

## 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-Engineering 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. Survey**

- a. Topographic survey of the entire area to be planned.
- b. Boundary survey of the City of La Crosse owned parcels and adjacent parcels.
  - i. Obtain La Crosse County documents from County Surveyor
  - ii. Title search of the existing River Side North Site and adjacent parcels (25).
- c. Preliminary Plat Concept Layout (geometric only) with annotated lots, out lots, right of way, easements, park space based on the final approved development planning document.

*Subtotal \$ 18,500*

#### **2. 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 to include existing topo, county LIDAR and underground utilities form topographic survey and boundary survey. Incorporate the City’s existing GIS underground utility information as a layer to include:
  - i. Water, sanitary sewer, lift stations, force mains, and storm sewer
  - ii. Emergency flood control pump station locations
- c. Two separate iterations of conceptual grading, excavating, borrow needs based on:
  - i. 2-foot above the 100 year flood plain

- ii. At 500 year flood plain
  - 1. All of the above iterations will have similar storm water management concepts, geometric layouts and be reported in a Technical Memo to the planning team with fill, borrow and cost estimates.
- d. Prepare one proposed concept layout for new street and utilities (final conceptual layout and cross sections will be provided by the architectural team):
  - i. Included with proposed concepts will be city standard street widths, right of way, set back requirements.
  - ii. Included with proposed concepts for gas, electric, fiber, communications, cellular etc.
  - iii. Included with proposed concepts for water, storm water, sanitary sewer, lift stations, force mains
- e. Overview and review of proposed concepts for future storm water management plan.
- f. One page storm water master plan conceptual layout (final storm water master plan report to be prepared separately not part of this proposal)
- g. Review FAA and La Crosse County Regional Airport zoning restrictions in conjunction with the Architectural building height limitations.
- h. Compile all discipline final preliminary layout cost estimates to provide a preliminary construction cost estimate of public infrastructure improvements.
- i. Geotechnical soil boring location review and location recommendations.

*Subtotal \$ 45,000*

### **3. Transportation Engineering Planning**

- a. Preliminary traffic impact review
  - i. Collect 16hr turning movement traffic counts on Copeland Avenue and Festival Foods and Causeway Blvd.(this work will be subcontracted to Gewalt Hamilton Associates).
  - ii. Upon final planning documents that include final land use planning provide:
    - 1. Future traffic (full build out) projections into and out of Riverside North
- b. City of La Crosse Engineering Department and WisDOT coordination and review of access onto Copeland Ave.
  - i. Two horizontal geometric alternatives based on traffic counts along Copeland Ave.
- c. Review of Intersection controls and provide opinion of existing intersection traffic light improvements and new traffic lighting improvements
- d. Transportation-Multimodal Master Planning
  - i. Review and build upon the existing charrette documents that include overview off other existing facilities throughout the City.
  - ii. Prepare one internal technical memo that includes discussion of multimodal typical sections, controls, facilities that would interact consistently with the city's bike and pedestrian plans to complement the developer's master plan.
- e. 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 \$19,500*

### **4. 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. Create a comprehensive site guide
    - 1. Conduct a comprehensive file review to gather all existing remediation data.
    - 2. Combine data and maps to create a comprehensive conceptual site model for the site as a whole.
    - 3. Review preliminary development plans and establish an overall approach for incorporating residual contamination considerations into the site design.
    - 4. Connect with WDNR to present our conceptual site model and request buy in from the department regarding proposed solutions and methods of incorporating residual contamination into the site design.

5. Summarize data, concepts, and WDNR input into a written report that will be used as a guide for planners and architects during the design phase.
- ii. 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 \$15,000*

**5. Wetland Delineation/Permitting** - Consultant will delineate wetlands within the approximately 71-acre property. Wetland delineation will follow procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual, the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, and 2015 Guidance for Submittal of Delineation Reports to the St. Paul District Corps of Engineers and the Wisconsin Department of Natural Resources. Delineated wetland boundaries will be flagged on the ground and recorded using a sub-meter accuracy GPS unit.

- a. Consultant will prepare the delineation report, which will be suitable for regulatory permit applications. The report will contain descriptions of the delineation methodology, results, and mapping. Data forms and representative photographs will be provided for each wetland delineated. Wetland delineations are valid for five (5) years.
  - i. Delineation report includes
    1. Research existing data including historical maps, aerial photos, and soil surveys.
    2. Conduct field survey to identify areas exhibiting wetland characteristics.
    3. Record data points using a survey-grade global positioning system.
    4. Mark the boundaries of identified wetlands with painted lathe or flags.
    5. Create an accurate map showing the location of identified wetlands.
    6. Combine all data, research, and maps into a comprehensive wetland delineation report.
  - b. If wetlands are identified in the project area or within 75 feet of the project area the WDNR will require concurrence. SEH will schedule this concurrence meeting.
    - i. WDNR conducts a site visit to verify the boundaries of the wetland as mapped.
  - c. Wetland permitting is not currently part of this scope of services. However should any type of permits be necessary SEH will provide a separate scope of services upon completion of this planning phase

*Subtotal \$8,000*

**6. 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. Complete 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*

**7. 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*

- 8. Endangered Species:** Future storm water permitting process will automatically trigger an endangered resources review (ER) from the WDNR.
- 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.
  - Review the results of the ER and establish mitigation measures and/or best management practices, if necessary and summarize in a Technical Memo
  - 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*

- 9. Cultural and Historical Resources Review:** The storm water permitting process will also trigger a cultural resources review.
- 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 \$4,500*

**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 \$118,600 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

\\seh\lx1\projects\ko\lacs\common\riverside north\2018 preliminary design scoping documents\2018 riverside north master development planning- engineering planning services\_suppl letter agreement.docx

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.

\\seh\1\projects\ko\lacs\common\riverside north\2018 preliminary design scoping documents\exhibit a1.docx