



# AGENDA

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	May 19, 2015 4:00 PM	<b>Location:</b>	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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1. Roll call.
2. Persons who wish to address the Board on specific agenda items other than a “Public Hearing” must register their request at this time. Those who wish to address the Board during a “Public Hearing” are not required to identify themselves until the “Public Hearing” is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and possible action on the following:

4. Approval of the minutes from the April 27, 2015 Redevelopment Authority meeting.
5. Approval of financial reports, claims, and statements from March and April 2015.
6. Amendment No.4 - AECOM Agreement for Environmental Services – Operating, Maintenance, and Monitoring for Year 2 – Mid-State Technical College.
7. AECOM Agreement for Environmental Services – Additional Site Investigation – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.
8. Authorizing the Chairperson and Executive Director to execute necessary documents to change account information relating to the investment account with Baird and the loan guarantee for the Central Wisconsin Children’s Museum.
9. Authorizing the Chairperson and Executive Director to execute a contract with a consultant to review the façade on Edgewater Manor.
10. 2014 Audit and additional costs.
11. Use of Housing Trust Fund dollars on a Habitat for Humanity project.
12. Executive Director’s update (*this item is for informational purposes only*).
13. Adjourn.

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**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, TDD# 346-1556, or by mail at 1515 Strongs Avenue, Stevens Point, WI 54481.

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

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# 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: 5/13/2015  
Re: Agenda Item Summaries for the May 19, 2015 Redevelopment Authority Board Meeting

1. Roll call.
2. Persons who wish to address the Board on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Board during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and possible action on the following:

4. Approval of the minutes from the April 27, 2015 Redevelopment Authority meeting.  
The Board needs to approve the minutes from the prior meeting.
5. Approval of financial reports, claims, and statements from March and April 2015.  
The Board needs to approve the financial reports, claims, and statements from March and April 2015.
6. Amendment No.4 - AECOM Agreement for Environmental Services – Operating, Maintenance, and Monitoring for Year 2 – Mid-State Technical College.  
This amendment deals with the second year operating, maintenance, and monitoring for the vapor extraction system at MSTC. The cost for this amendment is \$17,000.
7. AECOM Agreement for Environmental Services – Additional Site Investigation – Former Lullabye Furniture Site, 1017 Third Street, Stevens Point, WI 54481.  
As discussed prior, additional contamination was found on the southeast corner of the former Lullabye property. In order for us to continue with the Voluntary Party Liability Exemption process, we need to do additional site investigation work. AECOM has submitted a proposal to do that work at a cost of \$28,000. This amount is not grant eligible and will have to be borne from the local municipality, as it is site investigation, and not remediation work. When we applied for the grant, the Common Council authorized \$56,410.26 as the local match for the grant. There will be an item in front of the Common Council on Monday to authorize additional dollars for this work.

8. Authorizing the Chairperson and Executive Director to execute necessary documents to change account information relating to the investment account with Baird and the loan guarantee for the Central Wisconsin Children's Museum.

Because of the name change of our organization, we will need to complete some paperwork regarding our investment account with Baird, along with Community First Bank (because of the Children's Museum loan guarantee). I am seeking your authorization to proceed with this process. The Baird Organization Account Authorization form is attached.

9. Authorizing the Chairperson and Executive Director to execute a contract with a consultant to review the façade on Edgewater Manor.

I currently have a call into the consulting firm that we used in the past regarding the Edgewater Manor façade evaluation. As mentioned last month, I wanted to get a review of the current status of the façade, as the temporary fix was to be good for 1-2 years. We are coming up on the first year, so we should reevaluate the status to see if any additional movement has occurred. I am seeking your authorization to enter into a contract with them, or another firm not to exceed a specific dollar amount. I would feel that a cost not to exceed \$2,500 would be appropriate, as last time it was under \$2,000.

10. 2014 Audit and additional costs.

During the audit, the auditors have run into additional work that was not included in their original estimate. The main issues have surfaced around our redevelopment loans and the housing trust fund loans. The original estimate was:

- Initial audit cost – one-time costs related to the first year of the RDA audit: \$3,500-\$4,500.
- 2014 Audit cost – estimated costs to audit the RDA for 2014: \$5,500-\$7,500.

The auditors then decided to cap the financial audit fees at \$7,500 and the RDA set-up / research fees at \$2,900 for a total not to exceed of \$10,400.

Additional costs of about \$1,500 to \$1,900 will be incurred because of the redevelopment loans and the housing trust fund loans. There were discrepancies between some of the documents and additional work will be needed to determine the status of some of the loans.

11. Use of Housing Trust Fund dollars on a Habitat for Humanity project.

During the March RDA meeting this item was before you and at that time Habitat for Humanity was requesting the use of approximately \$12,000 of funds that they were unsuccessful in a bid on a sheriff's sale. Typically in the past, if Habitat submitted a bid to cover our loan portion, we would allow them to reuse those funds for a new family. Given this being the case and their willingness to cover our loan, this item is being brought before you for reconsideration.

12. Executive Director's update (*this item is for informational purposes only*).

13. Adjourn.



# MINUTES

## REDEVELOPMENT AUTHORITY OF THE CITY OF STEVENS POINT

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<b>Date and Time:</b>	April 27, 2015 4:00 PM	<b>Location:</b>	City Conference Room 1515 Strongs Avenue Stevens Point, WI 54481
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**Present:** Chairperson Schlice, Alderperson Phillips, Commissioner Molski, Commissioner Sawyer, Commissioner Gardner, and Commissioner Dugan.

**Excused:** Commissioner Adamski.

**Also Present:** Executive Director Ostrowski, Comptroller Treasurer Corey Ladick, Alderperson Garrett Ryan, Alderperson Mary Kneebone, Alderperson Mary McComb, Barb Jacob, Mary Ann Laszewski, Mary Meyer, Reid Rocheleau, and Jennifer Glad.

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### Index

1. Roll call.
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3. Public comment for pre-registered individuals for matters appearing on the agenda.

Discussion and possible action on the following:

4. Approval of the minutes from the March 17, 2015 Redevelopment Authority meeting.
  5. Approval of financial reports, claims, and statements from February 2015.
  6. Revocable License and Landscaping Maintenance Agreement with Landscapes for Life Foundation, Inc.
  7. Executive Director's update (*this item is for informational purposes only*).
  8. Tour of Edgewater Manor – The Board will recess and reconvene at Edgewater Manor, 1450 Water Street, for a tour of the premises.
  9. Adjourn.
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1. Roll call.

**Present:** Schlice, Phillips, Molski, Sawyer, Gardner, Dugan

2. Persons who wish to address the Board on specific agenda items other than a "Public Hearing" must register their request at this time. Those who wish to address the Board during a "Public Hearing" are not required to identify themselves until the "Public Hearing" is declared open by the Chairperson.
3. Public comment for pre-registered individuals for matters appearing on the agenda.

Barb Jacobs, 1616 Depot Street, spoke regarding agenda item 8 and asked the commission that during their tour, they keep in mind we are trying to keep Edgewater Manor senior living, and that we need to get the vacant apartments ready for new tenants.

