

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 June 11, 2018, this Supplemental Letter Agreement dated June 11, 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- Urban and Waterfront 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 services all of your need for the Riverside North Master Development Planning work. It is our understanding that SEH will be led by multidiscipline team of individuals from WiRED Properties, Rinka | Chung, and the City of La Crosse. This team has requested our urban and waterfront 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:

Urban and Waterfront Panning Services

1. 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

2. 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

3. Water Front Planning Along Public Spaces adjacent to the La Crosse River

- a. Public meetings (2 meetings)
- b. Supplement architectural planning document with public water front visioning use to include kayak/non-motorized access locations, environmental species scenic access, walking trail system with interactive monuments, water to land educational opportunities for public spaces, green space interaction with Riverside North Development.
 - 1. Complete preliminary design and cost estimate for visioning
 - 2. Validate Riverside North Charrette Master Plan’s environmental framework and confirm development footprint
 - 3. Validate/revisit regulatory framework and permitting requirements
- c. Provide grant and funding memo with an implementation schedule

Subtotal \$18,000

Schedule: It is anticipated that the entire Master Development Planning work will be started in June 2018 and be finalized within 6 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 \$31,300 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1. 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: _____
Randy Sanford
Title: Principal | Client Service Manager

By: _____
Blair Williams
Title: President

Exhibit A-1
to Supplemental Letter Agreement
Between WiRED Riverside North LLC (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated June 11, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. 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.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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