adamski said he has never seen a seller get an inspection in his forty years. Commissioner Schlice said government entities are different.

Alderperson Phillips said he was the one who brought up the question about the cost of appliances and after speaking with Executive Director Ostrowski about the HVAC units he is satisfied with the estimate. The rest of the estimate seems right on.

Alderperson Phillips said he was on the fence at the last meeting about selling the property. When the financial projections were presented, it looked like we could make some money on the facility. This is why he voted to keep it. Looking at the new projections, he would definitely vote to sell it.

Commissioner Adamski said it seems that Commissioner Molski's take from the last meeting is that some of the other alderpersons feel the same way.

Chairperson Halverson said it does not make sense based on the loss that we are projecting with no subsidy. For us to fill the building it cannot be senior, or it needs to be less senior. Chairperson Halverson said the city has \$8 - \$10 million left in debt capacity, but we need to have \$4 - \$5 available at any time for East Park Commerce Center, and if you use \$3.2 million, then you really have no debt capacity. He said that there are not a lot of large or major projects, but we will need \$4.5 - \$5 million for the overpass, although the debt that we are retiring should cover that. The point is the debt capacity of the city is not endless and it needs to be prioritized where it goes. We need to have the biggest benefit for the greatest many.

Commissioner Schlice said he is not objecting to selling it but he feels it will be easier to do if we have all of the information.

Commissioner Adamski asked if we can take a vote to sell and make the decision about the needs assessment before the RFPs are issued.

Commissioner Sawyer asked what would happen if we made the proposal to sell and it went to the city council said we are not convinced, then we come back with the concept of the structural analysis to do that.

Commissioner Schlice said he would like to have the needs assessment to have the whole picture. He feels it is well worth the \$10,000 and politically it will give the council a fallback, outlining the reasons for selling it.

Chairperson Halverson we need to be clear and practical about what is going to happen. Edgewater Manor is damaged goods and the number that we were going to get for it without this being a known issue was low for this size of building. We will be lucky to get \$200,000 for the building and may only get a payment for the land. So the question is what are we going to gain by doing the needs assessment now as opposed to letting the buyer determine the needs, with a backdrop that they would be doing the renovations. Commissioner Schlice said he does not want to see anything come back and bite us later on. Commissioner Molski said they may look at doing it differently.

Alderperson Phillips said he would not want an inspection because what if they do find something and it is unsalable. Leave it up to them to find something. It is up to the person submitting the bid to have all their bases covered; it is a waste of money.

Commissioner Sawyer expressed concern that if we do a study and it does not pick up everything, do the buyers now come after us because we were the ones who did the study.

Commissioner Schlice said maybe we are better off tearing down the building and redevelop the land. Chairperson Halverson said his next comment was going to be if as part of the RFP you would also like responses for a vacant site on the river. If the property was leveled and cleared, what would the responses to the RFP be, and what proposals would we get.

Commissioner Adamski asked if the city staff could clear the building. Chairperson Halverson said no.

Commissioner Adamski asked how much it would be to raze the building. Chairperson Halverson said \$300,000. Commissioner Adamski said it does not make sense to spend more than \$300,000 on a property that you are likely not going to get \$300,000 for. Chairperson Halverson said yes it does. You are able to equalize the land to sell and you allow a \$6.5 million development to happen that you have no money into.

Commissioner Adamski asked if we are complicating the process by having a two tiered RFP. Chairperson Halverson said yes, but you will get more people looking at it.

Commissioner Sawyer asked how much control does the city have of the site if we are talking about it being demolished. Chairperson Halverson said we would have exclusive control with zoning and because we own it.

Commissioner Schlice said he would withdraw his amendment if we would include this within the RFP.

City Attorney Beveridge said it would be in order to release multiple RFPs.

City Attorney Beveridge asked if the redevelopment authority had available funds to raze the building. Director Ostrowski said we do not have \$300,000 on hand. Executive Director said you could draft an RFP for any and all possibilities, and not necessarily commit the authority to cover the cost of razing the building.

Commissioner Adamski said what is more important is the ability to expand the TIF district than the money. He said some of the owners who purchased property near the district will have a better opportunity to redevelop them if the district is expanded. This is more important than the dollars and cents we are talking about.

Commissioner Adamski said if we do them both at the same time; there is no reason that we have to accept the purchase one. Why not do them both and then cross that bridge when we get the proposals back.

Commissioner Molski amended her original motion to include any and all proposals for the building and land; seconded by Commissioner Adamski.

Executive Director Ostrowski asked if the commission wanted the RFP back in front of them for review, or just send it to the council. It was decided to send the request to the common council.

Motion carried 5-0.

7. Executive Director's update (informational purposes only).

Executive Director Ostrowski gave the following updates:

- One new tenant will be moving into Edgewater Manor, but another has indicated that they will be leaving.
- The phase 1 environmental assessment for the former Lullabye property is completed, and this allows us to now complete the grant application.
- The parking lot south of Great Lakes is near completion with only the landscaping really left to finish.

8. Adjourn.

Meeting adjourned at 5:03 PM.

Approved:

Andrew J. Halverson, Chairperson

Date

Attest:

Michael Ostrowski, Executive Director

Date

9:26 AM
07/24/14
Cash Basis

Edgewater Manor- Profit & Loss
July 2014

	Jul 14
Ordinary Income/Expense	
Income	
A/C Income	112.07
Cable Income	1,711.90
Rental Income	30,654.40
Fee Income	
Laundry	1,649.85
Total Fee Income	1,649.85
Total Income	34,128.22
Gross Profit	34,128.22
Expense	
Office Misc	50.00
Lawn Care	400.00
Management Fees	2,145.81
Repairs	
Building Repairs	6,682.53
Total Repairs	6,682.53
Supplies	
Maintenance	325.40
Total Supplies	325.40
Trash Removal	296.54
Utilities	
Water	123.00
Total Utilities	123.00
Total Expense	10,023.28
Net Ordinary Income	24,104.94
Other Income/Expense	
Other Income	
Other Income	
Security Deposit Collected	610.00
Total Other Income	610.00
Total Other Income	610.00
Net Other Income	610.00
Net Income	<u>24,714.94</u>

9:26 AM

07/24/14

Cash Basis

Edgewater Manor Security Deposits - Checkbook Register

As of July 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						0.00
Edgewater Manor Security Deposits						0.00
Check	7/24/2014		Edgewater Manor	21,712.94	21,712.94	21,712.94
Total Edgewater Manor Security Deposits					21,712.94	21,712.94
Total Chase - Trust Account					21,712.94	21,712.94
TOTAL					<u>21,712.94</u>	<u>21,712.94</u>

9:26 AM

07/24/14

Cash Basis

Edgewater Manor - Checkbook Register

As of July 31, 2014

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						34,107.92
Edgewater Manor						34,107.92
Deposit	7/1/2014			560.00	560.00	34,667.92
Deposit	7/1/2014			802.00	802.00	35,469.92
General Journal	7/1/2014			564.00	564.00	36,033.92
General Journal	7/1/2014			564.00	564.00	36,597.92
General Journal	7/1/2014			564.00	564.00	37,161.92
General Journal	7/1/2014			560.00	560.00	37,721.92
General Journal	7/1/2014			560.00	560.00	38,281.92
General Journal	7/1/2014			564.00	564.00	38,845.92
Deposit	7/1/2014			1,375.37	1,375.37	40,221.29
Deposit	7/1/2014			2,216.00	2,216.00	42,437.29
Deposit	7/1/2014			7,060.00	7,060.00	49,497.29
Deposit	7/1/2014			271.00	271.00	49,768.29
Check	7/2/2014	28425		-530.00	-530.00	49,238.29
Deposit	7/2/2014			265.00	265.00	49,503.29
General Journal	7/3/2014			27.00	27.00	49,530.29
Deposit	7/3/2014			3,942.00	3,942.00	53,472.29
Check	7/3/2014	28512	Candlewood Property Management	-1,881.53	-1,881.53	51,590.76
Deposit	7/3/2014			1,148.00	1,148.00	52,738.76
Check	7/3/2014	28486	Trigs	-25.00	-25.00	52,713.76
General Journal	7/5/2014			295.00	295.00	53,008.76
General Journal	7/5/2014			208.00	208.00	53,216.76
General Journal	7/5/2014			560.00	560.00	53,776.76
General Journal	7/5/2014			564.00	564.00	54,340.76
General Journal	7/5/2014			288.00	288.00	54,628.76
General Journal	7/5/2014			225.00	225.00	54,853.76
General Journal	7/5/2014			331.00	331.00	55,184.76
General Journal	7/5/2014			430.00	430.00	55,614.76
General Journal	7/5/2014			323.00	323.00	55,937.76
General Journal	7/5/2014			302.00	302.00	56,239.76
General Journal	7/5/2014			264.00	264.00	56,503.76
General Journal	7/5/2014			302.00	302.00	56,805.76
General Journal	7/5/2014			299.00	299.00	57,104.76
General Journal	7/5/2014			349.00	349.00	57,453.76
General Journal	7/5/2014			268.00	268.00	57,721.76
General Journal	7/5/2014			264.00	264.00	57,985.76
General Journal	7/5/2014			304.00	304.00	58,289.76
General Journal	7/5/2014			289.00	289.00	58,578.76
Deposit	7/7/2014			1,461.00	1,461.00	60,039.76
Check	7/7/2014	28750	USA Fire Protection, Inc.	-195.00	-195.00	59,844.76
Check	7/7/2014	28751	Stevens Point Water Dept.	-123.00	-123.00	59,721.76
Check	7/8/2014	28487	Wal-Mart	-25.00	-25.00	59,696.76
Deposit	7/9/2014			929.00	929.00	60,625.76
Check	7/9/2014	28805	H&S Protection Systems, Inc	-58.03	-58.03	60,567.73
Check	7/10/2014	28822	PerMar Security Systems	-4,045.00	-4,045.00	56,522.73
Check	7/10/2014	28823	Advanced Disposal	-296.54	-296.54	56,226.19
Deposit	7/11/2014			1,124.00	1,124.00	57,350.19
General Journal	7/15/2014			560.00	560.00	57,910.19
General Journal	7/15/2014			443.00	443.00	58,353.19
Deposit	7/15/2014			1,466.00	1,466.00	59,819.19
Deposit	7/17/2014			1,495.85	1,495.85	61,315.04
Deposit	7/18/2014			816.00	816.00	62,131.04
Check	7/21/2014	28950	Candlewood Property Management	-1,228.37	-1,228.37	60,902.67
Check	7/21/2014	28952		-494.00	-494.00	60,408.67
Deposit	7/22/2014			560.00	560.00	60,968.67
Check	7/24/2014		Edgewater Manor	-21,712.94	-21,712.94	39,255.73
Check	7/24/2014		Candlewood Property Management	-2,145.81	-2,145.81	37,109.92
Total Edgewater Manor					3,002.00	37,109.92
Total Chase - Trust Account					3,002.00	37,109.92
TOTAL					3,002.00	37,109.92

CITY OF STEVENS POINT

Bank Reconciliation Report

Page: 1

Jul 11, 2014 01:08PM

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)

June 30, 2014

Account: 24711101

Bank Account Number:

Bank Statement Balance:	75,886.40	Book Balance Previous Month:	76,784.52
Outstanding Deposits:	.00	Total Receipts:	1.88
Outstanding Checks:	.00	Total Disbursements:	900.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	75,886.40	Book Balance:	75,886.40

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 1 items Deposits Outstanding: 0 Items

Outstanding Checks

No outstanding checks found!

Checks cleared: 2 items Checks Outstanding: 0 Items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CITY OF STEVENS POINT

Journals - CDEDGE Journal for Redev Auth Edgewater

Page: 1

CASH DISB - EDGEWATER (CDEDGE)

Aug 05, 2014 10:17AM

Period: 6/30/2014 (06/14)

Report Criteria:

Total By Reference Number and Date

Journal Code: Journal Code = "CDEDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDEDGE						
1						
06/16/2014	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	50.00	
2						
06/16/2014	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		50.00-

Documents: 2 Transactions: 2

Total CDEDGE:

50.00

50.00-

Grand Totals:

50.00

50.00-

CITY OF STEVENS POINT

Bank Reconciliation Report

Page: 1
Jul 11, 2014 02:44PM

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)
June 30, 2014Account: 24611101
Bank Account Number:

Bank Statement Balance:	63,669.34	Book Balance Previous Month:	47,633.58
Outstanding Deposits:	.00	Total Receipts:	16,658.22
Outstanding Checks:	.00	Total Disbursements:	622.46
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	63,669.34	Book Balance:	63,669.34

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 7 items Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 2 items Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CITY OF STEVENS POINT

Journals - CRHTF Journal for Redev Auth HTF
 CASH RECEIPTING HTF (CRHTF)
 Period: 6/30/2014 (06/14)

Page: 1
 Jul 11, 2014 02:44PM

Report Criteria:

Total By Reference Number and Date
 Journal Code: Journal Code = "CRHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CRHTF						
06/03/2014	1	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		293.57
06/03/2014	2	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	293.57	
06/09/2014	3	VANGUARD TITLE - PAYOFF	246.49.00100.56	PRINCIPAL PAYMENTS		6,889.35
06/09/2014	4	CRABB PRINCIPAL PYMT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68
06/03/2014	5	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	7,058.03	
06/10/2014	6	BAIRD INTEREST	246.48.00100.51	INV. INTEREST REVENUE		1,289.50
06/10/2014	7	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,289.50	
06/24/2014	8	BAIRD INTEREST	246.48.00100.51	INV. INTEREST REVENUE		4,015.73
06/24/2014	9	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	4,015.73	
06/30/2014	10	POINT TITLE - SOLER/GILBERT PAYO	246.49.00100.56	PRINCIPAL PAYMENTS		4,000.00
06/30/2014	11	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	4,000.00	
06/30/2014	12	INTEREST FOR JUNE 2014	246.48.00110.56	INTEREST ON CHECKING ACCTS		1.34
06/30/2014	13	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1.34	
06/05/2014	14	BANK ERROR IN DEPOSIT	246.49.00100.56	PRINCIPAL PAYMENTS		.05
06/05/2014	15	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	.05	

Documents: 15 Transactions: 15

Total CRHTF:

16,658.22 16,658.22

Grand Totals:

16,658.22 16,658.22

CITY OF STEVENS POINT

Journals - CDHTF Journal for Redev Auth HTF
 CASH DISB - HTF (CDHTF)
 Period: 6/30/2014 (06/14)

Page: 1
 Jul 11, 2014 02:44PM

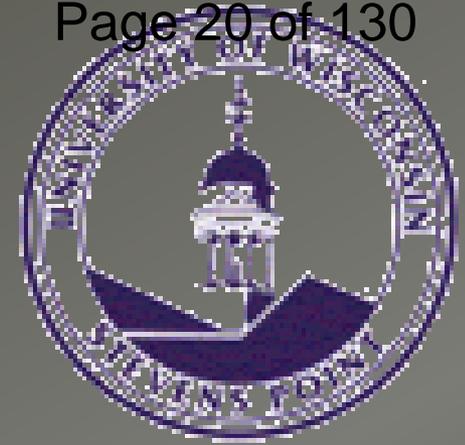
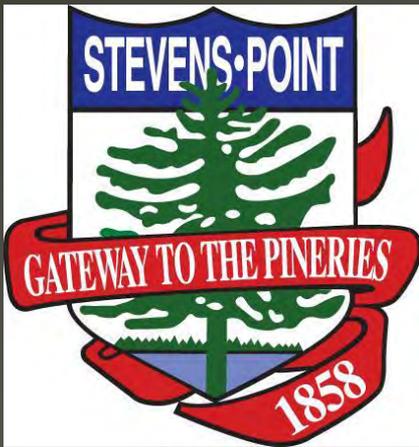
Report Criteria:

Total By Reference Number and Date
 Journal Code: Journal Code = "CDHTF"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
CDHTF						
06/16/2014	1	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	52.96	
06/16/2014	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		52.96-

Documents: 2 Transactions: 2

Total CDHTF:					52.96	52.96-
Grand Totals:					52.96	52.96-

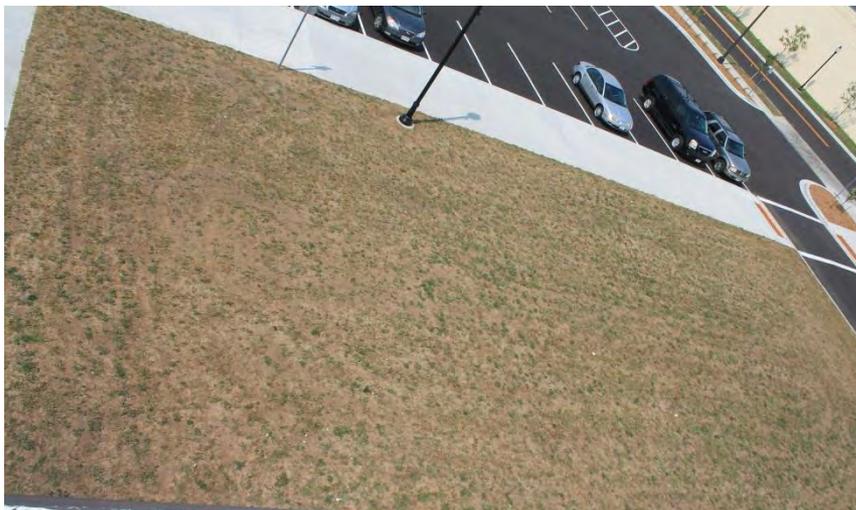


Designs for Downtown Greenspace



Land Use Planning Intern - Megan Hogfeldt

Actual Picture of Greenspace



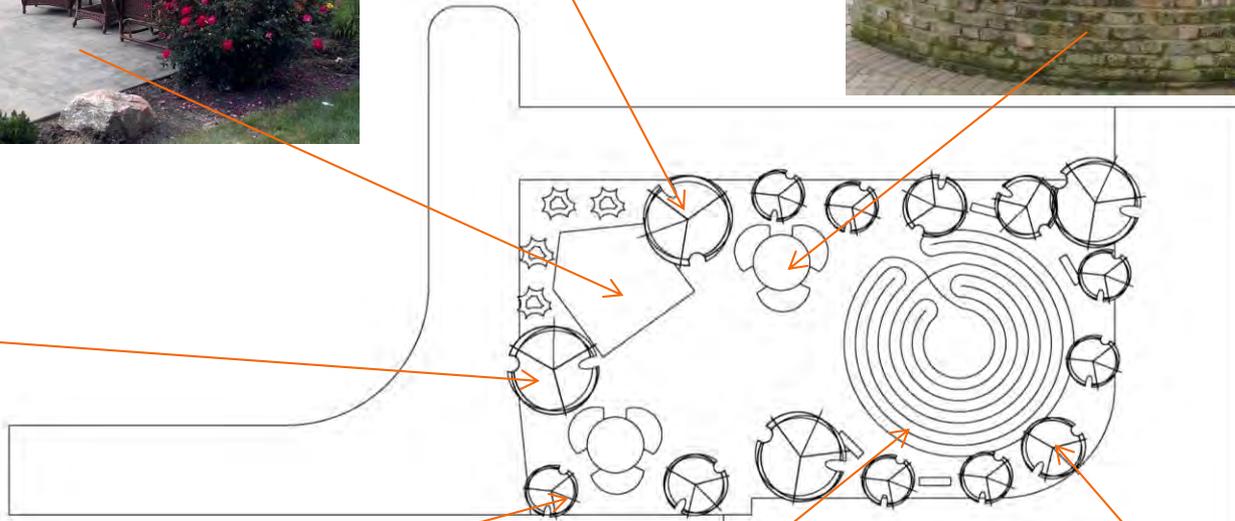
3-Zoned Sketch

#1



3-Zoned Model

#1



- ∞ Red/yellow Brick/mulch (labyrinth and garden beds) –
Lowe's or recycled brick
 - Katja Marquart, Associate Dean and Department Head of the Division of Interior Architecture, Assistant Professor UWSP – implementation of labyrinth

- ∞ Benches – Requisitioned by City via RFP

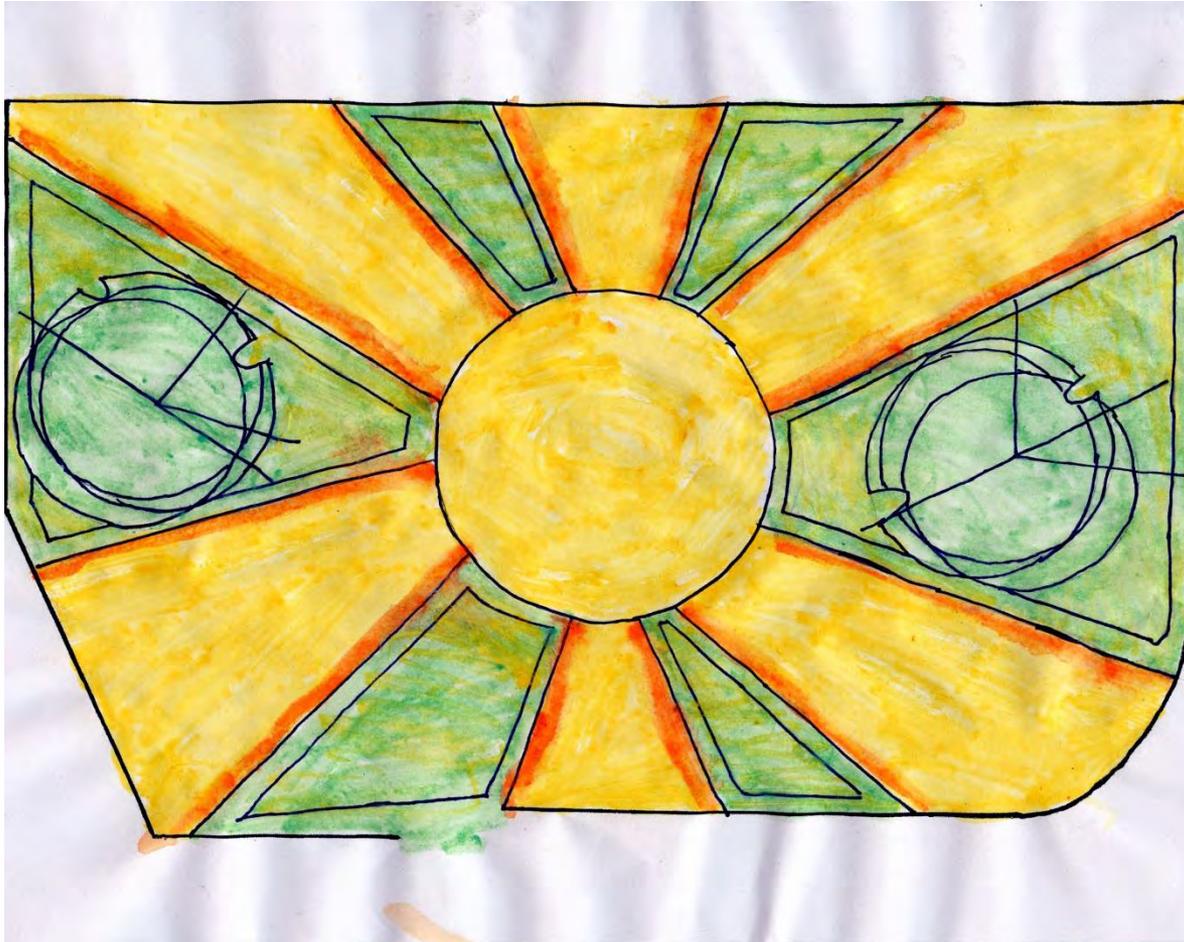
- ∞ Pergola – Eco-Building & Forestry

- ∞ Trees & Plants – Donation from businesses & use of city stock

- ∞ Compost Bin – Donated from Recycling Connections Corporation (RCC)

