

CITY OF STEVENS POINT

BOARD OF PUBLIC WORKS MEETING

Monday, October 13, 2014 – 6:10 p.m.

(or immediately following previously scheduled meeting)

Lincoln Center – 1519 Water Street

Stevens Point, WI 54481

AGENDA

[A quorum of the City Council may attend this meeting]

CONSIDERATION AND POSSIBLE ACTION ON THE FOLLOWING:

1. Approve final design contract with AECOM for the Hoover Road Grade Separation Project.
2. Contract for the Coye Drive Intersection Control Evaluation.
3. Approval to release RFP's for a Traffic Impact Analysis at EM Copps Drive/Brilowski Road Intersection and the County Highway R Corridor from USH 10 to CTH HH.
4. Amendment to Parking Ordinance Chapter 9, Section 9.05 (e) for 30 Minute Parking on the north side of Park Street between Church Street and Strongs Avenue.
5. Discussion and review of Parking RFP results.
6. To accept the Director's Report and place it on file.
7. Adjournment.

Any person who has special needs while attending this meeting or needs agenda materials for this meeting should contact the City Clerk as soon as possible to ensure a reasonable accommodation can be made. The City Clerk can be reached by telephone at (715) 346-1569, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481

Copies of ordinances, resolutions, reports, and minutes of the committee meetings are on file at the office of the City Clerk for inspection during normal business hours from 7:30 A.M. to 4:00 P.M.

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
Phone: 715-346-1537
Fax: 715-346-1687

October 8th, 2014

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Hoover Grade Separation – AECOM Final Design Contract

Enclosed you will find the final design contract for the Hoover Grade Separation. The cost for the final design is \$374,285.78.

In addition to the final design costs, the City will also need to have a separate contract with a land acquisition specialist / consultant in terms of negotiating and finalizing the acquisition of additional right of way for this project. Hiring of the land acquisition specialist will occur after the Final Plat has been approved. I would anticipate Final Plat approval in the late spring of 2015.

If there are any questions pertaining to contract feel free to contact me.

Thank you.



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective October 20, 2014, is by and between **City of Stevens Point**, a municipality in the State of Wisconsin ("Client"), and **AECOM Technical Services, Inc.**, a California corporation ("AECOM"), referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

GC-1 SCOPE OF SERVICES

1. AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

GC-2 TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article GC-22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

GC-3 COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

GC-4 NOTICE All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

TO CLIENT:

City of Stevens Point
1515 Strongs Avenue, Stevens Point, Wisconsin 54481
Attn: Scott Schatschneider, P.E., Director of Public Works

TO AECOM:

200 Indiana Avenue
Stevens Point, WI 54481
Attn: Kevin Hagen, P.E., Project Manager

Claims-related notices shall be copied to:
Robyn Miller, Chief Counsel, Americas
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

GC-5 AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of design. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors or vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of construction personnel; (iii) selection of construction equipment; (iv) co-ordination of construction subcontractors or vendors; (v) for placing into operation any plant or equipment; (vi) or for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall also not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall also not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at project site relating to the Services ("Project Site"). So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does address such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

GC-6 CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements and criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required in the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

GC-7 INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture or create a relationship of employer/employee or principal/agent between Client and AECOM.

GC-8 CONFIDENTIALITY

8.1 AECOM shall treat as confidential and/or proprietary information and data delivered to it by Client which information and data are specified in writing by Client to be confidential ("Confidential Information") or which would reasonably be viewed as confidential under the circumstances. Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the written consent of Client, except in the performance of the Services.

8.2 Notwithstanding the above, these limitations shall not apply to information which is (i) already known to AECOM at the time of its disclosure; (ii) or becomes publicly known through no wrongful act or omission of AECOM; (iii) communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) independently developed by AECOM; or, (v) required by law to be disclosed to any governmental agency, provided that before making such disclosure, AECOM shall immediately provide Client with written notice and a reasonable opportunity for Client to object to the disclosure or to take action to maintain the confidentiality of the information.

8.3 Upon termination of this Agreement and at Client's written request, AECOM shall return the Confidential Information to Client or destroy all copies of the Confidential Information. Notwithstanding the above, AECOM shall be entitled to retain a copy of information related to the performance of its Services involving such Confidential Information for its archives.

GC-9 DATA RIGHTS

9.1 All Deliverables resulting from the performance of the Services shall become the property of Client upon proper payment. Any modification or reuse of Deliverables without the express written verification or adaptation by AECOM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to AECOM or others for whom AECOM bears responsibility. Any such verification or adaptation will entitle AECOM to further compensation at rates to be agreed upon by the Parties.

9.2 Notwithstanding the above Section 9.1, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Deliverables ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes. AECOM may retain a copy of the Deliverables for its archives.

GC-10 COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law") in effect as of the date of this Agreement.

GC-11 FORCE MAJEURE Neither Party shall be responsible for a delay in performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by

extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies, discovery of hazardous materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment in compensation, schedule, or both, in the foregoing circumstances.

GC-12 INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 per occurrence/aggregate;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 per occurrence/aggregate; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

12.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require its Contractors and any vendors working on the Project Site to defend, indemnify and hold harmless AECOM and the Client as follows:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Client and AECOM and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, a subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this clause.

In any and all claims against the Client, or AECOM or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

The obligation of the Contractor under this clause shall not extend to the liability of AECOM, its agents or employees, arising out of (1) the preparation of maps, drawings, opinions, reports, surveys, change orders, design or specifications, or (2) the giving of or the failure to give directions or instructions by AECOM, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In addition, Client shall require the Contractors to add AECOM as an additional insured on the Contractor's Commercial General Liability and Auto Liability insurance policies applicable to the Project.

GC-13 INDEMNITY AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by the negligence or willful misconduct of AECOM in the performance of the Services.

GC-14 CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GC-15 RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBCONTRACTORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS ("CONSULTANT COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

GC-16 DISPUTES RESOLUTION Any dispute relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute. The representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of these or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

GC-17 GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin.

GC-18 TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up to the termination date plus reasonable termination expenses, including without limitation, reassignment of personnel, subconsultant termination costs and related close-out costs.

18.2 This Agreement may be terminated for cause if a Party fails substantially to perform its obligations under this Agreement and does not commence correction of such non-performance within 5 business days of written notice and diligently complete the correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

GC-19 ASSIGNMENT Neither party may assign this Agreement without the written consent of the other Party; provided, however, that AECOM shall be entitled without such consent to assign this Agreement to any of its subsidiaries or affiliates upon written notice to Client and to engage subconsultants to perform all or any part of the Services. AECOM shall remain responsible for the performance of the Services.

GC-20 PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

GC-21 WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

GC-22 SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles GC-5, GC-8, GC-9, GC-13, GC-14 and GC-15 shall survive termination of this Agreement.

GC-23 PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either Party as the drafter of this Agreement.

GC-24 SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

GC-25 ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
EXHIBIT D (if applicable) and Article GC-26	Special(ized) Terms and Conditions
Consulting Services Agreement	Articles GC1 through 25 and 27
EXHIBIT B	Compensation & Payment
EXHIBIT B-1	Schedule of Fees (if applicable)
EXHIBIT A	Services
Other contract documents	

GC-26 SPECIAL TERMS & CONDITIONS

None
EXHIBIT D Specialized Services Terms and Conditions is not attached to and incorporated by reference into this Agreement.