Mary Meyer, 1450 Water Street, said she is hopeful that the occupancy rate at Edgewater Manor will continue to rise and will continue to provide senior living. The tenants have been active in newsletters, social media, and letters to the editor to show what a wonderful place it is to live. She is requesting the commission to get the apartments ready to lease as soon as possible and to have more apartments ready so perspective tenants have a choice of units they want to rent.

Mary Ann Laszewski, stated she would like to address the agenda item about Edgewater. She shared some of her personal experience regarding apartment management, and how she focused on preparing the vacancies for rent to get as much funds as possible to address the maintenance needs. She suggested showing finished and unfinished apartments to give the tenants a choice.

Reid Rocheleau, stated the city should be appreciative of the work that the tenants are doing at Edgewater. He feels the city should do a little more in advertising in the front of the building.

Discussion and possible action on the following:

4. Approval of the minutes from the March 17, 2015 Redevelopment Authority meeting.

**Motion by Commissioner Molski to approve the minutes of the March 17, 2015 Redevelopment Authority Meeting; seconded by Alderperson Phillips. Motion carried 6-0.**

5. Approval of financial reports, claims, and statements from February 2015.

Executive Director Ostrowski did note that the owners drawn is the amount that Candlewood pays us for any profits relating to that month.

**Motion by Commissioner Gardner to approve the financial reports, claims and statements from February 2015; seconded by Commissioner Molski. Motion carried 6-0**

6. Revocable License and Landscaping Maintenance Agreement with Landscapes for Life Foundation, Inc.

Executive Director Ostrowski explained this is the green space north of the Fox Theater. This maintenance agreement would be with Landscapes for Life. The group has received sizable donations for the landscaping, pergola, and everything else within that area. There was some concern regarding a Section 7 on resolutions of disputes and how those disputes are handled, that they don't automatically go to court, but they would be handled by this Board before going directly to court. Staff would ask for some flexibility on modifying this section by the City Attorney and the Executive Director.

Alderperson Phillips asked if the area will be fenced and is it specifically used for the Children's Museum, to which Executive Director Ostrowski stated it will not be fenced and the area will be open to the public. Alderperson Phillips asked about the path coming in from the Children's Museum, to which Jennifer Glad explained initially there was one single path in to avoid people walking in and on the landscaping. It had been mention to add additional entrances, and they are open to that suggestion leaving it to the discretion of the commission.

Commissioner Sawyer asked about the cost, to which Executive Director Ostrowski stated there is no funds put forth by the Redevelopment Authority, and that this organization will be maintaining it. He then pointed out a typographical error to correct in the agreement.

Commission Gardner asked who Landscapes for Life was as well as in the event the area is not maintained, and if you don't maintain it what are the assets of the group to do this. Ms. Glad answered Landscapes for Life is a foundation is a non-profit organization. Great Lakes is the main sponsor to this

plan. They have donated \$25,000 for the purpose of assisting in revitalizing downtown, and beautification of the area by their business. Golden Sands Resource Development and Conservation Council also is involved in this project and has been in the area since the 1970's and with the mission of promoting economic development and natural resource protection. Golden Sands is located in the same building as the Children's Museum, and this is also a way for them to demonstrate sustainable landscaping with native plants. The way that this was designed was meant to be sustainable, with a low level of maintenance. This has been a collaborative effort for the past two years.

Commissioner Dugan pointed out that this landscape area will all go away if "Fix the Fox" is successful. Ms. Glad explained that everyone that is involved in this project is completely aware of the situation with the Fox Theater, and it is clearly stated in the agreement as well.

Aldersperson Phillips asked as the trees grow, would there be a need for lighting, to which Executive Director Ostrowski answered there is currently lighting by the sidewalk, but none in the green space itself.

**Motion by Commissioner Gardner to approve the Revocable License and Landscaping Maintenance Agreement with Landscapes for Life Foundation Inc., with the ability for staff to adjust the legal dispute process in Section 7; seconded by Commissioner Sawyer.**

**Roll Call: Yeas – Schlice, Phillips, Molski, Sawyer, Gardner, Dugan**

**Nays – None**

**Motion carried 6-0.**

- 7. Executive Director's update (*this item is for informational purposes only*).

Executive Director Ostrowski advised the commission that the Edgewater Manor Needs Assessment will be available for presentation June 2015. When we had the engineer working with the façade, they gave a 1-2 year timetable for the temporary fix. We are coming up on the first year, and he would like to bring back a consultant to review the current situation to make sure that it is safe. The long term fix would be to replace the entire façade and windows.

- 8. Tour of Edgewater Manor – The Board will recess and reconvene at Edgewater Manor, 1450 Water Street, for a tour of the premises.

Board recessed at 4:33 PM

Board reconvened at Edgewater Manor for tour of premises at 4:43 PM

- 9. Adjourn

**Meeting adjourned at 5:20 PM.**

**Approved:**

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**John Schlice, Chairperson**

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**Date**

**Attest:**

\_\_\_\_\_

**Michael Ostrowski, Executive Director**

\_\_\_\_\_

**Date**

2:55 PM  
02/27/15  
Cash Basis

## Edgewater Manor- Profit & Loss

February 2015

	Feb 15
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
A/C Income	92.28
Cable Income	1,666.40
Tenant Reimbursements	
Tenant Repair refund	50.00
<b>Total Tenant Reimbursements</b>	50.00
Rental Income	30,578.32
<b>Fee Income</b>	
Laundry	1,139.75
<b>Total Fee Income</b>	1,139.75
<b>Total Income</b>	33,526.75
<b>Gross Profit</b>	33,526.75
<b>Expense</b>	
Advertising	1,856.72
Management Fees	2,140.48
<b>Repairs</b>	
Building Repairs	4,103.01
<b>Total Repairs</b>	4,103.01
Snow Removal	599.00
Telephone	155.89
Trash Removal	320.54
<b>Utilities</b>	
Gas and Electric	7,680.92
Water	3,338.22
<b>Total Utilities</b>	11,019.14
<b>Total Expense</b>	20,194.78
<b>Net Ordinary Income</b>	13,331.97
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	
Security Deposit Collected	300.00
<b>Total Other Income</b>	300.00
<b>Total Other Income</b>	300.00
<b>Other Expense</b>	
Other Expense	
owners draw	13,331.97
<b>Total Other Expense</b>	13,331.97
<b>Total Other Expense</b>	13,331.97
<b>Net Other Income</b>	-13,031.97
<b>Net Income</b>	300.00