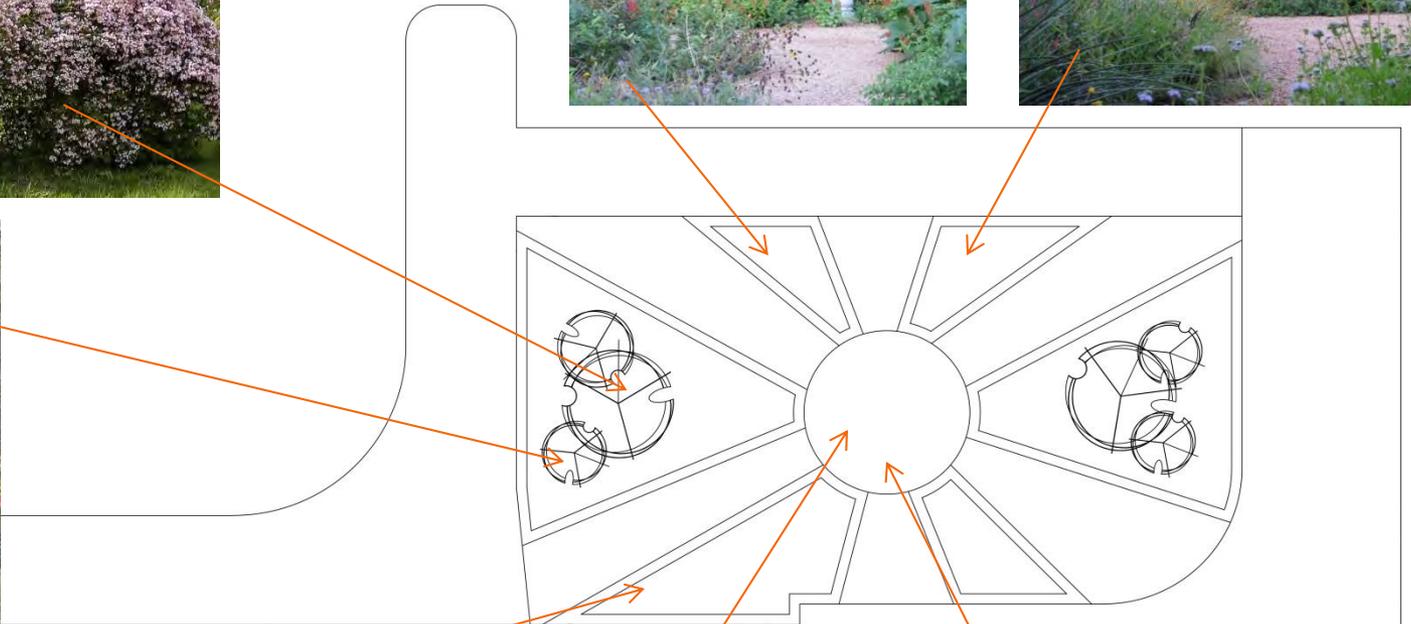
Sun Garden Sketch

#2



Sun Garden Model

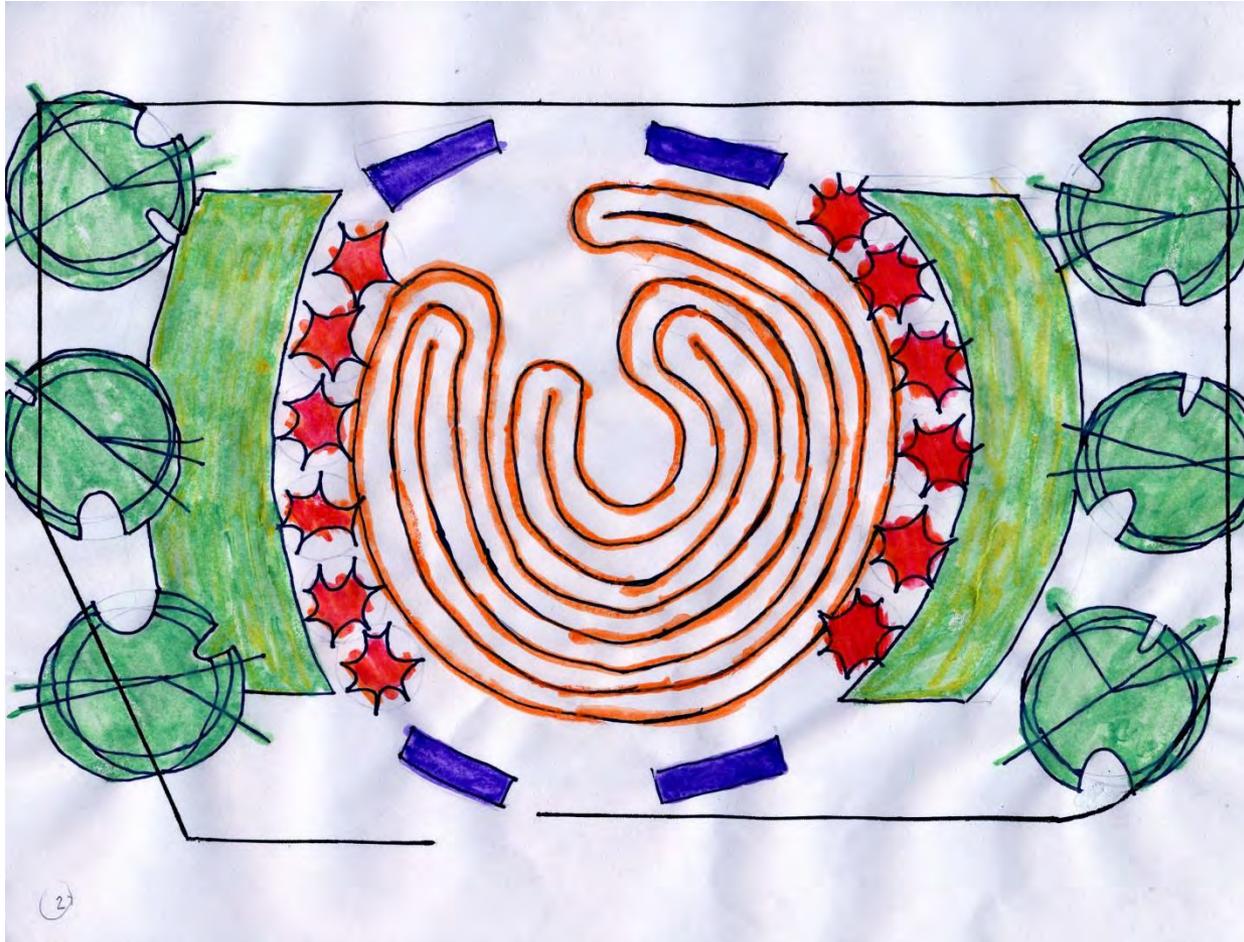
#2



- ∞ Red/yellow Brick/mulch (pathway & garden beds) – Lowe's or recycled brick
- ∞ Benches – Requisitioned by City via RFP
- ∞ Compost Bin – Donated from Recycling Connections Corporation (RCC)
- ∞ Trees & Plants – Donation from businesses & use of city stock

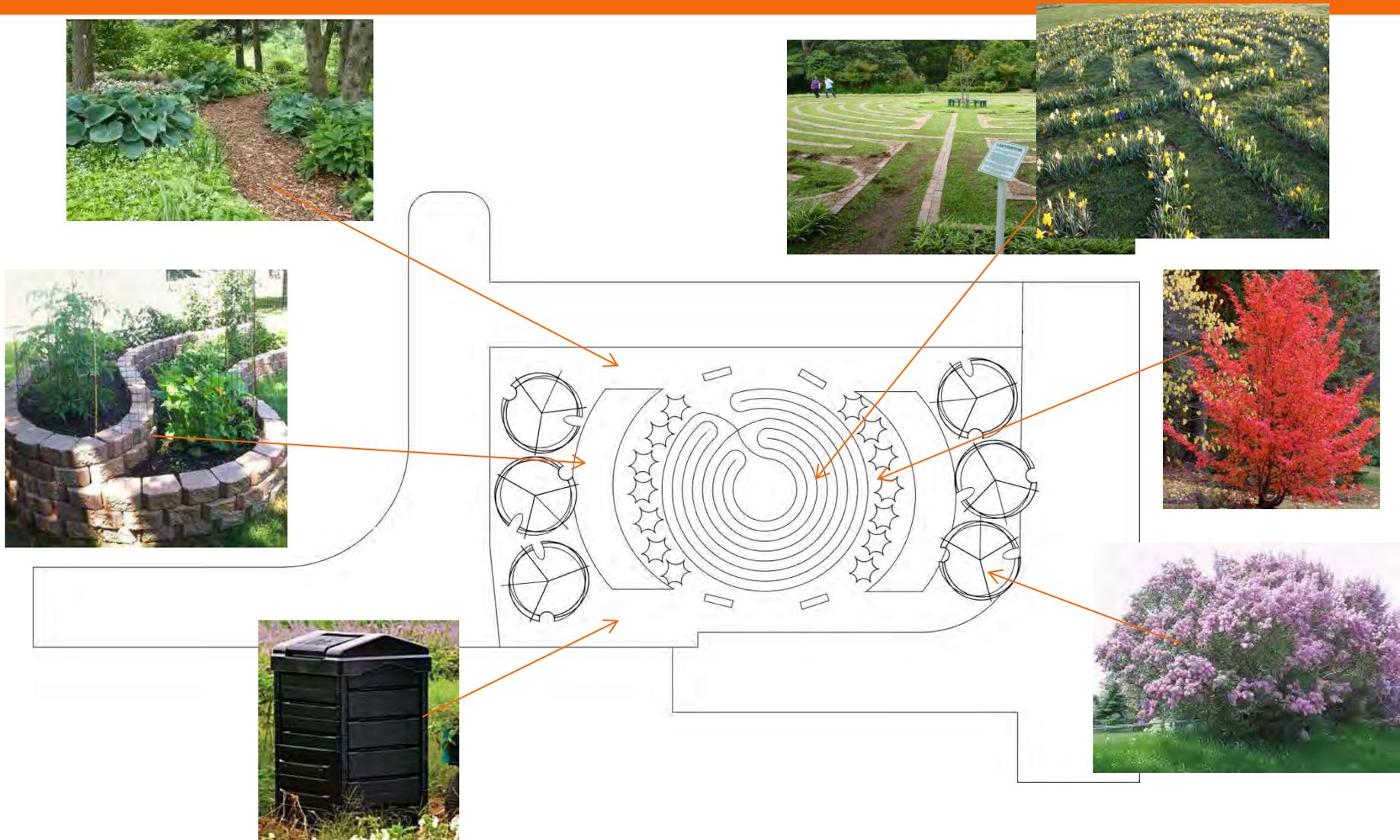
Labyrinth Garden Sketch

#3



Labyrinth Garden Model

#3



- ∞ Red/yellow Brick/mulch (labyrinth and garden beds) –
Lowe's or recycled brick
 - Katja Marquart, Associate Dean and Department Head of the Division of Interior Architecture, Assistant Professor UWSP – implementation of labyrinth

- ∞ Benches – Requisitioned by City via RFP

- ∞ Compost Bin – Donated from Recycling Connections Corporation (RCC)

- ∞ Trees & Plants – Donation from businesses & use of city stock

Signage for Greenspace

☞ Sun Garden:

- Sign that provides descriptions and logos of collaborating organizations (City of Stevens Point, Golden Sands RC&D Council, RCC, UWSP, Eco-Forestry & Building, & other donors).

☞ Labyrinth Designs:

- Interpretive sign that explains the design and provides descriptions and logos of collaborating organizations (City of Stevens Point, Golden Sands RC&D Council, RCC, UWSP, Eco-Forestry & Building, & other donors).





AECOM
 200 Indiana Avenue
 Stevens Point, Wisconsin 54481
 www.aecom.com

715 341 8110 tel
 715 341 7390 fax

July 7, 2014

Michael Ostrowski, Director
 Redevelopment Authority
 City of Stevens Point
 1515 Strongs Avenue
 Stevens Point, WI 54481

Subject: **Amendment No. 4 for Environmental Services
 Remedial Action - PCE Contaminated Soil
 SVE System Installation, Operation & Maintenance, and Monitoring
 Former Normington's Laundry
 Stevens Point, Wisconsin
 WDNR BRRTS No. 02-50-559480
 AECOM Project No. 60283711**

Dear Michael,

AECOM is submitting Amendment No. 4 to our initial proposal, dated December 12, 2012, to provide environmental services to the Stevens Point Redevelopment Authority (RDA) associated with the CenterPoint MarketPlace Redevelopment project. Our amended Scope of Services includes tasks associated with the remediation of tetrachloroethene (PCE) contaminated soil at the Former Normington's Laundry Site. Soil vapor extraction (SVE) will be used to remediate PCE contaminated soil in the source area at the site.

Background

The City is the owner and responsible party (RP) for the Former Normington's Laundry site located at the southeast corner of Centerpoint Drive and Water Street. The Former Normington's Laundry opened for business in the late 1950s and operated inside the North Side IGA grocery store. Dry cleaning equipment was used inside the laundry for an unknown period of time. The North Side IGA and Normington's Laundry were destroyed by fire in April 1975, after which dry cleaning operations permanently ceased on the site.

The amended Scope of Services was developed from the following:

- Site investigation results for soil borings, groundwater sampling and soil gas sampling conducted at the Former Normington's Laundry site obtained by AECOM through December 2013. The degree and extent of PCE contaminated soil and groundwater have been defined.
- PCE contaminated soil is present beneath the northwest corner of the new MSTC parking lot and extends beneath the adjacent intersection of Centerpoint Drive at Water Street. The area of the PCE soil plume is approximately 0.5 acre. PCE levels up to 8,270 micrograms per kilogram ($\mu\text{g}/\text{kg}$) are present and exceed Wisconsin's generic Residual Contaminant Level for the soil-to-groundwater pathway (RCL-gw) of 4.5 $\mu\text{g}/\text{kg}$.
- In May 2014, AECOM installed eight SVE wells and associated subgrade vacuum conveyance piping, well connections, and flush-mount surface completions within the PCE contaminated soil area (source area) at the site. The vacuum conveyance piping for each SVE well was stubbed out at the northwest corner of the new MSTC parking lot (formerly Municipal Lot No. 16).



Remedial Approach

A trailer-mounted (mobile) SVE system will be connected to the vacuum conveyance piping temporarily stubbed out in the new MSTC parking lot. Based on site investigation results and subgrade vacuum communication testing (i.e., pilot testing) performed beneath the new MSTC building, operation time for the SVE system to complete the PCE contaminated soil remediation is estimated to be 6 months. The actual period of operation will depend on analytical results for vapor emissions samples periodically collected from the SVE system exhaust and from soil confirmation samples collected from the site in the future. Pre-treatment of recovered PCE vapor will not be necessary and vapor emissions are anticipated be less than Wisconsin air quality regulatory limits. A site closure request will be submitted to the WDNR after soil confirmation sample results indicate residual PCE levels are consistently near or below the RCL-gw of 4.5 µg/kg.

Scope of Services

The proposed Scope of Services associated with this Amendment includes the following:

1. General and Pre-Field Activities, Mobile SVE System Installation

- a. Coordinate with City of Stevens Point and MSTC regarding site access and the work schedule.
- b. Provide and install a mobile SVE system to remove PCE vapors from the source area soil. The SVE blower (pump) will be powered by a 230 Volt, 3-phase electric motor and have an operating capacity of at least 500 standard cubic feet per minute (scfm).
- c. Contact Wisconsin Public Service (WPS) to request installation of a power drop to provide a separately metered source of electricity to run the mobile SVE system.
- d. Retain a subcontract, licensed electrician to make electrical connections necessary to power the mobile SVE system.
- e. Retain a subcontract driller to locate underground utilities and perform confirmation soil probe borings (direct-push method) after completion of soil remediation.
- f. Retain a Wisconsin Department of Natural Resources (WDNR) certified laboratory to analyze vapor emission samples and confirmation soil samples collected during the remedial action.
- g. Update the project-specific Safe Work Plan/Task Hazard Analysis (SWP/THA) for toxic/hazardous materials to cover remedial action services described herein, which shall apply to all personnel admitted to work on the project site. Other city and RDA representatives or contractors shall remain the responsible party for the safety, means, and methods of all construction activities other than those specifically controlled by the SWP/THA.

2. Mobile SVE System Operation & Maintenance, Air Emissions Monitoring

- a. Prepare an Operation and Maintenance Plan for the mobile SVE system used to treat the PCE contaminated soil. The plan will include instructions for operating and maintaining the system and monitoring volatile vapor emissions during soil treatment. A copy of the O&M Plan will be submitted to the WDNR and RDA.
- b. Operate and maintain the mobile SVE system for a period of up to six months and perform air emissions monitoring as follows:
 - 1) Collect exhaust stack samples from the mobile SVE system using the *Methanol Impinger Method* to periodically analyze VOC levels emitted to the atmosphere during startup and operation to monitor compliance with Wisconsin air quality regulations. The frequency of vapor emission monitoring will be performed in accordance with NR 419.07, Wisconsin Administrative Code, dated January 2012, as follows:



- Daily for the first three days of SVE system operation (startup, 3 samples)
 - Weekly for the next three weeks of SVE system operation (first month, 3 samples)
 - Monthly, thereafter, for up to five months of SVE system operation (second through sixth months, 5 samples)
- 2) Laboratory analyze the exhaust stack samples (a total of up to 11 samples) for VOCs using U.S. Environmental Protection Agency (EPA) Method 8260, normal turnaround.
 - 3) Record air flow rates and vacuum pressures generated by the mobile SVE system each month and make extraction rate adjustments as needed to maintain vapor emission levels below Wisconsin air quality standards.

3. Groundwater Sampling and Analysis (Annual)

- a. Contact NRT and Integrys to coordinate the field work schedule and access to monitoring wells associated with the former Stevens Point MGP site during NRT's October 2014 groundwater monitoring event. Sampling will be limited to monitoring wells where PCE exceeded the NR 140 Enforcement Standard (ES) and/or the Preventive Action Limit (PAL) in October 2013.
- b. Collect one set of groundwater samples using a low-flow method from up to 3 monitoring wells, 1 temporary well, and 1 piezometer (a total of up to 5 wells) associated with the former Stevens Point MGP site, including:
 - 1) OW14, OW15 and OW18
 - 2) TW2
 - 3) PZ14B
- c. Collect one set of groundwater samples using a low-flow method from a total of up to 2 monitoring wells next to the Stevens Point Journal Building, including:
 - 1) MW-1 and MW-4
- d. Laboratory analyze the entire set of groundwater samples (a total of up to 7 samples plus 1 duplicate sample) for VOCs (EPA Method 8260).
- e. Measure stabilized groundwater levels in the monitoring wells and piezometers during the groundwater monitoring event. Estimate the groundwater flow direction and gradient based on water level measurements.
- f. Containerize and dispose of the well purge water at a regional municipal waste water treatment facility.

Additional Assumptions

Assumptions or conditions associated with this amended Scope of Services include the following:

1. The mobile SVE system used to treat the PCE soil vent piles on Mason Street will be transferred to the Former Normington's Laundry site for use in remediating PCE contaminated soil.
2. There is 230 Volt, 3-phase electrical service available in the immediate vicinity of the site.
3. Utility charges for electrical service usage are not included with this Amendment and will be paid by the Stevens Point RDA or City of Stevens Point.
4. AECOM can split groundwater samples with NRT during the groundwater monitoring event at the former Stevens Point MGP site in October 2014.



5. Post-remediation services associated with confirmation soil borings, groundwater monitoring, remedial action reporting, regulatory closure assistance, remediation system decommissioning, and well abandonment will be covered by a subsequent amendment at a later date.

Schedule

It is anticipated that this project will proceed according to the following schedule:

- | | |
|--|--------------------|
| 1. Field Work (Annual Groundwater Monitoring) | October 2014 |
| 2. Field Work (Mobile SVE System Installation and Startup) | April 2015 |
| 3. Field Work (System O&M and Air Emissions Monitoring) | May – October 2015 |

Cost Estimate and Authorization to Proceed

AECOM will perform the services described above on a time-and-material basis, in accordance with the commercial terms and rates approved under our original proposal for this project, dated December 12, 2012, attached hereto. Our fee for these services shall not exceed the following:

Prior Contract Price	\$144,000
Estimated Increase by this Amendment	<u>\$43,000</u>
Revised Estimated Contract Price	\$187,000

For informational purposes, the estimated increase by this Amendment is broken down as follows:

1. Consulting Services	\$25,600
2. Subcontract WPS/Electrician Services (power drop & meter)	\$5,000
3. Subcontract Laboratory Analytical Services	\$1,600
4. Equipment Rental (mobile SVE system – 6 months)	<u>\$10,800</u>
Total	\$43,000

If additional services are required, which would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding. AECOM is prepared to undertake this project upon receipt of your written authorization to proceed.

The Stevens Point RDA can authorize AECOM to proceed with the work described in this Amendment by signing and returning the enclosed Authorization to Proceed form at your earliest convenience.

We appreciate this opportunity to assist the Stevens Point Redevelopment Authority with this project. If you have any questions regarding this Proposal or if you need additional assistance, please call David Senfelds at (715) 342-3039 or Kyle Wagoner at (715) 342-3038.

Sincerely,

Kyle W. Wagoner, P.G., CHMM
Project Manager
kyle.wagoner@aecom.com

David S. Senfelds, P.E., CHMM
Manager, Environmental Services
david.senfelds@aecom.com

Enclosures: As Noted

AECOM Technical Services, Inc.
200 Indiana Avenue, Stevens Point, WI 54481
T 715-341-8110 F 715-341-7390



Authorization to Proceed

I hereby authorize AECOM Technical Services, Inc. (AECOM) to proceed with the Scope of Services for the Former Normington's Laundry Site for the Stevens Point Redevelopment Authority as described in AECOM's Amendment No. 4 to Project No. 60283711, dated July 7, 2014, with a budget authorization of \$43,000.00 under the attached General Conditions Form 102 (01/12) and the Commercial Terms Form.

Signature

Date

Print Name

Title/Organization

I agree to accept invoices from AECOM via email and not postal mail:

Yes

Signature: _____

Email address: _____

Recipient Mr./Ms.: _____

Return to:

Name: Kyle Wagoner, Project Manager

Address: AECOM

200 Indiana Avenue

Stevens Point, WI 54481

Fax: (715) 341-7390

Phone: (715) 342-3038

p:\60283711\100_contract\modifications\authorization_to_proceed_amend_4.docx



Commercial Terms Time and Materials Agreement

Effective January 1, 2012

SCOPE OF SERVICES – AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis.

BILLING RATES

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are based on the actual salary of individuals providing service under this Agreement, plus overhead and profit. Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

STAFF CATEGORY	RATE/HOUR
Technician I, Project Administrator I	\$40 - \$65
Data Administrator I, Technician II	\$45 - \$70
Project Controls I, Scientist I, Project Administrator II, Construction Mgmt I	\$50 - \$80
Scientist II, Engineer I, Data Administrator II, Construction Mgmt II, Technician III	\$70 - \$105
Project Controls II, Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III	\$80 - \$120
Project Manager I, Scientist IV, Engineer III, Construction Mgmt III	\$100 - \$140
Scientist V, Engineer IV	\$120 - \$165
Project Director I, Project Manager II, Construction Mgmt IV	\$135 - \$180
Project Director II, III, IV, Engineer V	\$150 - \$195

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates to the extent the employee works more than 40 hours per week for Client.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 100% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided herein.

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Subcontract Services such as laboratory analytical, drilling, direct-push sampling, engineering, and other specialized Services will be computed on the basis of actual cost plus a five percent (5%) fee. Cost for use of field equipment, safety equipment, and field sampling equipment will be billed in accordance with AECOM's Equipment Rate Schedule. Costs for equipment purchased for a project with advance authorization are computed on the basis of actual cost plus a five percent (5%) fee. Travel and travel-related expenses will be billed in accordance with current Federal Acquisition Regulation (FAR) approved rates, which are subject to revision in accordance with FAR directives. The current FAR approved rate for vehicle use as of January 1, 2012, is \$0.51 per mile. Per diem costs will be charged in accordance with Federal Per Diem Rates. All other internal/general office expenses (telephone, facsimile, etc.) are included in overhead and will not be billed separately.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms and the attached General Conditions Form 102 (01/12) govern the performance of the Services and rights and obligations of the parties.

City of Stevens Point

L:\group\env\Contracting\Stevens_Point\Commercial_Terms_2012_T&M_Multiplier_5912.docx

Effective January 3, 2012

1. ACCESS. Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.

2. CLIENT INFORMATION. Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.

3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.

4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients. This shall not prevent Client from complying with the open records statute, Section 19.85, Wisconsin Statutes.

5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, AECOM shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product, and Client shall indemnify, defend and hold AECOM harmless from any and all such claims or damages.

6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.

7. INDEMNITY. AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

8. CHANGES. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.

9. REMEDIES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend AECOM from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM; it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.

11. INDEPENDENT CONTRACTOR. AECOM's Services are performed as an independent contractor.

12. FORCE MAJEURE. AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment.

13. LIMITATIONS OF LIABILITY. To the greatest extent allowed by law, Client agrees that AECOM's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services or the Site, shall be limited to the insurance limits specified in Section 6 (Insurance) above. The parties agree that in any dispute over the terms of this Agreement or any issue arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Such efforts shall include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. The parties agree that before either party commences an action against the other party, they will consider the use of alternate forms of dispute resolution, including mediation (or arbitration if both parties agree to arbitrate the dispute). Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, AECOM reserves the right to suspend its Services hereunder and shall so timely notify Company.

14. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes. Any samples obtained pursuant to the Services are to remain property of the Client.

15. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13 & 14 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

City of Stevens Point
L:\group\env\Contracting\Stevens_Point\General_Conditions_Environment_5912.docx

September 12, 2013

CITY OF STEVENS POINT

PARKING LOT 16 TREE PLANTING QUOTE

The City of Stevens Point Forestry Department is seeking quotes for a tree planting project for the new City Parking Lot 16 in Stevens Point, WI. Plants are for landscaping of a new parking lot being built in downtown Stevens Point, which is scheduled to be completed by June 13, 2014. Parking Lot 16 is on the east side of Strongs Avenue about 200 yards south of Centerpoint Drive.

Proposal Form

All quotes shall be made on the attached proposal forms. Those submitting quotes must submit prices for in both words and figures. In case of discrepancy, written words shall prevail. Prices shall be given by tree price, planting price, and total price.

Award of Contract

Contract will be awarded to the lowest, responsible, qualified quote whose proposal complies with the requirements. Contractor should quote on the services that they provide or materials that they have. The Purchaser reserves the right to reject any and all proposals, and to accept the quote most advantageous to them.

Examination of Plans, Specifications and Sites

Those submitting quotes may examine all plans, specifications and sites. No deviation from specifications will be allowed without written consent from the City Forester prior to award of contract. Failure to fully examine project sites and work requirements will not relieve bidder from performing work as per plans and specifications.

Insurance and Worker's Compensation

The Contractor shall furnish evidence of Worker's Compensation, public liability and property damage insurance. Limits of insurance shall be as follows: Minimum amounts of \$1,000,000 bodily injury and \$500,000 property damage including both injury and property damage caused by vehicles and machinery. A certificate of insurance shall be filed with the Stevens Point Parks Department, 2442 Sims Avenue, Stevens Point WI 54481.

Inspection and Payment

The Purchaser shall inspect work periodically to insure that all specifications are adhered to. In no case shall the final payment be made until the Contractor has complied with all requirements set forth and the Purchaser has made final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily complete per plans, specifications, and ready for Purchaser acceptance.