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GC-27 ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: City of Stevens Point, Wisconsin

David R. Hansen
Signature

Signature

David R. Hansen
Printed Name

Printed Name

V.P.
Printed Title

Printed Title

Address
200 Indiana Avenue
Stevens Point, WI 54481

Address
1515 Strongs Avenue
Stevens Point, WI 54481

(end of page)

EXHIBIT A**SERVICES**Scope of Services:**A. PROJECT DESCRIPTION**

The city of Stevens Point (CLIENT) has completed a preliminary study of alternatives and environmental documentation for improvements to the at-grade intersection of Hoover Road/Country Club Drive and the Wisconsin Central Limited Railroad which is operated by Canadian National Railroad (CN RR). The preferred alternative and proposed improvement resulting from this study includes constructing a single-span grade separation structure carrying Hoover Road/Country Club Drive over CN RR, east of the existing at-grade crossing. The proposed project length along Hoover Road/Country Club Drive is approximately 2,500 feet. The south project limit is approximately 250 feet south of Industrial Park Road and the north project limit is approximately 100 feet north of Carols Lane.

Hoover Road/Country Club Drive will consist of a 4-lane urban roadway (2 lanes in each direction) with on-street bike lanes and a median. Street lighting will be located in the median. A multi-use path, separated from the roadway by a traffic barrier, will be located on the west side of Hoover Road/Country Club Drive, and a sidewalk will be located on the east side of the roadway. The raised roadway will be supported by fill slopes in the northwest, northeast, and southeast quadrants of Hoover Road/Country Club Drive and CN RR intersection. The roadway will be supported by a Mechanically Stabilized Earth (MSE) wall in the southwest quadrant. MSE walls will also be used in front of the bridge abutments, parallel to the railroad tracks.

The proposed improvement includes the reconstruction of the intersection of Hoover Road with Industrial Park Road, with work on Industrial Park Road extending up to approximately 500 feet west of Hoover Road. Woodward Drive will also be realigned due to the proposed grade changes associated with the grade separation structure.

The scope of this contract includes advancing conceptual design and plans developed during the preliminary study of alternatives to 60%, completing a traditional right of way plat, and then preparing final construction plans and specifications.

The project will be designed in accordance with Wisconsin Department of Transportation (WisDOT) and Federal Highway Administration (FHWA) procedures to maintain eligibility for Surface Transportation (STP) Urban Funding or other additional state/federal monies that may become available. The CLIENT will be 100 percent responsible for funding the advancement of the design from the conceptual stage through final construction plans and specifications.

B. SCOPE OF SERVICES

The scope of SERVICES is as follows

Task 1 - Project Management**01.01 Project Set Up**

1. Set up the AECOM filing system for project correspondence and design files. The budget accounting system will be set up for tracking costs by task.

01.02 Management

1. Develop a project plan for completion of the project. Update and monitor the project schedule on a regular basis.
2. Develop a project safety plan.
3. Develop and execute subconsultant agreements.
4. Review and approve invoices (subconsultants and vendors), and prepare monthly invoices for the CLIENT with progress reports.
5. Provide overall coordination and management for the project, including project reviews and quality control reviews.

01.03 Project Coordination

1. Update project files.
2. Coordinate with CLIENT staff via monthly reports to the Director of Public Works.

Task 02 – Data Collection**02.01 Field Survey**

1. Complete supplemental electronic data collection of topographic information including:
 - Proposed soil borings locations
 - Building faces and loading dock locations at Big Dirt and Warehouse Specialists
 - As-built driveway off of Hoover Road at Big Dirt
2. Electronically download the field survey directly to CADD for insertion into the base map.

02.02 Geotechnical Investigation (Nummelin Testing Services, Inc.)

1. Coordinate with Nummelin Testing Services to provide a geotechnical investigation (see attached proposal), including the following:
 - a. Project coordination, administration, setup, and planning, including contacting digger's hotline for utility locates prior to commence drilling operations.
 - b. Mobilization/demobilization of drill crew, rig, and all materials to the site and return to office.
 - c. Traffic control.
 - d. Perform up to 15 hollow-stem soil auger borings. Proposed boring depths vary in depth from 15 feet to 125 feet. Soil sample interval will be every 2.5 feet in the top 10 feet, and 5 feet in depths greater than 10 feet. The following borings are proposed:
 - Seven (7) pavement borings, 10 feet deep
 - One (1) pavement boring, 15 feet deep
 - One (1) MSE wall boring, 25 feet deep
 - One (1) MSE wall boring, 35 feet deep
 - Two (2) MSE wall borings, 50 feet deep
 - One (1) MSE wall/bridge boring, 125 feet deep

- e. Backfill bore holes in accordance with Wisconsin Department of Natural Resources (DNR) requirements.
- f. Engineering report to include a summary of findings and observations noted on the boring logs, interpretation of available project information including the Preliminary Geotechnical Report, external MSE wall stability, overall stability of the wall/slope, bridge foundation design parameters per current WisDOT LRFD methodologies, recommendations regarding pavement design parameters, requirements for utility construction and trenching, lighting foundation design, signage foundation design and trench and roadway fill material recommendations.

Task 03 – Design Reports

03.01 Intersection Control Evaluation (ICE) Report

1. Prepare a scoping level Intersection Control Evaluation (ICE) for the Hoover Avenue & Industrial Park Drive intersection. Evaluate the intersection per chapter 11-25-3 of the WisDOT Facilities Development Manual (FDM). Evaluate up to three intersection control alternatives, anticipated to be:
 - Side Road Stop Control
 - Traffic signals
 - Roundabout
2. If the results of the scoping level ICE require an alternative selection ICE, prepare the alternative selection ICE for the Hoover Avenue & Industrial Park Drive intersection per chapter 11-25-3 of the FDM.
3. Electronically submit the report to CLIENT and the Management Consultant (MC) for review and approval.

03.02 Pavement Design Report

1. Prepare a Pavement Design Report in accordance with the FDM. The report will evaluate two alternatives. Asphaltic concrete pavement and concrete pavement will be evaluated through a lifecycle cost analysis. The objective of the pavement design is to provide the best combination and pavement thickness, and structure materials based upon economics over the life of the design period.
2. Electronically submit the report to CLIENT and the MC for review and approval.

03.03 Transportation Management Plan

1. Prepare a Transportation Management Plan in accordance with the FDM. The Transportation Management Plan worksheet shall be attached to the DSR for approval. A Type 2 Transportation Management plan is anticipated for this project.

03.04 Design Study Report

1. A DSR will be prepared after approval of the Environmental Report and when the preliminary design is complete (approximately 60 percent project completion). The DSR will be prepared in accordance with the FDM.
2. Electronically submit the report to CLIENT and the MC for review and approval.

Task 04 - Agency Coordination**04.01 Agency Coordination**

1. Address comments and concerns raised by the Wisconsin Department of Natural Resources (WDNR) and the United States Army Corps of Engineers (USACE) after the request for Section 401 Water Quality certification has been submitted.

