

Task Order 2018 [REDACTED]: Southpoint Commerce Park Expansion

In accordance with paragraph 1.01 of the **Master Agreement for Professional Services between the City of Appleton, WI ("City") and R.A. Smith, Inc., ("Consultant")**, dated January 5, 2015 ("**Agreement**") and as amended effective January 2, 2018, **Consultant** and **City** agree as follows:

I. **Specific Project Information**

- A. **Task Order 2018 [REDACTED]:** Southpoint Commerce Park Expansion
- B. **Description of Services to be Performed:** Consultant will provide 30% engineering plans and infrastructure budget for Southpoint Commerce Park Expansion. Services conducted under this contract will be provided on a time and materials basis with a maximum total budget of \$43,000.00.

II. **Scope of Services**

- A. **Project Administration and Meetings:** Task will include coordination and consultation with client during the project and attending two meeting during the development of the 30% conceptual engineering plans.
- B. **Compile Existing Information and Prepare Base:** Task will include collecting information from the City including GIS data, existing Coop Road Pond information, typical roadway sections, wetland delineations, and other information required to prepare the 30% conceptual engineering plans. Consultant will use the information to prepare base drawings of the Southpoint Commerce Park site.
- C. **Define Overall Stormwater Management/ Drainage:** Task will include an analysis of the Coop Road pond to determine if the pond can be used to satisfy the City peak flow reduction and water quality requirements for development of the entire property. If the analysis determines the pond can be used to satisfy the peak flow reduction and water quality requirements, the analysis will define the maximum development parameters allowed for the Southpoint Commerce Park Expansion.

If the analysis determines the pond is undersized, Consultant will provide further analysis to determine options to satisfy the peak flow reduction and water quality requirements of the entire property including expansion of the existing pond or design of other facilities throughout the property to meet requirements. Additional analysis will be performed to design stormwater runoff conveyance from the southernmost portion of the site to the pond.

This task will also include discussion with WDNR about maintaining wetland hydrology on the site. Additionally, a desktop review of the infiltration/soils will be conducted and an exhibit will be provided to indicate the location of required infiltration test pits throughout the site. We will review the results of the test pits (provided by others) to verify the viability of the soils for infiltration.

- D. **Define Stormwater Management for Future Coop Road Urbanization:** Task will include the development of alternatives to provide conveyance and post-construction stormwater management for the future urbanization of Coop Road from CTH KK to Midway Road. The task will include an analysis of Coop Pond to determine if the pond can be used for the future Coop Road Urbanization.
- E. **Determine Access, Roadways and Trails:** Task will include site plan development of Southpoint Commerce Park, including location and width for proposed street right-of-way and driveway access throughout the site. Proposed trails and trailheads will be included in the site plan development.
- F. **Designate Prospective Parcels and Access:** Using the site plan development in the previous task, Consultant will define prospective parcels within the site, including parcels primarily larger than 10 acres with potential uses indicated on the site plan.

- G. **Utility Services:** Task will include layout of watermain extension and sanitary sewer extension to provide service to the Southpoint Commerce Park. Utility extension will be based on the existing water and sanitary sewer in Eisenhower Boulevard.
- H. **Wooded Preserve:** Consultant will define the limits of the wooded preserve at the southwest area of the site and determine the feasibility of various uses within the preserve. We will also identify possible grant funding and partnership opportunities to develop recreational uses within the preserve.

III. Deliverables

All deliverables shall be provided to the City, and shall be the sole and exclusive property of the City and shall not be used, distributed, shared, sold, exchanged or published by Consultant without the City's consent. Consultant will return to the City, at no cost to the City, any plans, files, maps or other documents that City provides to Consultant during the term of this project. Deliverables shall further include any drawing files, computer models, electronic or printed documents, data, and work products developed for this project. All drawings will be in Outagamie County Coordinate System. All electronic files will be provided in the following formats or a compatible version: pdf, ArcGIS, AutoCAD 2016 and Microsoft Office programs.

Deliverables will include 30% conceptual engineering plans and infrastructure budget. 30% conceptual engineering plans will include horizontal roadway alignment, lot configuration, grading, and drainage. Plans will also include typical cross sections of the roadways, driveways and trails. A final concept plan memorandum will be prepared listing any assumptions which were made during the design, answering questions which the design raised, and discussing the next steps in the overall design of Southpoint Commerce Park. The engineering plans will be provided as one set of large plans and one set of small hard copies, as well as PDF document format.

IV. Additional Services

This project specifically authorizes Consultant to provide additional services in response to specific requests from the City as defined above.

V. City's Responsibilities

City shall have the responsibilities set forth in the Agreement and shall provide access to proposed project sites as needed to complete the required services and any other existing data pertinent to the proposed project.

VI. Times for Rendering Services

Consultant will work with City staff to refine the schedule to meet project schedule requirements as necessary, and will also submit project status and invoicing reports to the City on a monthly basis.

VII. Payments to Consultant

A. Consultant will provide the above-described services on a time and expense basis with time charged in no less than fifteen (15) minute increments. Fees will be invoiced monthly.

B. **Key Project Personnel Fee Schedule:** The following hourly rates will be applied to services provided under this task order through completion of the services authorized herein:

1. Jeff Mazanec, PE (Project Principal)	\$ 145.00
2. Gary Raasch, PE, CFM (Project Manager)	\$ 155.00
3. Brad Hartjes, PE (Senior Project Engineer)	\$ 130.00
4. Kyle Belott, GISP (Geospatial Project Manager)	\$ 130.00
5. Ryan Mann (Staff Engineer)	\$ 84.00
6. Theran Stautz, PWS (Ecologist)	\$ 115.00

Hourly billing rates for other Consultant personnel providing support for additional services will be offered in accordance with the Consultant Standard Hourly Rate Schedule in effect at the time the services are authorized.

- C. **Direct Expenses:** Direct expenses related to the services provided under this task order will be applied in accordance with the following rates. Other items or supplies provided with these services will be charged at cost, without any markup.
 - 1. Travel – mileage: \$ 0.535/ mile (will adjust to match the IRS mileage rate at the time of travel)
 - 2. Copies: 8.5 x 11 @ \$0.15/ black-white copy; \$0.75/ color copy
11 x 17 @ \$0.20/ black-white copy; \$1.00/ color copy
- D. **Additional Service Authorization:** As the project progresses, the scope of this task order may be amended by written authorization(s).

VIII. Consultants

No other consultants have been identified or are contemplated to assist with the professional services authorized by this task order.

IX. Other Modifications to Agreement - None.

X. Attachments/Exhibits - None.

XI. Documents Incorporated By Reference - None.

XII. Terms and Conditions

Execution of this task order by Consultant and City shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Consultant is authorized to begin performance upon the earlier of its receipt of a copy of this task order signed by City or the authorized Effective Date. The Effective Date of this task order is **October 4, 2018**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

R.A. Smith, Inc. (Consultant):

By: _____
Jeff Mazanec, PE
Project Principal

Brad Hartjes, PE
Project Manager

City of Appleton (City)

By: _____
Timothy M. Hanna, Mayor

Attest: _____
Kami Lynch, City Clerk

Approved as to form:

Countersigned pursuant to §62.09(10), Wis. Stats.:

James P. Walsh, City Attorney

Anthony D. Saucerman, Finance Director