Completion

All work shall be completed by July 1st, 2014 unless otherwise approved as noted in project specifications.

Questions

All questions regarding these specifications shall be directed to City Forester (Todd Ernster) at Stevens Point Forestry Dept, 2442 Sims Avenue, Stevens Point, WI 54481

Phone: 715-346-1532

1. Scope

A. These specifications, including drawings and plant materials lists, apply to those items necessary for and incidental to the execution and completion of planting as indicated herein.

B. All labor, supervision, equipment, materials, and supplies necessary for the execution of the work shall be provided for by the Contractor at no additional cost to the Purchaser.

C. Reasonable care shall be exercised during excavation, planting, filling, grading, and cleanup, to protect from damage all existing trees, shrubs, and other specified vegetation, and other site features, improvements, structures, and utilities.

2. Applicable Specifications and Standards

A. *American Standard for Nursery Stock, ANSI Z60.1*, current edition. American Nursery and Landscape Association, 1000 Vermont Ave. NW, Suite 300, Washington, D.C.20005

B. *Index of Garden Plants: The New Royal Horticultural Society Dictionary*. By Mark Griffith. 1994. Timber Press, Inc. Portland OR.

C. *American National Standard for Tree Care Operations, ANSI A300* -most current edition. International Society of Arboriculture, PO Box 3129, Champaign IL 61826-3129.

3. Planting Season

A. Planting shall be done within the following dates: June 13 to July 1, 2014

B. If special conditions exist that warrant a variance in the above planting dates, a written request shall be submitted by the Contractor to the City Forester stating the special conditions and the proposed variance. Permission for the variance will be granted at the discretion of the Purchaser.

4. Materials

A. A complete list of plants, including a schedule of quantities, sizes, and other requirements is included.

The Contractor shall furnish a written list of the proposed sources of nursery stock. Such a list shall be furnished with completed quote documents. Such list may not be added to or altered without the consent of the Purchaser. All plant material shall conform to ***American Standard for Nursery Stock***. Plants shall be true to species and variety specified and nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least 2 years. They shall have been freshly dug (during the most recent favorable harvest season). Plants shall be so trained in development and appearance as to be unquestionably superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adults eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged, cut, or crooked leader, included bark, abrasion of bark, sunscald, disfiguring knots, insect damage, mold, prematurely

opened buds, or cuts of limbs over 3/4 inch (2 cm) diameter that are not completely callused are cause for rejection.

Balled and burlapped plants shall be dug with solid balls of standard size, the balls securely wrapped with non-synthetic, untreated, biodegradable burlap, and tightly bound with non-synthetic, biodegradable rope or twine. Alternatively they may be placed in wire basket lined with non-synthetic, untreated, biodegradable burlap and tightly bound with non-synthetic, biodegradable rope or twine. Root collar shall be apparent at surface of ball. Bare root plants shall have a healthy, well branched root system characteristic of the species and with adequate spread.

Containerized plants shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants shall not be pot bound, nor have kinked, circling, or bent roots. Root collar shall be apparent at surface of ball.

Plants shall conform to the measurements specified, except that plants larger than those specified may be used if approved by the Purchaser. Use of larger plants shall not increase the contract price nor allow the Contractor to use smaller than specified material on other plants. If larger plants are approved, the root ball, root spread, or container shall be increased in proportion to the size of the plant.

Caliper measurements shall be taken on the trunk 6 inches (15 cm) above the root collar for trees up to 4 inches (10 cm) in caliper, and 12 inches (30 cm) above the root collar for trees over 4 inches (10 cm) in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to branch tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size, and no less than 50 percent of the plants shall be as large as the maximum size specified.

Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.

Substitutions of plant materials will not be permitted unless authorized in writing by the Purchaser. If proof is submitted, substantiated in writing, that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

B. All plants shall be labeled by size and scientific plant name as listed in the current edition of *Index of Garden Plants*. Labels shall be attached securely to all plants, bundles, and containers of plant materials when delivered. Plant labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

C. Mulching material shall consist of aged or composted wood chips or shredded bark and shall be free of material injurious to plant growth. Wood chips shall be 1/8 inch nominal thickness with at least 50 percent having an area of not less than 1 square inch and no piece having an area of more than 6 square inches.

D. Water shall be provided by the Contractor and be suitable for irrigation and free from ingredients harmful to plant life.

E. Trunk wrapping material, if specified, shall be perforated drainage tubing or similar material approved by the Purchaser, large enough in diameter to prevent abrasion of the trunk and to allow air circulation between the tubing and the trunk.

F. Guying and staking materials, if specified, shall be as follows. Stakes shall be 6' to 8' long sections of unflanged metal or 2" x 2" hardwood. Support ties shall be 2" or wider bands of polypropylene, or elasticized or webbed strapping. Ground anchors shall be arrowhead shaped earth anchors of malleable iron castings, aluminum castings, or stamped steel.

5. Certification

A. All plant materials, shipments, and deliveries shall comply with state and federal laws and regulations governing the inspection, shipping, selling, and handling of plant stock. A certificate of inspection, or a copy thereof, for injurious insects, plant diseases, and other plant pests shall accompany each shipment or delivery of plant material. The certificate shall bear the name and address of the source of the stock.

6. Selection and Tagging

Plants may be subject to inspection for conformity to specification requirements and approval by the Purchaser at their place of growth prior to award of bid.

Plants shall be inspected upon delivery, and the Purchaser reserves the right to reject any plants that do not meet the standards or that have been damaged during shipment. Such approval shall not impair the right of inspection and rejection during progress of the work.

A Contractor's representative shall be present at all inspections.

The Purchaser shall be the sole judge of acceptability of stock at any time during the course of this contract.

7. Digging and Handling Plant Materials

A. Plants to be balled-and-burlapped shall be dug with firm, natural balls of earth of diameter not less than that recommended in the current edition of *American Standard for Nursery Stock*, and of sufficient depth to include fibrous and feeding roots. The root collar shall be within the top 2" of the soil ball. Balled and burlapped plants with manufactured balls or balls that are dry, cracked, or broken before or during planting operation will not be accepted.

8. Transportation and Storage of Plant Material

A. Fresh dug material is given preference over plant material held in storage. Plant material held in storage will be rejected if excessive growth or dieback of branches has occurred in storage.

B. Branches shall be tied with rope or twine only, and in such a manner that no damage will occur to the bark or branches.

C. During transportation of plant material, the Contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City Forester may reject the injured tree(s) and order them replaced at no additional cost to the Purchaser.

D. Plants must be protected at all times from sun or drying winds; Those that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil covered with wood chips or other acceptable material, and kept well watered. Plants shall not remain unplanted any longer than 3 days after delivery without permission from the purchaser. Plants shall not be bound with wire or rope at

any time so as to damage the bark or break branches. Plants shall be lifted and handled with suitable support of the soil ball to avoid damaging it.

9. Delivery

A. Quote prices shall include delivery to the Purchaser's receiving site located at 2442 Sims Avenue, Stevens Point WI 54481 or site agreed upon with contractor and City Forester. All trees shall be delivered to the specified site before July 1, 2013.

B. Plant materials shall not be shipped C.O.D., and any shipment so made will be refused by the Purchaser.

C. The Contractor shall give the Purchaser notice of delivery time 3 days prior to delivery.

10. Excavation of Planting Areas

A. The Purchaser will mark with paint all planting areas. The Contractor will notify Digger's Hotline to verify location of underground utilities before excavation begins. The Contractor shall be responsible for assuring that utility marking is complete before excavation begins. The Contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.

B. The Contractor shall excavate planting areas as marked on site. Excavation may be done by shovel, backhoe or stump grinder. If a soil auger is to be used, sides of the hole shall be scarified to prevent glazing.

C. The planting hole shall be 1.5 to 2 times the diameter of the soil ball.

The soil pad on which the soil ball or root ball will be placed shall be of undisturbed soil. The depth of the pad shall correspond to the distance from the bottom of the soil ball to the root collar, or slightly less. Glazed planting hole surfaces shall be sufficiently roughened prior to backfilling. *Note: The root collar is the area where the roots join the trunk. For most trees in native settings, the root collar is just below the soil surface, though it may be 1-5" lower for oak, hickory and pear. With bare root trees the root collar's location is obvious. With nursery grown B&B trees the root collar is rarely visible often being several inches below the surface of the soil ball. This depth can be determined by checking the depth in the nursery before the trees are harvested; or by using a wire and gently probing the ball to find the major roots; or by estimating, knowing that the roots will likely be about 4" below the swelling at the base of the trunk. This swelling is caused by either a graft union or cutting back of a rooted cutting.*

D. Excavated planting holes that will be left open when work is not in progress or pose an immediate and considerable hazard to pedestrians or vehicles shall be adequately barricaded with appropriate warning devices.

E. The Contractor shall notify the Purchaser, in writing, of soil conditions or other obstructions the Contractor considers detrimental to tree growth. Such conditions shall be described, as well as suggestions for correcting them. Proper water drainage must be assured.

F. Where soil conditions or below ground obstructions which cannot be remedied are encountered, the Purchaser shall designate alternate planting locations. The Purchaser shall bear any costs associated with such relocation.

11. Planting Operations

- A. Plants must be protected from excessive vibrations. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or foliage parts in a manner that will loosen the roots in the ball.
- B. Plants shall be set with the top of the root collar at or slightly above finished grade. Plants must be centered in the hole and set plumb. Plants shall be set so that they will be at the same depth 1 year after planting. Distance tree is to be planted from edge of sidewalk or curb will be noted on planting list provided prior to start of work.
- C. For plants in plastic, metal or biodegradable containers, the container shall be removed before planting. If roots are crowded or coiled on the bottom, sides, or surface of the root ball, they shall be gently separated from the edges or surface.
- D. Removal of ropes, strings, wire baskets, burlap, and other wrappings from B&B plants.**
After the plant has been set and one half of the backfilling completed to support the ball, ropes, strings, wire baskets, burlap, and other wrappings shall be removed from the top one-half of the ball. The balance of the wrappings may be left intact around the bottom half of the ball. If the root collar is deep in the ball, remove excess soil away from the trunk using hands, not tools.
- E. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, they shall be thoroughly watered to eliminate air pockets. After this initial watering, excavated soil shall be installed to the top of the hole and watered. Prevent puddled soil conditions by avoiding compaction once the soil is wet. If burlap and wrappings are not removed they must be covered with soil.
- F. Planting areas shall be finish-graded to conform to drawings after full settlement has occurred.
- G. All plants shall be mulched over the root system with a 3-4-inch layer of aged wood chips or bark immediately after planting. Mulching material shall be pulled back no less than 3" and no more than 6" from the trunk.
- J. Plants shall be thoroughly watered immediately after planting.
- H. All twine, rope, transit guards or wrappings, and plant labels secured around the trunk or branches shall be removed after planting is completed.

12. Guying, Staking, Wrapping, and Pruning

- A. Only trees so designated shall be staked and guyed. Ties made of approved material shall be attached directly to the stakes or may be attached to stakes by wire. In no case shall the wire extend around the tree trunk. Ties should be attached loosely enough to allow a small amount of play in the trunk. For drooping stems, ties shall be placed at the point on the stem at which the top can stand up on its own. Stakes shall be driven outside the root ball.
- B. Double leaders, dead branches and any branches damaged or broken during the planting process shall be the pruned. This shall be the only pruning allowed at planting. Pruning shall conform to ***American National Standard for Tree Care Operations, ANSI A300.***

13. Cleanup

A. Soil, branches, binding and wrapping material, rejected plants, or other debris resulting from any tree planting shall be promptly cleaned up and removed. The work area shall be kept safe and neat at all times until the cleanup operation is completed. Under no condition shall the accumulation of soil, branches, or other debris be allowed upon a public property in such a manner as to result in a public hazard.

14. Acceptance

A. The Purchaser shall perform an inspection with the Contractor of all plant material after the original planting to note and correct any discrepancies.

B. Acceptance of plant material by the Purchaser shall be for general conformity to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformity to the contract documents, including correct species.

C. Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Purchaser, the Purchaser shall certify in writing that the work has been accepted. Any plant work so accepted will be paid within 30 days at the contract quote price, unless previously negotiated otherwise.

D. Work may be accepted in parts when the Purchaser and Contractor deem that practice to be in their mutual interest. Approval must be given in writing by the Purchaser to the Contractor verifying that the work may be completed in parts. Acceptance of work in parts shall not waive any other provision of this contract.

15. Final Inspection and Acceptance

Upon completion and reinspection of all repairs or renewals necessary in the judgment of the Purchaser at that time, the Purchaser shall certify, in writing, that the project has received final acceptance.

16. Payment

Payment shall be made to the Contractor as follows:

Upon successful completion of project, Contractor shall submit invoice for payment. Purchaser shall pay bill within thirty (30) days of receiving bill.

17. Acceptance of Quotes

Quotes will be accepted until October 11th, 2013 at 4:00 PM. Quotes must be received by this date and time at the Stevens Point Parks and Forestry Dept., 2442 Sims Avenue, Stevens Point, WI – Quotes can be faxed at 715-346-1582

TREE TOTALS

TREE SPECIES	NUMBER	COST
Accolade Elm – <i>Ulmus japonica x wilsoniana</i> 'Morton' 2" B&B	4	
Espresso Coffeetree – <i>Gymnocadus dioicus</i> 'Espresso' 3" B&B	6	
Ginkgo 'Magyar' – <i>Ginkgo biloba</i> 'Magyar' 2" B&B	5	
Bur Oak – <i>Quercus macrocarpa</i> 2" B&B	1	
Firespire Muscledwood – <i>Carpinus caroliniana</i> 'J.N. Upright' 2" B&B	3	
Fall Fiesta Sugar Maple – <i>Acer saccharum</i> 'Bailsta' 1.5" B&B	1	
Autumn Blaze Pear – <i>Pyrus calleryana</i> 'Autumn Blaze' 2" B&B	4	
Regal Prince Oak – <i>Quercus robur</i> 'Fastigata x <i>bicolor</i> ' 2" B&B	1	
Mountbatten Juniper – <i>Juniperus chinensis</i> 'Mountbatten' 3' tall B&B	9	
Karl Foerster Feather Reed Grass – <i>Calamagrostis</i> <i>acutiflora</i> 'Karl Foerster'	31	
Summer Wine Ninebark – <i>Physocarpus Opulifolius</i> 'Seward'	12	
Total		

Installation of Plants	COST
Installation includes – calling diggers hotline, digging the holes, planting trees, applying first watering, mulch ring, cleanup of all debris (if all garbage is separated from soil the city has a location for soil to be dumped by contractor)	

TOTAL COST OF TREE SPECIES & INSTALLATION OF PLANTS	COST
--	-------------

EXTRA

Staking of trees if needed. Give as cost as per tree.	COST
One year guarantee on all trees.	COST

EGL LANDSCAPING, INC.
MCKAY NURSERY REP.
 7668 Rolling Hills Rd.
 Custer, WI 54423
 715-592-4284

592-4797

572-5635

www.egllandscaping.com

TREE TOTALS

TREE SPECIES	NUMBER	COST
Accolade Elm - <i>Ulmus japonica x wilsoniana</i> 'Morton' 2" B&B <i>New Horizon</i>	4	680 ⁰⁰
Espresso Coffeetree - <i>Gymnocadus dioica</i> 'Espresso' 3" B&B <i>Kentucky Coffeetree</i>	6	1560 ⁻
Ginkgo Magyar - <i>Ginkgo biloba</i> 'Magyar' 2" B&B <i>Autumn Gold</i>	5	750 ⁻
Bur Oak - <i>Quercus macrocarpa</i> 2" B&B	1	189 ⁻
Fire Spire Muscledwood - <i>Carpinus caroliniana</i> 'J.N. Upright' 2" B&B <i>American Hornbeam</i> 1 1/2"	3	390 ⁰⁰
Fall Fiesta Sugar Maple - <i>Acer saccharum</i> 'Bailista' 1.5" B&B	1	130
Autumn Blaze Pear - <i>Pyrus calleryana</i> 'Autumn Blaze' 2" B&B <i>Cleveland Select</i>	4	616
Regal Prince Oak - <i>Quercus robur</i> 'Fastigata x bicolor' 2" B&B	1	184 ⁻
Mountbatten Juniper - <i>Juniperus chinensis</i> 'Mountbatten' 3' tall B&B	9	450
Karl Foerster Feather Reed Grass - <i>Calamagrostis</i> <i>acutiflora</i> 'Karl Foerster'	31	263.50
Summer Wine Ninebark - <i>Physocarpus Opulifolius</i> 'Seward' Cord #3 -	12	228.00
Total		100.00 5436.50 5540.50

Installation of Plants	COST
Installation includes - calling diggers hotline, digging the holes, planting trees, applying first watering, mulch ring, cleanup of all debris (if all garbage is separated from soil the city has a location for soil to be dumped by contractor)	3325 ⁻ 4825

Availability Subject to Prior Sale

10/11/2013
 Chuck E

TOTAL COST OF TREE SPECIES & INSTALLATION OF PLANTS	COST \$ 8865.50 10365.50
---	-----------------------------

56
90
10.511

EXTRA

Staking of trees if needed. Give as cost as per tree.	COST \$ 20 @ .40
One year guarantee on all trees.	COST \$ 752 1000

+ 1000

+ 1040

12551

10/11/2013 *Chuck Egle*

EGLE LANDSCAPING, INC.
 MCKAY NURSERY REP.
 7668 Rolling Hills Rd.
 Custer, WI 54423
 715-592-4284
 www.eglelandscaping.com

TREE TOTALS

TREE SPECIES	NUMBER	COST
Accolade Elm – <i>Ulmus japonica x wilsoniana</i> 'Morton' 2" B&B	4	\$640.00
Espresso Coffeetree – <i>Gymnocadus dioicus</i> 'Espresso' 3" B&B Sub Regular Variety	6	\$1380.00
Ginkgo 'Magyar' – <i>Ginkgo biloba</i> 'Magyar' 2" B&B Sub Autumn Gold	5	\$1225.00
Bur Oak – <i>Quercus macrocarpa</i> 2" B&B	1	\$195.00
Firespire Musclewood – <i>Carpinus caroliniana</i> 'J.N. Upright' 2" B&B Sub American Hornbeam	3	\$570.00
Fall Fiesta Sugar Maple – <i>Acer saccharum</i> 'Bailsta' 1.5" B&B	1	\$130.00
Autumn Blaze Pear – <i>Pyrus calleryana</i> 'Autumn Blaze' 2" B&B	4	\$700.00
Regal Prince Oak – <i>Quercus robur</i> 'Fastigata x bicolor' 2" B&B	1	\$195.00
Mountbatten Juniper – <i>Juniperus chinensis</i> 'Mountbatten' 3' tall B&B	9	\$675.00
Karl Foerster Feather Reed Grass – <i>Calamagrostis</i> <i>acutiflora</i> 'Karl Foerster'	31	\$248.00
Summer Wine Ninebark – <i>Physocarpus Opulifolius</i> 'Seward'	12	\$300.00
Total		\$6258.00 plus applicable sales tax

Installation of Plants	COST
Installation includes – calling diggers hotline, digging the holes, planting trees, applying first watering, mulch ring, cleanup of all debris (if all garbage is separated from soil the city has a location for soil to be dumped by contractor)	\$4500.00 plus applicable sales tax

Submitted by: Wolosek Landscaping and
Golf Course Materials, Inc.
3531 Plover Road
Wisconsin Rapids, WI 54494
October 8, 2013
Nate Thiel (715)-423-3909
Nate Thiel / av

TOTAL COST OF TREE SPECIES & INSTALLATION OF PLANTS	COST \$10,758 plus applicable sales tax
---	--

EXTRA

Staking of trees if needed. Give as cost as per tree.	COST \$1250.00 plus applicable sales tax
One year guarantee on all trees.	COST \$4375.00 plus applicable sales tax



www.WillemsLandscape.com

3661 Creamery Rd.,
De Pere, WI 54115
920-336-1749
Fax 920-336-3449

willemslandscape@yahoo.com

Facsimile Cover Sheet

To: Todd Ernster

From:

Business Name: City of Stevens Point

Matt Peeters

Phone number: _____

Phone: 920-336-1749

Fax number: 1-715-346-1582

Fax: 920-336-3449

Email: willemslandscape@yahoo.com

Date sent: 9/25/15

Time sent: _____

Number of Pages (Including Cover Sheet): 3

MEMO:

By sending this facsimile transmission, Willems Landscape Service, Inc., is authorizing an exchange of fax-based communication with the receiver of this document. By responding to this transmission, Willems Landscape Service, Inc. will not hold the replier in violation of any FCC codes regarding unsolicited facsimile transmissions.

TREE TOTALS

TREE SPECIES	NUMBER	COST
Accolade Elm - <i>Ulmus japonica x wilsoniana</i> 'Marton' 2" B&B	4	250. ⁰⁰
Espresso Coffeetree - <i>Gymnocadus dioicus</i> 'Espresso' 3" B&B	6	380. ⁰⁰
Ginkgo 'Magyar' - <i>Ginkgo biloba</i> 'Magyar' 2" B&B	5	300. ⁰⁰
Bur Oak - <i>Quercus macrocarpa</i> 2" B&B	1	250. ⁰⁰
Firespire Muscledwood - <i>Carpinus caroliniana</i> 'J.N. Upright' 2" B&B	3	350. ⁰⁰
Fall Fiesta Sugar Maple - <i>Acer saccharum</i> 'Ballista' 1.5" B&B	1	200. ⁰⁰
Autumn Blaze Pear - <i>Pyrus calleryana</i> 'Autumn Blaze' 2" B&B	4	200. ⁰⁰
Regal Prince Oak - <i>Quercus robur</i> 'Fastigata x bicolor' 2" B&B	1	350. ⁰⁰
Mountbatten Juniper - <i>Juniperus chinensis</i> 'Mountbatten' 3' tall B&B	9	75. ⁰⁰
Karl Foerster Feather Reed Grass - <i>Calamagrostis</i> <i>acutiflora</i> 'Karl Foerster'	31	15. ⁰⁰
Summer Wine Ninebark - <i>Physocarpus Opulifolius</i> 'Seward'	12	25. ⁰⁰
Total		3500. ⁰⁰

Installation of Plants	COST
Installation includes - calling diggers hotline, digging the holes, planting trees, applying first watering, mulch ring, cleanup of all debris (if all garbage is separated from soil the city has a location for soil to be dumped by contractor)	3500. ⁰⁰

Sep-25-13 12:06P Stevens Pt Parks dept

715 346 1582

P-03

TOTAL COST OF TREE SPECIES & INSTALLATION OF PLANTS	COST
---	------

EXTRA

Staking of trees if needed. Give as cost as per tree.	COST 30. <u>00</u>
One year guarantee on all trees.	COST 1000. <u>00</u>

TREE TOTALS

TREE SPECIES	NUMBER	COST
Accolade Elm -- <i>Ulmus japonica x wilsoniana</i> 'Morton' 2" B&B	4 \$265	\$ 1060
Espresso Coffeetree -- <i>Gymnocadus dioicis</i> 'Espresso' 2.5" 2" B&B	6 \$450	\$ 2700
Ginkgo 'Magyar' -- <i>Ginkgo biloba</i> 'Magyar' 2" B&B	5 -	NOT AVAIL
Bur Oak -- <i>Quercus macrocarpa</i> 2" B&B	1 \$360	\$ 360
Firespire Muscledwood -- <i>Carpinus caroliniana</i> 'J.N. Upright' 1.5" 2" B&B	3 \$360	\$ 1080
Fall Fiesta Sugar Maple -- <i>Acer saccharum</i> 'Bailsta' 1.5" B&B	1 \$230	\$ 230
Autumn Blaze Pear -- <i>Pyrus calleryana</i> 'Autumn Blaze' 1.75" 2" B&B	4 \$280	\$ 1120
Regal Prince Oak -- <i>Quercus robur</i> 'Fastigata x bicolor' 2" B&B	1 \$360	\$ 360
Mountbatten Juniper -- <i>Juniperus chinensis</i> 'Mountbatten' 3' tall B&B	9 \$120	\$ 1080
Karl Foerster Feather Reed Grass -- <i>Calamagrostis</i> <i>acutiflora</i> 'Karl Foerster' 1 GALON	31 \$9	\$ 279
Summer Wine Ninebark -- <i>Physocarpus Opulifolius</i> 'Seward' #3	12 \$28	\$ 336
Total DELIVERY	\$ 195	\$ 195
		\$ 8800.00

Installation of Plants	COST
Installation includes -- calling diggers hotline, digging the holes, planting trees, applying first watering, mulch ring, cleanup of all debris (if all garbage is separated from soil the city has a location for soil to be dumped by contractor)	\$ 5000.00



TOTAL COST OF TREE SPECIES & INSTALLATION OF PLANTS	COST <div style="border: 1px solid black; padding: 5px; display: inline-block;">+ 13,800.00</div>
---	--

EXTRA

Staking of trees if needed. Give as cost as per tree.	COST + 30.00
One year guarantee on all trees.	COST + 1500.00


 SPRINKLERS & LANDSCAPE
 GARDEN CENTER
 P.O. Box 546
 2430 Plover Road
 Plover, Wisconsin 54067



Egle Landscaping Inc
 7668 Rolling Hills Rd
 Custer, WI 54423

(715) 592-4284 Fax (715) 592-3760
 service@eglelandscaping.com
 Visit us at www.eglelandscaping.com

Date	Invoice #
7/31/14	7209
CUSTOMER COPY - KEEP	

Bill To
Stevens Point Parks & Recreation Dept 2442 Sims Ave Stevens Point, WI 54481

Job site:

Description		Qty	Amount
Total Cost of Tree Species & Installation of Plants: (New Municipal Lot #16)			10,365.50
Staking of 24 trees @\$ 40/tree		24	960.00
EXTRA BEYOND CONTRACT : Skim out excess topsoil & put in 29 yds mulch			2,280.00
Invoice #: <u>7209</u> Desc: _____ Acct #: _____ Auth. By: _____ Date: <u>8/1/2014</u>			
Please keep this copy for your records. Please include the Invoice Number when paying. Thank you for your business!		Subtotal	\$13,605.50
		Sales Tax (5.5%)	\$0.00
		Total	\$13,605.50
		Payments/Credits	\$0.00
		Balance Due	\$13,605.50

NO GUARANTEE ON TREES

* Due on receipt unless otherwise noted. A monthly finance charge of 1 1/2% (18% annually) shall be added to all overdue balances.

