



MEMO

TO: Municipal Services Committee

FROM: Paula Vandehey, Director of Public Works *PV*

DATE: November 11, 2016

SUBJECT: **Approve Amendment #4 – Oneida Street Contract with RA Smith National, Inc in an amount not to exceed \$7,300.**

The Department of Public Works was recently notified by We Energies that they will be removing a majority of their overhead lines as part of the S. Oneida Street Reconstruction Project in the Seymour Street to Olde Oneida Street segment of the project. This is great news for the project, but does require some lighting and plat design changes. Therefore, we are requesting approval of Contract Amendment #4 to the R.A. Smith National, Inc. contract for additional services related to street lighting design, survey, plat modifications and utility coordination in an amount not to exceed \$7,300 (revised contract amount of \$821,459.28).

Attachment

Task Order TR-3: Oneida Street Additional Lighting and Plat Design Services

In accordance with paragraph 1.01 of the **Master Agreement for Professional Services between the City of Appleton, WI ("City") and R.A. Smith National, Inc., ("RASN")**, dated March 7, 2012 ("**Agreement**"), RASN and City agree as follows:

I. Specific Project Information

A. Task Order TR-3 Title: Oneida Street Additional Lighting and Plat Design Services

B. Description of Services to be Performed: RASN shall provide revised lighting plans for Oneida Street, incorporate those changes into the Transportation Project Plat, record the updated Transportation Project Plat, appraisal stake the revised right of way, and send the updated plans to utilities for their use in designing utility relocations. These services are provided in addition to services provided for design of improvements to Oneida Street between Valley Road and the Skyline Bridge under separate authorization.

II. Scope of Services: Additional services requested by the City are as follows:

- A. Road Plans:** Design modifications to the street lighting design along Oneida Street between Seymour Street and Olde Oneida Street.
- B. Surveys:** Field mark, one time, the new right of way at the revised street light locations.
- C. Plats:** Revise and record the Transportation Project Plat for areas affected by the lighting design changes.
- D. Utility Coordination:** Send updated plans to utilities for their use in design of utility adjustments.

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 RASN without the City's consent. RASN will return to the City, at no cost to the City, any plans, files, maps or other documents that City provides to RASN during the term of this project. Deliverables shall further include any electronic or printed documents, data, and work products developed for this project.

Primary deliverables for this project include plan updates to the design of improvements to Oneida Street between Valley Road and the Skyline Bridge under separate authorization and RASN coordination efforts and attendance at various meetings.

City's Responsibilities

The City shall have the responsibilities set forth in the Agreement.

IV. Times for Rendering Services

The contract completion date for these services remains the same as the overall project completion date of May 1, 2018 as separately authorized.

V. Payments to RASN

- A.** RASN will provide the above-described services on a lump sum basis not to exceed \$7,300.00.
- B. Additional Service Authorization:** As the project progresses, the scope of this task order may be amended by written authorization(s).

VI. Consultants

Powrtek Engineering, Inc., will assist with the lighting plan modifications authorized by this task order.

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VII. Other Modifications to Agreement - None.

VIII. Attachments/Exhibits - None.

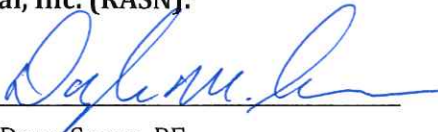
IX. Documents Incorporated By Reference - None.

X. Terms and Conditions

Execution of this task order by RASN and City shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. RASN 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 November 11, 2016.

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

R.A. Smith National, Inc. (RASN):

By: 
Doug Senso, PE
Project Manager

City of Appleton (City):

Attest: _____

Printed Name: _____

By: _____
Paula Vandehey, Director of Public
Works