Task 05 - Utility Coordination**05.01 Utility Coordination**

1. Concurrent with development of preliminary plans, coordination with all public and private utilities will continue. Adjustments to electric, gas, telephone, fiber optic, and cable TV facilities are anticipated with this project. Adjustments to the sanitary sewer and water main will also be necessary.
2. A special utility coordination meeting will be held to coordinate and resolve the utility conflicts that will result from this project.
3. Utility coordination will continue through the final design stage, when each utility is provided a final set of plans and notified of the anticipated construction schedule.

Task 06 - Railroad Coordination**06.01 Railroad Coordination**

1. Provide WisDOT and the CLIENT with all necessary PROJECT information including the names of affected railroad companies, the locations of their facilities along the project, the manner and extent to which they are affected, and exhibits, plans, specifications, estimates, reports, and other pertinent documentation as may be required to enable WisDOT to negotiate any necessary agreements with the affected railroad companies, in accordance with the procedures set forth in the FDM.
2. Electronically submit a total of two (2) railroad coordination packages to WisDOT's North Central Region Railroad Coordinator. The first package will be sent to WisDOT at approximately 60% design. The second package will be sent to WisDOT at approximately 90% design.
3. Electronically submit railroad coordination documents to CLIENT and the MC.

Task 07 – 60 Percent Roadway Design

This element of project development consists of preparing 60 percent plans for review by the CLIENT. Work elements will include:

07.01 Preliminary Intersection Design

1. Prepare detailed intersection layouts for matching the existing side road section and approved lane layouts on Hoover Road at the intersections of Industrial Park Road, Woodward Drive, Kirshling Court, and Carol's Lane.

07.02 Preliminary Vertical Geometrics and Cross Sections

1. Update vertical alignment and cross sections to meet 60% plan requirements.

2. Cross sections showing existing ground contour with proposed street centerline, curb and gutter, and sidewalk elevations will be developed based on the adopted typical section, horizontal geometrics, and vertical profile.

07.03 Preliminary Storm Sewer Design

1. Establish storm sewer existing conditions. Complete storm sewer calculations which properly configure new inlet spacing and inlet pipes to comply with CLIENT and WDNR performance requirements for peak flow capacity.
2. Utilize catch basins in the design for TSS treatment.

07.04 Detour Plan

1. Hoover Road/Country Club Drive will be closed to thru traffic during construction. Hoover Road/Country Club Drive traffic will be detoured and a detour plan will be prepared. Access to adjacent businesses will be accommodated during construction.

07.05 Identify Right-of-Way and Temporary Limited Easement Needs

1. Identify right-of-way acquisition, including permanent easements and temporary limited easements for construction based on the 60 percent design.

07.06 60% Plans

1. Prepare 60% roadway plans for the project including:
 - a) Title Sheet
 - b) General Notes and Utilities
 - c) Project Overview – Single Sheet Schematic Drawing
 - d) Existing and Proposed Typical Sections
 - e) Intersection Layout Details
 - f) Erosion Control
 - g) Storm Sewer
 - h) Signing
 - i) Pavement Marking
 - j) Detour Route
 - k) Lighting Layout
 - l) Alignment Diagram and Ties
 - m) Plan and Profile Sheets
 - n) Cross Sections
2. 60% Road Plans shall be designed in accordance with the current practices of WisDOT and in accordance with the principles, standards, and practices adopted by WisDOT for plan preparation, as specified in the FDM and shall be developed in accordance to, or be coordinated with the latest edition of WisDOT's STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION.
3. Electronically submit 60% Road Road Plans to CLIENT and the Management Consultant (MC) for review and approval. Such review and examination may be made on the site of the PROJECT.

07.07 60% Construction Cost Estimate

1. Develop pay items and quantities based on the 60 percent plans and prepare an opinion of probable construction cost.

Task 08 – Final Road Design**08.01 Final Road Plans**

1. Prepare final construction drawings for the project including:
 - a) Title Sheet
 - b) General Notes and Utilities
 - c) Project Overview – Single Sheet Schematic Drawing
 - d) Existing and Proposed Typical Sections
 - e) Construction Details
 - f) Intersection Layout Details
 - g) Erosion Control
 - h) Storm Sewer
 - i) Signing
 - j) Pavement Marking
 - k) Detour Route
 - l) Lighting Plans
 - m) Alignment Diagram and Ties
 - n) Miscellaneous Quantities
 - o) Plan and Profile Sheets
 - p) List of Standard Detail Drawings
 - q) Earthwork Data
 - r) Cross Sections
2. Final Road Plans shall be designed in accordance with the current practices of WisDOT and in accordance with the principles, standards, and practices adopted by WisDOT for plan preparation, as specified in the FDM and shall be developed in accordance to, or be coordinated with the latest edition of WisDOT's STANDARD SPECIFICATIONS for HIGHWAY and STRUCTURE CONSTRUCTION.
3. Electronically submit Final Road Road Plans to CLIENT and the Management Consultant (MC) for review and approval. Such review and examination may be made on the site of the PROJECT.

08.02 Specifications

1. Prepare specifications for construction work included in the plans which are not covered by the STANDARD SPECIFICATIONS, and such amendments to or revisions of the STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.

08.03 Construction Cost Estimate

1. Develop pay items and quantities based on the final plans and prepare an opinion of probable construction cost.

Task 09 – Lighting Design**09.01 Lighting Design**

1. Design a roadway lighting system in accordance with WisDOT standards. Lighting levels and uniformity will be in accordance with IESNA RP-8, and AASHTO recommendations for an asphalt paved (R3) Intermediate Collector Roadway with Medium Pedestrian Conflict areas (0.9 FTC, 4:1 Ave. to Min. Uniformity).
2. Prepare preliminary lighting layout for inclusion in the 60% plans.
3. Prepare final lighting layout and details for inclusion in the final plans.

Task 10 – Preliminary Bridge Design**10.01 Preliminary Bridge Design**

1. Update preliminary bridge plans and Structure Survey Report to incorporate additional geotechnical information.
2. When preliminary bridge plans have been completed, submit preliminary structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
 - Preliminary Bridge Plans (General Plan, Cross Section, Subsurface Exploriation)
 - Structure Survey Report
 - Preliminary Road Plan (Typical Sections and Plan/Profile)
 - Location Map
 - Photographs
 - Geotechnical Report
4. Electronically submit preliminary structure documents to CLIENT and the MC.

Task 11 – Final Bridge Design**11.01 Final Bridge Design**

3. Final bridge design and plans will be developed in accordance with the following:
 - Approved preliminary plans
 - AASHTO Design Specifications (LRFD current edition)
 - WisDOT Bridge Manual (LRFD)
 - FDM
4. Bridge components to be designed and detailed in the plans include abutments, wingwalls superstructures and decks. One foundation type is assumed to have been determined for each substructure unit as a result of the geotechnical evaluation completed prior to the final design.
5. Bridge plans shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the project.

6. Bridge plans shall include schedules for bar steel reinforcement. Such schedules shall provide all of the necessary detail required for the fabrication of the reinforcement without the necessity of making separate shop drawings for that purpose.
7. The CONSULTANT shall submit for review and examination all specifications for items of work in the Structure Plans which are not covered by the WisDOT STANDARD SPECIFICATIONS and such amendments to or revisions of the WisDOT STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
8. Along with the bridge plans the CONSULTANT shall submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
9. When final bridge plans have been completed, submit final structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
 - Final Bridge Plans
 - Structure Quantities
 - Special Provisions
 - Structure Inventory Form
 - Structure Computations
 - QA/QC Form
 - Rating Form
 - Rating Input Spreadsheet
10. Electronically submit final structure documents to CLIENT and the MC.