2:54 PM

02/27/15

Cash Basis

## Edgewater Manor - Checkbook Register

As of February 28, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
<b>Chase - Trust Account</b>						0.00
<b>Edgewater Manor</b>						0.00
General Journal	2/1/2015			564.00	564.00	564.00
General Journal	2/1/2015			564.00	564.00	1,128.00
General Journal	2/1/2015			564.00	564.00	1,692.00
Deposit	2/1/2015			1,139.75	1,139.75	2,831.75
Check	2/1/2015	31776	WPS	-17.52	-17.52	2,814.23
Deposit	2/1/2015			560.00	560.00	3,374.23
Deposit	2/1/2015			1,745.00	1,745.00	5,119.23
Check	2/1/2015	32008	Adam Roberts	-590.25	-590.25	4,528.98
Deposit	2/2/2015			11,297.00	11,297.00	15,825.98
Deposit	2/3/2015			560.00	560.00	16,385.98
Check	2/3/2015	31846	Candlewood Property Management	-1,761.39	-1,761.39	14,624.59
Deposit	2/4/2015			610.00	610.00	15,234.59
Check	2/4/2015	31886	Wroblewski Concrete	-599.00	-599.00	14,635.59
Check	2/4/2015	31883	Stevens Point Water Dept.	-3,338.22	-3,338.22	11,297.37
General Journal	2/5/2015			295.00	295.00	11,592.37
General Journal	2/5/2015			560.00	560.00	12,152.37
General Journal	2/5/2015			564.00	564.00	12,716.37
General Journal	2/5/2015			297.00	297.00	13,013.37
General Journal	2/5/2015			237.00	237.00	13,250.37
General Journal	2/5/2015			331.00	331.00	13,581.37
General Journal	2/5/2015			430.00	430.00	14,011.37
General Journal	2/5/2015			327.00	327.00	14,338.37
General Journal	2/5/2015			306.00	306.00	14,644.37
General Journal	2/5/2015			267.00	267.00	14,911.37
General Journal	2/5/2015			302.00	302.00	15,213.37
General Journal	2/5/2015			299.00	299.00	15,512.37
General Journal	2/5/2015			318.00	318.00	15,830.37
General Journal	2/5/2015			271.00	271.00	16,101.37
General Journal	2/5/2015			258.00	258.00	16,359.37
General Journal	2/5/2015			379.00	379.00	16,738.37
General Journal	2/5/2015			301.00	301.00	17,039.37
General Journal	2/5/2015			293.00	293.00	17,332.37
Deposit	2/5/2015			4,707.00	4,707.00	22,039.37
Deposit	2/6/2015			660.00	660.00	22,699.37
Check	2/10/2015	31952	Liturgical Publications Inc.	-1,700.00	-1,700.00	20,999.37
Check	2/10/2015	31953	Advanced Disposal	-320.54	-320.54	20,678.83
Deposit	2/11/2015			560.00	560.00	21,238.83
Deposit	2/13/2015			560.00	560.00	21,798.83
General Journal	2/15/2015			560.00	560.00	22,358.83
Check	2/17/2015	32027	AT&T	-155.89	-155.89	22,202.94
Check	2/18/2015	32071	Candlewood Property Management	-1,908.09	-1,908.09	20,294.85
Deposit	2/18/2015			1,341.00	1,341.00	21,635.85
Deposit	2/20/2015			610.00	610.00	22,245.85
Deposit	2/23/2015			610.00	610.00	22,855.85
Check	2/24/2015	32132	WPS	-7,663.40	-7,663.40	15,192.45
Deposit	2/25/2015			280.00	280.00	15,472.45
Check	2/27/2015		Candlewood Property Management	-2,140.48	-2,140.48	13,331.97

2:54 PM  
 02/27/15  
 Cash Basis

**Edgewater Manor - Checkbook Register**  
 As of February 28, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Check	2/27/2015		Edgewater Manor	-13,331.97	-13,331.97	0.00
Total Edgewater Manor					0.00	0.00
Total Chase - Trust Account					0.00	0.00
<b>TOTAL</b>					<b>0.00</b>	<b>0.00</b>

2:48 PM

02/27/15

Cash Basis

**Edgewater Manor Security Deposits - Checkbook Register**  
As of February 28, 2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Original Amount</u>	<u>Paid Amount</u>	<u>Balance</u>
Chase - Trust Account						23,913.99
Edgewater Manor Security Depos						23,913.99
Deposit	2/23/2015			300.00	300.00	24,213.99
Total Edgewater Manor Security Depos					300.00	24,213.99
Total Chase - Trust Account					300.00	24,213.99
<b>TOTAL</b>					<b>300.00</b>	<b>24,213.99</b>

Report Criteria:  
Print Outstanding Checks and Deposits and Bank and Book Adjustments

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)  
February 28, 2015

Account: 24711101  
Bank Account Number: 3078529996

Bank Statement Balance:	142,432.14	Book Balance Previous Month:	142,125.82
Outstanding Deposits:	.00	Total Receipts:	2,841.32
Outstanding Checks:	.00	Total Disbursements:	2,535.00
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	142,432.14	Book Balance:	142,432.14

Outstanding Deposits

No outstanding deposits found!  
Deposits cleared: 2 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!

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CDEEDGE</b>						
<b>1</b>						
02/17/2015	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	35.00	
<b>2</b>						
02/17/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		35.00-

Documents: 2 Transactions: 2

Total CDEEDGE:

35.00 35.00-

Grand Totals:

35.00 35.00-

Report Criteria:

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

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CREDGE</b>						
1						
02/04/2015	1	CANDLEWOOD	247.48.20120.51	RENTAL INCOME		2,838.01-
2						
02/04/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	2,838.01	
3						
02/27/2015	3	INTEREST FOR FEB 2015	247.48.00110.56	INTEREST ON CHECKING ACCT		3.31-
4						
02/27/2015	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	3.31	
Documents: 4 Transactions: 4						
Total CREDGE:					2,841.32	2,841.32-
Grand Totals:					2,841.32	2,841.32-

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)  
February 28, 2015

Account: 24611101  
Bank Account Number: 3078529970

Bank Statement Balance:	121,798.29	Book Balance Previous Month:	117,477.40
Outstanding Deposits:	.00	Total Receipts:	4,363.46
Outstanding Checks:	.00	Total Disbursements:	42.57
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	121,798.29	Book Balance:	121,798.29

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 6 items    Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!

Checks cleared: 1 items    Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

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
<b>CRHTF</b>						
<b>1</b>						
02/03/2015	1	VANG PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		93.43-
<b>2</b>						
02/03/2015	2	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
<b>3</b>						
02/03/2015	3	CEKOSH PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
<b>4</b>						
02/03/2015	4	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	387.11	
<b>5</b>						
02/03/2015	5	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		189.41-
<b>6</b>						
02/18/2015	6	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	189.41	
<b>7</b>						
02/18/2015	7	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		101.02-
<b>8</b>						
02/24/2015	8	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	101.02	
<b>9</b>						
02/24/2015	9	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,514.51-
<b>10</b>						
02/24/2015	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,514.51	
<b>11</b>						
02/24/2015	11	CRABB PAYMENT	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
<b>12</b>						
02/24/2015	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	168.68	
<b>13</b>						
02/27/2015	13	INTEREST PAYMENT	246.48.00110.56	INTEREST ON CHECKING ACCTS		2.73-
<b>14</b>						
02/27/2015	14	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	2.73	

Documents: 14 Transactions: 14

Total CRHTF:

4,363.46 4,363.46-

Grand Totals:

