

# CITY OF STEVENS POINT

## BOARD OF PUBLIC WORKS MEETING

Monday, July 13, 2015 – 6:30 p.m.

(or immediately following previously scheduled meeting)

Lincoln Center – 1519 Water Street

Stevens Point, WI 54481

## AGENDA

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

### CONSIDERATION AND POSSIBLE ACTION ON THE FOLLOWING:

1. To accept the Director's Report and place it on file.
2. To accept the bid from Eagle Construction Company, Inc. out of Wisconsin Rapids, WI for the Mead Park Shelter Project #15-10 in the amount not to exceed \$75,583.75.
3. To accept the bid from American Asphalt of Wisconsin out of Mosinee, WI for the Bituminous Surfacing Project #15-09 for Prentice and Academy in the amount not to exceed \$271,734.40.
4. Request for an additional street light in the 1100 block of Phillips Street.
5. Request to purchase 10 bike hitches in the amount not to exceed \$1,465.00.
6. Design contract from AECOM for the Heffron Street Extension and the Coye Drive Intersection improvements.
7. Adjournment.

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

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

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



## Public Works

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

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

July 7th, 2015

DIRECTOR OF PUBLIC WORKS REPORT  
Scott Schatschneider

### 1. Engineering Division

- **Seawall / Floodplain Project:**

At the June Common Council meeting, the preliminary resolution for the special assessment process was approved.

The next step will be the public hearing and final resolution process at the July Common Council Meeting.

- **Prentice Street and Academy Avenue:**

This project will be its own agenda item at this month's July Board of Public Works.

- **Brilowski Road:**

This project has finished, staff is finalizing construction quantities and will be working through the Portage County Highway Department for re-imbusement by the Wisconsin Department of Transportation per the Local Road Improvement Program. The City's eligible re-imbusement amount is \$65,000. The total project cost was \$195,000 and with the WisDOT grant allocation the total project cost was 130,000.

- **North Reserve Street / I39 Overpass Reconstruction:**

The project is progressing and the project is still on schedule to finish in mid-November. A portion of the project outside of the DOT's scope of work, is the City's LED street lighting work. The LED street lighting work will begin in late September or early October.

- **Clark Street Bridge Scour Project:**  
The bid opening for this project will be Tuesday, July 28<sup>th</sup> and will be presented at the August Board of Public Works Meeting.
- **Hoover Road/Country Club Drive Grade Separation & ICE Analysis for the Coye Drive Intersection:**  
Questions have come up regarding certain aspects of the design for the Grade Separation. In an attempt to answer those questions AECOM will be giving a presentation at the July 20<sup>th</sup> Common Council Meeting.
- **Coye Drive Intersection improvements and the Heffron Street extension:**  
Consideration and possible action of these potential projects will be a separate agenda item at this month's July Board of Public Works.
- **Business 51 Project:**  
Nothing to report at this time.
- **Additional Ongoing Director\City Engineer\City Surveyor Projects:**
  - Staff has been spending a significant amount of time taking phone calls regarding the seawall / floodplain project.
  - Staff has been busy with construction related activities such as, right of way permits, sidewalk replacement program.
  - Staff has been working on capital borrowing requests for the 2016 borrowing.

## 2. Streets Division

- **Street work**
  - Continued Garbage and Recycling operations.
  - Sign work continued.
  - Patching continued.
  - Street lamp maintenance continued.
  - Building maintenance and repair.
  - Salt Spreader Frame Replacement began
  - Street Sweeping continued.
  - Traffic Markings Painting continued.
  - Crack Filling continued.
  - Concrete Repairs continued.
- **Equipment maintenance/garage**
  - There were a total of 99 repair orders completed in the month of June. When broken down by department there were;

Engineering	3
Police	15
Parks	27
Fire	4
Streets	46
Water/Waste water	4

- **Signs, posts, barricades, and flags**

- 51 signs were replaced or added, 44 for usual maintenance, 1 new sign was added and 6 because of vandalism.
- 6 poles were replaced or added, 2 because of accidents, 1 for usual maintenance, 1 new pole was added and 2 because of vandalism.
- Barricades and barrels set up and taken down for Special Olympics.
- Flags put up for Flag Day.

- **Garbage/recycling/yard waste/drop-off**

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

- **Leave**

- 6 floating holidays, 8 days 5.5 hours sick and 53 days 7 hours vacation were utilized.

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July 7<sup>th</sup>, 2015

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: Mead Park Shelter Project

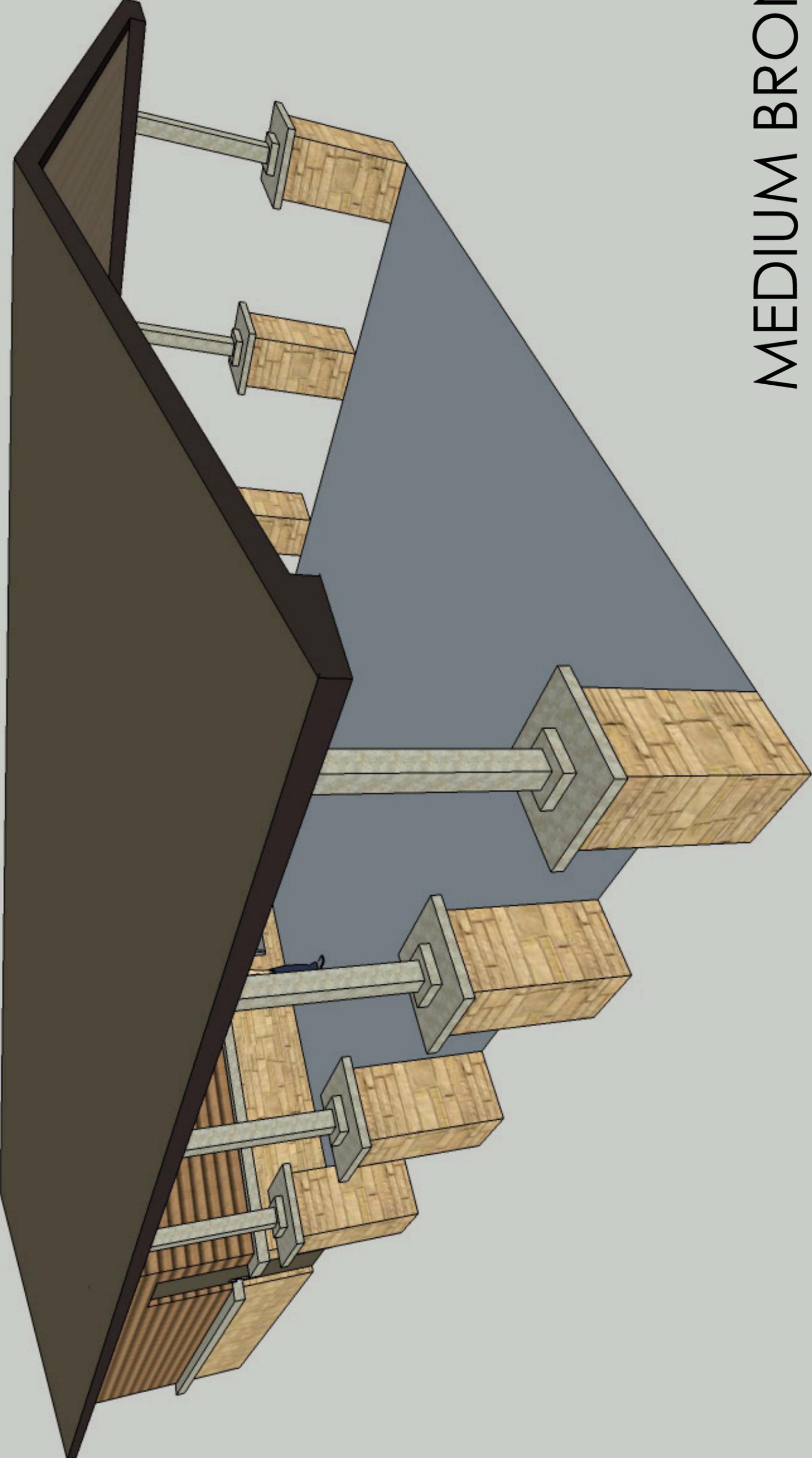
Enclosed you will find the bid results for Mead Park Shelter Project.