Task 12 – Preliminary Wall Design

12.01 Preliminary Wall Design

1. A Structure Survey Report, which includes a discussion of structure sizing, shall be prepared by the CONSULTANT in accordance with the procedures set forth in the MANUAL. The completed preliminary retaining wall plan shall show the structure plan, elevation, and typical cross section, and all pertinent data shall appear on the first sheet(s) of the completed structure plans.
2. When preliminary retaining wall plans have been completed, submit preliminary structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
 - Preliminary Wall Plans (General Plan, Section Thru Wall, Subsurface Exploration)
 - Structure Survey Report
 - Preliminary Road Plan (Typical Sections and Plan/Profile)
 - Location Map
 - Photographs
 - Geotechnical Report
3. Electronically submit preliminary structure documents to CLIENT and the MC.

Task 13 – Final Wall Design

13.01 Final Wall Design

1. Final retaining wall design and plans will be developed in accordance with the following:
 - Approved preliminary plans
 - AASHTO Design Specifications (LRFD current edition)
 - WisDOT Bridge Manual (LRFD)
 - FDM
2. Retaining wall components to be designed and/or detailed are: geometry, external stability, overall stability, settlement, coping and pedestrian railing. One foundation type is assumed to have been determined for each wall as a result of the geotechnical evaluation completed prior to the final design.
3. Plans for retaining walls shall be fully dimensioned besides showing controlling elevations. The plans shall be prepared with such precision and detail to allow for the convenient layout in the field with customary degree of accuracy, and to allow for the production of an accurate estimate of quantities for all pertinent items of work to be performed in the project.
4. The CONSULTANT shall submit for review and examination all specifications for items of work in the Retaining Wall Plans which are not covered by the WisDOT STANDARD SPECIFICATIONS and such amendments to or revisions of the WisDOT STANDARD SPECIFICATIONS as may be required to properly cover the work contemplated by the plans.
5. Along with the plans for structures the CONSULTANT shall submit one copy or reproduction of the design computations for the MUNICIPALITY'S review and permanent file.
6. When final retaining wall plans have been completed, submit final structure documents to the Wisconsin Department of Transportation (WisDOT) Bureau of Structures via e-submit for review and approval. Preliminary structure documents shall include:
 - Final Retaining Wall Plans
 - Retaining Wall Quantities
 - Special Provisions
 - Structure Inventory Form
 - Structure Computations
 - QA/QC Form
7. Electronically submit final structure documents to CLIENT and the MC.

Task 14 – Final Right of Way Plat & Staking

14.01 Right of Way Plat

1. Develop new right of way and easements including calculating the area of new right of way and easements. Acquisition from 11 parcels and one (1) compensable utility is anticipated.
2. Prepare a traditional right of way plat consisting of a title sheet, layout sheet, detail sheets, schedule sheet, and coordinate sheet.
3. Prepare legal descriptions of the new right of way and easements.

4. Prepare utility conveyance documents for compensable utilities.
5. Electronically submit right of way plat, descriptions and conveyance documents to CLIENT and the MC.

14.02 Title Searches/Updates (Portage County Title, LLC)

1. Perform up to two (2) title searches and nine (9) title search updates to determine property lines and current ownerships.

14.03 Right of Way Staking

1. Provide one (2) survey efforts to field locate and temporarily mark the new right of way boundaries including all temporary and permanent easements in a manner which will facilitate the appraisal of all affected parcels and relocation of affected utilities.
2. Monument the new Right of Way points, as depicted on the right of way plat, prior to construction.
3. Remonument up to two (2) section corners.

Task 15 – Meetings**15.01 Kickoff/Operational Planning Meeting**

1. Conduct a project kickoff/operational planning meeting. Preparation will include arranging a time and location, notifying appropriate attendees, preparing an agenda, and preparing information regarding the project to be distributed among the attendees.
2. The project manager and roadway design task leader will attend the kickoff meeting.
3. Prepare a memo documenting the results of the meeting.

15.02 Quarterly Project Review Meetings

1. Prepare for and attend up to seven (7) quarterly project review meetings with the CLIENT. Pertinent staff will attend these meetings as project activity necessitates. Prepare and distribute minutes of meetings.

15.03 Business Owner Meetings

1. Prepare for and attend up to 3 business owner meetings. Pertinent staff will attend these meetings as project activity necessitates. Prepare and distribute minutes of meetings.

15.04 Board of Public Works Meetings

1. Prepare for and attend up to two Board of Public Works meetings; one at approximately 60 percent design to provide a project update and to discuss the Intersection Control Evaluation analysis; and the second at approximately 90 percent design to provide a project update.

Task 16 – PS&E Documents**16.01 PS&E**

1. Prepare and submit electronically Special Provisions, Highway Work Proposal, Plan Letter, Recommendation to Governor for Contract and Bond Approval, Certificate of Right-of-Way, Utility Status Report, and MS Word 2000 with Service Release 1.
2. Prepare and submit electronically a Contract Time for Completion, News Release, Notes to Construction, and final plans.
3. Enter all quantities and costs for all items in WisDOT's Trns*port System

C. ASSUMPTIONS/CONDITIONS

This Agreement is subject to the following assumptions/conditions:

1. Only the specific SERVICES identified under Scope are included in this Agreement. If other SERVICES are required, AECOM will provide the additional SERVICES to the CLIENT after receiving written authorization from CLIENT to modify the compensation and Scope of SERVICES in this Agreement.
2. The Intersection Control Evaluation (ICE) for the Hoover Avenue & Industrial Park Drive intersection will recommend stop control.
3. The overpass structure will be a single-span, prestressed concrete girder bridge, approximately 75 feet long, supported on integral abutments, located behind MSE walls.
4. Lengthening the bridge to accommodate future tracks will be considered "Extra Services".
5. The MSE wall in front of the north abutment will run parallel to the railroad tracks and will be approximately 300 feet long.
6. The MSE wall in front of the south abutment will run parallel to the railroad tracks from the east slope intercept to the west side of the overpass structure. The MSE wall then turns 90 degrees and runs parallel to Hoover Road. This MSE wall will be approximately 875 feet long and will be considered as one structure.
7. Bridge and retaining wall aesthetics may include surface textures, rustications, and concrete staining. If concrete surfaces are to be textured, standard WisDOT formliners will be used. Aesthetic details will not require structural analysis.
8. All correspondence with the CN RR will be through WisDOT's North Central Region railroad coordinator.
9. Preparation of documentation for presentation of testimony at proceedings before the Office of the Commissioner of Railroads (OCR) and attendance at an OCR Hearing are not included in this contract.
10. Luminaires for street lighting will be twin LED fixtures on 6 ft arms, mounted approximately 32.5 ft above roadway. Standard WisDOT poles with transformer bases will be used and located in the median.
11. The city of Stevens Point will coordinate with utilities for one (1) new electrical service for the operation of street lighting.