4,363.46 4,363.46-

10:31 AM  
03/25/15  
Cash Basis

## Edgewater Manor- Profit & Loss

March 2015

	Mar 15
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
A/C Income	90.18
Cable Income	1,698.61
Tenant Reimbursements	
Tenant Repair refund	300.00
<b>Total Tenant Reimbursements</b>	300.00
Rental Income	30,927.81
<b>Fee Income</b>	
Laundry	1,350.00
<b>Total Fee Income</b>	1,350.00
<b>Total Income</b>	34,366.60
<b>Gross Profit</b>	34,366.60
<b>Expense</b>	
Cable Service	2,774.21
Advertising	108.00
Management Fees	2,164.95
Repairs	
Building Repairs	5,430.69
<b>Total Repairs</b>	5,430.69
Snow Removal	599.00
Supplies	
Marketing	475.00
<b>Total Supplies</b>	475.00
Telephone	154.65
Trash Removal	328.26
<b>Utlities</b>	
Gas and Electric	6,957.08
<b>Total Utilities</b>	6,957.08
<b>Total Expense</b>	18,991.84
<b>Net Ordinary Income</b>	15,374.76
<b>Other Income/Expense</b>	
<b>Other Income</b>	
Other Income	
Security Deposit Collected	742.50
Other Income - Other	1,600.00
<b>Total Other Income</b>	2,342.50
<b>Total Other Income</b>	2,342.50
<b>Other Expense</b>	
Other Expense	
Security Deposit Refunded	313.88
owners draw	16,974.76
<b>Total Other Expense</b>	17,288.64
<b>Total Other Expense</b>	17,288.64
<b>Net Other Income</b>	-14,946.14
<b>Net Income</b>	428.62

10:31 AM

03/25/15

Cash Basis

## Edgewater Manor - Checkbook Register

As of March 31, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Chase - Trust Account						0.00
Edgewater Manor						0.00
General Journal	3/1/2015			564.00	564.00	564.00
General Journal	3/1/2015			564.00	564.00	1,128.00
General Journal	3/1/2015			564.00	564.00	1,692.00
Deposit	3/1/2015			1,186.00	1,186.00	2,888.00
Deposit	3/1/2015			259.00	259.00	3,147.00
Deposit	3/1/2015			200.00	200.00	3,347.00
Check	3/1/2015	32180	Charter Communications	-2,774.21	-2,774.21	572.79
Check	3/2/2015	32206	Neumark Design & Print	-475.00	-475.00	97.79
Deposit	3/2/2015			7,123.00	7,123.00	7,220.79
Deposit	3/2/2015			2,225.00	2,225.00	9,445.79
Deposit	3/2/2015			4,179.00	4,179.00	13,624.79
General Journal	3/3/2015			595.00	595.00	14,219.79
Check	3/3/2015	32247	WPS	-17.52	-17.52	14,202.27
Deposit	3/3/2015			898.00	898.00	15,100.27
Deposit	3/4/2015			610.00	610.00	15,710.27
Check	3/4/2015	32310	Candlewood Property Management	-1,325.05	-1,325.05	14,385.22
Deposit	3/4/2015			2,681.00	2,681.00	17,066.22
General Journal	3/4/2015	NSF-...		-595.00	-595.00	16,471.22
General Journal	3/5/2015			295.00	295.00	16,766.22
General Journal	3/5/2015			560.00	560.00	17,326.22
General Journal	3/5/2015			564.00	564.00	17,890.22
General Journal	3/5/2015			237.00	237.00	18,127.22
General Journal	3/5/2015			331.00	331.00	18,458.22
General Journal	3/5/2015			430.00	430.00	18,888.22
General Journal	3/5/2015			327.00	327.00	19,215.22
General Journal	3/5/2015			308.00	308.00	19,521.22
General Journal	3/5/2015			267.00	267.00	19,788.22
General Journal	3/5/2015			302.00	302.00	20,090.22
General Journal	3/5/2015			299.00	299.00	20,389.22
General Journal	3/5/2015			318.00	318.00	20,707.22
General Journal	3/5/2015			271.00	271.00	20,978.22
General Journal	3/5/2015			258.00	258.00	21,236.22
General Journal	3/5/2015			379.00	379.00	21,615.22
General Journal	3/5/2015			293.00	293.00	21,908.22
General Journal	3/6/2015			595.00	595.00	22,503.22
Deposit	3/6/2015			3,546.60	3,546.60	26,049.82
Check	3/9/2015	32379	Advanced Disposal	-328.26	-328.26	25,721.56
Deposit	3/11/2015			580.00	580.00	26,281.56
Deposit	3/11/2015			1,350.00	1,350.00	27,631.56
Check	3/12/2015	32420	PerMar Security Systems	-172.00	-172.00	27,459.56
Check	3/12/2015	32421	Wroblewski Concrete	-599.00	-599.00	26,860.56
Deposit	3/13/2015			1,124.00	1,124.00	27,984.56
Check	3/14/2015	32441	AT&T	-154.65	-154.65	27,829.91
General Journal	3/15/2015			580.00	580.00	28,389.91
Check	3/18/2015	32462	USA Fire Protection, Inc.	-195.00	-195.00	28,184.91
Deposit	3/18/2015			561.00	561.00	28,755.91
Check	3/18/2015	32493	Candlewood Property Management	-3,218.39	-3,218.39	25,537.52
Deposit	3/24/2015			1,170.00	1,170.00	26,707.52
Check	3/24/2015		Candlewood Property Management	-2,164.95	-2,164.95	24,542.57
Check	3/25/2015		WPS	-6,939.56	-6,939.56	17,603.01
Check	3/25/2015		PerMar Security Systems	-628.25	-628.25	16,974.76
Check	3/25/2015		Edgewater Manor	-16,974.76	-16,974.76	0.00
Total Edgewater Manor					0.00	0.00
Total Chase - Trust Account					0.00	0.00
<b>TOTAL</b>					<b>0.00</b>	<b>0.00</b>

1:27 PM

03/24/15

Cash Basis

**Edgewater Manor Security Deposits - Checkbook Register**  
As of March 31, 2015

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
<b>Chase - Trust Account</b>						24,213.99
<b>Edgewater Manor Security Deposits</b>						24,213.99
Deposit	3/1/2015			610.00	610.00	24,823.99
Deposit	3/3/2015			132.50	132.50	24,956.49
Check	3/12/2015	32335		-313.88	-313.88	24,642.61
<b>Total Edgewater Manor Security Deposits</b>					<b>428.62</b>	<b>24,642.61</b>
<b>Total Chase - Trust Account</b>					<b>428.62</b>	<b>24,642.61</b>
<b>TOTAL</b>					<b>428.62</b>	<b>24,642.61</b>

*[Handwritten signature]*

5-3-15

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

EDGEWATER MANOR ACCOUNT (EDGEWATER CHECKING) (7)  
March 31, 2015

Account: 24711101

Bank Account Number: 3078529996

Bank Statement Balance:	196,451.51	Book Balance Previous Month:	142,432.14
Outstanding Deposits:	.00	Total Receipts:	59,985.55
Outstanding Checks:	.00	Total Disbursements:	5,966.18
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	196,451.51	Book Balance:	196,451.51

Outstanding Deposits

No outstanding deposits found!