Director of Parks & Recreational Services
Tom Schrader
2442 Sims Ave.
Stevens Point, WI 54481
715-346-1531
tschrader@stevenspoint.com

**Stevens
Point Parks,
Recreation
and Forestry**

Memo

To: Director Ostrowski

From: Tom Schrader

CC:

Date: August 4, 2014

Re:

After reviewing, the two bench proposals we received, the committee would like to recommend the following. We purchase and have installed two log benches and two white pine benches as designed by Joe Krajewicz and two benches designed by Jones/Unger, one with the silhouette of downtown buildings and one of the black bridge on the end of Wisconsin Street. The cost of each bench installed would be \$700 (\$4,200). We would have the benches installed sometime this fall, depending on the availability of the artist.

Joe Krajcikewcz
4605 Lucas Dr SW
Grandville, MI 49418
June 23, 2014

Tom Schrader
Director
Stevens Point Parks & Rec
2442 Sims Ave
Stevens Point, WI 54481

Dear Mr. Schrader:

I am submitting the attached application and concept designs in response to the City of Stevens Point RFP for artist built public benches.

I create art that is inspired by the rugged majesty of our nations vast forests. As an artist and outdoorsman, sculpture provides a medium to share my experiences with others. Working with metal allows me to emulate nature's endearing strength. The fabrication process permanently captures these forms to share with the public. I hope for the viewer to be moved in their own way by the form, materials, and construction of the sculpture. The bench will serve them as a comfortable place for both relaxation and contemplation.

My submissions will visually connect with the logging theme of the RFP and the tradition of forestry connected to Stevens Point. The proposed steel construction will lend itself well to the parking area and frequent use. Each proposal is designed to shed water, withstand the elements, and to require only minimal maintenance (if any at all).

It is with safety as the foremost thought that the designs incorporate radii at sharp angles and all edges are ground to a smooth bevel.

I appreciate your consideration and look forward to working with the City of Stevens Point if selected. Attached are details of my proposed designs, images of past work, resume, and reference list.

Sincerely,

Joe Krajcikewcz

Joe Krajkwicz - Resume

4605 Lucas Dr SW | Grandville, MI 49418
(231) 425-8707 | krajkwicz@yahoo.com | www.joekrajkwicz.com

EDUCATION

- 2013 Holland Area Arts Council, Courses: Acrylic Painting
- 2011 Grand Rapids Community College, Courses: Drawing, Color, Art History, Welding
- 2005 Kendall College of Art and Design, Courses: 3D Design
- 2004 Ferris State University, B.S. Plastics Engineering

SELECTED EXHIBITIONS

- 2014 *SculptureWalk Chelsea*, Chelsea, MI (juried)
- 2014 *Sculpture in the Park*, St. Charles, IL (juried)
- 2013 *Regional Arts Exhibition*, 2013 Grand Rapids Festival of Arts, Grand Rapids, MI (juried)
- 2013 *ArtPrize*, Bistro Bella Vita, Grand Rapids, MI
- 2013 *Grand Haven Artwalk*, Central Park, Grand Haven, MI
- 2013 *Wine about Winter*, Studio JSD, Grand Haven, MI
- 2012 *Tecumseh Art Trail*, Outdoor Sculpture Exhibition, Tecumseh, MI (juried)
- 2012 *West Michigan Regional Exhibition*, Lowell Arts Center, Lowell, MI (juried)
- 2012 *Florescence*, Jordan River Arts Center, East Jordan, MI (juried)
- 2012 *ArtPrize*, 300 Ottawa, Grand Rapids, MI
- 2012 *Grand Haven Artwalk*, Tri-Cities Historical Museum, Grand Haven, MI
- 2012 *Sparta Barn Raising*, Outdoor Sculpture Exhibition, Sparta, MI (juried)
- 2011 *MI ARTS Visual Arts Exhibition*, Holland Area Art Center, Holland, MI (juried)
- 2011 *Sparta Apple Jam*, Outdoor Sculpture Exhibition, Sparta, MI (juried)
- 2011 *ArtPrize*, Van Andel Arena, Grand Rapids, MI
- 2011 *Grand Haven Artwalk*, Tri-Cities Historical Museum, Grand Haven, MI
- 2011 *ArtPeers Fall Festival*, Brick Road Pizza, Grand Rapids, MI
- 2010 *Regional Arts Exhibition*, Grand Rapids Festival of Arts, Grand Rapids, MI (juried)
- 2010 *ArtPrize*, Oldtown River Front Building, Grand Rapids, MI
- 2010 *Grand Haven Artwalk*, Central Park, Grand Haven, MI
- 2010 *Student Exhibition*, Grand Rapids Community College, Grand Rapids, MI (juried)
- 2009 *Regional Arts Exhibition*, Grand Rapids Festival of Arts, Grand Rapids, MI (juried)
- 2009 *ArtPeers Fall Festival*, Wealthy at Charles, Grand Rapids, MI
- 2009 *What is Art?*, Manistee Art Institute, Manistee, MI
- 2008 *Regional Exhibition*, Regional Art Guild of Sparta, Sparta, MI

COLLECTIONS

- Stevens Point Sculpture Park, Stevens Point, WI
- Essence Restaurant Group, Grand Rapids, MI
- City of Sparta, Sparta, MI

BIBLIOGRAPHY

Interview, WZZM Television, Grand Rapids, MI, September 9, 2013

David Frownfelder, "Art Trail Tecumseh Works Installed", The Daily Telegram, Adrian, MI, April 27, 2012

Interview, WJRW Radio, Grand Rapids, MI, September 15, 2011

REPRESENTATION

2009 - Present Wealthy at Charles, Grand Rapids, MI

Professional Reference List

Lenn Beardsley
Owner – Wealthy at Charles, LLC
(616) 458-6664

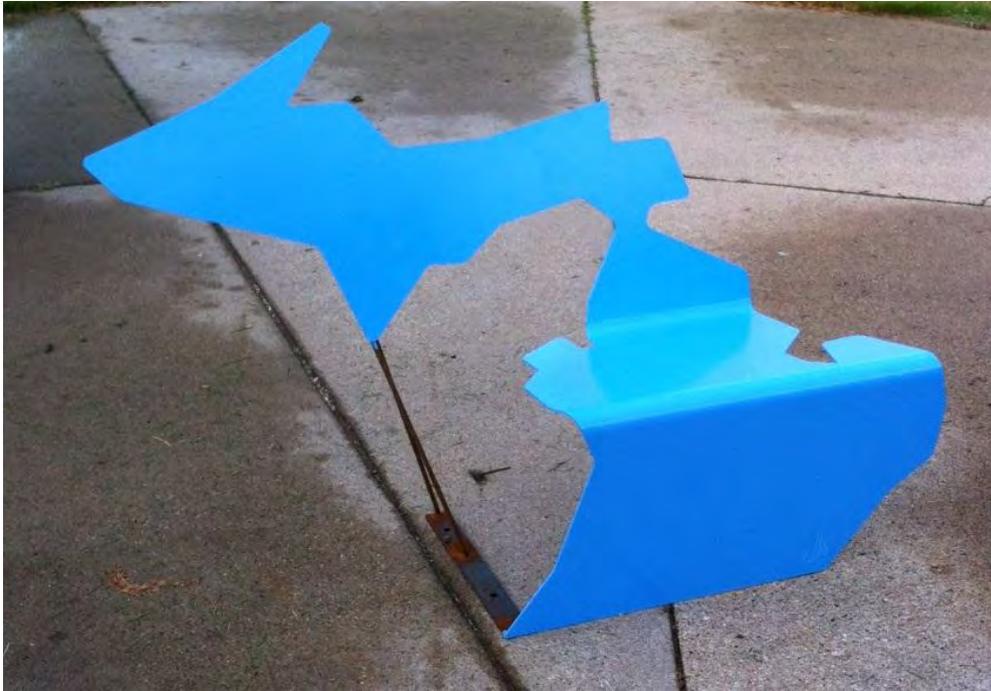
Elizabeth Morse
Director – Sparta, MI Chamber of Commerce
(616) 887-2454

Stuart Morris
Chair of Programming – Stevens Point Sculpture Park
(715) 343-1437

Images of Past Work







Design Proposal 1 – Log Bench

The “log bench” will be a backless bench approximately 24” deep, 18” tall, and 72” long.

It is designed to reflect the appearance of a large pine long cut in half. The flat seating surface will utilize round aluminum tubing (~1.25” DIA) as ‘slats’ spaced ~1.0” apart. ‘bark’ on the outside of the log will be represented by a wire-form profile (half round) made of 3/8 and 1/2” steel rod and/or rebar. The bench will be supported by ‘limbs’ emerging from the bark that will serve as legs. There will be ~8-10 limbs, each with a flange at ground level that will be drilled ½” to accept an bolt as an anchor.

No paint or coating will be applied to the metals. The materials used are designed to be maintenance-free. The aluminum will only slightly ‘lighten’ in appearance as it oxides over a period of years. Aluminum in this use is an affordable alternative to stainless steel with many similar properties. The steel ‘bark’ (bottom half) will achieve a thick red/brown oxidation over a period of ~3-6 months. This will serve to protect the material for years, and should not be viewed as indicative of any material issue or decay.

See attached concept drawings for additional detail.

Design Proposal 2 – White Pine Bench

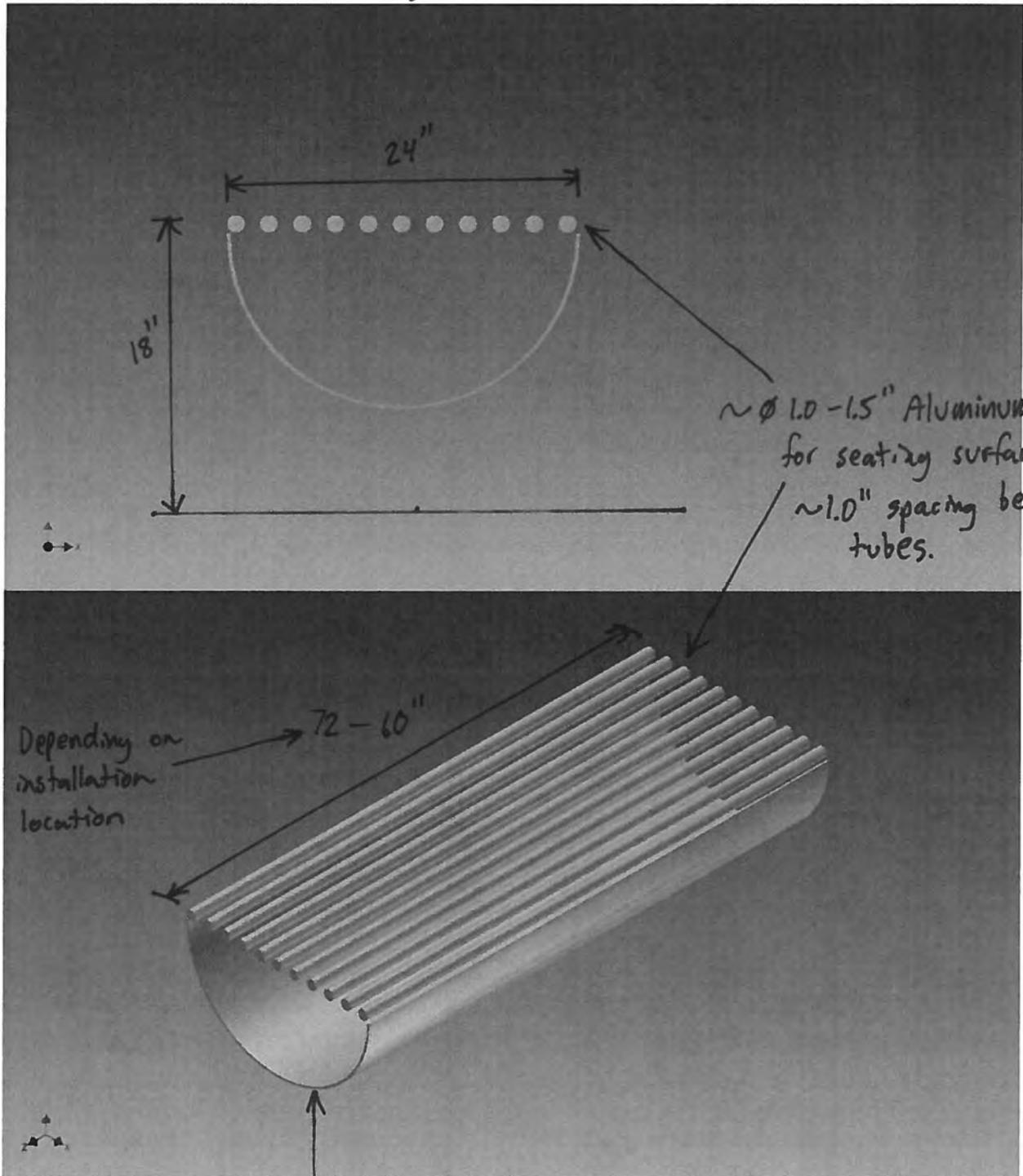
The “white pine bench” will be a backed bench approximately 16” deep, 36” tall, 18” @ seat, and ~60” long. The steel used will be 3/16” sheet, and two legs will be fabricated from 2 x ¼” flat stock. Each leg will have two ½” mounting holes in the feet. Legs will be spaced ~42” apart.

The bench is designed to show a silhouette of a white pine tree cast over the surface of the bench. The bench is designed as one sheet that is folded to create the seating surface. The silhouette of the pine will be created by hand-cutting an area of negative space around the tree. This negative space will vary between 1-2”, and serve functionally to help drain water from the seat surface. The tree silhouette will be tied into the main bench form so that there is no deflection or sagging of the cutout. Negative space will be distributed so to be supportive and comfortable to users.

An industrial alkyd primer and enamel will be used to coat the steel bench. This will consist of two coats primer and four top-coats. I propose painting the outside of the tree in light ‘sky’ blue and painting the tree itself in a contrasting color, either green or white. The surface will be lightly buffed with a hard wax after the paint has cured. The coating will be weather resistant and should maintain very well for a period of 5-10 years before any areas of wear may appear. These may or may not need a light touch up of paint as maintenance. Colors used will be chosen from a standard stock list.

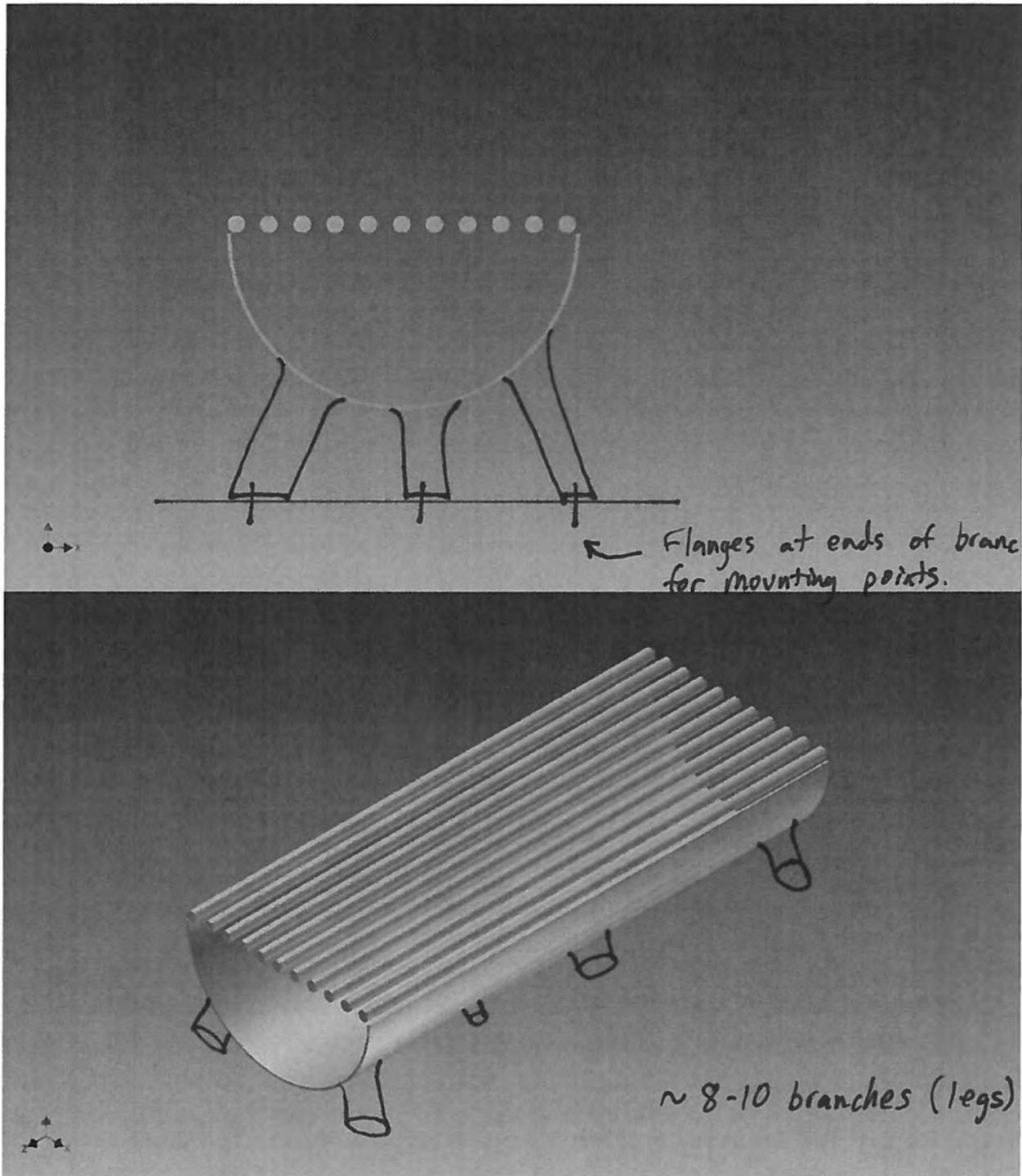
See attached concept drawings for additional detail.

Joe Krajcikewcz - Log Bench - Concept pg 1

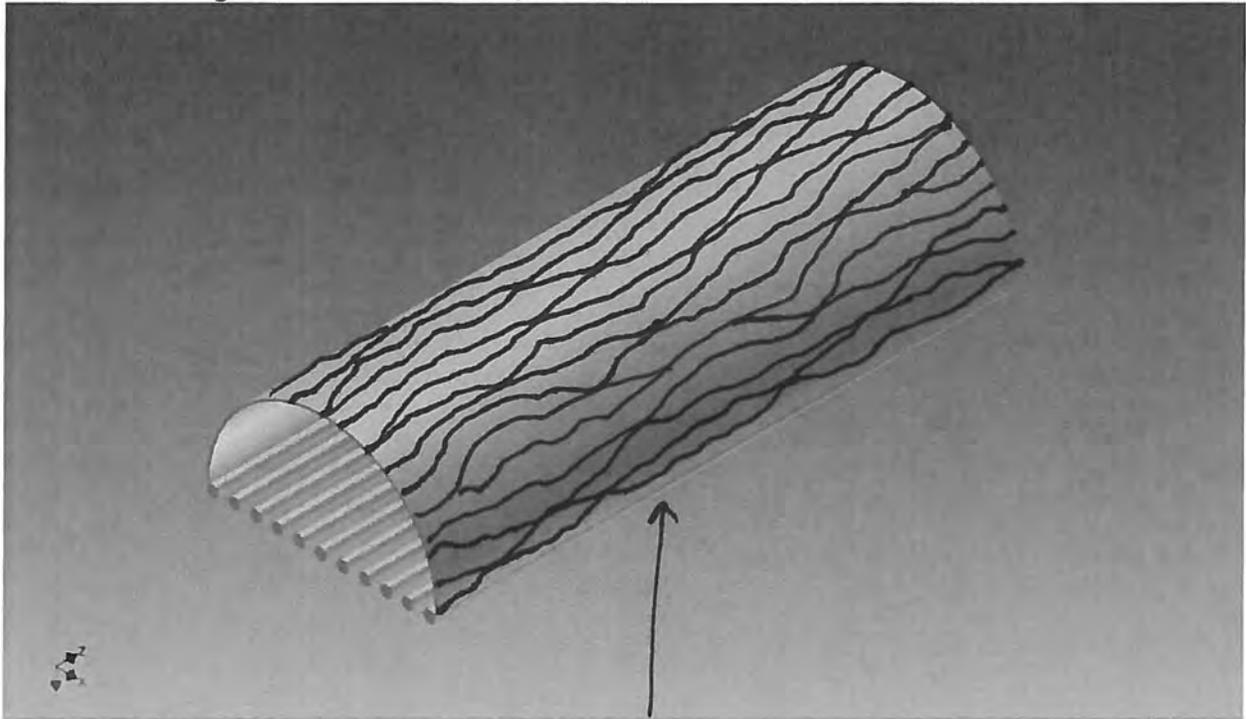


Solid surface for example of shape profile only.
Wire-frame bark/branch profile to be made of $\frac{3}{8}$ & $\frac{1}{2}$ round steel or rebar. Will oxidize to deep red/brown to contrast aluminum seat.

Joe Krajcikewcz - Log Bench - Concept pg 2

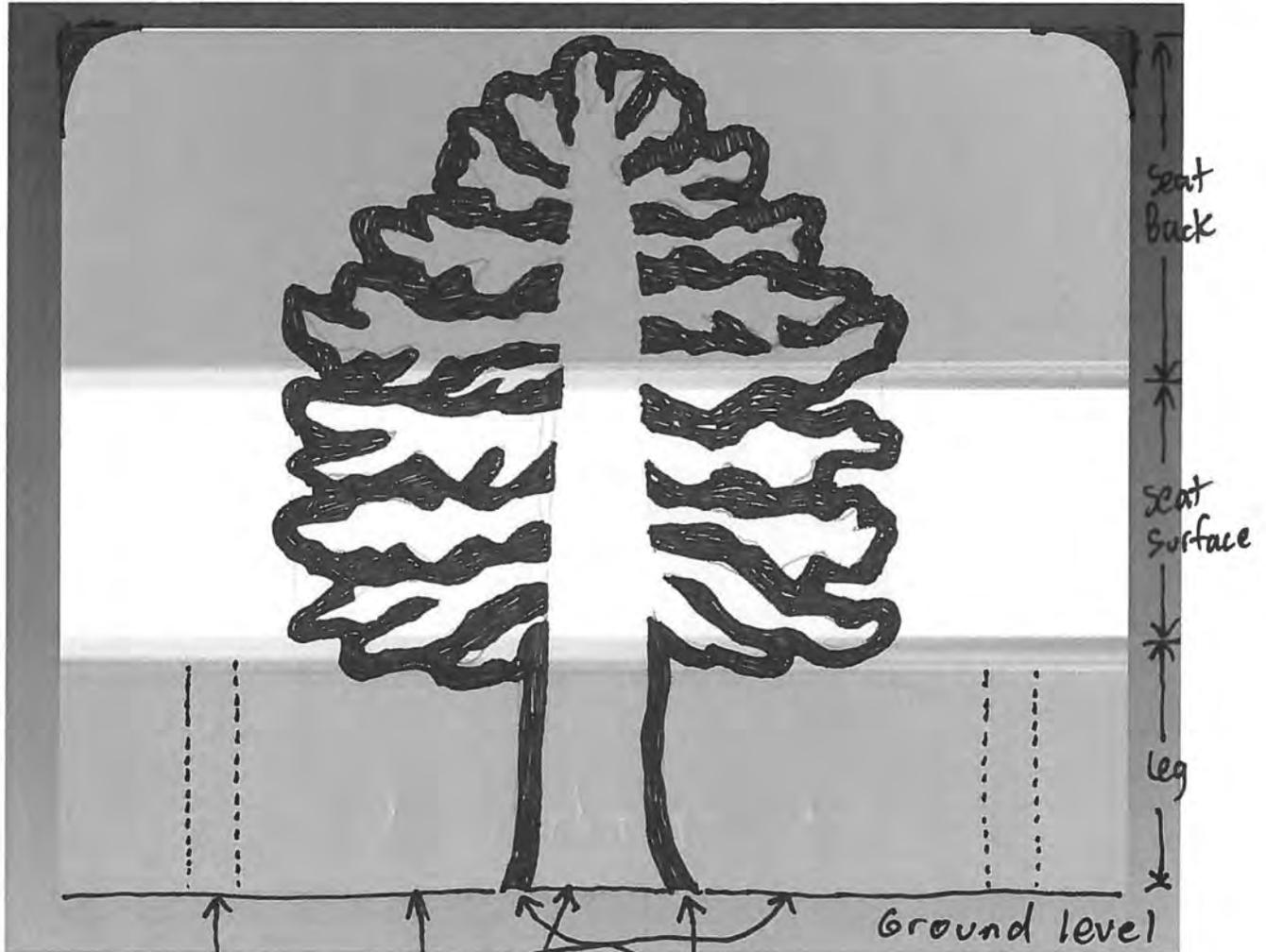


Joe Krajcikewcz - Log Bench - Concept pg 3



Wire-form bark profile. legs to extend from this surface for support.