12. Plans, specifications, and estimates will be prepared based on the WisDOT FDM and WisDOT requirements.
13. Plan and profile sheets will be prepared at a scale of 1 inch equals 20 feet horizontal and 1 inch equals 2 feet vertical.
14. Cross sections will be prepared at a scale of 1 inch equals 5 feet.
15. Drainage will be designed to accommodate a 10-year storm event in the immediate vicinity of the project. Analysis of extensive drainage areas beyond the limits of this project is not required. Where leads enter the system, calculation of flow for capacity is required. Existing pipe size will not be used to determine future requirements.
16. Real estate acquisition services are not included in this contract and will be considered "Extra Services".
17. The design of property improvements as part of real estate acquisitions are not included in this contract and will be considered "Extra Services".
18. The design of city utility relocations, other than storm sewer and conduit for lighting, are not included in this contract and will be considered "Extra Services".
19. No additional general Public Involvement Meetings will be held for this project.
20. The city Forester will provide seeding types within the project limits. The city forester will determine other plantings as part of a separate city project.

D. CLIENT RESPONSIBILITIES

CLIENT has the following responsibilities:

1. INFORMATION/REPORTS

Furnish AECOM information, reports, tests, and record drawings, all of which ATS may rely upon without independent verification in performing the SERVICES.

2. DECISIONS

Provide all criteria and full information as to CLIENT requirements for the project, obtain (with AECOM's assistance, if applicable) necessary approvals and permits, attend project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on project alternatives, and generally participate in the project to the extent necessary to allow AECOM to perform the SERVICES.

3. OTHER RESPONSIBILITIES

- a. Provide data, including aerial photos, parcel mapping, land use, tax roles, GIS mapping and utility mapping.
- b. Provide meeting rooms and other facilities and equipment necessary to conduct meetings.
- c. Review mailing list, including all properties affected by the project, newspapers, radio, and television regarding public meetings for the project.

- d. Provide accident data along the corridor, including MV4000 crash reports, if reports are not available from WisDOT. Provide CLIENT non-reportable crash documentation.

Project Schedule:

Task	Approximate Dates
Intersection Control Evaluation	December 15, 2014
Pavement Design Report	December 15, 2014
60% Plans/DSR	May 15, 2015
Right of Way Plat	June 1, 2015
60% Railroad Coordination	June 15, 2015
90% Railroad Coordination	February 1, 2016
Final Structure Plans	June 1, 2016
90% PS&E	June 1, 2016
Final PS&E	August 1, 2016

Deliverables: Geotechnical Report, Intersection Control Evaluation Report, Pavement Design Report, Transportation Management Plan, Design Study Report, 60% and Final Roadway Plans, Preliminary and Final Structure Plans, PS&E Documents.

AECOM Project Manager: Kevin Hagen, P.E.

Client Project Manager: Scott Schatschneider, P.E.

EXHIBIT B**COMPENSATION AND PAYMENT**

1 COMPENSATION The Services set forth in **EXHIBIT A** will be performed on the following basis.

Time and Materials basis with a Not-to-Exceed ("NTE") amount of \$374,285.78.

2 REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM .

3 CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

4 INVOICING AECOM may invoice Client on a monthly or other progress-billing basis as set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice, and shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

5 PAYMENT

5.1 If payment is based on a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

5.2 Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance, and AECOM shall be entitled to suspend its Services until payment in full, including interest, is received. Should such suspension exceed 60 consecutive days, AECOM may elect to terminate this Agreement in its sole discretion, shall be entitled to immediate payment for all Services performed through the date of termination, and shall bear no liability for additional cost or disruption arising from such termination.

5.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

5.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

5.5 Except as otherwise specifically provided herein, Client shall pay directly or reimburse AECOM, as appropriate, for all categories of taxes including, but not limited to the following: sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

5.6 Client shall make payments to AECOM using one of the following methods:

5.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

5.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

5.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

5.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

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EXHIBIT C
CHANGE ORDER

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

In accordance with the Consulting Services Agreement dated October 20, 2014 ("Agreement") between City of Stevens Point, WI ("Client") and AECOM Technical Services, Inc. ("AECOM"), this Change Order with an effective date of _____, 20__ modifies the Agreement as follows:

1 Change to Services:

2 Change to Deliverables:

3 Change in Project Schedule (attach schedule if appropriate):

4 Change in AECOM's Compensation:

The Services set forth in this Change Order will be performed on the following basis:

Time and Materials basis with a Not-to-Exceed amount of (\$Numerical Amount).

Therefore, the total authorized Compensation, inclusive of the changed Services is \$Numerical Amount.

5 Project Impact:

6 Other Changes (including terms and conditions):

7 All other terms and conditions of the Agreement remain unchanged.

AECOM Technical Services, Inc.

Client: City of Stevens Point, Wisconsin

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Address
200 Indiana Avenue
Stevens Point, WI 54481

Address
1515 Strongs Avenue
Stevens Point, WI 54481

(end of page)

SAMPLE

EXHIBIT D
SPECIALIZED SERVICES TERMS AND CONDITIONS

N/A



An Equal Opportunity Employer

CENTRAL WISCONSIN AREA:
3217 Whiting Avenue
P.O. Box 127
Stevens Point, WI 54481
(715) 341-7974 • Fax (715) 341-8654

MADISON AREA:
5620 Woodland Drive
Waunakee, WI 53597
(608) 849-9120 • Fax (608) 849-9122

September 22, 2014

AECOM
200 Indiana Avenue
Stevens Point, WI 54481

NTS Proposal No: 1606502R_pro

Attention: Mr. Kevin Hagen, P.E.
kevin.hagen@aecom.com

RE: PROPOSAL - Subsurface Soil Investigation (Revised)
WisDOT Project ID: 6998-11-00
City of Stevens Point, County Club Drive
Hoover Road Rail Grade Separation
AECOM Project No. OPP-246891

We are pleased to submit this proposal for the geotechnical subsurface soil investigation for the above-named project. We propose to do the subject underground exploration and engineering report in accordance with the standard rates itemized below:

- 1. Standard soil auger borings: Perform thirteen (13) hollow-stem soil auger borings, seven to a depth of 10 feet, one to a depth of 15 feet, one to a depth of 25 feet, one to a depth of 35 feet, two to a depth of 50 feet, and one to a depth of 125 feet, for a total of 370 feet. Standard penetration sampling will be performed according to ASTM D1586 at 2.5-foot intervals in the top 10 feet and 5-foot intervals thereafter. Estimate 185 feet in the 0 to 20-foot range at \$12/foot, 80 feet in the 20 to 40-foot range at \$15/foot, 40 feet in the 40 to 60-foot range at \$18/foot, 20 feet in the 60 to 80-foot range at \$22/foot, 20 feet in the 80 to 100-foot range at \$27/foot, 20 feet in the 100 to 120-foot range at \$33/foot, and 5 feet in the 120 to 140-foot range at \$40/foot. \$ 5,980.00
Mobilization/demob of drill crew, rig, all materials to site and return. Includes two mobs to and from sites. Lump sum. \$ 300.00
The bore holes will be backfilled in accordance with WisDNR requirements at \$4/foot. Estimate 370 feet. \$ 1,480.00
Additional borings, will be performed at a rate of \$16/foot to To \$44/foot depending on depth. (Includes backfilling per WisDNR requirements as above) \$ 00.00