This project was part of the 2015 Capital Borrowing. This shelter will replace the existing shelter at Mead Park. I have enclosed a rendering of what the shelter will look like when it is finished.

If there are specific questions pertaining to the shelter project, Tom Schrader from the Parks Department will be to answer any questions that you may have.

Tom can be reached at 346-1536.

Thank you.



MEDIUM BRONZE

BID TAB  
 CITY OF STEVENS POINT  
 MEAD PARK SHELTER PROJECT #15-10  
 SEALED BIDS OPENED 10:00 A.M., JULY 7, 2015

ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	Eagle Construction Co., Inc. Wisconsin Rapids, WI		Altmann Construction Co., Inc. Wisconsin Rapids, WI	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
SPV.0105.01	1	L.S.	Bid Package #1	\$ 58,500.00	\$ 58,500.00	\$ 58,800.00	\$ 58,800.00
209.0100	200	C.Y.	Backfill Granular	\$ 18.50	\$ 3,700.00	\$ 13.00	\$ 2,600.00
SPV.0035.01	150	C.Y.	Excavation Below Subgrade (EBS)	\$ 23.50	\$ 3,525.00	\$ 38.00	\$ 5,700.00
<b>Total Bid:</b>					<b>\$ 65,725.00</b>		<b>\$ 67,100.00</b>
<b>Total with 15% cont.:</b>					<b>\$ 75,583.75</b>		<b>\$ 77,165.00</b>

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July 7<sup>th</sup>, 2015

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works

Re: Prentice Street and Academy Avenue - Bituminous Surfacing Project

Enclosed you will find the bid results for the aforementioned project.

The working limits of the project will be Prentice Street (Maria Drive to Schofield Avenue) and Academy Avenue (Division Street to Prentice Street).

In order to minimize impacts to residents and local businesses the project will be completed in two separate phases. Prentice Street will be phase one and Academy Avenue will be phase two.

The work will consist of replacing sections of curb and gutter and replacing the existing asphalt.

If you have any questions, please don't hesitate to contact me.

Thank you.

**BID TAB  
CITY OF STEVENS POINT  
BITUMINOUS SURFACING PROJECT #15-09  
SEALED BIDS OPENED 9:00 A.M., JULY 7, 2015**

				American Asphalt Mosinee, WI	
ITEM NO.	EST. QUAN.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
204.0110	334	S.Y.	Removing Asphaltic Surface	\$ 6.10	\$ 2,037.40
204.0150	556	L.F.	Removing Curb & Gutter	\$ 5.50	\$ 3,058.00
205.0100	944	C.Y.	Excavation Common	\$ 11.10	\$ 10,478.40
213.0100	1	L.S.	Finishing Roadway (Project)	\$ 1,800.00	\$ 1,800.00
325.0100	8,032	S.Y.	Pulverize and Relay	\$ 2.10	\$ 16,867.20
460.1101	1,991	TON	HMA Pavement Type E-3 (4"0)	\$ 68.18	\$ 135,746.38
465.0105	13	TON	Asphaltic Surface (3-Inch)	\$ 207.70	\$ 2,700.10
601.0411	556	L.F.	Concrete Curb & Gutter (30-Inch)	\$ 29.90	\$ 16,624.40
611-8110	20	EACH	Adjusting Manhole Covers	\$ 894.00	\$ 17,880.00
625.0100	62	S.Y.	Topsoil	\$ 12.00	\$ 744.00
627.0200	62	S.Y.	Mulching	\$ 6.00	\$ 372.00
628.7015	6	EACH	Inlet Protection Type C	\$ 125.00	\$ 750.00
629.0205	62	S.Y.	Fertilizer Type A	\$ 2.50	\$ 155.00
630.0140	62	S.Y.	Seed Mixture No. 40	\$ 6.00	\$ 372.00
643.0100	1	L.S.	Traffic Control Project	\$10,255.00	\$ 10,255.00
652.0800	304	L.F.	Conduit Loop Detector	\$ 5.25	\$ 1,596.00
655.0800	958	L.F.	Loop Detector Wire	\$ 1.05	\$ 1,005.90
690.0150	266	L.F.	Sawing Asphalt	\$ 3.50	\$ 931.00
690.0215	101	L.F.	Sawing Concrete	\$ 5.00	\$ 505.00
SPV.0105.01	1	L.S.	Maria Drive Asphaltic Patch	\$12,413.00	\$ 12,413.00
				<b>Total</b>	<b>\$ 236,290.78</b>
				<b>Total with 15% cont.</b>	<b>\$ 271,734.40</b>

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July 7<sup>th</sup>, 2015

To: Board of Public Works  
From: Scott Schatschneider, Director of Public Works  
Re: Street Light Request at 1100 Block of Phillips Street

Residents in the 1100 Block of Phillips Street have requested a street light. The request for the light is to provide additional lighting at the mid-block point.