Joe Krajciwicz - White Pine Bench - Concept Pg 1



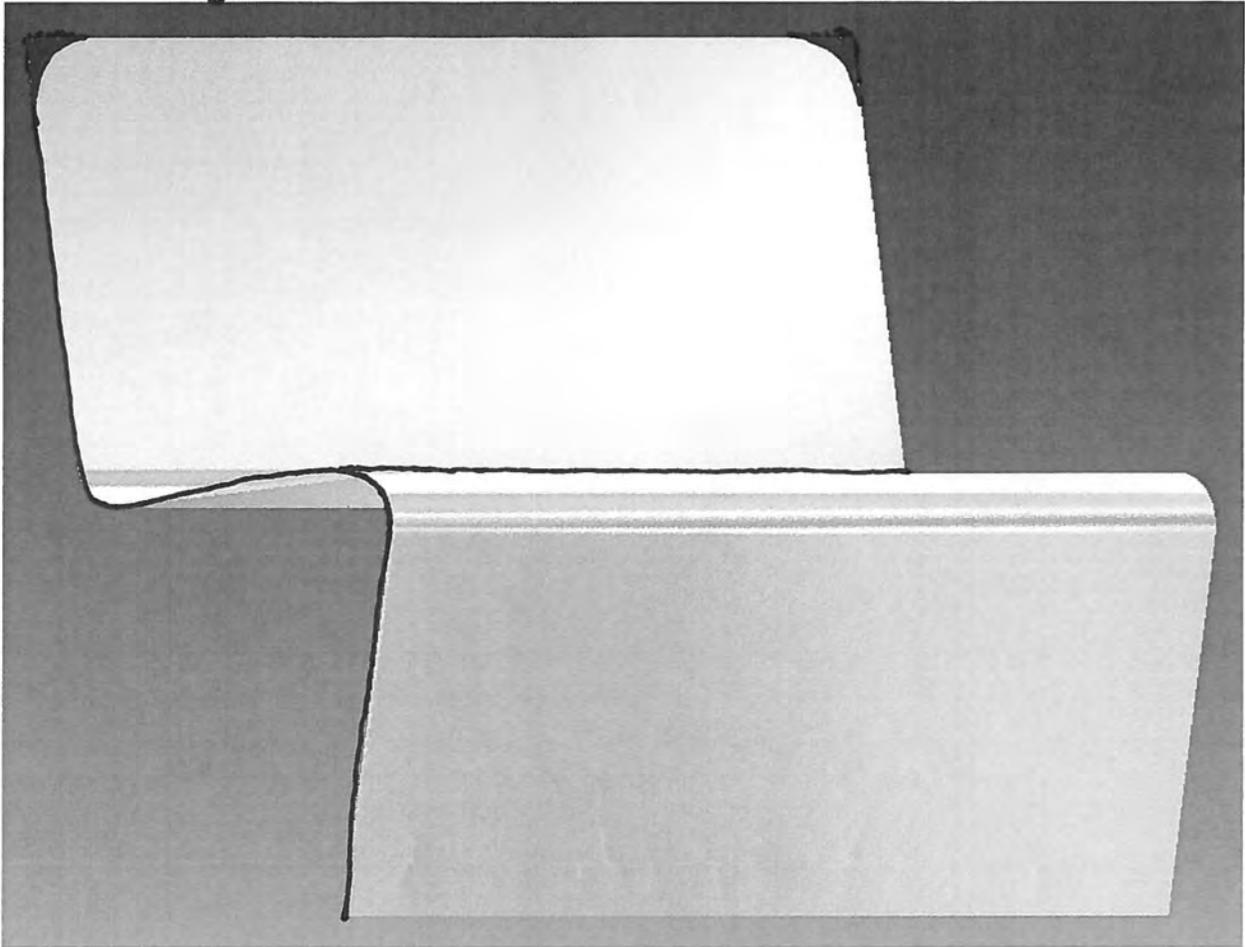
Approximate location of legs on each side of bench.

Steel to be light blue on each side of tree

Tree to be either green or white

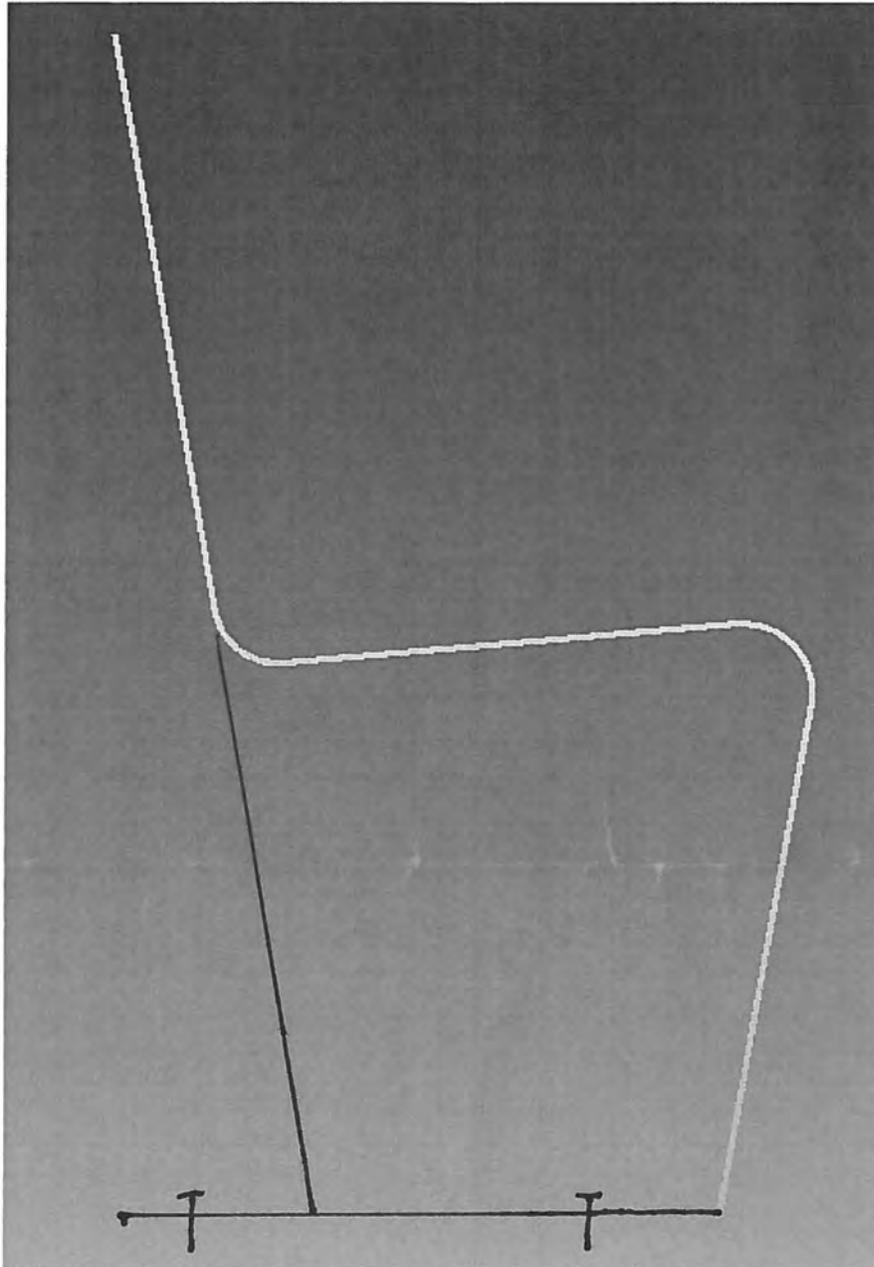
Negative, cut away space illustrated in black. Tree limbs will be tied in with outside form in final product.

Joe Krajcikewcz - White Pine Bench - Concept pg 2



3/4 view of bench profile / shape.

Joe Kraj kiewicz - White Pine Bench - Concept pg 3



Profile of side showing legs / feet with anchoring holes.
Two legs will be ~42" apart.

Stevens Point Call for Artist Designed Benches

Artist Team Stephanie Jones and Adam Unger

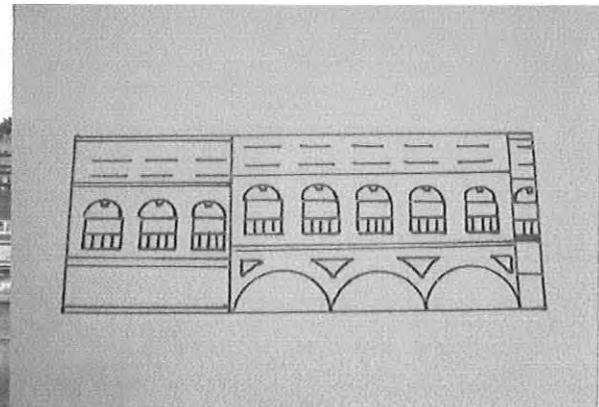
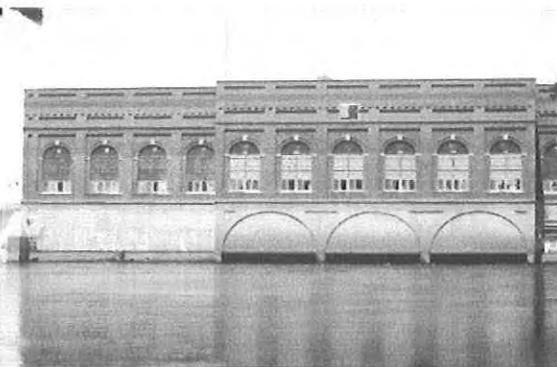
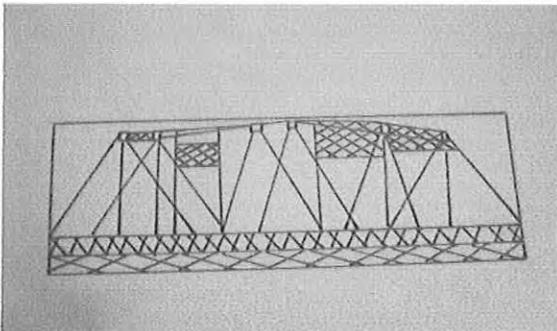
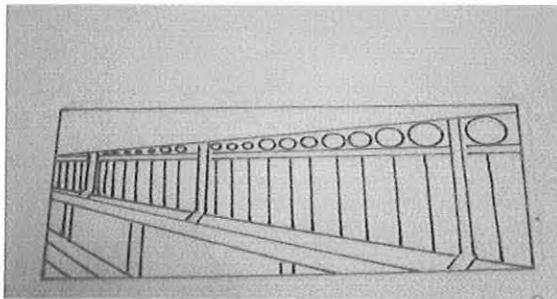
Through my many courses at UWSP on Public Sculpture, as well as the other work I have done in the community, three important factors I consider before designing: Public safety, minimal maintenance, and withstanding our Wisconsin climate.

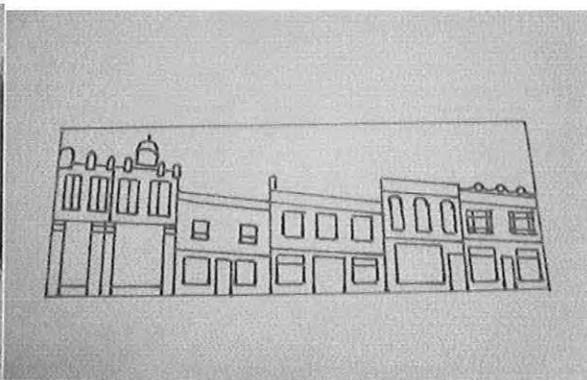
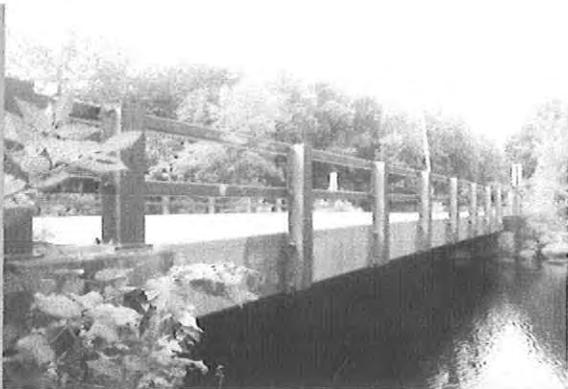
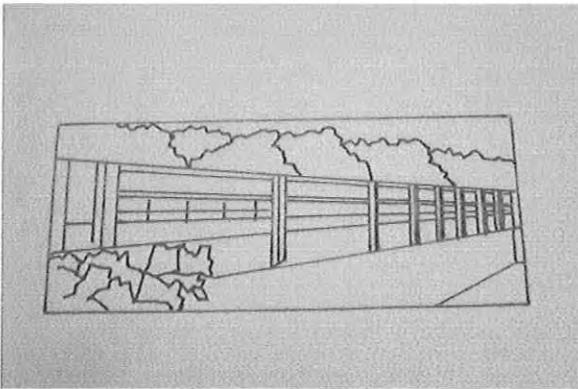
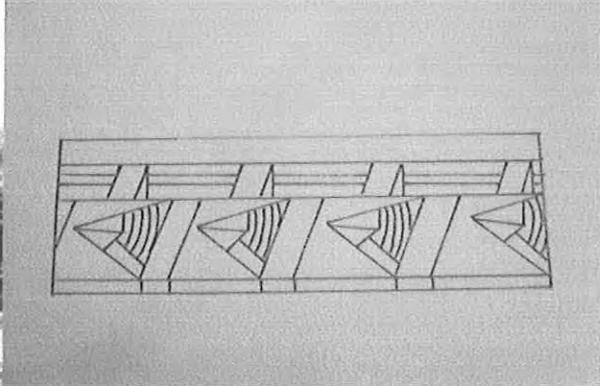
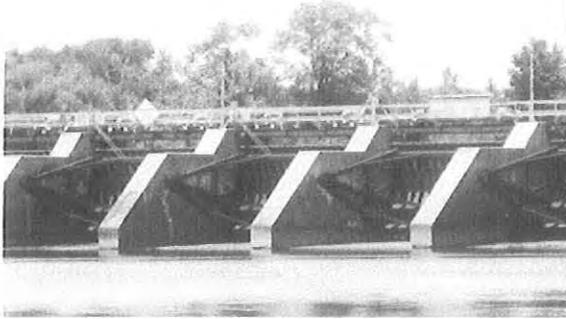
As a resident of this city nearing fifteen years, I have always appreciated our natural resources, and enjoy walking and riding my bike on the Green Circle Trail.

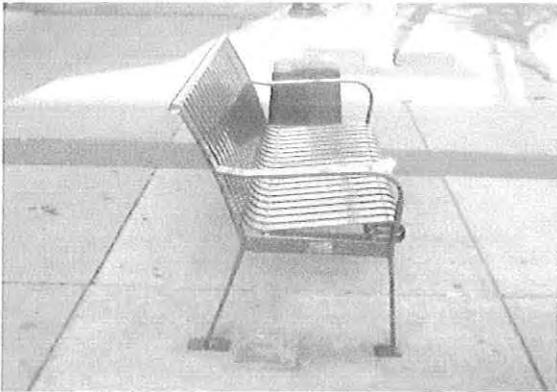
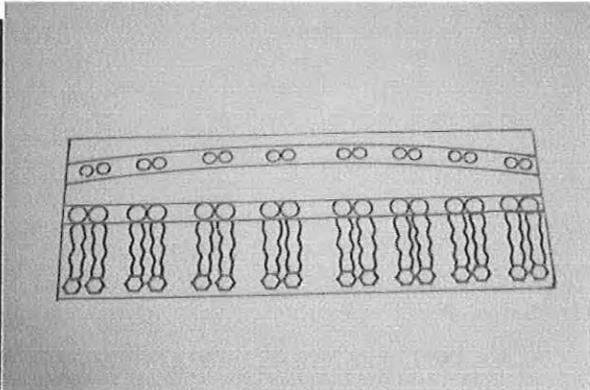
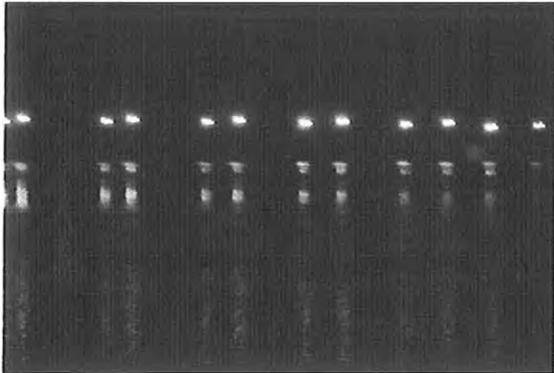
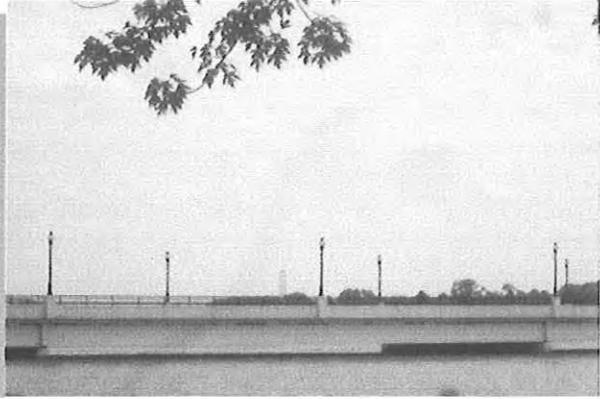
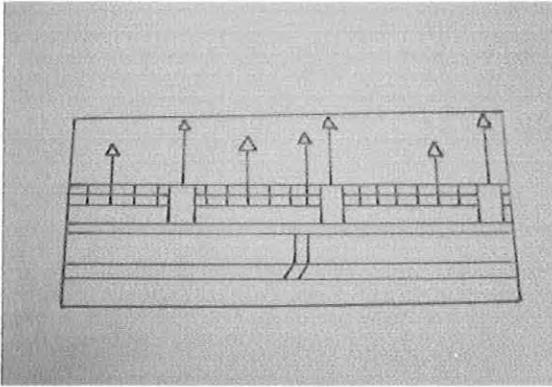
The simple and complex architecture that spans our riverway was the inspiration for these designs.

I have taken shapes from bridges and buildings and transformed them into design elements to create contemporary, timeless, and thought provoking designs based on architectural details of Landmark structures found along the river. The structures represented are: Hwy 66 Bridge, The Black Bridge, The Old Downtown from Stock Fair Days, the Dam Locks, The Paper Mill, The Red Bridge, and The 66 Bridge at night as the lights reflect off of the river. All of these destinations are within biking distance of the site. I intend to create information cards about these historical places, along with bike route directions.

These bench designs would be executed in welded steel. Using square and round tube and bar, they will be fabricated and powder coated in subdued colors, to endure the seasons. The designs in steel provide the backrest, which will be attached by welding onto a simple frame similar to existing green benches on main street (picture included). The seat portion of the bench will be made of recycled plastic lumber boards 2"x6". The benefits of using this product municipally are many: it will not rot, split, or require painting, no splinters, many colors, and by incorporating this product, it shows our commitment to preserving the environment.

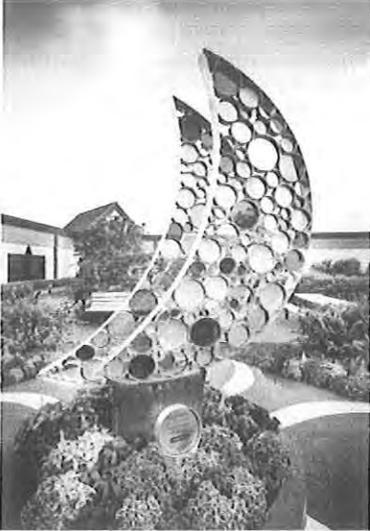






example of similar sides, feet, and armrest.

Portfolio Pictures:



"Mirth" Commission for Delta Dental, 2012. My design, fabricated with the help of a team of professionals, in conjunction with UWSP.



"Above the Looking Glass" Stevens Point Sculpture Park.



"THEY" Donation to Stevens Point Sculpture Park



"Rapunzel's Tower" Commissioned by Audubon Society @ Stevens Point Sculpture Park. 2014. Artist Team Stephanie Jones and Adam Unger.



"Ascension" Pineries Bank 2009, Artist team UWSP design class.

Steph Jones
Resume

Education:

2014 BFA, 3-Dimensional emphasis, University Wisconsin-Stevens Point

Large Scale Outdoor Permanent and Semi-Permanent Commissions:

2014 -Sustainable Perennial Sculpture Garden "*Bounty*", Carlsten Gallery Student Art Committee Public Symposium, UWSP Budget \$5,000.

-Chimney Swift Nesting Habitat "*Rapunzel's Tower*" Audubon Society w/ Stevens Point Sculpture Park, WI Budget \$480

2013 -Environmental Installation "*THEY*" Stevens Point Sculpture Park Donation

2012 -Lead Designer, Public Sculpture "*Mirth*" for Delta Dental Insurance, Stevens Point, WI Budget \$50,000

-Environmental Installation "*Above the Looking Glass*" Stevens Point Sculpture Park Budget \$850

2011 -Public Sculpture Designer and Lead Project Coordinator," *Strength, Protection, Vigilance*" Sentry Insurance, Stevens Point, WI Budget \$50,000

2009 - Public Sculpture team, "*Ascension*" Pinerles Bank, Stevens Point, WI Budget \$10,000

Grants/Awards:

2014 - Student Symposium Grant, Carlsten Gallery Student Art Committee, UWSP \$5,000

-Pinerles Bank Fine Art Scholarship, UWSP \$950

-Nominated ISC Student Award Competition representative for UWSP

2013 -Nominated ISC Student Award Competition representative for UWSP

-W.H. Black Memorial Award for Animation, Motion, Screen, or Time Based Work, UWSP

2012 -Student Research Grant, UWSP \$500

-Carlsten Gallery Student Art Committee Juried Competition, Second Place, BFA Thesis Installation, UWSP

\$250

2011 -Trainer Natural Resource Mural Design Scholarship, First Prize, UWSP, College of Natural Resources \$1,000

-Mary Robinson Award for Involvement in the Arts, UWSP \$250

2010 -Stephanie Gary award for Excellence in Ceramics, UWSP

-Richard Schneider Award for Excellence in Ceramics, UWSP

Selected Exhibitions:

2014 -"Rapunzel's Tower", Audubon Society Chimney Swift Habitat, Stevens Point Sculpture Park, WI

2013 -"THEY", Stevens Point Sculpture Park, WI

-*Student Juried Show*, Carlsten Gallery, UWSP

-*Biennial Neon & Light Exhibition*, University of Wisconsin Madison

-*Visions Juried Show*, Riverfront Art Center, Stevens Point, WI

2012 -*Girls of the Grain*, (solo) Schneider Student Gallery, UWSP

-"*Mirth*", Delta Dental Insurance, Stevens Point, WI

-"*Above the Looking Glass*", Stevens Point Sculpture Park, WI

-"*THEY*", BFA Senior Exhibition, Carlsten Gallery, UWSP

-*A Winters Garden*, juried show, Riverfront Arts Center, Stevens Point, WI

2011 -*Student Juried Show*, Carlsten Gallery, UWSP

Publications:

2014 -SCENE Arts and Culture Magazine, May Edition, Cover Article

2013 -Portage County Gazette, Thursday April 19, pg. 1

2012 -Stevens Point Journal, Monday June 11, pg.1A, Tuesday November 6, pg. 5A

-Portage County Gazette, Thursday June 14, pg 1., Thursday Nov. 9, pg. 17

Hoopla Magazine (Journal Sentinel), December 2012, pg. 11

International Experience:

2009 *The Thailand Project*, 3 week study abroad to Bangkok, Chiang Mai, and Mae Sai Thailand

Taught art classes at DEPDC, Mae Sai

Adam Unger has been a structural steel welder and fabricator since 2002. His skills are precise, executing excellent material use, and giving great attention to detail. "Rapunzel's Tower" was his first art related large scale project. With his assistance, we completed fabrication within one week. He enjoyed the reward of completing a piece that will be admired for years.