	Drilling of bedrock or hard material (>50 blows/ft) with augers is not included in the above drilling costs, and will be performed at an additional rate of \$10/foot. Drilling will be terminated at auger refusal or scheduled boring depth, whichever occurs first.	\$ 00.00
2.	Utility check - Contact diggers hotline. -Private utility locate not included.	\$ 125.00
3.	Borings will be located by NTS by tape measure or pacing. Lump sum. -All borings are outside of the Railroad Right-of-Way.	\$ 150.00
4.	Elevations of boring locations will be performed by AECOM.	\$ 00.00
5.	Project coordination, administration, set-up and planning. Lump sum.	\$ 275.00
6.	Protective Railroad Liability Insurance: borings outside RR R/W.	\$ 00.00
7.	Tree removal: Estimate 2 hours @ \$150/hour. -Dependent on land owner approval.	\$ 300.00
8.	Penetration of concrete: Estimate (10" or less) 5 @ \$65/ea.	\$ 325.00
9.	Traffic control - signs and cones: Estimate 3 days @ \$150/day. Roadway flag person: 1 @ \$450/day RR flag person: 0 day @ \$ 1300/ 8 hr day.	\$ 900.00
10.	Roadway patches: Estimate 5 asphalt @ \$30/ea.	\$ 150.00
11.	Clean up and disposal of drill cuttings. Drilling cuttings will be removed from the site: 9 borings @ \$75/ea.	\$ 675.00
12.	Laboratory Analysis on samples selected by NTS. Direct Shear Test per ASTM D3080 to determine peak Friction Angle: Estimate 1 test at \$500/test. Gradation Analyses: 1 sand @ \$65/ea. and 1 CABC @ \$95/ea.	\$ 660.00
13.	Per Diem: 0 days @ \$200/day.	\$ 00.00

- | | | |
|-----|---|-------------|
| 14. | All-terrain vehicle: 1 day(s) @ \$400/day. | \$ 400.00 |
| 15. | Engineering report to include, but not be limited to, a summary of findings and observations noted on the boring logs, interpretation of available project information, external MSE wall stability, overall stability of the wall/slope, bridge foundation design parameters per current WisDOT LRFD methodologies, soil parameters for sign and light foundations, fill material recommendations, trenching of utilities, and pavement design parameters. Lump sum. | \$ 3,450.00 |

OTHER ITEMS OF CONCERN

16. This proposal assumes normal access to the boring locations with a truck-mounted drill rig and an ATV drill rig. No additional allowances are made for special site preparation to gain access with drill rigs. Nummelin Testing Services, Inc. will not be responsible for any tire ruts, tire marks, damage to any pavement surface or lawn, caused by the normal, prudent operation of a drill rig. Four rig-days are assumed in the above estimate. Additional borings requiring a return to the site, may require an additional mob/demob charge. If a drill rig gets stuck, we will charge for all down time as stand-by time and we will charge the cost of any tow truck or bulldozer needed.
17. It is assumed that landowners will be contacted by others before arrival of the drill crew. No boring will be performed on any property in which land owners deny drill crew access. The drill crew will attempt to contact owner/occupants before entering property, if requested. Telephone numbers of land owners/occupants would be helpful.
18. Mud-rotary drilling may be substituted for the hollow stem auger method if deemed necessary by Nummelin Testing Services, Inc.
19. Borings will be performed to the specified depth or to auger refusal. An attempt will be made to contact client if subsurface conditions may warrant a change in specified boring depth(s). Item 1 above includes costs for the maximum depth of boring anticipated. If shallower borings are performed, because of auger refusal or other reason, Nummelin Testing Services, Inc. will use their discretion when determining the final billing amount. Nummelin Testing Services, Inc. will contact client if cost of boring is anticipated to exceed this estimate.
20. A Monday-Friday daylight only working schedule will be employed. In the event of adverse
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Subsurface Soil Investigation Proposal
WisDOT Project ID: 6998-11-00
City of Stevens Point, County Club Drive
Hoover Road Rail Grade Separation
AECOM Project No. OPP-246891

NTS Proposal No. 1606502R_pro

weather conditions, Nummelin Testing Services, Inc. will use their discretion in scheduling borings.

21. Payment for this work will be due within thirty days after the submission of our invoice, following completion of the work. A service charge of 1.5% per month (18.0% per year) will be charged on all remaining balances.
22. The submitted quote will be valid for thirty days after the date of the submission of the proposal. Following the thirty days, we reserve the right to renegotiate the figures if the work has not been authorized within that time period.

The work as itemized above will be accomplished for a total of **\$15,170.00**. Work can be started shortly after diggers hotline has cleared the utilities. The subsurface soils report will be completed within four weeks of the completion of the borings.

Unanticipated soil conditions are often encountered and cannot, at all times, be fully determined by a limited number of soil borings. Extra costs, due to unexpected conditions, are possible. Our professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. No other warranty, either expressed or implied, is made.

We look forward to working with you on this project. Please let us know if you have any questions regarding this submittal. You may indicate your authorization for us to proceed with this work by signing one copy of this proposal and returning it to us.

Sincerely,

Authorized by:

Bruce Nummelin, President
NUMMELIN TESTING SERVICES, INC.

Signature

Printed Name and Title

Date

SUBSURFACE INVESTIGATION REPORTS

NTS subsurface reports are written to be site and project specific. A general overview of Subsurface Investigation Reports provided by Nummelin Testing Services, Inc. may include the following, depending on project and site:

- i) Summary of Site Work: Standard Penetration Tests, Split Spoon Sampling, Water Table Measurements, Surface Conditions, General Area Topography
- ii) Records Review: Review Available Geological Maps Of Area, General Subsurface Conditions, Past Experiences In Area
- iii) Soil Profile: Review Boring Logs, Describe/Classify Soils
- iv) Site Preparation: Recommend Site Preparation, Grade Raising/Lowering, Soil Removal, Compaction Requirements
- v) Foundation: Recommend Foundation Types, Foundation Preparation
- vi) Pavement: Recommend Pavement Design, Sub-grade Preparation
- vii) Water Table: Drainage, De-watering, Excavation Below Water Table, Fluctuations
- viii) Soil Parameters: Estimate/Determine Soil Parameters, CBR, Lateral Earth Pressures, Soil Support Values, Soil Bearing Capacity, Pavement Design Group Index, Frost Susceptibility

Please note that some soil parameters are based on past experience with similar soils, therefore field/laboratory testing may not be required for each project. Where it is found that laboratory/field testing is required for a specific project, a per item cost will be included in the proposal or with client's approval performed at our current fee schedule rate.

Subsurface Investigation Reports are site specific. Each report may contain some, all, or more items than found in the preceding list. Other work performed as requested.

PCT Portage County Title LLC

2926 Post Road
Stevens Point, WI 54481

Phone: 715-342-4500
Fax: 715-342-4505

Email: pct@title-pros.com

September 9, 2014

AECOM
Attn: Lance Habeck
200 Indiana Avenue
Stevens Point, WI 54481

RE: Project No. 6998-11-00
City of Stevens Point, Country Club Drive
Hoover Road Rail Grade Separation
Local Street
Portage County, Wisconsin

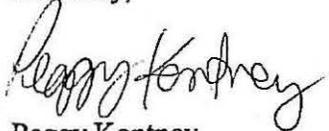
Dear Lance,

Portage County Title, LLC will provide 60 year title searches for a fee of \$200.00 per parcel. We will include copies of documents which will include the deeds, easements, restrictions, covenants, leases, liens, mortgages, and tax records necessary. My quote for the cost of copies for this project \$2.00 for the first page of the document and \$1.00 for each additional page that attaches.