The request was brought forward by Alderperson Ryan. Alderperson Ryan has spoken with neighbors and has asked the request be presented to the Board of Public Works.

I have included a map of the area, along with locations of existing street lights and the location for the proposed light. In speaking with WPS, an existing mid-block pole would work for mounting the mast arm and light.

In speaking with Wisconsin Public Service a \$300.00 installation fee would apply and a \$22.00 per monthly for the 100 Watt LED light.

If there are any questions regarding this item, please don't hesitate to contact me.

Thank you.



EXISTING LIGHT POLE

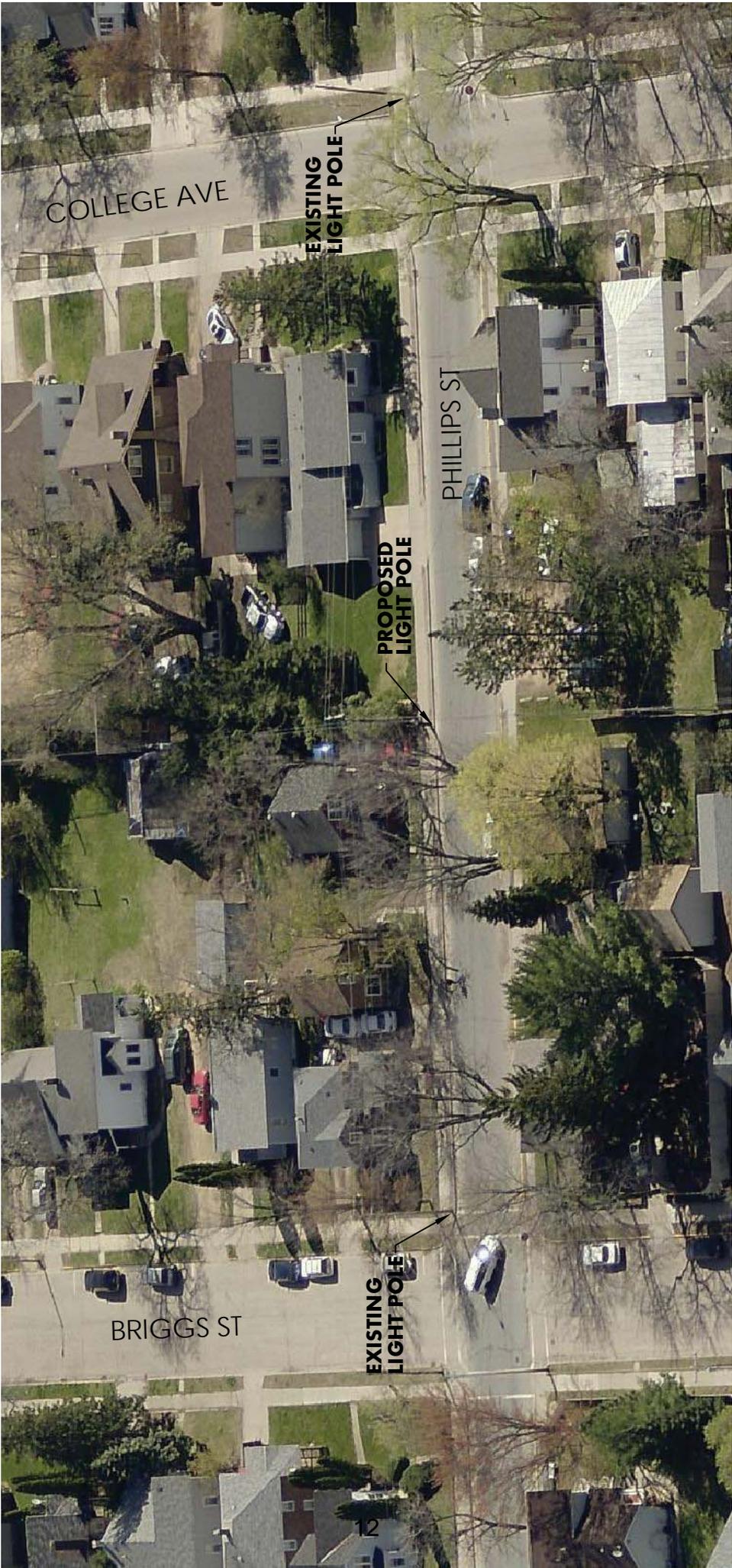
PROPOSED LIGHT POLE

PHILLIPS ST

BRIGGS ST

COLLEGE AVE

EXISTING LIGHT POLE



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July 7<sup>th</sup>, 2015

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works

Re: Request for the City to purchase and install 10 Bike Hitches on Main Street

At the May Common Council Meeting, Tori Jennings presented ideas related to bicycle and pedestrian enhancements that could be implemented in the City's "Downtown". And given the number of people who utilize the City's Downtown area by bicycle, this request has been brought forward.

One of the ideas presented were bike hitches. The idea of the bike hitch is twofold. The first is better functionality for the user and secondly the bike hitch is more aesthetically pleasing than the current bike racks in the Downtown.

In terms of Downtown, the existing facilities to properly park a bicycle don't match up well with today's current user. What this means is, the current bike racks are somewhat obsolete in terms of their functionality and in some instances damage a bicycle if used. In addition the current bike racks are in locations where they won't be used, which is one of the reasons we see bicycles locked up to street light poles. Unfortunately, this last scenario may occur regardless, however, I would ask the local businesses to police their own tenants and patrons.

In speaking with Tori, she has been in communication with the businesses in the area where the bike hitches would be installed and the businesses are in favor of them. Specific locations have not yet been determined, but the exact locations will be finalized after the hitches have been delivered.

I have included a document further describing the bike hitches. If you have any questions, please don't hesitate to contact me.

Thank you.

# BIKE HITCH



## Secure Bike Parking

The Bike Hitch uses thick tube construction and a full radius bend of the ring, making it extremely difficult to cut with a pipe cutter. This popular bike rack has street appeal, a slim silhouette, and accommodates all bike locks.



