

14-1039



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September 2, 2014

City of La Crosse  
400 La Crosse Street  
La Crosse, WI 54601  
Attn: Amy Peterson

**SUBJECT:** Professional Environmental Services  
LIPCO Project 1319 St. Andrews Street

Dear Ms. Peterson:

Cedar Corporation is pleased to submit this proposal to provide professional consulting services to assist the City of La Crosse in the completion of an the contaminated rubble and soils required at the LIPCO site located at 1319 St. Andrew Street, in La Crosse, WI.

**PROJECT SCOPE:** The redevelopment of the 606 George Street property (aka 1319 St. Andrew Street) requires the implementation of a number of projects to encourage redevelopment that requires engineering and environmental services. Specifically the City of LA Crosse requires Cedar Corporation to provide services related to the removal of contaminated rubble from the west portion of the property.

**SCOPE OF SERVICES:** Cedar Corporation (hereinafter called "Cedar") proposes to render the following professional services.

1. Preparation and finalization of the remedial action plan
2. Oversee the Soil Excavation
3. Oversee the Soil Transportation and Disposal
4. Conduct Soil Confirmation Testing
5. Provide Health and Safety Site Monitoring
6. Prepare DNR Case Closeout Documentation

**CLIENT SUPPLIED INFORMATION:** the City of La Crosse will provide Cedar with the necessary information and access to the property to complete the work.

**PROJECT TIMELINE:** Cedar's services shall be performed as expeditiously as is consistent with the orderly progress of the Project. Cedar shall make every effort to complete the work within the time frame set by Stanley Oil Company.

**COMPENSATION:** The City of La Crosse agrees to pay Cedar an hourly time and materials fee for professional services not to exceed of \$ 24,580.00. Fees for subcontracted services under Cedar Corporation's control will be paid by Cedar Corporation and invoiced at no markup to the City of La

Crosse. Additional work not included in the Scope of Services will be invoiced on a time and material basis. Cedar will provide a written quote for any additional work upon request. Subcontracted services (soil probing and soil and water analyses) will be invoiced on a time and material basis. The estimated detail of costs per itemized scope of service can be presented as:

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|----|--|------------|
| 1. | Preparation and finalization of the remedial action plan     | \$6,100.00 |
| 2. | Oversee the Soil Excavation                                  | \$3,500.00 |
| 3. | Oversee the Soil Transportation and Disposal                 | \$4,000.00 |
| 4. | Conduct Soil Confirmation Testing (includes Laboratory fees) | \$4,880.00 |
| 5. | Provide Health and Safety Site Monitoring                    | \$3,050.00 |
| 6. | Prepare DNR Case Closeout Documentation (includes DNR fees)  | \$3,050.00 |

If the project is suspended for more than 30 consecutive days, Cedar reserves the right to equitably adjust the compensation to provide for additional expenses incurred due to the interruption and resumption of Cedar's services.

**PAYMENT POLICY:** For services rendered, the City of La Crosse agrees to pay Cedar the amounts presented by Cedar to the City on a monthly basis. All invoices are due within 30 days of receipt. Invoices that are not paid within 30 days of receipt will accrue interest at the rate of 1.5% per month.

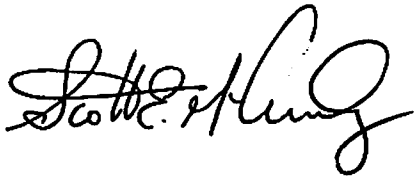
**AGREEMENT:** If these terms, as stated above, are understood and agreeable, please sign both copies of this proposal and return one to our office by either mail or fax. Cedar reserves the right to void this contract if not accepted within 30 days.

Sincerely,

Accepted this 12<sup>th</sup> day of NOVEMBER, 2014

CEDAR CORPORATION

CITY OF LA CROSSE



Scott E. McCurdy, P.G.  
Director of Environmental Group



Its: MAYOR

SEM



Teri Lehrke  
City Clerk