In addition to the above, Portage County Title, LLC will update the effective date shown on the reports, for a fee of \$20.00 per update per parcel.

We truly appreciate the opportunity to work with you and your clients on this project. Please let me know if you have any questions or need any clarification on this bid.

Sincerely,



Peggy Kontney
Manager

New Title Searches: 2 @ \$200/parcel =	\$400
Title Search Updates: 9 @ \$20/parcel =	\$180
Copies:	\$100
Total for Title Searches and Copies:	\$680

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
Phone: 715-346-1537
Fax: 715-346-1687

October 8th, 2014

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Hoover Road and Coye Drive Intersection

Enclosed you will find a proposal for an Intersection Control Evaluation (ICE) at the Hoover Road and Coye Drive intersection.

Since the beginning of the Hoover Road Grade Separation project and during the last year of public involvement meetings and presentations, the congestion at the Coye Dr. intersection continued to be expressed.

Given the way the initial dollars were structured to study the grade separation project, the Coye Drive intersection was not included in the original project limits. Therefore, the inclusion of the Coye Drive intersection into the grade separation project up to this point was not possible.

However, since the City has successfully completed all of the goals associated with the initial funding, an analysis of the Coye Dr. intersection can begin. As part of the final design negotiations, AECOM was directed to submit a separate proposal to evaluate the intersection. The evaluation is the first step in determining what design alternatives are appropriate for this intersection.

If there are any questions pertaining to proposal feel free to contact me.

Thank you.



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

715 341 8110 tel
715 341 7390 fax

October 3, 2014

Mr. Scott Schatschneider, P.E.
Director of Public Works
City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481

**Subject: Hoover Road & Coye Drive Intersection
Intersection Control Evaluation (ICE)
Stevens Point, WI**

Dear Mr. Schatschneider:

During the development of the Hoover Road/Country Club Drive and Canadian National Railroad grade separation study, we have received feedback from both the general public and the City of Stevens Point raising concerns about the Hoover Road & Coye Drive intersection, which is just south of the grade separation project limits. The concern is that after the grade separation is constructed, traffic on both Hoover Road and Coye Drive will increase, causing congestion and delay on both roadways. The grade separation will eliminate the access to Hoover Road from Joerns Drive, leaving Coye Drive as the only access to the business park east of Hoover Road, which adds to this concern.

In addition, Herrschner's is planning for possible expansion projects that would increase truck traffic to and from their business, which is located at the northwest quadrant of the Hoover Road and Coye Drive intersection. Increased truck turning movements to and from Herrschner's existing south driveway off of Hoover Road may cause further congestion and delay.

For your consideration we've prepared the following scope to complete an Intersection Control Evaluation (ICE) at the Hoover Road and Coye Drive intersection. This evaluation will determine potential deficiencies and possible remedies to ensure the intersection operates efficiently after the Joerns intersection has been closed. As part of this evaluation, a possible west extension of Coye Drive will be considered to provide improved truck access to Herrschner's, and a possible east extension of Heffron Street will be considered to provide an alternate access to the Business Park.

Scope

1. Traffic counting
 - a. Perform a 14-hour turning movement traffic count at the Hoover Road & Heffron Street intersection. The anticipated duration of the traffic count will be 6:00 AM to 8:00 PM. All traffic counts will be performed on a Tuesday, Wednesday, or Thursday and will differentiate between passenger vehicles, bicycles, pedestrians, and trucks and buses.



Trucks will be further differentiated between articulated and non-articulated trucks. Identify the peak hour, peak hour factor, and truck percentage in the peak hour. Compile count data in 15 minute intervals.

- b. Create a detailed site sketch including lane configuration and geometrics, signing and marking, surrounding land use, intersection control, above ground utilities, and access near the intersection.

2. Traffic Forecast

- a. Prepare a traffic forecast request for the Hoover Road & Coye Drive and Hoover Road & Heffron Street intersections and submit to the WisDOT Forecasting Unit. The traffic forecast request will include two scenarios:
 - i. Current street configuration with an extension of Coye Drive west of Hoover Road.
 - ii. Current street configuration with an extension of Heffron Street east of Hoover Road that connects to Coye Drive. This scenario will also include an extension of Coye Drive west of Hoover Road.

3. Intersection Control Evaluation

- a. Prepare a scoping level Intersection Control Evaluation (ICE) for the Hoover Road & Coye Drive intersection. Evaluate the intersection per chapter 11-25-3 of the Wisconsin Department of Transportation Facilities Development Manual (FDM). Evaluate up to three intersection control alternatives, anticipated to be:
 - i. Side Road Stop Control
 - ii. Traffic signals
 - iii. Roundabout
- b. For the Hoover Road & Coye Drive ICE, complete the ICE for the two scenarios listed in scope item 2 of the traffic forecast section.
- c. If the results of the scoping level ICE require an alternative selection ICE, prepare the alternative selection ICE for the Hoover Road & Coye Drive intersections per chapter 11-25-3 of the FDM.

Schedule

The following items of work will be completed and submitted to the City by the indicated dates, if AECOM receives a notice to proceed by October 20, 2014

Task	Completion Date
ICE Report	January 15, 2015



Assumptions

1. Only the specific SERVICES identified under Scope are included in this Agreement. If other SERVICES are required, AECOM will provide the additional SERVICES to the CLIENT after receiving written authorization from CLIENT to modify the compensation and Scope of SERVICES in this Agreement.
2. Traffic Counts from 2011 at the Hoover Road & Coye Drive Intersection and at the Hoover Road & Joerns Drive intersection will be used in the Intersection Control Evaluation.
3. The City of Stevens Point will provide information regarding future development for the purpose of forecasting traffic growth.
4. WisDOT will complete traffic forecasts at the Hoover Road & Coye Drive and Hoover Road & Heffron Street intersections.

Fee

The fee associated with the scope of work is a lump sum of \$18,900

Please let us know whether the scope and fee are acceptable. We will start the work after the scope and fee is accepted by the City. We look forward to continuing to serve the City of Stevens Point.

Sincerely,

AECOM

Kevin Hagen, PE
Project Manager

David R. Hansen, PE
Vice President

cc:

City of Stevens Point
1515 Strongs Avenue
Stevens Point, WI 54481



Public Works

Engineering Department:
Phone: 715-346-1561
Fax: 715-346-1650

Streets Department:
Phone: 715-346-1537
Fax: 715-346-1687

October 8th, 2014

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Release of RFP for TIA Services

As a result of a significant development on the north side of E.M. Copps Drive, the E.M. Copps & Brilowski Road intersection will need to have a Traffic Impact Analysis (TIA) performed. A TIA at this intersection will be required because the existing intersection will not function properly once this development is operational.

However, this intersection was going to be vulnerable to not functioning properly as soon as a high traffic generator developed on the north side of E.M. Copps. This intersection is not exclusive to this problem. A good example of an intersection that needed back to back improvements as a result of continued growth is the CTH R & CTH HH intersection. This intersection has been reconstructed twice in the last 5 years.

As staff discussed potential TIA options, the idea of not just looking at the immediate intersection but considering the entire Brilowski Road/CTH R corridor from USH 10 to CTH HH became an idea. Given the significance this corridor will have in terms of future development, a game plan for how the transportation demands will need to be met is very important.