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# BIKE HITCH

## YOUR LOGO HERE

Customize the Bike Hitch and brand your bike parking



## FINISH OPTIONS

Galvanized



Stainless



PVC Dip



Powder Coat

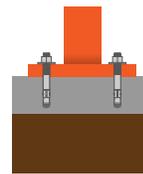


Thermoplastic

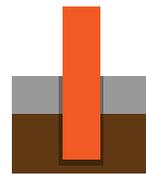


## MOUNT OPTIONS

Surface

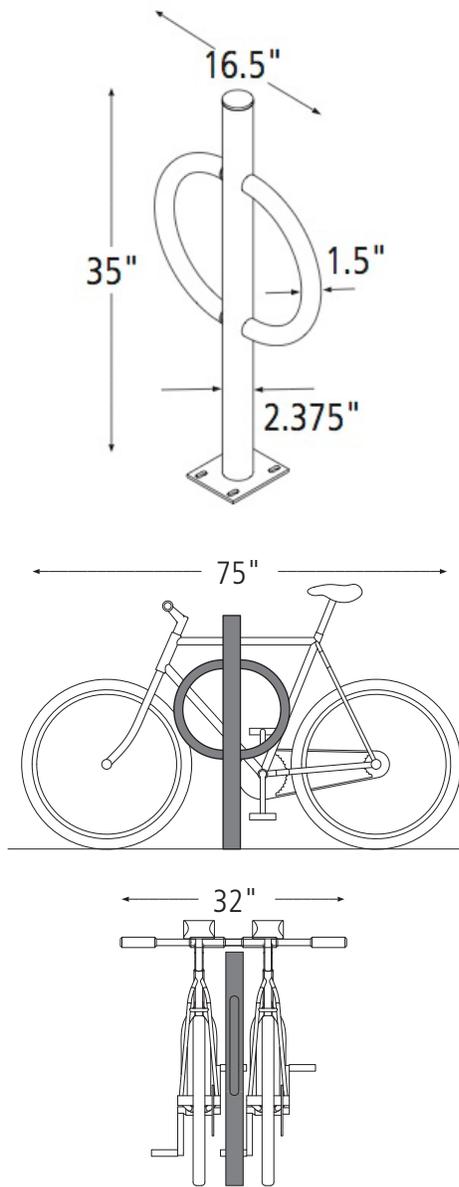


In-Ground



# BIKE HITCH

## Submittal Sheet

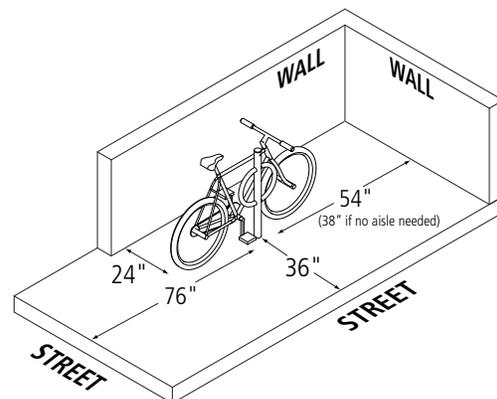


**CAPACITY** 2 Bikes

**MATERIALS** Centerbeam: 2" schedule 40 pipe (2.375" OD)  
Ring: 1.5" OD 11 gauge tube

- FINISHES**
- Galvanized**  
An after fabrication hot dipped galvanized finish is our standard option.
  - Powder Coat**  
Our powder coat finish assures a high level of adhesion and durability by following these steps:  
1. Sandblast  
2. Epoxy primer electrostatically applied  
3. Final thick TGIC polyester powder coat
  - Thermoplastic**  
In addition to an increased thickness (8-10mils), the thermoplastic finish covers a galvanized layer and offers superior impact resistance over powder coating.
  - PVC Dip (plastisol)**  
Other colors available by special order (minimum orders apply)
  - Stainless**  
Stainless Steel: 304 grade stainless steel material finished in either a high polished shine or a satin finish.
  - In-ground**  
In ground mount is embedded into concrete base. Specify in ground mount for this option.
  - Surface**  
Foot Mount has a 5"x6"x.25" foot with four anchors per foot. Specify foot mount for this option.

**SETBACKS**



## BIKE HITCH

# Installation Instructions – Surface Mount

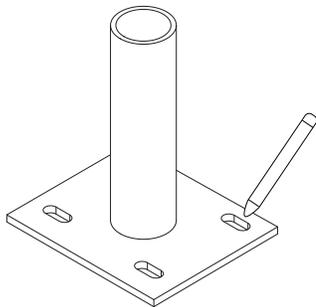
### TOOLS NEEDED

Tape Measure  
Marker or Pencil  
Masonry Drill Bit  
Drill (Hammer drill recommended)  
Hammer  
Wrench 9/16"  
Level  
Washers (for leveling if necessary)

### RECOMMENDED BASE MATERIAL

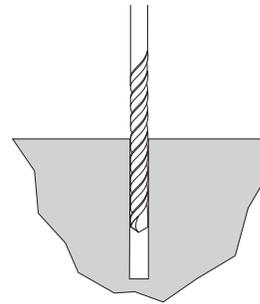
Solid concrete is the best base material for installation. To ensure the proper anchors are shipped with your rack, ask your Dero Rack representative which anchor is appropriate for your application. Be sure nothing is underneath the base material that could be damaged by drilling.

**1**



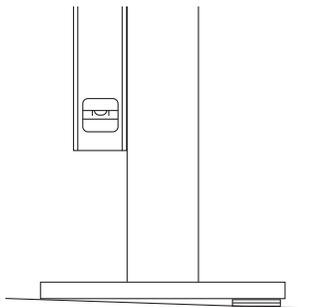
Place the rack in the desired location. Use a marker or pencil to outline the holes of the flange onto the base material.

**2**



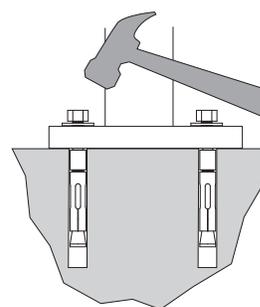
Drill the holes in accordance with the specifications shipped with the anchors. Make sure the holes are at least 3" away from any cracks in the base material.

**3**



Use washers to level rack if necessary.

**4**



Tap in anchors and follow your specific anchor instructions provided with the rack.



