

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between WiRED Riverside North LLC ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective August 14, 2018, this Supplemental Letter Agreement dated August 14, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2018 Riverside North Master Development Planning-Engineering & Urban Planning Services**

Client's Authorized Representative: Blair Williams, President
Address: 735 N. Water Street Suite 1228
Milwaukee, WI
Telephone: 414.375.0244 email: blair@wiredproperties.com

Project Manager: Randy Sanford, PE
Address: 329 Jay Street
La Crosse, WI 54601
Telephone: 608.518.3679 email: rsanford@sehinc.com

Scope: The Basic Services to be provided by Consultant:

SEH is pleased to be considered your trusted master development A&E firm to provide professional services for the Riverside North Master Development Planning work. It is our understanding that SEH will be led by a multidiscipline team of individuals from WiRED Properties, Rinka | Chung, and the City of La Crosse. This team has requested our engineering planning services in order to complete a complex Master Development Plan that will be consistent with the guiding principles of the previously approved Riverside North Charrette Master Plan Report from 2014.

We have met multiple times over the last 12 months to discuss the planning level details of the new 2018 Riverside North Master Development Plan and our scope of services can be found in the below tasks:

Engineering Planning Services

1. Civil Engineering Planning

- a. Project management and meeting attendance
 - i. Coordination with design team, developer team, City of La Crosse, Utilities
 - ii. Attend up to 6 project stakeholder meetings with planning team
 - iii. Attend monthly progress meetings with - WiRED Riverside North LLC
- b. Create an existing base map based on the most current LIDAR and underground utilities from the City's existing GIS and underground utility information (topographic survey will be completed in a later phase and is not included in this planning phase); base map will include:
 - i. Existing Water, sanitary sewer, lift stations, force mains, and storm sewer
 - ii. Existing emergency flood control pump station locations
- c. Overview and review of proposed concepts for preliminary geometrics and future storm water management plan.
 - i. Provide a one page storm water master plan conceptual layout (final storm water master plan report to be prepared separately not part of this proposal)
- d. Review FAA and La Crosse County Regional Airport zoning restrictions in conjunction with the Architectural building height limitations.
- e. Using the final proposed conceptual layouts provided to our team will compile all disciplines preliminary layout cost estimates to provide a preliminary construction cost estimate of public infrastructure improvements and private lot grading estimates.
- f. Geotechnical soil boring location review and location recommendations.

Subtotal \$ 23,000

2. Transportation Engineering Planning

- a. Transportation-Multimodal Master Planning

- i. Review and build upon the existing charrette documents that include overview of other existing facilities throughout the City.
- ii. Prepare one internal technical memo that includes discussion of the proposed multimodal typical sections, controls, facilities that would interact consistently with the city's bike and pedestrian plans to complement the developer's master plan.
- b. Planning level considerations of additional bridges or linkages across the Lacrosse River (limitations or opportunities);
 - i. Up to two horizontal geometric layouts with a technical memo describing additional facilities across the La Crosse River. High level bridge concepts and cost implications will be evaluated and one concept display and one cross sectional layout will be provided

Subtotal \$5,500

3. Environmental Engineering

- a. Remediation: There are several areas of known historical contamination that have already received case closure from the WDNR. However residual contamination was left in place and will need to be considered for development:
 - i. Consultation and Coordination
 - 1. Attend up to three design meetings and provide input regarding residual contamination during design discussions.
 - 2. Prepare/package data or create maps to assist designer understanding of the conditions in the field.
 - 3. Assist with assessing costs/benefits of proposed actions.

Subtotal \$4,000

4. Shoreline/River Bank Review: The existing master plan appears to include some shoreline stabilization/improvements and installation of a pier. Any future alteration or construction below the ordinary high water mark will require a Chapter 30 permit from the WDNR.

- a. An ordinary high water mark designation and discussion with WDNR will be facilitated prior to permitting to establish mutual understanding with agency coordination.

Subtotal \$1,300

5. Endangered Species: Future storm water permitting process will automatically trigger an endangered resources review (ER) from the WDNR.