Staff is recommending a release for RFP services for a Traffic Impact Analysis along the Brilowski Road/CTH R corridor from USH 10 south to CTH HH. With that being said, staff has had very preliminary discussions with staff at Portage County and the Village of Plover in terms of their possible interest in this type of corridor analysis. Obviously, we cannot speak for what other local agencies may or may not decide on, but as a neighbor on this corridor, we felt that communicating our initial thoughts on this topic was applicable.

If there are any questions pertaining to the proposal feel free to contact myself or Michael Ostrowski.

Thank you.

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October 8th, 2014

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works

Re: Modification of Parking Ordinance 9.05 (e) 3 changing a section of Park Street from unlimited parking to 30-minute parking

A request by the business owner at 1232 Park Street has been made to modify the existing parking ordinance on the north side of Park Street. Currently parking is allowed (approximately 4 stalls) with no time limit. The modification would eliminate unlimited parking time to a 30 minute time limit.

Eliminating the unlimited parking time to a 30 minute time limit is a reasonable request given the close proximity of the parking lot directly adjacent to this area for vehicles that require longer parking times.

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October 8th, 2014

To: Board of Public Works
From: Scott Schatschneider, Director of Public Works
Re: Parking RFP Results

In late July the City released a Parking Analysis and Management Plan RFP. The purpose of the RFP was to learn about what professional services existed and related costs to accurately evaluate the City's parking concerns.

The City received three responses. The responses have been included for your review. A summary of the costs are listed below:

1. Carl Walker ,Inc.	Parking Study	\$31,648
	Bicycle Study	<u>\$13,025</u>
		<u>\$44,673</u>
2. LVR International	Parking Study	\$83,400
3. SEH	Parking Study	\$62,424

During the approval process to release the Parking Analysis and Management Plan RFP, questions were raised on the costs associated with this type of consultant services. And from the proposals, the costs reflect the amount of expertise and knowledge required to successfully complete a plan of this nature.

Staff believes if a firm is selected, the plan will be a very useful tool in helping the City address parking concerns in within specific areas for a long time. An added benefit of the plan would potentially be able to take the knowledge gained and be able to apply it elsewhere in the City.

In discussing the value of this project with the Treasurer's office, if the project was allowed to move forward, the funding would be part of the 2015 Capital Borrowing and the project would not start until early 2015 and finish by June.

In terms of staff recommendations, staff reviewed all of the proposals and staff agreed SEH's proposal conveyed a high level of understanding to the City's concerns and their detailed approach to finding solutions separated them from the two other firms.

As a result, staff believes SEH would be able to deliver a Parking Analysis and Management Plan with the most value to the City.

If there are any questions pertaining to the received proposals feel free to contact myself or Michael Ostrowski.

Thank you.

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October 8th, 2014

DIRECTOR OF PUBLIC WORKS REPORT
Scott Schatschneider

1. Engineering Division

- **Business 51 Project:**

No items to report on this month.

- **Bukolt Avenue: (Front Street – Second Street)**

A significant amount of progress has been made in the last month. All of the underground utilities are in place and the project is completely graveled. Concrete work (curb & gutter, sidewalk and driveway approaches) are being completed. The first lift of asphalt will be placed where the curb and gutter has had sufficient cure time the week of October 13th. The project is on schedule to be substantially complete by Friday, November 7th.

- **Fire Station #1:**

The remodeling project has been finished. We will be looking at replacing certain windows on our own with remaining dollars leftover from the project.

- **Shopko Parking Lot:**

Work is scheduled to begin Monday, October 20th.

- **North Second Street and Maria Drive Property Acquisition:**

We are currently in the negotiation process.

- **Seawall Schedule Checklist**

<u>AGENCY</u>	<u>TASK</u>	<u>APPROXIMATE DATES</u>
<input checked="" type="checkbox"/> City/NewPage	City accepts/allocates Construction money and Bidding/awarding of contracts in conjunction with NewPage.	Began Construction: August 5 th Construction Complete: October 11 th
<input checked="" type="checkbox"/> NewPage/ AECOM/EDC	Submission of Construction Report (39 pages) and "As-Built Drawings" to FERC for Federal Licensing.	Thursday, October 31 st (up to 60 days for review and approval)
<input checked="" type="checkbox"/> FERC	Approval of construction report and as-built drawings.	Approval January 10 th
<input checked="" type="checkbox"/> AECOM	Preparation and submission of LOMR.	Submission is anticipated no later than mid-March.
<input checked="" type="checkbox"/> FEMA	Conditionally approved LOMR	July, 2014
<input type="checkbox"/> FIRM mapping team	Applying the changes proposed in the LOMR application to the official FEMA maps.	
<input type="checkbox"/> City of Stevens Point	First Class II Notice along with a 90 day public comment period and public hearing.	
<input type="checkbox"/> City of Stevens Point	Second Class II Notice regarding the City's Ordinance change/ adoption policy pertaining floodplain mapping changes.	
<input type="checkbox"/> WisDNR	Writes an approval letter to FEMA indicating the City has followed protocol pertaining to ordinance change and adoption policy.	
<input type="checkbox"/> FEMA	FEMA approves the ordinance.	

Update:

We are still waiting on data from FEMA at the time of this report.

- **Hoover Road/Country Club Drive Grade Separation:**

This will be a separate agenda item.

Final PS&E (100% design - finished): 8/01/2016

Construction Letting: 12/13/2016

Construction: 2017

- **Additional Ongoing Director\City Engineer\City Surveyor Projects:**

1. Rocky Run Bridge Deck Epoxy Overlay Project #14-09: Due to the wet weather received in late August and the first half of September, the contractor was delayed significantly on previously scheduled projects. And with temperature sensitive nature of the work, the project will be revisited next year.
2. Fall Paving Project #14-10: Work will begin on Friday, October 10th. Preliminary work on Main St. and Smith St. adjacent to the post office will begin on Friday and the paving in front of the post office should be finished by 11:00 am. Work in Iverson Park will begin on Monday October 13th.

2. Streets Division

- **Street work**

- Continued Garbage and Recycling operations.
- Sign work continued.
- Patching continued.
- Crack Filling continued.
- Street lamp maintenance continued.
- Building maintenance and repair.
- Street Sweeping continued.
- Traffic Markings Painting continued.
- Concrete Repairs continued.

- **Equipment maintenance/garage**

- There were a total of 113 repair orders completed in the month of September. When broken down by department there were;

Inspection	1
Engineering	1
Police	14
Parks	27
Fire	3
Streets	64
Water/Waste water	3

- **Signs, posts, barricades, and flags**
 - 61 signs were replaced or added, 11 because of accidents, 35 for usual maintenance, 1 was moved, 1 was added and 13 because of vandalism.
 - 21 poles were replaced or added, 8 because of accidents, 8 for usual maintenance, 1 pole was moved, 1 new pole was added and 3 because of vandalism.

- **Garbage/recycling/yard waste/drop-off**
 - Garbage and recycling carts repaired/replaced/distributed as needed.
 - Regular solid waste collection completed.
 - Regular recycling collection completed.
 - City drop-off operations were completed.

- **Leave**
 - 2 floating holidays, 21 days 6.5 hours sick and 52 days 4 hours vacation time were utilized.