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# BIKE HITCH

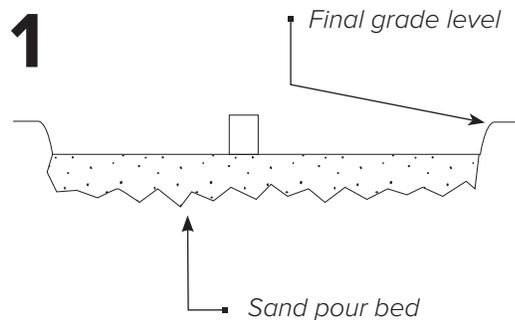
## Installation Instructions – In Ground Mount

### TOOLS NEEDED

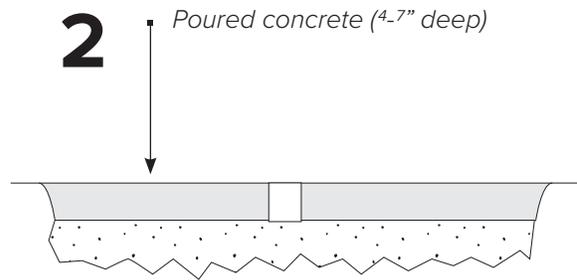
Level  
Cement mixing tub  
Shovel  
Trowel  
Hole coring machine with 4" bit  
Access to water hose  
Materials to build brace (see "Install Tip" at bottom of page)

### RECOMMENDED BASE MATERIAL

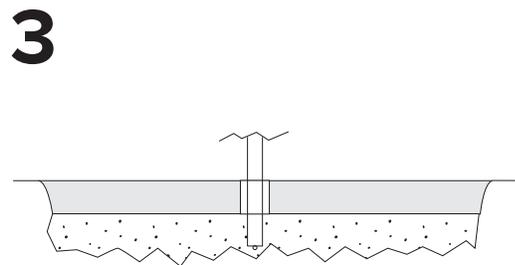
Solid concrete is the best base material for installation. To ensure the proper anchors are shipped with your rack, ask your Dero Rack representative which anchor is appropriate for your application. Be sure nothing is underneath the base material that could be damaged by drilling.



Place corrosion resistant sleeve (min. 3" inside diameter) in sand pour bed in exact location where rack will be installed. Make sure top of sleeve is at same level as desired finished concrete surface. Fill sleeve with sand to keep it in place and prevent it from filling with concrete.



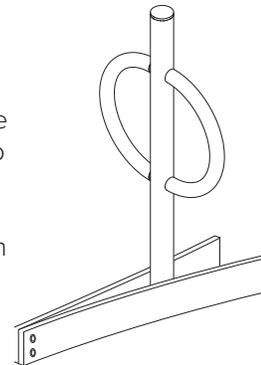
Pour concrete and allow to cure.



After appropriate cure time, dig out sand from sleeves and insert racks, making sure they are level and at the appropriate height. Pour in Por-Rok or epoxy grout and allow to set.

### INSTALL TIP

An easy way to brace the Bike Hitch while the grout sets is to bolt two 1x4" boards together at one end and clamp them onto the legs of the Bike Hitch like a clothes pin.



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July 7<sup>th</sup>, 2015

To: Board of Public Works

From: Scott Schatschneider, Director of Public Works

Re: Consideration of design contract for the Coye Drive intersection improvements and the Heffron Street extension

At last month's Board of Public Works Meeting a presentation was given describing the background and projected costs of the potential improvements.

Since the last meeting, City staff sent letters and drawings to adjacent property owners explaining the proposed projects. In the packet I have included correspondence I have received from property owners with their perspective of the proposed improvements.

Thank you.

## DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement (“Agreement”) effective this June 16, 2015, is by and between City of Stevens Point, a municipality in the State of Wisconsin, (“Client”), and AECOM Technical Services, Inc., a California corporation, (“AECOM”); each also referred to individually as (“Party”) and collectively as (“Parties”).

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

### 1. SCOPE OF SERVICES

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

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

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

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

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

**TO CLIENT:**

City of Stevens Point  
1515 Strongs Avenue  
Stevens Point, Wisconsin

Attn: Scott Schatschneider, P.E., Director of Public Works

**TO AECOM:**

200 Indiana Avenue  
Stevens Point, Wisconsin

Attn: Bruce Gerland, P.E., Project Manager

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

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

## 5. AECOM'S RESPONSIBILITIES

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

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

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

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

5.5 AECOM shall bear no responsibility for the construction work to be performed ("Work"), including without limitation, (i) the construction means, methods, techniques, sequences, or procedures; (ii) the direction of construction personnel; (iii) selection of construction equipment; (iv) the allocation of space where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Owner's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Construction Team").

5.6 AECOM shall not be responsible for construction observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Owner and, where appropriate, may bring such observations to the attention of the Construction Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.

5.7 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Construction Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Construction Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.8 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

## **6. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

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

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## 9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

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

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. RECORD DRAWINGS** Owner shall direct the Construction Team to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Owner as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Construction Team and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

## 11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Owner. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files,

after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Owner understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to the Project and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Owner acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

## **12. CERTIFICATION**

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Owner agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

**13. CHANGED SITE CONDITIONS** - The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions materially impact the cost, level of effort or schedule of the Services, an equitable adjustment shall be made to the Services.

**14. MATERIALS AND SAMPLES** - Any items, substances, materials or samples removed from the site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Owner recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

**15. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**16. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other

events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

## **17. INSURANCE**

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **18. INDEMNITY**

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Contractors are required to provide to Client relating to their work.

**19. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES, SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

## **21. DISPUTES RESOLUTION**

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

21.3 Owner shall make no Claim for professional negligence, either directly or in a third-party claim, against AECOM unless Owner has first provided AECOM with a written certification executed by an independent design professional currently practicing in the same discipline as the Services and licensed in the state in which the Project is located. This certification shall (i) contain the name and license number of the certifier; (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care set forth in Article 5; and (iii) states in detail the basis for the certifier's opinion that each such alleged act or omission constitutes a violation of Article 5 of this Agreement.

**22. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

### **23. TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

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

### **24. ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

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

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

**27. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certifications), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19

(Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Survival) shall survive termination of this Agreement.

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

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

**30. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 31
<b>Consulting Services Agreement</b>	Articles 1 through 30 and 32
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**31. SPECIAL TERMS AND CONDITIONS**

None

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

**AECOM Technical Services, Inc.**

**CLIENT: City of Stevens Point**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David R. Hansen, P.E.  
Printed Name

\_\_\_\_\_  
Scott Schatschneider, P.E.  
Printed Name

\_\_\_\_\_  
Vice President  
Printed Title

\_\_\_\_\_  
Director of Public Works  
Printed Title

Address  
200 Indiana Avenue  
Stevens Point, Wisconsin 54481

Address  
1515 Strongs Avenue  
Stevens Point, Wisconsin

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## EXHIBIT A

### SERVICES

Services:

Project Description

Proposed construction of the Hoover Road grade separation will close the intersection of Hoover Road and Joerns Drive. This will leave Coye Drive as the only access into the industrial park located east of Hoover Road and south of the CN railroad tracks. To determine the impacts of the Joerns Drive intersection closure on the Coye Drive intersection, the Client retained AECOM to complete an Intersection Control Evaluation (ICE) for the Hoover Road & Coye Drive intersection. As part of the ICE, the extension of Heffron Street east of Hoover Road was analyzed as an alternate access to the industrial park.