Deposits cleared: 5 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  
 CASH DISB - EDGEWATER (CDEDGE)  
 Period: 3/31/2015 (03/15)

Page: 1  
 Apr 29, 2015 08:29AM

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
<b>CDEDGE</b>						
<b>1</b>						
03/16/2015	1	ACCOUNT ANALYSIS SETTLEMENT C	247.56.00600.5950	GEN ADMINISTRATION CHARGES	102.39	
<b>2</b>						
03/16/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS		102.39-
Documents: 2 Transactions: 2						
Total CDEDGE:					102.39	102.39-
Grand Totals:					102.39	102.39-

Report Criteria:

Total By Reference Number and Date

Journal Code: Journal Code = "CREDGE"

Date	Reference Number	Payee or Description	Account Number	Account Title	Debit Amount	Credit Amount
<b>CREDGE</b>						
03/05/2015	1	CANDLEWOOD	247.48.20120.51	RENTAL INCOME		13,331.97-
03/05/2015	2	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	13,331.97	
03/20/2015	3	CLOSED ACCT AT BMO HARRIS	247.11302	INVESTMENT-SECURITY DEPOSITS		29,639.76-
03/20/2015	4	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	29,639.76	
03/30/2015	5	CANDLEWOOD	247.48.20120.51	RENTAL INCOME		16,974.76-
03/30/2015	6	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	16,974.76	
03/16/2015	7	ACCOUNT ANALYSIS ADJUSTMENT	247.56.00600.5950	GEN ADMINISTRATION CHARGES		35.00-
03/31/2015	8	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	35.00	
03/31/2015	9	INTEREST FOR MARCH 2015	247.48.00110.56	INTEREST ON CHECKING ACCT		4.06-
03/31/2015	10	Auto Batch Total	247.11101	OTHER CASH ACCOUNTS	4.06	
Total CREDGE:					59,985.55	59,985.55-
Grand Totals:					59,985.55	59,985.55-

Documents: 10 Transactions: 10

*CL*  
*4-30-15*  
*MO*

CITY OF STEVENS POINT

Bank Reconciliation Report

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book Adjustments

HOUSING TRUST FUND INTEREST ACCOUNT (HTF CHECKING) (6)  
March 31, 2015

Account: 24611101  
Bank Account Number: 3078529970

Bank Statement Balance:	166,297.49	Book Balance Previous Month:	121,798.29
Outstanding Deposits:	.00	Total Receipts:	44,604.52
Outstanding Checks:	.00	Total Disbursements:	105.32
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	166,297.49	Book Balance:	166,297.49

Outstanding Deposits

No outstanding deposits found!  
Deposits cleared: 9 items    Deposits Outstanding: 0 items

Outstanding Checks

No outstanding checks found!  
Checks cleared: 1 items    Checks Outstanding: 0 items

Bank Adjustments

No bank adjustments found!

Book Adjustments

No book adjustments found!

CITY OF STEVENS POINT

Journals - CDHTF Journal for Redev Auth HTF  
 CASH DISB - HTF (CDHTF)  
 Period: 3/31/2015 (03/15)

Page: 1  
 Apr 29, 2015 08:30AM

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
<b>CDHTF</b>						
<b>1</b>						
03/16/2015	1	ACCOUNT ANALYSIS SETTLEMENT C	246.56.00600.5950	GEN ADMIN CHARGES	105.32	
<b>2</b>						
03/16/2015	2	Auto Batch Total	246.11101	OTHER CASH ACCOUNTS		105.32-
Documents: 2 Transactions: 2						
Total CDHTF:					105.32	105.32-
Grand Totals:					105.32	105.32-

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
<b>CRHTF</b>						
03/02/2015	1	MCDONALD TITLE-FIX PROPERTY 30	246.49.00100.56	PRINCIPAL PAYMENTS		24,433.00-
03/02/2015	2	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	24,433.00	
03/10/2015	3	CRABB	246.49.00100.56	PRINCIPAL PAYMENTS		168.68-
03/10/2015	4	CEKOSH	246.49.00100.56	PRINCIPAL PAYMENTS		125.00-
03/10/2015	5	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS		43.68-
03/10/2015	6	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		881.93-
03/10/2015	7	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	1,219.29	
03/03/2015	8	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		949.53-
03/16/2015	9	ACCOUNT ANAYLSIS ADJUSTMENT	246.56.00600.5950	GEN ADMIN CHARGES		35.00-
03/17/2015	10	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	984.53	
03/17/2015	11	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,062.50-
03/17/2015	12	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,062.50	
03/24/2015	13	GEN LIAB INSUR OWED BY EDGEWA	246.15647	DUE FROM EDGEWATER FUND		5,863.79-
03/24/2015	14	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	5,863.79	
03/24/2015	15	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		3,989.03-
03/24/2015	16	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3,989.03	
03/31/2015	17	BAIRD TRANSFER	246.48.00100.51	INV. INTEREST REVENUE		5,092.23-
03/31/2015	18	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	5,092.23	
03/31/2015	19	INTEREST FOR MARCH 2015	246.48.00110.56	INTEREST ON CHECKING ACCTS		3.83-
03/31/2015	20	CASH RECEIPT BANK REC.	246.11101	OTHER CASH ACCOUNTS	3.83	

Documents: 20 Transactions: 20

Total CRHTF:	44,648.20	44,648.20-
Grand Totals:	<u>44,648.20</u>	<u>44,648.20-</u>



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

715 341 8110 tel  
715 341 7390 fax

April 22, 2015

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

Subject: **Amendment No. 4 for Environmental Services  
Operation, Maintenance and Monitoring – Year 2  
Sub-Slab Vapor Mitigation and Soil Remediation System  
Mid-State Technical College  
Stevens Point, Wisconsin  
WDNR BRRTS No. 02-50-559009  
AECOM Project No. 60284018**

Dear Michael,

AECOM is submitting Amendment No. 4 to our initial proposal, dated December 20, 2012, covering environmental services associated with the new Mid-State Technical College (MSTC) building. Our amended Scope of Services includes tasks covered by the Operation and Maintenance (O&M) Plan, dated July 2014, for the combined sub-slab vapor mitigation and soil vapor extraction (SVE) system.

### **Background**

Ellis Stone installed a combined vapor mitigation and SVE system during the remodeling of MSTC's downtown Stevens Point campus. Full-time operation of the system started on May 14, 2014. The vapor mitigation portion of the system recovers and vents chlorinated volatile organic compound (CVOC) vapors trapped beneath the school building. The SVE portion of the system is remediating a source of tetrachloroethene (PCE) contaminated soil discovered beneath the building in 2013.

AECOM has performed monthly system O&M, monthly recovered CVOC vapor emissions monitoring, and quarterly sub-slab negative pressure monitoring since the start of system operation in May 2014. The only CVOC detected in vapor emission samples collected to date has been PCE. Through March 2015, detections of PCE emitted by the system exhaust have ranged from a high of 21.8 micrograms ( $\mu\text{g}$ ) on July 9, 2014, to a low of 0.195  $\mu\text{g}$  on March 13, 2015. The apparent trend of PCE vapor emitted from the system has been downward after July 2014. PCE emission levels were below the Wisconsin air quality limit for PCE (9.1  $\mu\text{g}$ ) during the same period. Sub-slab negative pressures have been sufficiently maintained beneath the school building by the system, as designed.