References:

Kristin Thielking, UWSP Sculpture Professor, 715-630-0288

Stuart Morris, UWSP Design Professor, Director Stevens Point Sculpture Park, 715-347-8931

Bill McKee, Instructor UWSP, Delta Dental Project, Pineries Project, Sentry Insurance Project 715-346-3339

Date	Client	Type	Description	Revenue	Expense
1/1/11	2011 Interest	Interest		\$6,573.13	
1/1/11	Interest	Interest		\$653.96	
3/30/11	Community Development Authority	Bond	Bond	\$5,965,000.00	
6/1/11	Keypoint Partners	Legal	Witness		(\$3,000.00)
6/25/11	Stevens Point Water and Sewer	Utilities			(\$262.59)
9/6/11	Community Development Authority	Land Purchase	Former Dunham's Sports lease/purchase		(\$575,000.00)
10/14/11	Foley & Lardner LLP	Legal			(\$10,282.55)
10/23/11	Charter Communications	Utilities			(\$186.73)
10/25/11	Veolia	Utilities			(\$148.39)
11/1/11	Peter Jirous	Maintenance			(\$3,886.00)
11/1/11	H&S Protection Systems	Utilities	Mall security		(\$120.38)
11/3/11	City of Stevens Point	Bond Costs	Bond issuance costs		(\$103,991.00)
11/25/11	Veolia	Utilities			(\$236.65)
11/29/11	Altmann Construction	Maintenance	Repair to Dunham's entrance		(\$4,320.00)
12/1/11	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
12/12/11	Esser Glass	Maintenance			(\$395.00)
12/23/11	Charter Communications	Utilities			(\$187.17)
12/25/11	Veolia	Utilities			(\$148.87)
12/29/11	Stevens Point Water and Sewer	Utilities			(\$205.47)
12/29/11	Stevens Point Water and Sewer	Utilities			(\$111.67)
12/31/11	Wisconsin Public Service	Utilities			(\$23,265.39)
1/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
1/1/12	2012 Interest	Interest		\$1,683.38	
1/12/12	John Gardner	Legal			(\$810.00)
1/23/12	Charter Communications	Utilities			(\$188.02)
1/24/12	Keypoint Partners	Legal	Witness		(\$1,200.00)
1/25/12	Veolia	Utilities	Garbage		(\$148.55)
1/31/12	Gone West	Maintenance	Snow plowing		(\$6,364.00)
2/1/12	1201 Third Court LLC	Land Purchase	Mall appraisal		(\$7,000.00)
2/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
2/1/12	H&S Protection Systems	Utilities	Mall security		(\$120.38)
2/6/12	Wisconsin Public Service	Utilities			(\$12,774.94)
2/22/12	Foley & Lardner LLP	Legal			(\$50,729.58)
2/23/12	Charter Communications	Utilities			(\$188.09)
2/25/12	Veolia	Utilities			(\$148.87)
2/28/12	Gone West	Maintenance	Snow plowing		(\$2,714.50)
2/29/12	Gone West	Maintenance	Salt		(\$4,675.00)
2/29/12	Gone West	Maintenance	Snow plowing		(\$645.00)
3/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
3/1/12	Wisconsin Public Service	Utilities			(\$11,777.69)
3/14/12	Chase	Miscellaneous	Misc.		(\$73.25)
3/19/12	Foley & Lardner LLP	Legal			(\$41,921.34)
3/23/12	Charter Communications	Utilities			(\$188.09)
3/26/12	Stevens Point Water and Sewer	Utilities			(\$99.53)
3/26/12	Stevens Point Water and Sewer	Utilities			(\$55.00)
3/31/12	Gone West	Maintenance	Snow plowing		(\$617.00)
4/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$6,700.00)
4/16/12	Foley & Lardner LLP	Legal			(\$9,221.12)
4/23/12	Charter Communications	Utilities			(\$187.93)
5/1/12	Peter Jirous	Maintenance	Mall maintenance		(\$500.00)
5/1/12	Wisconsin Public Service	Utilities			(\$1,234.71)
5/1/12	H&S Protection Systems	Utilities	Mall security		(\$120.38)

5/3/12	Wisconsin Public Service	Utilities		(\$1,234.71)
5/11/12	Community Development Authority	Land Purchase	TO RCL AMTS TO PROPER G/L ACCT PER J. SCHLICE	(\$1,925,000.00)
5/22/12	Foley & Lardner LLP	Legal		(\$4,550.00)
6/1/12	Wisconsin Public Service	Utilities		(\$1,424.19)
6/4/12	Rettler Corporation	Design/Construction Management		(\$10,080.00)
6/7/12	Community Development Authority	Insurance		(\$3,992.52)
6/7/12	Foley & Lardner LLP	Legal		(\$132.38)
6/19/12	Rettler Corporation	Design/Construction Management	Third Steet project	(\$30,600.00)
6/23/12	Charter Communications	Utilities		(\$192.15)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$812.86)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$381.80)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$104.03)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$99.80)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$99.80)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$61.74)
6/25/12	Stevens Point Water and Sewer	Utilities		(\$61.74)
7/1/12	Wisconsin Public Service	Utilities		(\$1,867.60)
7/10/12	Portage County Register of Deeds	Land Purchase		(\$30.00)
7/23/12	Charter Communications	Utilities		(\$191.99)
7/25/12	Rettler Corporation	Design/Construction Management	Third Steet project	(\$10,140.00)
7/26/12	Rettler Corporation	Design/Construction Management	Third Steet project	(\$4,935.00)
7/27/12	MidState Lock and Safe Inc.	Maintenance		(\$12.50)
8/1/12	AECOM	Environmental	CenterPoint MarketPlace	(\$4,358.84)
8/1/12	Wisconsin Public Service	Utilities		(\$2,145.17)
8/6/12	AT&T	Construction	Disconnection of utilities.	(\$1,508.13)
8/20/12	Rettler Corporation	Design/Construction Management		(\$40,382.57)
8/23/12	Charter Communications	Utilities		(\$191.59)
8/24/12	Stevens Point Water and Sewer	Utilities		(\$580.44)
8/24/12	Stevens Point Water and Sewer	Utilities		(\$376.89)
8/27/12	Infra-Con	Construction	Abestos testing	(\$1,600.00)
8/29/12	AECOM	Environmental	CenterPoint MarketPlace	(\$2,448.35)
9/3/12	Wisconsin Public Service	Utilities		(\$2,363.37)
9/13/12	Stevens Point Water and Sewer	Utilities		(\$2,300.00)
9/17/12	Foley & Lardner LLP	Legal		(\$3,220.50)
9/18/12	Rettler Corporation	Design/Construction Management		(\$7,507.67)
9/19/12	Van Ert Electric Company	Construction		(\$6,062.38)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$277.50)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$123.00)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$123.00)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$108.20)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$75.00)
9/27/12	Stevens Point Water and Sewer	Utilities		(\$75.00)
9/28/12	Meridian Industrial Service Corp	Construction		(\$110,340.00)
10/1/12	Pember Companies	Construction		(\$77,144.21)
10/1/12	Wisconsin Public Service	Utilities		(\$584.04)
10/4/12	AECOM	Environmental	CenterPoint MarketPlace	(\$5,465.94)
10/4/12	Wisconsin Public Service	Utilities		(\$3,057.33)
10/8/12	Community Development Authority	MSTC Construction	TO RCD TRSF OF FUNDS TO CDA CKING FROM CITY GEN CKING	(\$2,100,000.00)
10/8/12	Wisconsin Public Service	Utilities		(\$698.30)
10/10/12	McDonald Title Company	Land Purchase		(\$2,160.00)
10/12/12	Stevens Point Water and Sewer	Utilities		(\$123.32)
10/12/12	Stevens Point Water and Sewer	Utilities		(\$33.33)
10/15/12	Van Ert Electric Company	Construction		(\$16,528.62)

10/18/12	Charter Communications	Utilities			(\$83.49)
10/24/12	Rettler Corporation	Design/Construction Management			(\$15,063.39)
10/26/12	Pember Companies	Construction			(\$79,721.13)
11/13/12	Van Ert Electric Company	Construction			(\$80,873.50)
11/15/12	Rettler Corporation	Design/Construction Management			(\$20,257.14)
11/29/12	AECOM	Environmental	CenterPoint MarketPlace		(\$558.69)
12/5/12	Rettler Corporation	Design/Construction Management			(\$4,791.62)
12/18/12	Meridian Industrial Service Corp	Construction			(\$109,260.00)
12/19/12	Stevens Point Water and Sewer	Utilities			(\$157.10)
12/19/12	Stevens Point Water and Sewer	Utilities			(\$75.00)
12/27/12	Willems Landscape Service	Construction			(\$44,487.26)
12/31/12	Community Development Authority	Construction		\$4,000.00	
1/7/13	AECOM	Environmental	Normington		(\$18,147.62)
1/7/13	AECOM	Environmental	CenterPoint MarketPlace		(\$745.80)
1/7/13	AECOM	Environmental	Dunrite		(\$15,580.62)
1/15/13	Van Ert Electric Company	Construction			(\$415.00)
1/21/13	Pember Companies	Construction			(\$196,384.83)
2/1/13	AECOM	Environmental	Dunrite		(\$3,052.66)
2/1/13	AECOM	Environmental	Normington		(\$7,048.42)
2/5/13	AECOM	Environmental	MSTC Vapor		(\$24,945.05)
2/8/13	Rettler Corporation	Design/Construction Management			(\$4,000.00)
2/26/13	Kawneer Company, Inc.	Construction	Doors for Dunham's and Children's Museum		(\$4,745.74)
3/4/13	AECOM	Environmental	Dunrite		(\$2,035.28)
3/4/13	AECOM	Environmental	Normington		(\$20,614.27)
3/11/13	Kawneer Company, Inc.	Construction			(\$565.26)
3/14/13	WDNR	Environmental	Review fee		(\$500.00)
3/20/13	Wisconsin Economic Development Corporation	Environmental	Grant funds from SAG	\$34,500.00	
3/27/13	Stevens Point Water and Sewer	Utilities	Stormwater charge		(\$67.40)
4/1/13	Community Development Authority	Bond	Bond	\$1,700,000.00	
4/4/13	AECOM	Environmental	Normington		(\$2,146.37)
4/8/13	WDNR	Environmental	Void review fee (3-14-13) - No grant funds available		\$500.00
4/8/13	Foley & Lardner LLP	Bond Costs	Bond issuance costs		(\$5,000.00)
4/25/13	Foley & Lardner LLP	Bond Costs	Bond issuance costs		(\$2,014.00)
5/3/13	AECOM	Environmental	Dunrite		(\$6,513.33)
5/3/13	AECOM	Environmental	Normington		(\$5,715.60)
5/3/13	AECOM	Environmental	MSTC Vapor		(\$6,369.74)
5/31/13	AECOM	Environmental	Dunrite		(\$13,572.78)
5/31/13	AECOM	Environmental	Normington		(\$1,617.27)
6/4/13	AECOM	Environmental	MSTC Vapor		(\$4,458.04)
6/18/13	MSTC	Construction	Payment for subsurface work (Contract B) - \$15,000 + \$1,800 for Rettler costs	\$16,800.00	
6/27/13	AECOM	Environmental	Dunrite		(\$21,772.32)
6/27/13	AECOM	Environmental	Normington		(\$570.75)
6/27/13	AECOM	Environmental	CenterPoint MarketPlace		(\$444.42)
6/27/13	AECOM	Environmental	MSTC Vapor		(\$1,686.45)
7/15/13	Shopko	Shopko Snow Plowing Reimbursement	Shopko Snow Plowing Reimbursement	\$7,162.15	
8/1/13	AECOM	Environmental	MSTC Vapor		(\$2,731.61)
8/1/13	AECOM	Environmental	Dunrite		(\$15,600.02)
8/1/13	AECOM	Environmental	Normington		(\$1,285.53)
8/22/13	Van Ert Electric Company	Construction	Final payment		(\$445.50)
8/23/13	Meridian Industrial Service Corp	Construction			(\$43,479.25)
8/28/13	Meridian Industrial Service Corp	Construction	Final payment		(\$29,231.03)
9/4/13	AECOM	Environmental	MSTC Vapor		(\$2,057.91)
9/4/13	AECOM	Environmental	Dunrite		(\$46,724.86)

9/6/13	Marshfield Clinic	Marshfield Clinic Settlement	Marshfield Clinic Settlement	\$21,916.53
9/27/13	AECOM	Environmental	Dunrite	(\$30,194.89)
9/27/13	AECOM	Environmental	MSTC Vapor	(\$1,257.51)
9/27/13	AECOM	Environmental	Normington	(\$513.03)
10/17/13	River View Construction, Inc.	Environmental	Dunrite	(\$148,907.64)
11/5/13	AECOM	Environmental	MSTC Vapor	(\$1,554.36)
11/5/13	AECOM	Environmental	Normington	(\$12,956.30)
11/5/13	AECOM	Environmental	Dunrite	(\$33,688.89)
11/27/13	AECOM	Environmental	Normington	(\$9,408.41)
12/4/13	AECOM	Environmental	Dunrite	(\$7,139.90)
12/4/13	AECOM	Environmental	MSTC Vapor	(\$1,393.68)
12/11/13	Advance Construction Inc.	Parking Lot	Municipal Parking Lot #16	(\$103,849.97)
1/9/14	AECOM	Environmental	CenterPoint MarketPlace	(\$622.59)
1/9/14	AECOM	Environmental	Normington	(\$8,891.35)
1/9/14	AECOM	Environmental	Dunrite	(\$8,751.79)
1/9/14	AECOM	Environmental	MSTC Vapor	(\$2,522.07)
1/31/14	AECOM	Environmental	Dunrite	(\$1,117.29)
1/31/14	AECOM	Environmental	Normington	(\$2,478.99)
1/31/14	AECOM	Environmental	MSTC Vapor	(\$1,508.58)
2/18/14	Willems Landscape Service	Construction	Third Steet project - FINAL	(\$9,309.49)
3/4/14	AECOM	Environmental	Dunrite	(\$1,061.41)
3/4/14	AECOM	Environmental	MSTC Vapor	(\$1,864.65)
3/4/14	AECOM	Environmental	Normington	(\$3,229.11)
3/28/14	AECOM	Environmental	Dunrite	(\$1,002.06)
3/28/14	AECOM	Environmental	MSTC Vapor	(\$1,871.12)
3/28/14	AECOM	Environmental	Normington	(\$6,685.17)
4/15/14	Mid-State Technical College	Environmental	MSTC Vapor	(\$88,000.00)
5/1/14	AECOM	Environmental	Dunrite	(\$655.77)
5/1/14	AECOM	Environmental	MSTC Vapor	(\$1,433.87)
5/1/14	AECOM	Environmental	Normington	(\$6,746.94)
5/29/14	AECOM	Environmental	Normington	(\$22,300.21)
5/30/14	AECOM	Environmental	MSTC Vapor	(\$3,094.81)
6/6/14	Advance Construction Inc.	Parking Lot	Municipal Parking Lot #16	(\$201,893.88)
7/8/14	Advance Construction Inc.	Parking Lot	Municipal Parking Lot #16	(\$343,062.57)
7/31/14	Egle Landscaping Inc	Parking Lot	Landscaping	(\$13,605.50)
7/31/14	AECOM	Environmental	MSTC Vapor	(\$2,127.79)
7/31/14	AECOM	Environmental	Dunrite	(\$4,574.97)

**Proposals for the Purchase and Redevelopment of
1450 Water Street, Stevens Point, WI 54481**
Request for Proposals



Due Date: 1:00 PM, Wednesday, October 1, 2014

Contents

Part 1.	Background	5
Part 2.	Property Data	5
Division 2.01	Land Description	5
Section 2.01.01	Size.....	5
Section 2.01.02	Ground Cover.....	5
Section 2.01.03	Water Frontage.....	5
Section 2.01.04	Access	6
Section 2.01.05	Easements	6
Section 2.01.06	Site Improvements	6
Section 2.01.07	Building Improvements.....	6
Division 2.02	Building Description	6
Section 2.02.01	Age of Building.....	6
Section 2.02.02	Interior Finish.....	6
Section 2.02.03	Mechanicals	7
Section 2.02.04	Basement/Foundation	7
Section 2.02.05	Roof.....	7
Section 2.02.06	Other Features	7
Section 2.02.07	Other Comments – Façade Condition.....	7
Part 3.	Zoning and Use	8
Part 4.	City Incentive Availability.....	8
Part 5.	Response Requirements – Format, Content, and Timing.....	8
Division 5.01	Required Form of Proposal	8
Division 5.02	Required Contents of Proposal	9
Part 6.	Submission Deadline and Location.....	11
Part 7.	Property Inspection and RFP Clarifications.....	11
Part 8.	Selection Procedures and Criteria	11
Part 9.	Disclaimer	12
Part 10.	Purchaser/Redeveloper Responsibilities	13
Part 11.	Reservations/Stipulations	15
Exhibit A.	Development Site.....	18
Exhibit B.	Survey Map of Property	19
Exhibit C.	Floor Plans	20
Exhibit D.	Images of Property/Building	22
Exhibit E.	Façade Reports.....	26

Part 1. Background

The Redevelopment Authority of the City of Stevens Point (RA) owns the property located at 1450 Water Street (the Property) and seeks proposals for the purchase and redevelopment (the Project) of the Property. The Property is located on a bus route on the edge of Downtown Stevens Point and adjacent to the Green Circle Trail and the Wisconsin River. In addition, the Property is within walking distance to large parks, a farmer's market, several area shops/businesses, and a senior center. Currently, the Property is home to a five-story, 64,904 square foot (approximate) senior apartment building that formerly operated under a HUD Section 8 New Construction.

The RA seeks Project proposals from experienced developers with the financial capability to carry out the Project proposed. The RA Board of Commissioners will evaluate proposals received based on the following criteria (not in order of importance):

- Relevant experience and financial capacity of the respondent;
- Economic benefit expected from the proposed Project;
- Ability to accommodate existing tenants;
- Quality of life benefit expected from the proposed Project;
- Schedule for completion of the proposed Project;
- Financial feasibility of the proposed Project;
- Amount to be paid for the purchase of the Property; and
- Level of City incentives needed for the proposed Project.

Proposals can be for the purchase and redevelopment of the existing building, as well as the complete redevelopment of the entire Property, which could include razing/demolishing the building and constructing a new building with a different use. Any and all options will be considered. Multiple proposal submissions from respondents are allowed and encouraged.

Part 2. Property Data

Division 2.01 Land Description

Section 2.01.01 Size

The lot is irregular in shape with a total size of approximately 78,113 square feet.

Section 2.01.02 Ground Cover

Most of the Property is covered by the building and site improvements, such as an asphalt parking lot.

Section 2.01.03 Water Frontage

The Property has water frontage on the Wisconsin River.

Section 2.01.04 Access

Water Street is an asphalt paved city street with curb, gutter, and sidewalk.

Section 2.01.05 Easements

The Property has an easement for the Green Circle Trail which runs along the river frontage.

Section 2.01.06 Site Improvements

Site improvements include an asphalt paved parking area for 45 cars, a flagpole, a deck on the water, yard lights, concrete walks at the drive and entries, and landscaping.

Section 2.01.07 Building Improvements

The Property has two buildings: Edgewater Manor – 81-unit apartment complex, as well as a small storage shed.

Division 2.02 Building Description

Type: Apartment complex – five stories.

Present Use: 81-unit apartment complex.

Construction: Masonry

Approximate Area:	14,204 square feet – first floor
	14,425 square feet – second floor
	13,188 square feet – third floor
	13,188 square feet – fourth floor
	<u>9,899 square feet – fifth floor</u>
	64,904 square feet - total

Each of the 80, 1-bedroom apartments is about 600 square feet. The building has one 2-bedroom apartment unit that is slightly larger.

Section 2.02.01 Age of Building

The building was constructed in 1978.

Section 2.02.02 Interior Finish

Some of the common area interior finishes have been upgraded and remodeled over the years. Each floor has at least one common lounge area. The first floor lounge has a gas fireplace. The apartments have mostly vinyl composition tile floor, painted drywall, and painted concrete block walls and sprayed concrete ceiling.

Section 2.02.03 Mechanicals

The building has electric heat. The common areas have air conditioning. The apartments have a space for a window air conditioner.

Section 2.02.04 Basement/Foundation

There is no basement for the building.

Section 2.02.05 Roof

The roof is flat with a rubber membrane surface. The roof was replaced in 2003.

Section 2.02.06 Other Features

Extra features include an outdoor deck over the third floor, two elevators, a community room with kitchen in the first floor common area, onsite laundry room, and a deck along the water frontage.

Section 2.02.07 Other Comments – Façade Condition

The RA is aware of a concern with the masonry façade separating from portions of the building, likely due to water getting behind the façade through openings around the window where the caulking has failed. The RA has had W.J. Higgins & Associates, Inc. review the condition and it was their recommendation that the façade will need to be replaced. The RA has implemented the short term fix that W.J. Higgins & Associates, Inc. recommended, which included recaulking around the windows where the caulking has failed, and fastening portions of the façade to the structural framing of the building. W.J. Higgins & Associates, Inc. has prepared a report relating to this concern and is attached as Exhibit E.

The Property is offered for sale and redevelopment on an “AS IS, WHERE IS” basis: RA AND ITS AFFILIATE ENTITIES, INCLUDING THE CITY OF STEVENS POINT, THEIR RESPECTIVE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, CONSTITUENTS, THE COMMON COUNCIL, CONSULTANTS, AGENTS AND THE LIKE DISCLAIM ANY LIABILITY WITH RESPECT TO THIS REQUEST FOR PROPOSALS (INCLUDING ANY ATTACHMENTS, EXHIBITS AND APPENDICES) AND THE REDEVELOPMENT OF THE PROPERTY, WHETHER DIRECT OR INDIRECT, ARISING FROM THE PHYSICAL (ENVIRONMENTAL AND SUBSURFACE, AND ANY OTHER) CONDITIONS OF THE PROPERTY WHETHER SUCH CONDITIONS ARE KNOWN, UNKNOWN, OBVIOUS, HIDDEN OR OTHERWISE. ANY PURCHASER/REDEVELOPER MUST RELY ON ITS OWN INSPECTIONS, INVESTIGATIONS, AND OTHER DUE DILIGENCE WITH RESPECT TO ANY PARTICIPATION IN THIS REQUEST FOR PROPOSALS OR REDEVELOPMENT OF THE PROPERTY, OR ANY OTHER ACTIVITY CONCERNING THE PROPERTY.

Part 3. Zoning and Use

The Property is currently being used as a senior apartment complex, and is zoned B-3 Central Business District. Information about this zoning classification can be found at: <http://stevenspoint.com/zoning>.

Part 4. City Incentive Availability

Tax Increment Financing District (TIF) District: The State of Wisconsin, subject to approval by the City of Stevens Point and the Joint Review Board, allows for the creation of a TIF District. A TIF agreement could be negotiated to allow issuance of TIF notes and/or TIF bonds to reimburse “Qualified Costs” incurred and/or paid by the Purchaser/Redeveloper in its Project in such TIF District, including certain financing costs relating to such Project. If a TIF District is established and TIF is approved for the project, a percentage of the increase in real estate taxes will be available to retire the TIF notes or TIF bonds. The amount of the TIF may be negotiated with the Purchaser/Redeveloper. City staff reviews the amount and terms of the TIF request and a detailed sources and uses of funding, including construction and permanent financing, to determine the need for and the appropriate amount of TIF financing and the impact of a TIF on the City’s General Revenue fund. Final approval for TIF financing is made by the governing body of the City of Stevens Point.

Part 5. Response Requirements – Format, Content, and Timing

Division 5.01 Required Form of Proposal

- 1) Proposals must be bound, in booklet form, on eight-and-one-half inch by eleven-inch (8.5” x 11”) white paper (Sheets containing graphic images, if any, may fold out to eleven inches by seventeen inches (11” x 17”). The front cover of each booklet must clearly identify the respondent and contain the name, address, and telephone number of its principal spokesperson, which may be released by RA as public information upon receipt of the Proposal. Oversized graphic materials, if any, will be accepted by RA provided that reduced versions are included in all original proposal booklets.
- 2) Each respondent must submit ten (10) complete and bound copies of each proposal AND one (1) unbound original, with original signatures, AND one (1) digital copy of the signed proposal AND one (1) “public/press” copy of the proposal in which the respondent should redact any information which the proponent deems confidential and/or proprietary.
- 3) **All proposals must be sealed proposals.**

NOTE: RA and the City of Stevens Point comply with Wisconsin Open Records Law. While proposals may be withheld from public disclosure under certain exemptions, all proposal materials may become public information at any point in the process. Further, RA cannot guarantee confidentiality of any materials during the evaluation process in the event of a legal challenge. Thus, proposals and communications exchanged in response to this Request for Proposal (RFP) (including the non-public copy of the response described

above) should be assumed to be potentially subject to public disclosure. RA, acting in its sole, unrestricted discretion, shall determine the stringency and/or stridency with which it will oppose, if at all, legal challenges to nondisclosure of financial or other information included in responses.

Division 5.02 Required Contents of Proposal

Each respondent must provide, at a minimum, the following information:

1) Cover Letter:

- a. Name, address, telephone number, and email of respondent;
- b. Name, address, phone number, and email of authorized representative of respondent, who shall sign the certification sheet described in 1)d below and is authorized to act on behalf of and represent respondent;
- c. Name, address, phone number, and email of a designated contact person for all notices and communications regarding the submitted proposal; and
- d. Statement signed by an authorized representative of the respondent certifying that:
 - i. All of the information contained in the proposal is true and correct;
 - ii. The respondent will proceed with the Project as proposed and according to the schedule proposed if the proposal is selected;
 - iii. Respondent agrees to all terms and conditions, reservations, and stipulations contained in this RFP document; and
 - iv. Signatory is authorized to make the commitments and representations contained in the letter and in the proposal on behalf of the respondent.

2) Respondent Information & Qualifications:

Identify the Project team and describe team members' qualifications and experience, with particular attention to experience and qualifications related to the proponent's proposal. Include the following information:

- a. Narrative summary describing why respondent is qualified to undertake the proposed Project.
- b. The names and titles of the responsible officer and other principals of respondent, the attorney representing the respondent, the architect for the project, proposed contractor, marketing and/or management entity, and other consultants, if any, including their addresses and email, telephone numbers and e-mail addresses, and brochures, if any, for each.

- c. Brief history of the respondent's, architect's, and contractor's experience and a description of other relevant projects underway or completed.
- d. A description of the proposed ownership for the Project. Include information on any significant projects completed in the past five years involving such ownership; and

3) Proposed Purchase and Redevelopment:

Each proposal must include a narrative description of the proposed Project, including the following:

- a. A detailed description of the Project that will be undertaken.
- b. A description of public improvements to be constructed, if any.
- c. Evidence of major user/tenant commitments and the nature of the commitments, if any.
- d. A description of the manner in which the proposed Project addresses the goals listed in Part 1 of this RFP.
- e. If possible, a site plan and rendering of the Project proposed.
- f. A budget for the Project, including the sources and uses of funds, as well as evidence of financial commitment to support the Project.
- g. A narrative description of the timetable for the Project.
- h. A detailed description of any conditions to performance. Provide a detailed description of any event, fact, circumstance, or agreement, upon which all or any part of the Project is conditioned.
- i. Other information. Include any other information the respondent believes is relevant to the proposal.