The ICE recommended the following improvements to the Coye Drive Intersection:

- Align a new west leg of the intersection with the east leg and extend west to a cul de sac
- Add an exclusive westbound left turn lane with a shared through-right lane on the east leg of Coye Drive
- Reduce the number of commercial access points within the functional area of the intersection
- Add an exclusive northbound right turn lane and an exclusive northbound left turn lane on Hoover

The ICE recommended the following improvements to the Heffron Street Intersection:

- Move a commercial access point south of Heffron Street to align opposite of Howard Avenue
- Construct an eastern extension of Heffron Street from Hoover Road to Krembs Avenue
- Add a southbound exclusive left turn lane on Hoover Road

Construction of these intersection improvements in 2016 prior to construction of the Hoover Road grade separation and closure of the Joerns Drive intersection will improve the roadway network within the industrial park. The proposed improvements will be staged, constructing and opening the extension of Heffron Street prior to initiating the work at the intersection of Coye Drive. This will allow two intersections into the industrial park to be open at all times.

Scope of Services

1. Assign a project manager who will coordinate project activities and be the principal liaison between the Client and AECOM.
2. Administer a kickoff meeting with representatives of the Client to discuss project goals, concepts and approach.
3. Contact and coordinate with all affected local and state agencies, and private and public utilities, and supply them with necessary information concerning the project, including exhibits, to enable them to discharge their responsibilities within their jurisdiction. We anticipate coordination will be required with the following:
  - a. Client
  - b. Stevens Point Water and Sewer Department
  - c. WDNR
  - d. Wisconsin Public Service Corporation
  - e. Ameritech
  - f. Charter Communications

4. Complete a topographic survey of the improvements recommended in the ICE along with base mapping illustrating the results of field survey. The base mapping will be completed at a scale of 1-inch equals 20 feet horizontal and 1-inch equals 2 feet vertical.
5. Layout existing right of way and property lines based on land use records including right of way plats and certified surveys.
6. Cogo coordinates for the existing right of way and property corners along the project.
7. Prepare a preliminary design of the project and an opinion of probable construction cost for review and approval by the Client. The preliminary design will include improvements at the Hoover Road/Coye Drive intersection, the west extension of Coye Drive, the east extension of Heffron Street and improvements at the Hoover Road/Heffron Street intersection. Preliminary plans will include the following:
  - a. Title sheet and typical sections
  - b. Horizontal geometric layout
  - c. Preliminary plan and profile sheets
  - d. Preliminary cross sections
8. Identify permanent right of way and temporary limited easement needs based on the preliminary design.
9. Prepare an opinion of probable construction cost based on the preliminary design.
10. Meet with Client to review preliminary design.
11. Develop a traditional right of way plat with two separate segments (Coye segment and Heffron segment). Prepare legal descriptions and a relocation order.
  - a. Provide temporary staking of the proposed property acquisition and temporary limited easements.
  - b. Permanently monument the final acquisition.
12. Prepare final design drawings for the approved preliminary design. The construction drawings will include the following:
  - a. Title sheet
  - b. Typical section sheet
  - c. Construction details
  - d. Erosion control
  - e. Pavement marking and signing
  - f. Traffic control
  - g. Plan and profile sheets
  - h. Cross sections with distance and elevation information
13. Prepare technical specifications and contract documents for the approved preliminary design.
14. Prepare an opinion of probable construction cost based on the final design.
15. Meet with the Client to review and approve the final construction drawings and specifications.
16. Contact and coordinate with utilities to request development of work plans to complete adjustments and relocations of their facilities. AECOM will review the work plans to verify that relocations and utility adjustments meet the project schedule and completion dates.

17. Prepare an invitation to bid and coordinate publishing of this document through the Client. The project will be bid using QUESTCDN. com. AECOM will attend the bid opening, review bids received, and prepare a bid tabulation and recommendation of award letter

This agreement is subject to the following assumptions/conditions:

1. Only the specific Services identified under Scope of Services are included in this Agreement. If other services are required, AECOM will provide the additional services to the Client after receiving written authorization from Client to modify the compensation and Scope of Services in this Agreement.
2. Contract documents will be based on the 2007 EJCDC General Conditions for Construction Contracts.
3. The Client will provide input on construction contract requirements as requested by AECOM, including insurance requirements and any special contract provisions.
4. The project will be funded by the Client. The design documents shall meet minimum requirements to receive competitive bids and guide the construction work.
5. Pavement structure design to match existing Hoover Road and existing Coye Drive pavement and gravel thicknesses. Soil borings are not required and a pavement design will not be prepared.
6. A traditional right of way plat will be used for land acquisition. Client will obtain and pay for necessary title searches.
7. Client will acquire necessary right of way and easements for construction of the project.
8. Intersection construction will be staged so only one intersection is constructed at a time.
9. No additional streetlights will need to be added to the streetlighting system. All streetlighting wire and cable will remain the same size as the existing. No streetlight design is required.
10. Roadway ditching and culverts will be designed to accommodate a 10-year storm event in the immediate vicinity of the project. Analysis of extensive drainage areas beyond the limits of this project is not required.

**Additional Services**

Other additional Services which may be requested or required at additional costs include:

1. Construction administration, staking and observation.

Schedule:

Kickoff meeting – July 2015
Preliminary Design – August – November 2015
Final Design – December 2015 – February 2016
Bidding – March 2016

Deliverables:

Preliminary Plans – November 2015
Final Plans and Contract Documents – February 2016

AECOM Project Manager

Name	Bruce Gerland, P.E.
Title	Project Manager
Phone Number	(715) 342-3010
Email Address	<a href="mailto:bruce.gerland@aecom.com">bruce.gerland@aecom.com</a>

Client Project Manager

Name	Scott Schatschneider, P.E.
Title	Director of Public Works
Phone Number	(715) 346-1650
Email Address	<a href="mailto:SSchatschneider@stevenspoint.com">SSchatschneider@stevenspoint.com</a>

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**EXHIBIT B**

**COMPENSATION AND PAYMENT**

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

Time and Materials with a Not-to-Exceed (“NTE”) amount of \$97,550. Reimbursable expenses are included in the overall NTE cap.

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

Intentionally Omitted	\$
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**2.2 OTHER HOURLY LABOR RATES** If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

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

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

**5. DELAY** To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired, then an equitable adjustment shall be made to this Agreement.