On July 31, 2014, AECOM collected four indoor air samples inside the new MSTC building at the request of the Wisconsin Department of Natural Resources (WDNR). Only trans 1,2-dichloroethene (trans 1,2-DCE) was detected in each sample; however, we do not attribute the presence of trans 1,2-DCE to contaminated soil or groundwater previously reported beneath the building. According to the WDNR's Quick Look-Up Table (updated 6/12/2014), there is no regulatory limit established for trans 1,2-DCE for non-residential and residential indoor air.

### Scope of Services

The amended Scope of Services to continue O&M and monitoring during Year 2 of operation of the combined vapor mitigation and SVE system (May 2015 through April 2016) includes the following:

#### 1. O&M and Monitoring

- a. Verification testing for the vapor mitigation system, including:
  - 1) *Quarterly* manometer measurement of sub-slab negative pressures using the sub-slab vapor ports previously set in the building floor.
  - 2) Collect sub-slab vapor samples for laboratory analysis from vapor sample ports SP-4, SP-7, SP-8, SP-10, and SP-11. Samples will be collected on a *semiannual* frequency using an evacuated 6-liter Summa™ canister (one 5-sample set every six months).
  - 3) Laboratory analyze the sub-slab vapor samples for chlorinated volatile organic compounds (VOCs) (a total of up to 10 samples) using U.S. Environmental Protection Agency (EPA) Method TO-15 (shortlist), including:
    - PCE
    - TCE
    - cis-1,2 Dichloroethylene (cis-1,2 DCE)
    - trans-1,2 Dichloroethylene (trans-1,2 DCE)
    - Vinyl chloride
- b. Vapor emission monitoring for the SVE system, including:
  - 1) Collect *monthly* exhaust stack samples from the SVE system using the *Methanol Impinger Method* to periodically analyze levels of volatile organic compounds (VOCs) emitted to the atmosphere during system operation to monitor compliance with Wisconsin air quality regulations.
  - 2) Laboratory analyze the SVE exhaust stack samples (a total of up to 12 samples) for VOCs using EPA Method 8260.
  - 3) Record air flow rates generated by the SVE system each month and make extraction rate adjustments as needed to maintain optimum sub-slab vacuum pressures and vapor emission levels below Wisconsin air quality standards.
- c. Perform an annual air flow test to compare the combined vapor mitigation/SVE system exhaust stack flow rates against the rated output for the regenerative blower.
- d. Perform an annual visual inspection of the combined vapor mitigation/SVE system to look for visible signs of wear and tear (i.e., cracked or damaged piping; loose or broken brackets, fittings, couplings, and equipment housings; obstructions to air flow; damaged or broken suction points).

#### 2. Progress Reports

- a. On behalf of the Redevelopment Authority, submit a *semiannual* "Remediation Site Progress and Operation, Maintenance, Monitoring, and Optimization Report" (WDNR

Form 4400-194) to the WDNR, RA and MSTC. Each O&M progress report will include the following data and information, when applicable:

- 1) Monthly system vapor emission sample analytical results.
- 2) Quarterly sub-slab pressure gradient testing results.
- 3) Semiannual sub-slab vapor sample analytical results.
- 4) Indoor air verification sample analytical results, if any.
- 5) Annual visual inspection results for the combined vapor mitigation/SVE system noting any visible signs of wear and tear.
- 6) Annual air flow test results comparing combined vapor mitigation/SVE system exhaust stack flow rates against the rated output for the regenerative blower.
- 7) A floor plan showing the locations of sub-slab vapor ports, suction points, equipment, and exhaust vent.
- 8) Copies of laboratory analytical reports and completed sample chain-of-custody forms.

### **Assumptions**

This Amendment is subject to the following assumptions:

1. Collection and analysis of indoor air samples will not be performed during Year 2 of system operation, unless specifically requested by the WDNR or Redevelopment Authority.
2. Analysis of system vapor emission samples and sub-slab vapor samples will be performed on normal 10-day turnaround.

### **Schedule**

The anticipated O&M progress reporting schedule is as follows:

1. Semi-annual O&M Report No. 1: June 2015
2. Semi-annual O&M Report No. 2: December 2015

### **Cost Estimate and Authorization to Proceed**

AECOM will perform the additional services described above on a time-and-material basis, in accordance with the commercial terms and rates, approved under our original proposal, dated December 20, 2012. Our fee for these services shall not exceed the following:

Prior Contract Price	\$78,000
Estimated Increase by this Amendment	<u>\$17,000</u>
Revised Estimated Contract Price	\$95,000

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



Consulting Services	\$13,800
Subcontract Laboratory Analytical Services	<u>\$3,200</u>
<b>Total</b>	<b>\$17,000</b>

The Redevelopment Authority can authorize 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 Redevelopment Authority of the City of Stevens Point with this project. If you have any questions regarding this proposal or if you need additional assistance, please call Kyle Wagoner at (715) 342-3038.

Sincerely,

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

Jennifer L. Obertino, P.E.  
Vice President  
jennifer.obertino@aecom.com

Enclosures: As Noted

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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 Mid-State Technical College Site for the Redevelopment Authority of the City of Stevens Point as described in AECOM's Amendment No. 4 to Project No. 60284018, dated April 22, 2015, with a budget authorization of \$17,000.00 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

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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  
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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

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May 7, 2015

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

Subject: **Proposal for Environmental Services  
Additional Site Investigation at Former Lullabye Furniture  
1017 Third Street  
Stevens Point, Wisconsin  
WDNR BRRTS No. 02-50-555190  
AECOM Proposal No. OPP-376353**

Dear Michael,

AECOM is submitting this proposal to provide environmental services to the Redevelopment Authority (RA) of the City of Stevens Point for additional Site Investigation (SI) to investigate the extent of tetrachloroethylene (PCE) and petroleum volatile organic compounds (PVOCs) contamination, exceeding Wisconsin cleanup standards in the subsurface beneath the southeast portion of the property. Completion of the SI is also necessary prior to amending the RA's Ready for Reuse Grant for the cleanup of additional soil contamination detected at the Former Lullabye Furniture property. Our proposed Scope of Services was partly developed using results from a previous SI performed by AECOM on the property for the RA in March 2015 and from recent SI results for the adjacent Dun-Rite Cleaners site. AECOM also reviewed the proposed Scope of Services and received assistance and guidance from Lisa Gutknecht of the Wisconsin Department of Natural Resources (WDNR) during our telephone call with her on May 7, 2015.