4) Purchase Price:

State the price respondent is offering to pay for the Property, if any. Include the total price, as well as any contingencies that are expected to be included by the respondent. State the amount of earnest money that respondent is prepared to pay if and when respondent's proposal is selected.

It is required that proposals follow the above format and include all requested information. The provision of supplemental and additional information to illustrate or clarify responses is encouraged.

RA reserves the right to release any information it believes is subject to public inspection under the Wisconsin Open Records Law. By submitting a proposal, respondent acknowledges

that, in the case of controversy surrounding the definition of public vs. private information, any and all information submitted by respondent may be required to be disclosed to the public.

RA RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION FROM RESPONDENTS AND TO CONSIDER SUCH ADDITIONAL INFORMATION PROVIDED IN SELECTING A PURCHASER/REDEVELOPER.

Part 6. Submission Deadline and Location

RA will be accepting sealed proposals until 1:00 PM, Wednesday, October 1, 2014. The proposal package must be clearly marked as “Proposal for Purchase and Redevelopment of 1450 Water Street” and delivered to:

Michael Ostrowski, Executive Director
Stevens Point City Hall
1515 Strongs Avenue
Stevens Point, WI 54481

Part 7. Property Inspection and RFP Clarifications

The Property will be open for physical inspection on an as needed basis. RA may provide a staff person to accompany the respondent on the inspection. Respondents inspecting the Property shall do so **at their own risk**.

Any and all questions or requests for clarification with respect to this RFP or the Property should be submitted in writing to the attention of Michael Ostrowski at the address shown above or emailed to mostrowski@stevenspoint.com. The RA may or may not respond to any or all questions, in the RA’s sole discretion. Copies of any questions to which the RA responds, if any, together with the responses, will be posted on the following website: <http://stevenspoint.com/rfp>.

If requested by individual prospective respondents, RA will assist in setting up individual meetings with appropriate building and other code officials, who can provide guidance on the building code and other requirements which will apply to the redevelopment work.

Part 8. Selection Procedures and Criteria

Selection Committee: Proposals will be reviewed by the RA Board of Commissioners. The proposals may also be reviewed by City Alderpersons and/or representatives of other City/RA offices.

Legal Guidance: The City Attorney will provide legal guidance on the selection process. Additional counsel may also be retained or involved in the review process.

Selection Process: Based on analysis and review, the RA Board of Commissioners may select a proposal to move forward with. However, RA Board of Commissioners may choose to reject all proposals if it determines that none of them will fulfill the Property’s potential, meet the requirements of the RFP, and/or provide acceptable economic benefit. Please be aware that the

City Council will need to authorize any sale or disposal of the Property. Other local governmental approvals may be required depending on the nature of the proposal recommended and the nature of incentives requested, if any. If approved, a Purchase and Development Agreement will be negotiated and finalized by and among the RA and the selected Purchaser/Redeveloper and any other necessary parties, together with additional documentation, legislation, or other actions by the City's governing body and/or other governmental entities, if any, as are required to implement the selected proposal.

Prohibited Solicitations and Contacts: Except as noted above, respondents and representatives of respondents are prohibited from contacting any RA Board of Commissioners involved in the process. All questions must be submitted in writing to the attention of Michael Ostrowski at the address shown above or emailed to mostrowski@stevenspoint.com. **Violations of the foregoing prohibition may result in the respondent involved being excluded from further participation in the RFP process.**

Additional Information: RA staff and financial, real estate development, environmental, engineering, and legal consultants may contact respondents with questions and requests for additional information concerning proposals. Respondents are encouraged to be responsive to the questions raised but are prohibited from soliciting support other than by responding to questions and providing requested information. **Respondents who engage in such prohibited solicitation may be excluded from further participation in the RFP process.**

Presentations: Respondents submitting proposals may be asked to make one or more presentations to RA staff, the RA Board of Commissioners, and/or the City Council.

Selection Criteria: Proposals will be evaluated using the goals, criteria and preferences specified elsewhere in this Request for Proposals, in particular the following (not in order of importance):

- Relevant experience and financial capacity of the respondent;
- Economic benefit expected from the proposed Project;
- Ability to accommodate existing tenants;
- Quality of life benefit expected from the proposed Project;
- Schedule for completion of the proposed Project;
- Financial feasibility of the proposed Project;
- Amount to be paid for the purchase of the Property; and
- Level of City incentives needed for the proposed Project.

RA Board of Commissioners reserves the right to take other factors and evaluations into account in approving or disapproving any particular proposal.

Part 9. Disclaimer

The Property is offered for sale and redevelopment on an "AS IS, WHERE IS" basis: **RA AND ITS AFFILIATE ENTITIES, INCLUDING THE CITY OF STEVENS POINT, THEIR RESPECTIVE ELECTED AND APPOINTED OFFICIALS, EMPLOYEES,**

CONSTITUENTS, THE COMMON COUNCIL, CONSULTANTS, AGENTS AND THE LIKE DISCLAIM ANY LIABILITY WITH RESPECT TO THIS REQUEST FOR PROPOSALS (INCLUDING ANY ATTACHMENTS, EXHIBITS AND APPENDICES) AND THE REDEVELOPMENT OF THE PROPERTY, WHETHER DIRECT OR INDIRECT, ARISING FROM THE PHYSICAL (ENVIRONMENTAL AND SUBSURFACE, AND ANY OTHER) CONDITIONS OF THE PROPERTY WHETHER SUCH CONDITIONS ARE KNOWN, UNKNOWN, OBVIOUS, HIDDEN OR OTHERWISE. ANY PURCHASER/REDEVELOPER MUST RELY ON ITS OWN INSPECTIONS, INVESTIGATIONS, AND OTHER DUE DILIGENCE WITH RESPECT TO ANY PARTICIPATION IN THIS REQUEST FOR PROPOSALS OR REDEVELOPMENT OF THE PROPERTY, OR ANY OTHER ACTIVITY CONCERNING THE PROPERTY.

Part 10. Purchaser/Redeveloper Responsibilities

The selected Purchaser/Redeveloper will be expected to take the following actions within the time frames specified in schedule included in the respondent's proposal (see below):

- Execute a **Purchase Agreement** with the RA wherein the Purchaser/Redeveloper shall agree to meet specific Project milestones within specified periods of time, and close on the sale of the Property no later than a date certain. The Purchase Agreement shall be subject to cancellation by the RA in the event that said milestones are not met to the satisfaction of the RA, in RA's sole and unfettered discretion. Milestones shall include but not be limited to the completion of architectural construction documents consistent with the original proposal upon which the respondent's selection was based, the completion of a definitive Project budget supported by evidence of financing, and definitive bids for the rehabilitation work. The Purchase Agreement shall also include both penalty and specific performance clauses.
- **Close on the purchase of the Property** and pay the agreed-upon purchase price, if applicable to RA. When the Property is transferred to the successful respondent, the deed to the Property will include a "right of re-entry" clause providing that RA may, in its sole and unfettered discretion, take back title to the Property in the event that the respondent does not complete the agreed-upon Project within the agreed-upon time frame. The "right of re-entry" will be released when the agreed-upon Project work is completed.
- Concurrently with closing on the purchase of the Property, execute a **Development Agreement** with the RA wherein the Purchaser/Redeveloper agrees to complete the Project in accordance with the budget, financing plan, and construction documents approved by RA pursuant to the Purchase Agreement above.
- **Complete the Redevelopment Work** in accordance with the Development Agreement.

RA shall provide reasonable assistance to the Purchaser/Redeveloper with respect to Purchaser/Redeveloper's obtaining the permits and approvals necessary to complete the Project. To the extent that economic incentives are included in the proposal and to the

extent that specific incentives are agreed to by RA, RA shall also reasonably cooperate with the Purchaser/Redeveloper in obtaining the necessary approvals for such incentives. Purchaser/ Redeveloper acknowledges, as a condition of proposal submission, that such permits, approvals, and economic incentives may require the regulatory or discretionary action of one or more federal, state, or local government entities not within the control of RA, and, to the extent the RA agrees with Purchaser/Redeveloper on a particular strategy, the RA will cooperate in facilitating the necessary government actions, but cannot guarantee that the necessary governmental actions or approvals will take place. The responsibility for securing the permits and approvals necessary for the completion of the Project shall rest with the Purchaser/Developer and not with the RA. For this reason, among others, the experience of the Purchaser/Redeveloper in the completion of similar projects shall be a significant factor in the evaluation process.

In addition to the Purchaser/Redeveloper's primary responsibilities as outlined above, the Project shall be subject to City and RA requirements, which will be included in the Development Agreement between RA and the Purchaser/Redeveloper, including but not necessarily limited to the following:

- **Liability Protection:** Purchaser/Redeveloper will be required to execute an **indemnification agreement** indemnifying the RA and other relevant entities with respect to redevelopment-related liability including but not limited to environmental remediation. During the term of RA ownership of the Property, Purchaser/Redeveloper shall provide RA with a **Certificate(s) of Insurance**, with types and amounts of insurance acceptable to RA, covering the Purchaser/Redeveloper's investigatory work on the Property, with such Certificate naming the Redevelopment Authority of the City of Stevens Point and the City of Stevens Point as additional insureds. Further, in both the Purchase and Development Agreements, the Purchaser/Redeveloper will be required to waive any and all claims against RA and the City of Stevens Point and their respective agencies, employees, officials, commissioners, directors, etc., arising out of or relating to, directly or indirectly, the physical (environmental, and subsurface and any other) conditions of the Property, whether or not such conditions are known, unknown, latent, patent, obvious, hidden, or otherwise.
- **Property Maintenance:** Purchaser/Redeveloper shall maintain the Property in compliance with applicable laws during the Project. This will include implementing the necessary security measures to keep the areas from being a public hazard or safety concern.
- **Required Payments:** Purchaser/Redeveloper shall fund all costs of the Project, including the payment of the purchase price and deposits associated therewith, without cost to or liability on the part of RA, the City of Stevens Point, or any other public agency, except for the provision of incentives agreed to in the Development Agreement.

Part 11. Reservations/Stipulations

Respondent acknowledges and accepts the following as a condition of proposal submission:

- 1) RA reserves the right to reject any or all proposals for any reason, in its sole and unfettered discretion; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate financial and other arrangements; to establish further criteria for selection; to ask respondents to submit additional information with respect to any aspect of respondent's submission whatsoever; to waive any informalities and/or irregularities in the submission of proposals and in the proposal process; and to negotiate with respondents as to any aspect of respondent's proposal whatsoever.
- 2) By accepting this RFP and/or submitting a proposal in response thereto, each respondent agrees for itself, its successors and assigns, to hold the RA and the City of Stevens Point and all of their various agents, commissioners, directors, consultants, attorneys, officers, and employees harmless from and against any and all claims and demands of whatever nature or type, which any such respondent, its representatives, agents, contractors, successors, or assigns may have against any of them as a result of issuing this RFP, revising this RFP, conducting the selection process and subsequent negotiations, making a final recommendation, selecting a Purchaser/Redeveloper and/or negotiating or executing an agreement incorporating the commitments of the selected Purchaser/Redeveloper.
- 3) Respondents shall carefully examine this RFP and shall make all necessary investigations to fully inform themselves as to the local conditions and requirements under which work is to be performed. Respondents shall familiarize themselves with all applicable Federal, State, and local statutes, regulations, ordinances, and rules for rehabilitation and operation of the Project within the State of Wisconsin and the City. No pleas of ignorance of conditions, statutes, or ordinances will be accepted as an excuse for any failure or omission on the part of the respondent to fulfill every requirement of the RFP and to perform as described in such respondent's proposal.
- 4) All permits or licenses required by all applicable Federal, State, local governments for construction and/or operations shall be obtained and paid for by the respondent. The respondent shall comply with all applicable Federal, State, and local laws, ordinances, and rules and regulations.
- 5) The selected respondent may be required to furnish a letter of credit or other security deemed satisfactory to the RA as security for the completion of the commitments made in its proposal.
- 6) By submitting a response to this RFP, each respondent acknowledges having read this RFP in its entirety and agrees to all terms and conditions set out in this RFP.
- 7) By submitting a response to this RFP, each respondent acknowledges and agrees that the

RA and the City of Stevens Point, and any consultants retained by the RA of the City of Stevens Point, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement information contained in respondent's proposal, and authorizes the release to the RA and the City of Stevens Point, and/or RA's or City of Stevens Point's consultants of any and all information sought in such inquiry or investigation.

- 8) Any misrepresentations or false statements contained in a response to this RFP, whether intentional or unintentional, shall be sufficient grounds for the RA to remove respondents from competition for selection at any time.
- 9) By submitting a response to this RFP, respondent commits that, if selected, respondent is willing and able to carry out the Project proposed in accordance with the schedule proposed and as described in respondent's proposal.
- 10) By submitting a response to this RFP, respondent acknowledges that:
 - a. This RFP is not a contract or a commitment of any kind by the RA or the City of Stevens Point, and does not commit the RA or the City of Stevens Point to award an exclusive Project option or to pay any cost incurred in the submission of a response. The RA and/or the City of Stevens Point, in any of their sole discretions, reserve the right to accept or reject in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this RFP. Failure to provide any of the requested data within the specified submission period may cause the RA or the City of Stevens Point, in any of their sole discretions, to reject the submittal or require the data to be submitted forthwith.
 - b. All submitted materials will become the Property of the RA and/or the City of Stevens Point, and may become public documents at any time during the selection process, and will become public documents at the conclusion of the selection process. Any and all documents submitted by the Respondent may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Wisconsin Open Records Law.
 - c. The qualifications of each member of the Project team are important criteria in the selection process. The selected Purchaser/Redeveloper will not be allowed to substitute any members of the Project team without prior approval by the RA. The RA, in their sole discretions, reserve the right to accept or reject proposed changes to the Project team and/or to negotiate the composition of Project teams. The RA is not requiring Project team members to form an exclusive relationship with any one respondent for purposes of responding to this RFP. Team members may participate in multiple team submittals.
 - d. By submitting a response to the RFP, each respondent expressly waives any and all rights that it may have to object to, protest, or judicially challenge the following:
 - i. The Property inspection, its availability or unavailability, the nature, scope

and extent thereof;

- ii. Any part of this solicitation and RFP process, including but not limited to the selection procedure sections of the RFP; and
 - iii. The invitation, evaluation and award process, including but not limited to the review and analysis of qualifications of the respondents, evaluation of initial proposals, selection of finalists, evaluation of best and final offers, or other aspects of the Purchaser/Redeveloper selection and award.
- e. The Purchaser/Redeveloper's projected return on its investment and compensation shall be derived from the Project. The RA and the City of Stevens Point do not and will not guarantee or represent any financial returns to the Purchaser/Redeveloper, and the Purchaser/Redeveloper must rely upon its own analysis of project feasibility and investment return.
- 11) Respondent acknowledges that transfer of Property ownership documents will provide that the Purchaser/Redeveloper shall not transfer all or any part of the ownership of the Project and/or the Property prior to the completion of the proposed Project to an unrelated entity without the express written approval of the RA, which approval RA may withhold in its sole and unfettered discretion. The Purchaser/Redeveloper will be subject to certain requirements and approvals by the RA in connection with assignments and transfers in order to prevent speculation in land holding and to ensure that the Project is completed in the time and manner proposed.

Exhibit A. Development Site



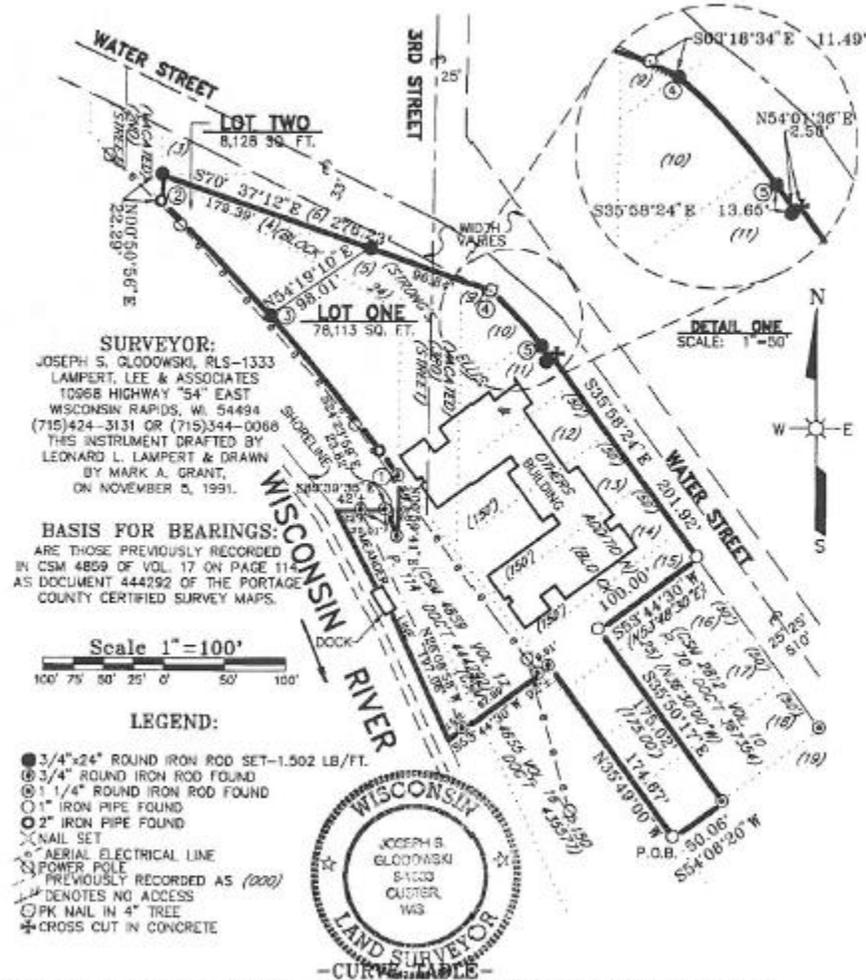
Exhibit B. Survey Map of Property

447230 PORTAGE COUNTY CERTIFIED SURVEY MAP NO. 4934-17-189

FOR

Stevens Point Housing Authority

All of CSM 4859, part of CSM 4655, part of Lots 4, 5 & 6, Block 24, part of Lots 9, 10, 11, 15, 16, 17, 18 and all of Lots 12, 13 & 14, Block 25, Strong's, Ellis & Others Addition, part of Government Lot 2, Section 32, T24N, R8E, City of Stevens Point, Portage County, Wisconsin



CURVE NO.	LOT NO.	RADIUS	CHORD BEARING	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH	TANGENT BEARING	TANGENT BEARING
1-2	1&2	1925.08'	N41°06'28"W	08°53'58"	298.99'	298.89'	N36°39'30"W	S45°33'26"E
3-2	2	1925.08'	N43°36'59"W	03°52'54"	130.42'	130.40'		
4-5	1	260.98'	S42°45'24.5"E	13°34'01"	61.80'	61.65'	N48°32'25"W	S35°58'24"E
1-3	1	1925.08'	N39°10'01"W	05°01'02"	168.57'	168.52'		

Drawing No. 8514-5902-B
F.B.P.

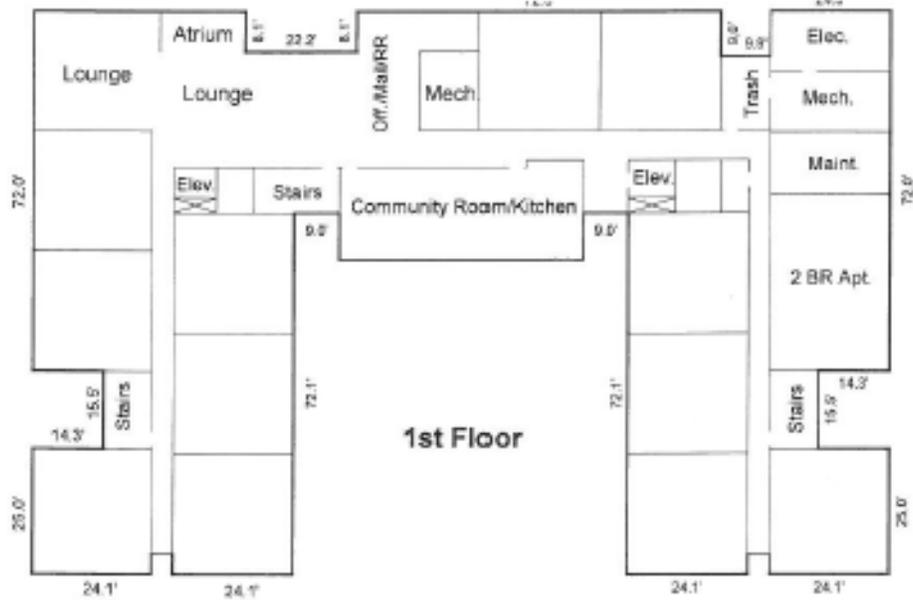
Page 1 of Sheet 1
Sheet 1 of 1 Sheet
- 3 -

CSM 4934
Vol. 17 P. 189
Doc't. 447230

Page 189

Exhibit C. Floor Plans

Sketch of Floors 1 - 2



Sketch of Floors 3 - 5

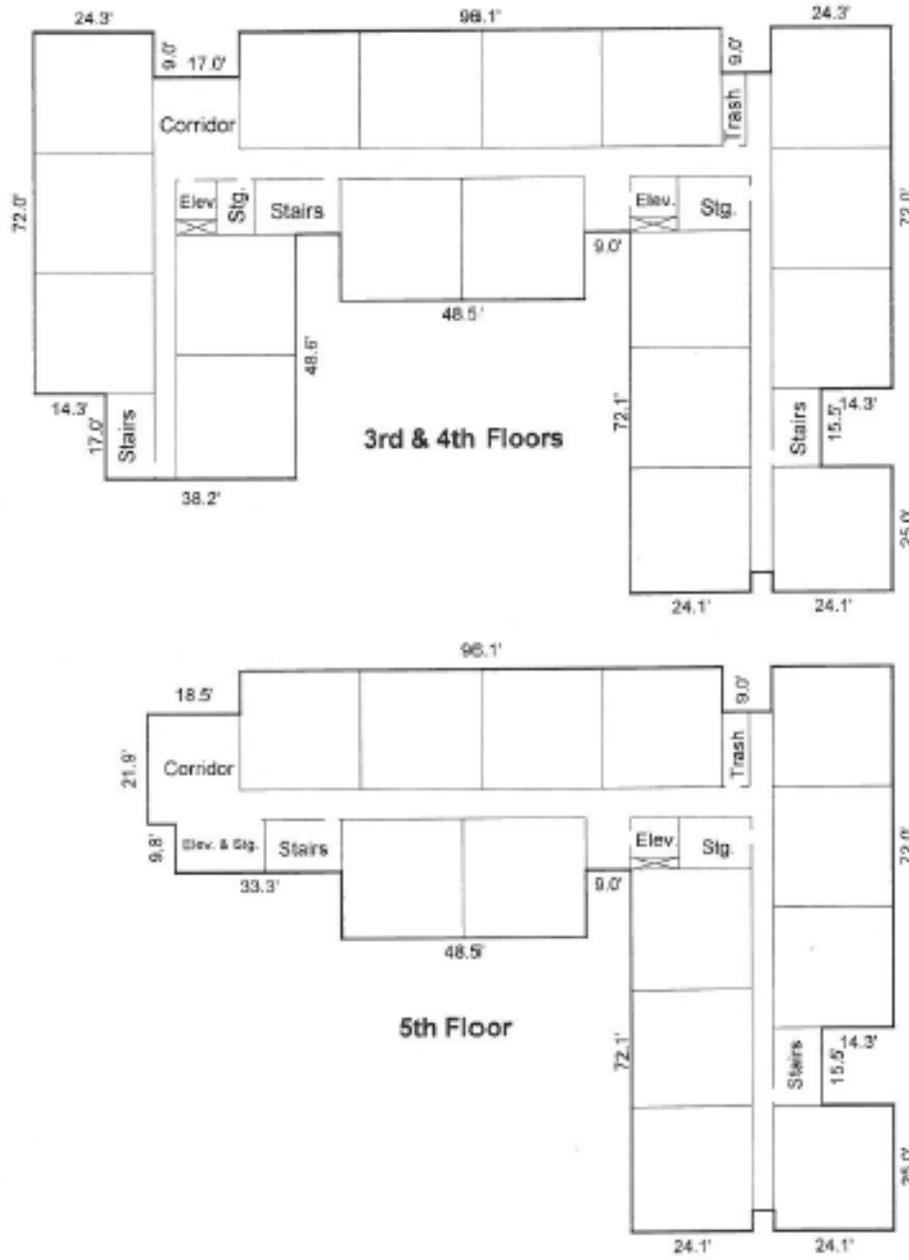


Exhibit D. Images of Property/Building



Exterior



Exterior



Parking Lot



1st Floor Common Area



1st Floor Community Room



1st Floor Community Room



Office



1st Floor Hallway



Mail Area



1st Floor Common Bathroom



Mechanical Room



Mechanical Room



Unit



Unit



Unit



Unit



Unit



Common Hallway



Common Area

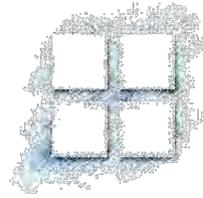


Laundry Room

Exhibit E. Façade Reports

Reports to follow on the next page.