**6. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client’s objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

**7. PAYMENT**

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

**7.2** Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM’s invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

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

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

7.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

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

7.6.1 AECOM LOCKBOX:

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

7.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

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

7.6.3 WIRE TRANSFER:

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

7.6.4 Questions related to payment can be sent to:

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

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AECOM Project Name: Hoover Road/Coye and Hoover Road/Heffron Intersection Improvements  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

## EXHIBIT C

### CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated *Insert the effective date of the Agreement*, 20\_\_ between City of Stevens Point, Wisconsin ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**

**2. Change to Deliverables:**

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

**4. Change in Consultant's Compensation:**

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

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

Therefore, the total authorized Compensation, inclusive of the Change Order is \$ *Numerical Amount*.

**5. Project Impact:**

**6. Other Changes** (including terms and conditions):

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT: City of Stevens Point**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
David R. Hansen, P.E.  
Printed Name

\_\_\_\_\_  
Scott Schatschneider, P.E.  
Printed Name

\_\_\_\_\_  
Vice President  
Printed Title

\_\_\_\_\_  
Director of Public Works  
Printed Title

Address  
200 Indiana Avenue  
Stevens Point, Wisconsin 54481

Address  
1515 Strongs Avenue  
Stevens Point, Wisconsin

[End of Agreement]

June 29, 2015

Scott Schatschneider  
Director of Public Works  
City of Stevens Point  
1515 Strongs Ave.  
Stevens Point, WI 54481

Dear Scott,

Thanks for taking my call last Friday. I am writing today to follow-up our conversation on Friday. I am the owner of Maher Investments, LLC which owns 2901 Hoover Road, Stevens Point, WI (Maher Water Corporation is my tenant). I have several concerns about the affect this project will have on this location. I also have several comments some of the other plans for this area.

Assess to 2901 Hoover Road:

When this building was built in July 1990, it had a 40' setback from the two lane road and there was flooding on the SE corner of Hoover and Coye. There is still flooding on the NE corner of Hoover and Coye) When the road was made into a four lane with median strip, the 2901 Hoover setback was reduced to 25'. Under the Hoover Road curbside, large sewer pipes were buried to serve as a catch basin for rain water via a drain that is located on the SE corner of Hoover and Coye. If a right turn lane is added, the 2901 Hoover Road set back will be only 15', and it has been proposed to close the Hoover Road access point. This is unacceptable because we need to get about 12 semi loads of supplies and inventory in each month. We normally direct the semi's to come from the South, turning into our Hoover Road access and to turn North using the Coye Drive access in order to back into the dock on the North Side (East end) of the building. Occasionally a semi tries to unload by backing from Coye Drive into the Coye Drive access while blocking traffic. This is what will happen every time a semi needs to unload at our dock if the Hoover Road access is lost.

Also, I am not certain the catch basin is buried deep enough to support the proposed turn lane on Hoover Road. When the building was built in 1990, there was no median strip and semi trucks and our trucks traveling South on Hoover could turn left into the Hoover Road access to 2901 Hoover Road. When the road was expanded to four lanes with a median strip, the median strip covered the southern half of the Hoover Road access. I questioned this and was told we could still turn into the Hoover Road access from the South bound lane of Hoover Road. The proposed median strip extends further North than the current one, blocking any access from the North. We frequently turn onto Coye Drive to enter our parking lot from that side now, so this median has to stop where it is or even stop ten feet South of where it does now so we can turn left into the Hoover Road access from the South bound lane.

It has been proposed that our Coye Drive access be moved further East or eliminated in order to share an access with 4917 Coye Drive. This is unacceptable either with or without access from Hoover Road as it would be almost impossible to get a semi into our dock. In addition we have drive up traffic for salt, bottled water and water testing. It would be very hard for customers and prospects to find our front door with no access except through the neighbor's (DMK) parking lot.

No Signal lights at Hoover and Coye. What are you thinking? We have witnessed so many accidents here over the years and it becomes a real bottle neck when traffic is heavy on Hoover Road and employees (of Delta Dental, Donaldson Co., Skyward et al) are trying to turn left or right on Hoover. Traffic lights will allow several cars to make a turn during these busy times. The survey apparently didn't show this problem. How does Land's End/Clem's Drive justify having traffic lights? They see a fraction of the traffic we do here.

Joerns Drive closed? I realize the overpass for cars will be built on the East side of the current Hoover Road path, but I always thought the plan was to bring it out at to the Industrial Park Road intersection via a frontage road parallel to Hoover. We received a new drawing today with this penciled in. If you do this you preserve two entrances to the Industrial Park as well as save the expense and pain of securing right of way for an extension of Heffron Street.

What is the need for a Coye Drive extension West of Hoover Road? This seems unnecessary as I can't imagine what the problem is here.

I hope this is helpful to you and makes clear the problems that the proposed plan would cause for my property. I hope some of the things I envisioned for the area when the day came for an overpass for the railroad.

Sincerely,

William P. Maher  
Maher Water Investments  
2901 Hoover Road  
Stevens Point, WI 54481  
Cell: 715-340-9779  
e-mail: [bill@maherwater.com](mailto:bill@maherwater.com)

CC: OTHERS

## Scott Schatschneider

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**From:** JUDY BORSKI <judithb@charter.net>  
**Sent:** Tuesday, June 30, 2015 9:50 PM  
**To:** Scott Schatschneider  
**Subject:** Heffron St Extending East

Dear Mr. Schatschneider,

My wife and I are totally against the new Heffron St extending to the east. We live next to the Central Center Credit Union. We have two busy streets already around our house and don't need another one. There's too much traffic now in our residential neighborhood and we need our backyard privacy for our family to enjoy. Please find a different route in a business district. Thank you for your consideration.

Kevin Borski  
3215 Hoover Rd.  
Stevens Point  
715-341-0249



2900 Hoover Road, Suite A  
Stevens Point,  
Wisconsin 54481-5678

**FIRST LAW GROUP<sup>sc</sup>**  
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E-mail [buzza@firstlawgroup.com](mailto:buzza@firstlawgroup.com)

E. John Buzza  
Attorney at Law

Ellen Hardin  
Legal Assistant

June 24, 2015

RECEIVED JUN 25 2015

Scott Schatschneider  
Director of Public Works  
c/o City of Stevens Point  
1515 Strongs Avenue  
Stevens Point WI 54481

### **Coye Drive Intersection Improvements**

Dear Scott:

Yesterday, I received your letter dated June 12, 2015, regarding the above. The First Law Group property situated in the southwest quadrant of the Coye Drive/Hoover Avenue intersection is owned by FLG East, LLC, of which I am a managing member.

The Proposed Coye Drive Improvements Map (the "Map") provided with your correspondence indicates a proposed extension of Coye Drive west of Hoover Avenue to a cul de sac on the Herrschner's property.