- a. It is advisable to either conduct an in-house review (not included with this proposal) or request a review from the WDNR as soon as practical.
- b. Review the results of the ER and establish mitigation measures and/or best management practices, if necessary and summarize in a Technical Memo
- c. If we wait for the WDNR to conduct the ER as part of the storm water permitting process, we could be caught off guard by a surprise if this is not coordinated at the beginning of the planning document. Additional surveys or reports may be required upon this initial review and are not part of this proposal.

Subtotal \$1,800

6. Cultural and Historical Resources Review: The storm water permitting process will also trigger a cultural resources review.

- a. It is advisable to complete this review ahead of time in order to be proactive. This is an advisory report without mitigation if any are found. SEH will be subcontracting this out to Mississippi Valley Archaeology Center to conduct a review.

Note: The War Eagle is a known historical site located underwater near the shore on the project site. Because it is thought that several bodies were not recovered after the incident, the site is considered a burial location and is subject to strict rules regarding disturbance. Also, given that this site is located at the confluence of three rivers it may constitute an increased risk of encountering cultural resources.

Subtotal \$1,600

7. Urban Planning

Establish and implement an agreed upon framework for integrating sustainable design principles and water front planning principals into the final concept development planning process.

- a. Stakeholders Interview Process Collaboration and Team monthly progress meetings (6 meetings)
- b. Sustainability Review.
 - 1. Inventory existing municipal goals, policies, and plans as they relate to development of the site

2. Cross reference results of step no. 1 with LEED ND and ENVISION rating systems credit categories
3. Facilitate pros/cons discussion of alternative ratings systems to guide preparation of final development plan
4. Establish clear goals for final development plan and clear commitment from City and Development Team
5. Choose a rating system and desired level of achievement to achieve overall site development goals
6. Use rating system or alternative sustainability framework to guide pre development planning & design

Subtotal \$4,800

8. Water Front Planning Along Black River

- a. Stakeholders interview process collaboration (2 meetings)
- b. Supplement architectural planning document with public and private water front planning use to include a preferred dock alternative, war eagle documenting as a public attraction, and boat tie off/beach landing to access the private development.
 1. Complete preliminary design and cost estimate for preferred alternative
 2. Validate Riverside North Charrette Master Plan's environmental framework and confirm development footprint
 3. Informational meeting with water way regulatory agencies regarding specific funding opportunities.
 4. Validate/revisit regulatory framework and permitting requirements

Subtotal \$8,500

9. Floodplain Analysis: The entire site is mapped within the 100 year floodplain, however the City has been bringing in fill to bring the site to within two feet above base 100yr flood elevation. The City has been in communication with FEMA regarding this matter however they have had no plans to complete a LOMA (Letter Of Map Amendment). We also understand that the southern 1/3 of the site is within a floodway.

- a. Meet with City officials to assess the status of the filling operation and request information regarding the City's interaction with regulators regarding the filling activity.
- b. Once preliminary plans for the area have been classified as flood plain or floodway, we will compare them against the City's floodplain zoning ordinance to assess whether additional permits will be required.
- c. Upon completion of the topographic survey a LOMA application with the required certified survey documentation upon completion of the survey. (This process does not include any HEC-RAS modeling for filling within the floodway mapping)

Subtotal \$5,000

Schedule: It is anticipated that the entire Master Development Planning work will be started in mid-August 2018 and be finalized within 3 months. All of the above tasks will be coordinated and completed with the team's actual schedule.

Payment: The estimated fee is subject to a not-to-exceed amount of \$55,500 including expenses and equipment. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2. Additional work, if required, not included above shall be approved prior to any additional work being completed. A new supplemental letter agreement will be provided for the additional services.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

None

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Short Elliott Hendrickson Inc.

WiRED Riverside North LLC

By: _____

By: _____

Randy Sanford

Blair Williams

Title: Principal | Client Service Manager

Title: President

Exhibit A-2
to Supplemental Letter Agreement
Between WiRED River Side North, LLC (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated August 14, 2018

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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