6245 Packer Drive • Wausau, WI 54401
715.848.8677 • FAX 715.842.3767
www.wjhiggins.com



W.J. Higgins
& ASSOCIATES, INC.

WJH&A Project No.: 13082

December 4, 2013

Mr. John Niedbalski
Stevens Point Housing Authority
130 Briggs Court
Stevens Point, WI 54481

Onsite Masonry Veneer Evaluation

Edgewater Manor
1450 Water Street
Stevens Point, WI

Project Background:

WJ Higgins & Associates, Inc. (WJH) was contracted by the Stevens Point Housing Authority to review and evaluate the current condition of masonry (brick) veneer façade located at 1450 Water Street in Stevens Point on November 26, 2013. As reported to WJH by the Stevens Point Housing Authority there has been visible displacement or movement of the brick recently; additionally the exterior window sill flashing at various locations has rotated upward and the window perimeter sealants have separated.

Two locations of the brick veneer were removed in order to understand the wall assembly construction and determine what is causing the dislodging of the brick, sill flashing rotation and window sealant failures.

Observations

UNIT 506

- Bedroom window exterior sill flashing has rotated upwards (Photo Nos. 1 & 2).
- Perimeter sealant around the windows has failed cohesively (Photo Nos. 1, 3-5).
- A straight edge was set against the wall to evaluate the offset of the dislodged brick (Photo No. 6).
- Window assembly has settled approximately $\frac{1}{4}$ - $\frac{3}{8}$ " (Photo No. 7).
- There is a significant amount of mortar droppings behind the brick veneer, there is no mortar netting (Photo No. 8).
- The windows are sealed to the brick veneer; there is no weather barrier behind the veneer (Photo No. 9).
- Water staining is present below the window corners on the exterior sheathing (Photo No. 10).
- Some of the galvanized masonry veneer anchors are being pulled away from the wall as the brick veneer is dislodging (Photo No. 11).

- There are no current signs of movement or damage to the interior finishes (Photo Nos. 12-14).
- The steel shelf angle is concealed by the horizontal control joint sealants (Photo No. 15).
- The masonry veneer wall assembly is constructed from exterior to interior as follows:
 - Brick veneer
 - Air cavity
 - Exterior sheathing board
 - Metal stud framing with batt insulation set on top of the floor slab
 - Interior drywall

Discussion

The masonry veneer wall assembly is designed and intended to take on minimal water volume and divert that water back to the exterior of the wall assembly. Based on the sample cuts performed on November 26, 2013 it was apparent that the drainage of water from the air cavity was severely hindered due to significant amounts of mortar droppings and the inability for the flashing to effectively drain. We believe the most significant mechanism contributing to the brick displacement is freezing water trapped or contained within the air cavity at the base of the flashing. The combination of mortar droppings and water accumulation due to limited drainage has permitted “ice jacking” between the shelf angle or slab edge and the interior side of the brick veneer (reference Sketch 3); over time more water will be permitted due to failing sealant and window joinery issues.

The original design indicates the wall flashing one course above the control joint, as constructed the flashing is set directly on top of the steel shelf angle; exterior of the steel shelf angle between the brick is a control joint (sealant) with rope wicks. The rope wicks cannot efficiently drain the water entering the brick cavity as the water flow is blocked by the control joint sealant (reference Sketch 3). This detail is present at all shelf angles around the building. We suspect that some locations are able to drain back into the cavity below or have little mortar droppings which may be why these areas are not currently displacing.

Factors contributing to the volume of water or moisture within the air cavity include water absorption through the brick veneer, failed sealant joints in the veneer and around the windows, vapor diffusion from interior to exterior, and water leakage from the windows at the frame joinery (signs of water leakage below the window on the sheathing).

As a direct result of the displaced brick veneer at various locations the window assembly and exterior sill flashing which previously set on the inner edge of the brick (reference Sketch 1) are no longer supported by the brick allowing the window to settle slightly tipping the flashing upward (reference Sketch 2) and causing the window sealants to tear or fail cohesively. With the sill flashing back-pitched and the window perimeter sealants failing there is the reality of increased potential for water entry into the air cavity which again cannot be effectively drained further aggravating the root cause.

Conclusion

Although we did not identify any areas of the veneer which are currently loose or not somewhat secured to the structure, the conditions observed during our evaluation should be considered a life safety issue as the possibility for brick to fall is present particularly during the fall/winter months.

It is our professional opinion that the process observed above will continue to occur as the mechanisms creating the issues are still present. We cannot determine the extent of the displacement opportunity in the future without an extensive investigation.

The current locations which exhibit signs of displacement or veneer movement should be temporarily secured (see Repair Options). Long term it is our opinion that the masonry veneer should be removed and replaced with a new veneer wall assembly to ensure future issues are being avoided. . Current code dictated wall assembly and performance criteria should be considered if this path is chosen. The window assemblies have exceeded their life expectancy and appear to be leaking at the frame corners. The current wall assembly does not incorporate a weather barrier (air, water vapor barrier) and has limited insulation value due to the studs interrupting the batt insulation. Although the proposed long-term repair will be expensive it does provide the opportunity to significantly reduce operating costs (low to no maintenance costs), reduced energy use, and an overall face lift.

We have considered performing limited renovations to the failing areas; however we cannot guarantee that this process will not continue to occur at other areas. If desired we are willing to discuss this option further but do not believe that is a good long-term option; our opinion regarding this is based on the in-ability for the flashings to effectively drain (depicted on Sketch 3).

Repair Options

Temporary Repair

- Install a #14 fastener with a 3” diameter washer through the horizontal mortar joints at displaced areas into the structure / stud framing to retain the brick. Fasteners should be placed on a 24” o.c. grid or less.
- Remove all sill flashings which are back pitched and temporarily attach and seal them to the window sill to promote proper drainage.
- Re-caulk the open or failed sealant joints to limit the water migration into the cavity.

Long Term Repair

- Remove the exterior brick veneer, sheathing, and batt insulation.
- Install new sheathing, weather barrier (air, water, vapor barrier), continuous insulation (3-4”), new windows, and a new cladding material (brick, metal panels, EIFS, etc).

This repair can be phased and have little to no impact on the interior finishes.

WJH has prepared this evaluation report at the request of the Stevens Point Housing Authority; we are prepared to discuss the report in further detail if requested.

Sincerely,



Joshua R. Brandt

Consultant

W.J. Higgins & Associates Inc.

PHOTOS



Photo No. 1- Exterior sill flashing rotated upwards, and failed perimeter sealant



Photo No. 2- Rotated exterior sill flashing



Photo No. 3- Window perimeter sealant failure



Photo No. 4- Window perimeter sealant failure, brick shifted to the exterior



Photo No. 5- Window perimeter sealant failure



Photo No. 6- Straight edge approximately 1" from the face of the brick



Photo No. 7- Window has settled, the top line is the location of the sill flashing which the window previously set on; the lower line is the approximate location of the bottom of the window currently.



Photo No. 8- Mortar droppings in the brick/ drainage cavity.



Photo No. 9- Exterior sheathing with no weather barrier, the window is only sealed to the brick veneer



Photo No. 10- Water staining on the exterior sheathing below the window corners



Photo No. 11- The brick tie adjacent to the dislodging veneer is being pulled away from the wall

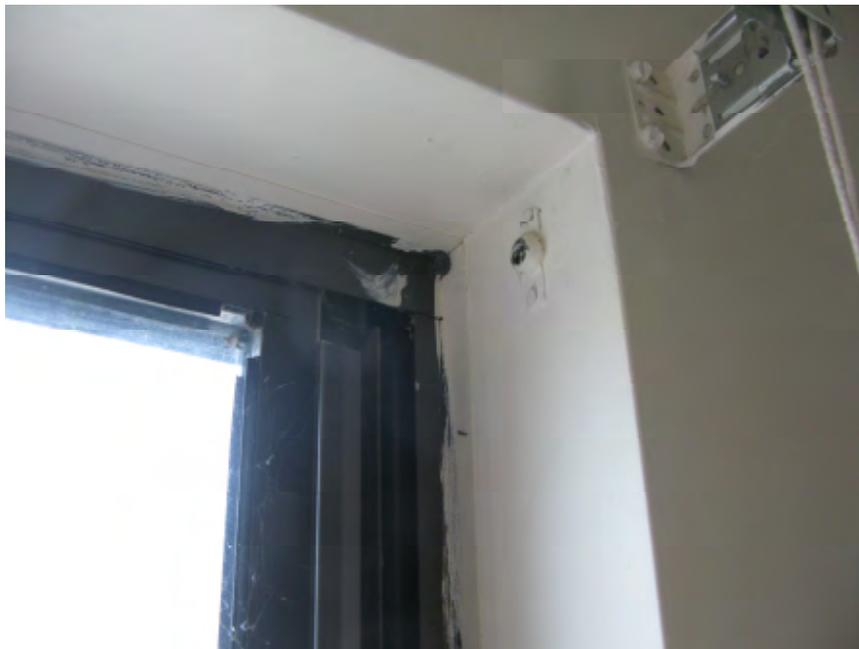


Photo No. 12- Interior view, Bedroom 506



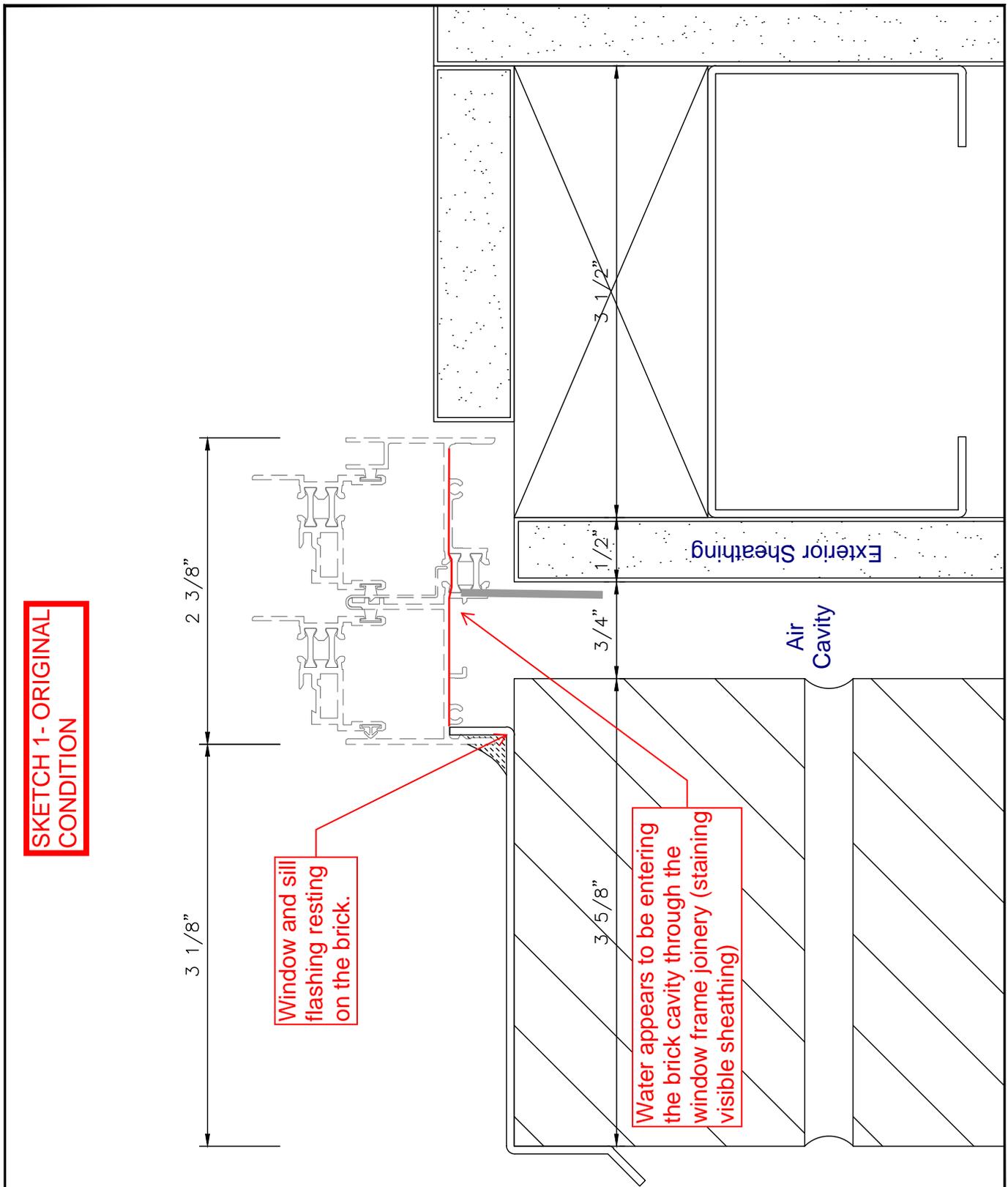
Photo No. 13- Interior view, Bedroom 506



Photo No. 14- Interior view, Bedroom 506



Photo No. 15- Control joint at steel shelf angle (sealant removed)



SKETCH 1- ORIGINAL
CONDITION

Window and sill
flashing resting
on the brick.

Water appears to be entering
the brick cavity through the
window frame joinery (staining
visible sheathing)

Project Name:

EDGEWATER MANOR
1450 WATER STREET
STEVENS POINT, WI

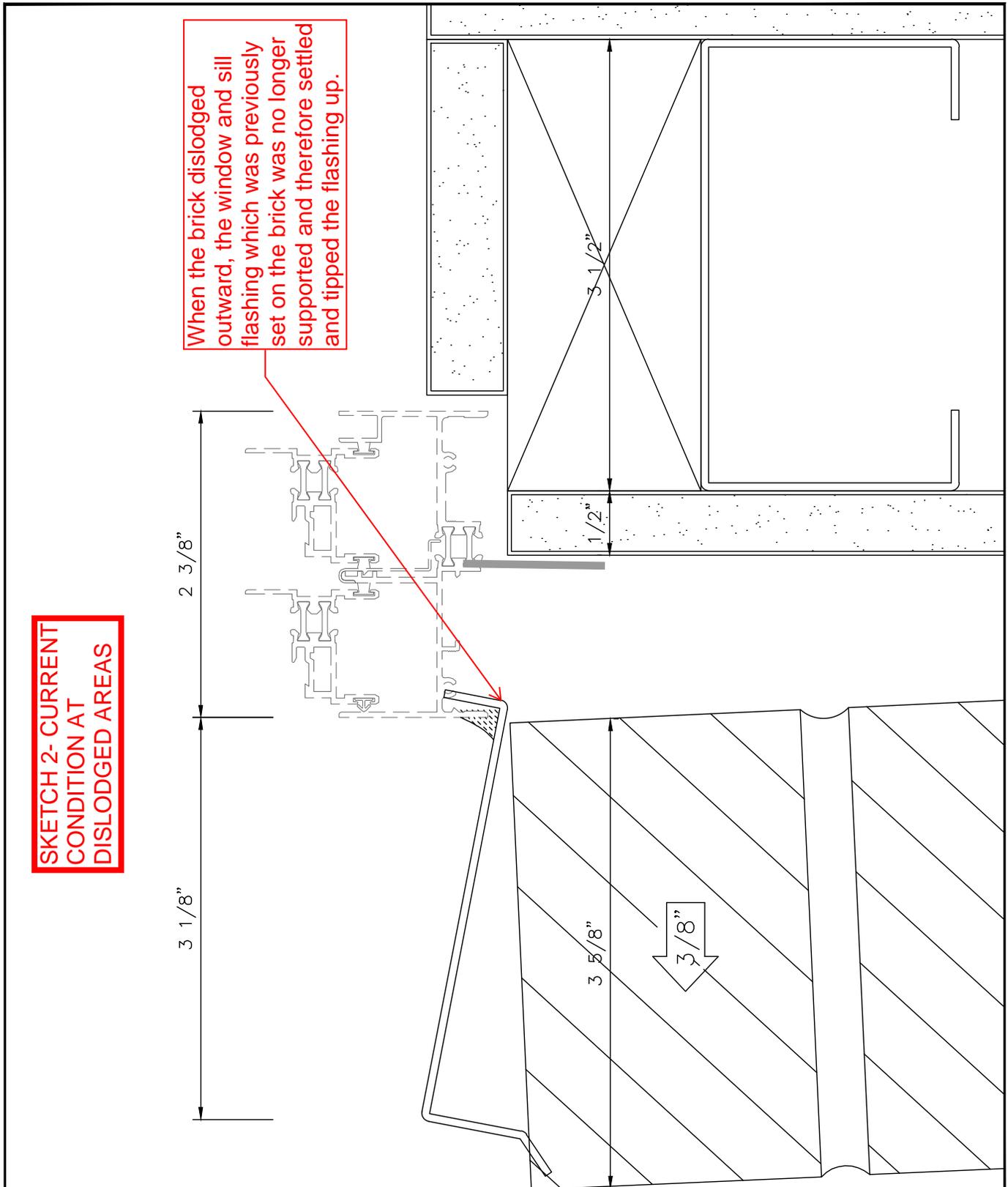
6241 PACKER DRIVE
WAUSAU, WI 54401
715.848.8677
715.842.3767 (FAX)
www.wjhiggins.com



Drawn By: WJH
Date Drawn: 12/3/13
Scale: Full

Sheet No.: D1
Job Number:

13082



Project Name:

EDGEWATER MANOR
 1450 WATER STREET
 STEVENS POINT, WI

6241 PACKER DRIVE
 WAUSAU, WI 54401
 715.848.8677
 715.842.3767 (FAX)
 www.wjhiggins.com



Drawn By: WJH

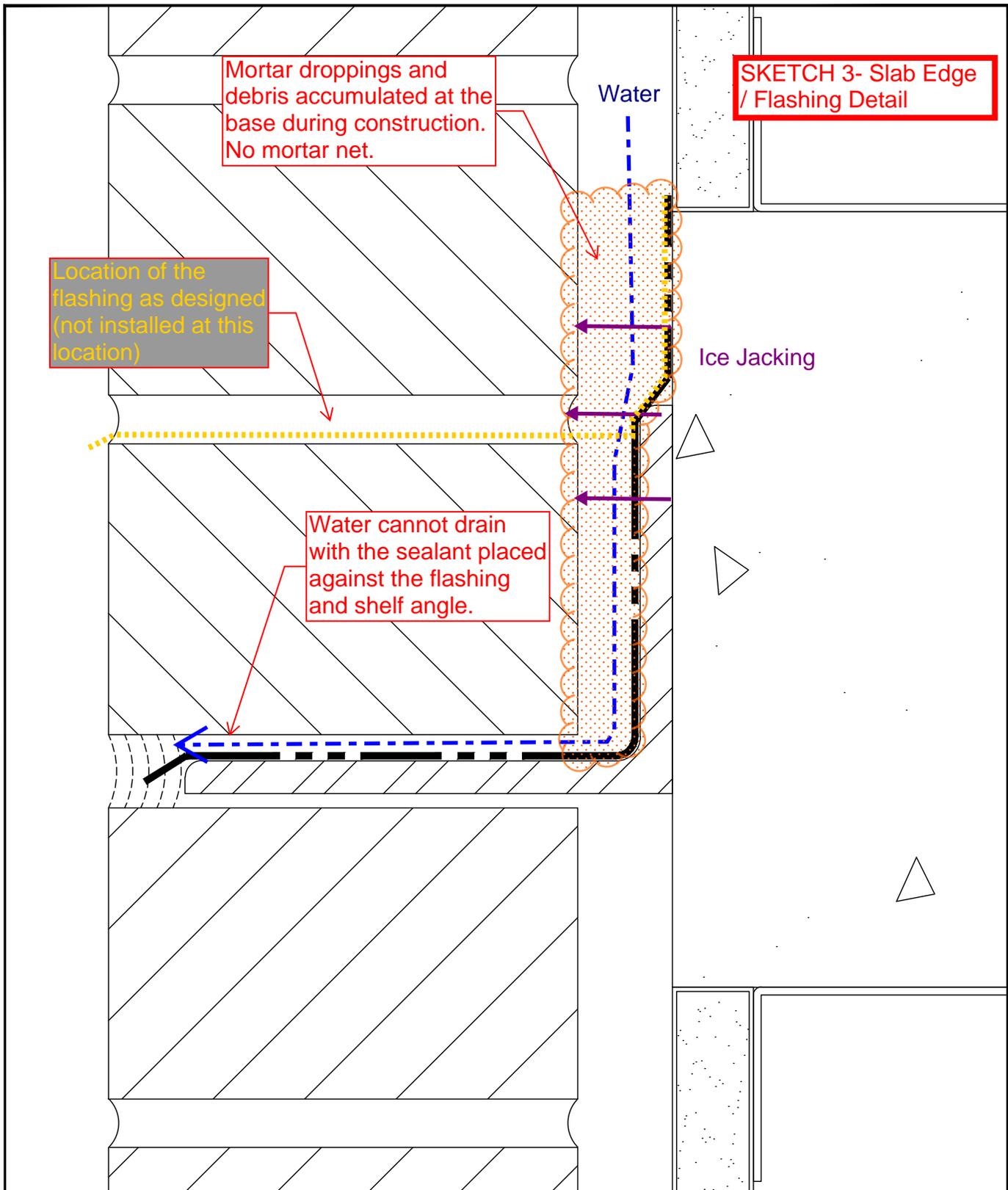
Sheet No.: D2

Date Drawn: 12/3/13

Job Number:

Scale: Full

13082



Project Name:

EDGEWATER MANOR
 1450 WATER STREET
 STEVENS POINT, WI

6241 PACKER DRIVE
 WAUSAU, WI 54401
 715.848.8677
 715.842.3767 (FAX)
 www.wjhiggins.com

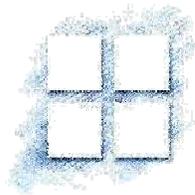


Drawn By: WJH
 Date Drawn: 12/3/13
 Scale: Full

Sheet No.: D3
 Job Number:

13082

6245 Packer Drive • Wausau, WI 54401
715.848.8677 • FAX 715.842.3767
www.wjhiggins.com



W.J. Higgins
& ASSOCIATES, INC.

May 13, 2014

WJH&A Project No.: 13082

Mr. Michael Ostrowski
Stevens Point City Hall
1515 Strongs Avenue
Stevens Point, WI 54481

Onsite Masonry Veneer Evaluation- May 8, 2014

Edgewater Manor
1450 Water Street
Stevens Point, WI

Project Background:

WJ Higgins & Associates, Inc. (WJH) was contracted by the Stevens Point Housing Authority to review current status of the masonry (brick) veneer façade located at 1450 Water Street in Stevens Point and provide recommendations with regard to short, medium and long term actions required. On November 26, 2014 WJH performed an evaluation and prepared a formal report with recommendations and is in part the basis for the conclusions contained herein.

Site Visit:

WJH conducted a visit on May 8, 2014 to assess the current status of the masonry veneer. The visual survey of the exterior masonry veneer included a limited number of measurements at Units 506 and 508 where the brick had previously been removed.

We were not able to observe any significant visual change in the masonry veneer or its attachment to structure. This however is not an indication that the veneer is not moving or will not continue to move; it is our opinion that the displacement of the veneer has occurred over the life of the building and will continue to occur.

Recommendations:

Short-Term- To date the masonry veneer has not been temporarily repaired as outlined in the December 4, 2014 report prepared by WJH; with this in mind we recommend at minimum contracting a company specializing in overhead protection to supply a fully engineered and installed canopy/overhead protection at all exit/entrance areas as required to shield any tenants or people from potential falling materials. Additionally we recommend safety fencing to prohibit access to the areas surrounding the building; we understand you are in the process of ordering and installing the fencing at a set back of 15 feet from the building. The overhead protection and safety fencing are to be considered short term and should be implemented immediately and remain in place until a temporary repair is installed or the masonry veneer is removed and reinstalled.

Additionally during the visit on May 8, 2014 you indicated that the ground level patio areas and the 3rd floor patio would be temporarily closed until a repair has been implemented.

Mid-Term- As previously discussed in the WJH report dated December 4, 2013

Temporary Repair

- Install a #14 fastener with a 3" diameter washer through the horizontal mortar joints at displaced areas into the structure / stud framing to retain the brick. Fasteners should be placed on a 24" o.c. grid or less.
- Remove all sill flashings which are back pitched and temporarily attach and seal them to the window sill to promote proper drainage.
- Re-caulk the open or failed sealant joints to limit the water migration into the cavity.

The temporary repair is intended to secure the veneer to the building structure for a period of time (1-2 years) allowing the Owner to evaluate all options and implement a "*Long-Term Repair or Permanent Repair*"

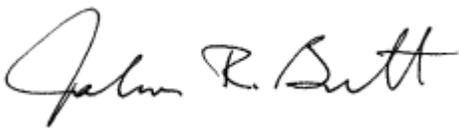
Long-Term- The brick veneer's current condition and original detailing/construction does not permit an effective long-term repair. It is the opinion of WJH that within the next two years the masonry veneer should be removed and replaced with a new code-compliant exterior wall assembly also discussed in the December 4, 2013 report

Long Term Repair

- Remove the exterior brick veneer, sheathing, and batt insulation.
- Install new sheathing, weather barrier (air, water, vapor barrier), continuous insulation (3-4"), new windows, and a new cladding material (brick, metal panels, EIFS, etc).

W.J. Higgins and Associates, Inc. has prepared this document based on our current understanding of the project and your needs. If you have any questions regarding the document or its content please feel free to contact us.

Sincerely,



Joshua R. Brandt

Consultant

W.J. Higgins & Associates Inc.