In March, 2015, FLG East split its property into two lots by Certified Survey Map 10630-48-60, recorded as Doc. No. 804616. Lot 1 is leased to First Law Group S.C. and Lot 2 is currently listed for sale with First Weber Realtors. A Cross Access Easement permitting users of Lot 2 an ingress/egress drive along the eastern portion of Lot 1 was recorded on April 10, 2015, as Doc. No. 805326, to provide the buyer of Lot 2 with the ability to move vehicles from Lot 2 onto Hoover Avenue and proceed North (and vehicles driving on from the south to access Lot 2), as there is no median curb cut allowing such bi-directional access to Lot 2.

This proposed extension of Coye Drive raises a number of issues and concerns, including:

1. The current Herrschner's south driveway to Hoover Road is located partially on FLG East property; Herrschner's was provided an easement for such driveway from FLG East in 1997.
2. There is an east/west utility line easement in the area of the proposed Coye Drive Extension (see recorded document at Doc. No. 524871).
3. The concrete refuse container enclosure situated in the northwest corner of Lot 1 of the FLG East property will have to be relocated and reconstructed as a result of the Coye Drive Extension.

Scott Schatschneider  
Director of Public Works  
June 24, 2015  
Page 2

4. The Coye Drive Extension will apparently cause the loss of 11 motor vehicle parking stalls on the north side of the First Law Group building.
5. As a result of the pending sale of Lot 2 of the FLG East property, it will not be possible to construct new parking stalls on the south side of the First Law Group building.
6. The traffic convergence of Herrschner's vehicles (vendor trucks, employees and customers) with the First Law Group vehicles (employees and customers) and with the future Lot 2 Development vehicles into a single drive will likely present ingress/egress problems and delays (It was reported that no traffic control lights will be installed at the reconstructed Coye Drive intersection until sometime in the future).
7. The location of a curb cut from Lot 1 to the Coye Drive Extension needs careful consideration to prevent traffic issues with Herrschner's vehicles.
8. The location of the westerly cul de sac of the Coye Drive Extension needs further consideration.
9. The likely costs to FLG East in the loss of land and parking and the reconstruction of refuse enclosure and paved drives and parking areas will likely approximate a cost in excess of \$80,000.

We are sharing these concerns with you to bring to the attention of the Public Works Committee in their considerations of this intersection re-construction. We would like to work with the City to develop a plan that will best suit our property and adjacent property owners.

Please feel free to contact me for further discussion.

Sincerely,

**FLG EAST, LLC**

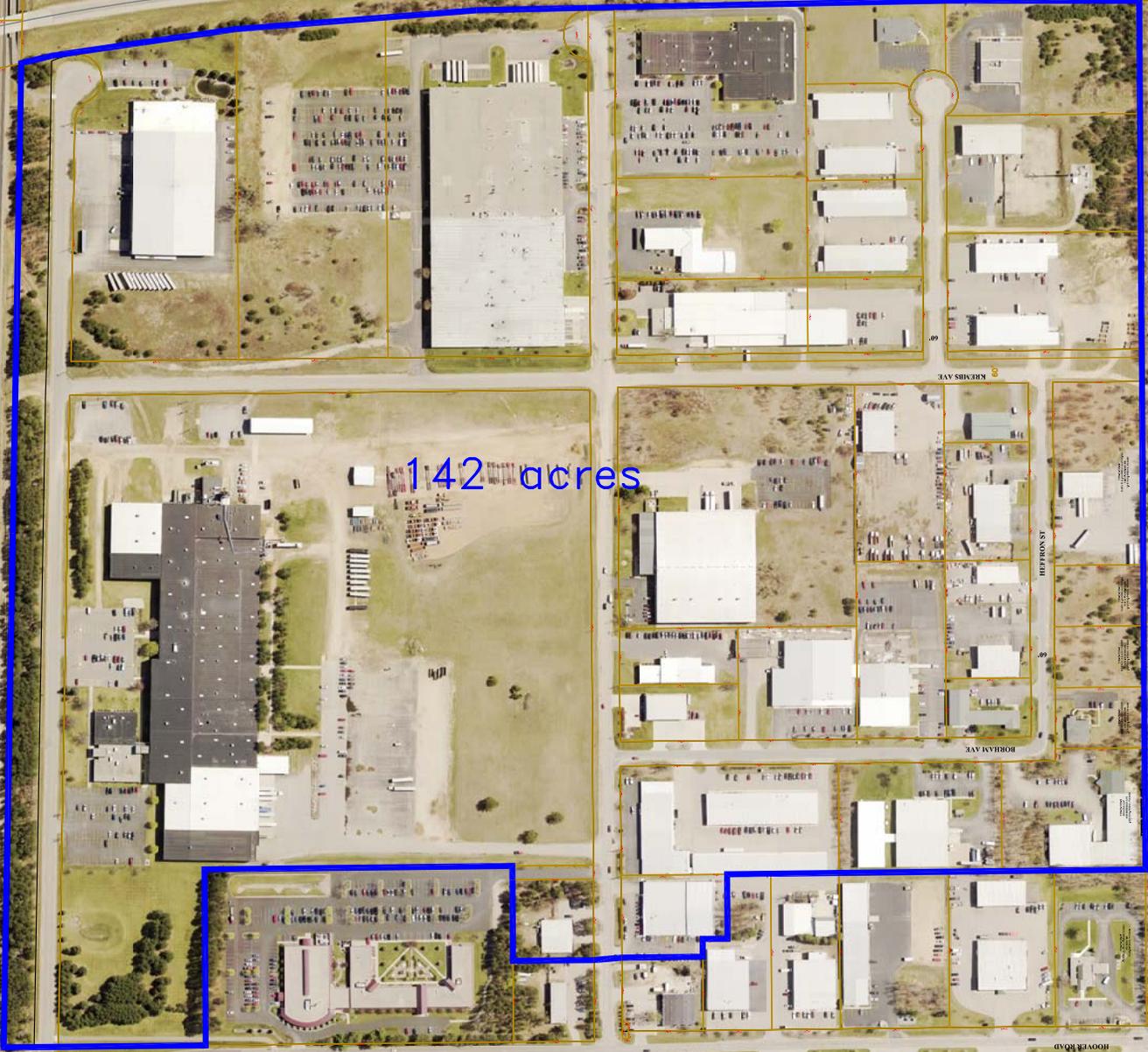


E. John Buzza

EJB:ej  
Enclosures



INTERSTATE  
39



142 acres

KEMPIS AVE

HEPSON ST

BORLINA AVE

HOOVER ROAD

HOWARD ST

42

05