### **Background**

In August 2014, AECOM submitted an addendum to our Phase II Environmental Site Assessment (ESA) Report, dated August 11, 2014, to the RA and WDNR for the Former Lullabye Furniture property. The Phase II ESA was performed under the WDNR's Wisconsin Assessment Monies (WAM) Contractor Services Program. The addendum provided additional data and information necessary to comply with the requirements of s. NR 716.15 "Site Investigation Report," Wisconsin Administrative Code (WAC). The addendum, combined with the Phase II ESA Report, was required by the WDNR as a prerequisite for the City of Stevens Point's submittal of applications for a Ready for Reuse Grant and Voluntary Party Liability Exemption (VPLE) for the site.

In March 2015, AECOM performed an SI on the east side of the Former Lullabye Furniture property in response to recent SI results obtained from the WDNR for the adjacent Dun-Rite Cleaners site at 1008 Union Street (BRRTS No. 02-50-000577). Dun-Rite Cleaners is an apparent, off-site source of PCE contaminated soil and groundwater exceeding Wisconsin regulatory standards. SI results obtained by AECOM indicated PCE levels in soil and groundwater exceed Wisconsin cleanup standards in the southeast portion of the property. The SI also discovered the presence of PVOCs in shallow soil exceeding the Wisconsin cleanup standard for benzene in the same area of the property. The full extent of commingled PCE and PVOC contamination in the subsurface is not yet known;

however, the plume of PCE and PVOC soil contamination appears to be separate from the PCE contaminated soil plume excavated from the northeast portion of the property in December 2014.

### **Purpose and Scope of Services**

The purpose of the additional SI on the southeast portion of the Former Lullabye Furniture property is to:

1. Enable the RA to complete the SI, in accordance with Chapter NR 716, WAC, in pursuit of a VPLE certificate for the property from the WDNR.
2. Quantify the potential volume of commingled PCE and PVOC contaminated soil exceeding Wisconsin cleanup standards for future remedial excavation bidding purposes.
3. Qualify the property for eligibility of future cleanup costs under Wisconsin's Ready for Reuse program.

The proposed Scope of Services for the additional SI on the Former Lullabye Furniture property includes the following:

#### **1. General and Pre-Field Activities**

- a. Select soil boring locations and analytical parameters for soil and groundwater samples from a review of previous SI results for the Former Lullabye Furniture property and adjacent Dun-Rite Cleaners site.
- b. Prepare an SI Work Plan in accordance with Chapter NR 716, WAC, for submittal to the WDNR.
- c. Update the project-specific Safe Work Plan/Task Hazard Analysis (SWP/THA) for toxic/hazardous materials, which shall apply to all personnel admitted to work on the project site. Other City and RA 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.
- d. Retain a subcontract driller to locate underground utilities, advance soil probe borings (direct-push method), and collect soil and groundwater samples.
- e. Retain a WDNR certified laboratory to analyze soil and groundwater samples collected from the site.

## 2. Field Investigation, Sampling, and Analysis

- a. Advance 20 direct-push soil probe borings on the property at locations indicated in the SI Work Plan. The borings will be sampled in 2-foot intervals to a maximum depth of 8 or 10 feet below ground surface (bgs), depending on location and sampling needs.
- b. Visually classify soil samples obtained from the borings at the site. Field screen soil gas in the soil samples with a photoionization detector (PID) using the headspace method. Record soil descriptions and PID readings onto WDNR soil boring logs (WDNR Form 4400-122).
- c. Containerize soil cuttings generated from the borings and temporarily store them on site until disposal off-site at a later date.
- d. Collect 2 to 3 soil samples for laboratory analysis from each of 17 of the 20 soil borings (a total of up to 42 samples), at 2 or more of the following depth intervals, as designated in the SI Work Plan:
  - The direct contact zone (2 to 3 feet bgs)
  - Immediately below the direct contact zone (4 to 5 feet bgs)
  - Immediately above the water table interface (7 to 8 feet bgs)

*Note: Only water samples will be collected from the remaining 3 soil borings.*

- e. Collect one groundwater sample from 9 of the 20 soil borings (a total of up to 9 samples) for laboratory analysis.
- f. Laboratory analyze the soil and groundwater samples for one of the following parameters, on a normal 10-day turnaround, and as designated in the SI Work Plan:
  - Volatile organic compounds (VOCs)
  - PVOCs plus Naphthalene
- g. Install a temporary monitoring well (1 inch diameter polyvinyl chloride (PVC) casing and screen) in three of the direct-push borings (a total of 3 temporary wells) to a maximum depth of 10 feet bgs for the purpose of measuring stabilized water levels, and determining the local groundwater flow direction and gradient. The temporary wells will be triangulated within the southeast portion of the property. Prepare WDNR Monitoring Well Construction and Development Forms (WDNR Forms 4400-113A and B) for each well.
- h. Survey top of casing elevations for the new and existing temporary wells on the property and Monitoring Well MW-12R on the south side of CenterPoint Drive, near Shopko, to the nearest 0.01 foot and referenced to an existing local or site-specific benchmark elevation.
- i. Measure one set of stabilized water levels in the new and existing temporary wells and MW-12R, at least 24 hours after installation, to determine water table elevations.

Estimate the groundwater flow direction and gradient based on water level measurements.

- j. Photograph each direct-push boring and temporary monitoring well location. Measure the locations of soil borings and temporary wells from site features for use in preparing a site map.
- k. Abandon the three temporary wells in accordance with Chapter NR 141, WAC, upon completion of the water level measurements, if requested to do so by the RA or WDNR. Prepare a well abandonment form for each temporary well (WDNR Form 3300-5B).
- l. Perform vapor intrusion (VI) pathway screening for petroleum and chlorinated VOC vapors, in accordance with *"Addressing Vapor Intrusion at Remediation & Redevelopment Sites in Wisconsin (WDNR Publication RR-800, updated July 2012)."*

### 3. NR 716 SI Report Addendum No. 2

- a. Prepare a second NR 716 Report Addendum to the previous Phase II ESA Report for the Former Lullabye Furniture property, which will include the following:
  - 1) A cover letter referencing the WDNR's site identification number, and stating the purpose of the submittal and the desired WDNR action or response.
  - 2) An Executive Summary providing a brief narrative describing the additional SI results, conclusions, and recommendations for future actions, and the certification required under s. NR 712.09, WAC.
  - 3) A summary of general property and site information.
  - 4) A summary of site background information.
  - 5) A description of investigation methods.
  - 6) A narrative description, evaluation and interpretation of the additional SI results for contaminated soil and groundwater.
  - 7) A narrative description of VI pathway screening results.
  - 8) Tabulated summaries of new and historic field and analytical results for soil and groundwater samples collected.
  - 9) A tabulated summary of temporary and monitoring well data, water level depth measurements, and water table elevations.
  - 10) Various figures, drawings and visual aids, including:
    - A site location map based on a USGS 7.5 minute quadrangle topographic map.

- An updated site layout map depicting the locations of soil borings, temporary wells, monitoring well(s), underground utilities, property lines, building outlines, etc. on or adjacent to the property.
  - A water table contour map depicting water table elevations and the apparent groundwater flow direction.
  - A contaminated soil isoconcentration map.
  - A contaminated groundwater isoconcentration map.
  - Two hydrogeologic cross sections through the site depicting subsurface soil types, stabilized water levels, soil and groundwater contaminant levels.
  - Color photographs of the site taken during the additional SI.
- 11) Documentation, including completed field forms, data sheets, and laboratory analytical reports.
- 12) Conclusions regarding the degree and extent of contaminated soil and groundwater, an estimate of the quantity of contaminated soil exceeding Wisconsin cleanup standards, and VI pathway screening results.
- 13) Recommendations for further response actions (i.e., additional investigation and/or remedial action) necessary to protect public health, safety and welfare, and the environment.
- 14) A summary of remedial action options evaluated, and a plan to implement the selected remedial action option to address the PCE and PVOC contaminated soil at the Former Lullabye Furniture site.
- b. Submit up to four bound paper copies and four electronic copies of the NR 716 SI Report Addendum No. 2 to the RA for general distribution. AECOM will submit one bound paper copy and one electronic copy of the report addendum to the WDNR upon request.

#### **4. Ready for Reuse Program Payment Claims**

- a. Assist the RA with preparation and submittal of interim and final payment claims to the WDNR's Ready for Reuse Loan and Grant Program (a total of two claims, WDNR Form 4400-243).



### Assumptions

This proposal is subject to the following assumptions:

1. Opinions in AECOM's report will be rendered in accordance with generally accepted professional standards, but shall not be construed as a guarantee or warranty as to the potential liability or impacts of potential environmental concerns at the site. AECOM's report and opinions will be based solely on the scientific tasks outlined in this Scope of Services and not on methods or procedures beyond those discussed.
2. Field work can be conducted using Level D personal protective equipment.
3. The City of Stevens Point will identify underground utility locations not covered by Diggers' Hotline. AECOM will not be responsible for damage to utilities as a result of improper utility location identifications by Diggers' Hotline, site owners, or occupants.
4. The estimated depth to groundwater is 8 feet bgs.
5. Standard laboratory turn-around times are acceptable.
6. Containerized investigative wastes (i.e., soil cuttings) generated during the field work will be non-hazardous and can be temporarily stored on site until treatment or disposal at a later date (i.e., during a future remedial excavation).
7. Standard care will be taken to minimize landscape disturbance during borings and other field activities. However, minor disturbance of the ground surface due to maneuvering the drilling rig, performing borings, collecting samples, and leveling the rig is inevitable. It is assumed that surface disturbances from routine drilling activities will not require repair.
8. It is assumed that all field work described in the Scope of Services will be conducted during fair weather. Delays caused by rain or other unforeseen circumstances are not taken into consideration and shall constitute a changed condition. It is recognized that field work may be conducted during typical winter weather conditions.
9. Quality control samples, such as duplicate samples and field blanks, will not be required.
10. Rocks, large gravel, and construction rubble cannot be penetrated using the direct-push rig. It is assumed that such materials will not be encountered.
11. The WDNR will not require payment of additional fees to review documents submitted for review and comment.
12. Labor costs and expenses associated with preparation and submittal of Ready for Reuse Program Payment Claims are not eligible for reimbursement.

### Schedule

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

- |                                |               |
|--------------------------------|---------------|
| 1. Submit NR 716 SI Work Plan: | May 22, 2015  |
| 2. Field Work:                 | May 29, 2015  |
| 3. Submit Final Report:        | June 22, 2015 |

**Cost Estimate and Authorization to Proceed**

AECOM will perform the services described above on a time-and-material basis, in accordance with the attached commercial terms and rates, which have been pre-approved by the City of Stevens Point. Our fee for these services shall not exceed \$28,000.00.

For informational purposes, the estimated fee broken down as follows:

1. Consulting Services	\$22,000.00
2. Subcontract Drilling Services	\$2,600.00
3. Subcontract Laboratory Services	<u>\$3,400.00</u>
<b>Total</b>	<b>\$28,000.00</b>

If additional services are required, which would cause our fee to be greater than the estimate, we will obtain your prior authorization before proceeding.

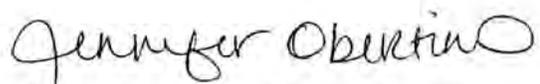
AECOM is prepared to begin the project following receipt of your written Authorization to Proceed. The RA can authorize AECOM to proceed with the work described in this proposal by signing and returning the enclosed Authorization to Proceed form at your earliest convenience.

We appreciate this opportunity to assist the Redevelopment Authority of the City of Stevens Point 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.

Sincerely,



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



Jennifer L. Obertino, P.E.  
 Vice President  
 jennifer.obertino@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 Lullabye Furniture Site for the Redevelopment Authority of the City of Stevens Point as described in AECOM's Proposal Opp No. 376353, dated May 7, 2015, with a budget authorization of \$28,000.00 under the General Conditions Form 102(01/12) and the Commercial Terms Form attached hereto.

\_\_\_\_\_  
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: David Senfelds

Address: AECOM

200 Indiana Avenue

Stevens Point, WI 54481

Fax: (715) 341-7390

Phone: (715) 342-3039

Email: david.senfelds@aecom.com

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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  
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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

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**Organization Account Authorization**

Account No:

Rep Code: BX30

Financial Advisor: The Gebhardt Schliepp Group

The undersigned Organization authorizes and requests Robert W. Baird & Co. Incorporated ("Baird") to open an account in the name of Redevelopment Auth of the City of Stevens Point for the purpose of purchasing, investing in or otherwise acquiring, selling and generally dealing in and with all forms of securities. This account may include the use of option and/or margin<sup>1</sup>.

By resolutions duly and regularly adopted and still in effect, the fullest authority at all times has been vested in the following individual(s):

Michael Ostrowski

with respect to any transaction requested by any of them in connection with the Organization's account, including (but without limitation thereto) authority to give written or oral instructions to Baird with respect to such transactions. Baird is authorized to deal with any or all of the authorized individuals listed above or with the Organization itself (through the Head of the Organization as identified below).

It is hereby certified that the Organization does possess the power and authority to open and maintain an account at Baird and that this authority is not limited by the charter or bylaws or by other conflicting resolutions. Baird may upon request to the Organization obtain an executed copy of its resolutions and authorized signatures of each individual empowered under the resolutions and any other evidence satisfactory to Baird of the existence of the Organization and the authority of the individuals listed above.

Pursuant to the Organization's resolutions and under this authorization, the powers and authority granted shall continue in effect until Baird receives written notice of any change or rescission. The Organization is required to notify Baird promptly in writing of any change in the officers or powers of individuals hereby authorized and such modification when received by Baird shall be adequate both to terminate the powers of the individuals previously authorized and to empower the individuals thereby substituted.

Print names of authorized individuals:

Signatures of authorized individuals:

Michael Ostrowski

[Signature]

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\_\_\_\_\_

\_\_\_\_\_

<b>Dated this:</b>	<b>By Head of Organization:</b>
_____ day of _____, 20_____.	_____
<b>Attest:</b>	Signature _____
Signature of Secretary or Authorized Individual	Title _____
	Print Name _____

1 Note: Opening an option and/or margin account requires the completion of an Option/Margin Agreement. You may strike the reference to option or margin if not applicable.