

Department of Public Works – Engineering Division

MEMO

TO: Municipal Services Committee

FROM: Mark Lahay, Assistant City Engineer

DATE: September 22, 2016

RE: Amendment #3 – Oneida Street design contract with RA Smith

Approve Amendment No. 3 to the R.A. Smith National, Inc. contract for additional coordination efforts and meetings with the real estate acquisition consultant, business/property owners, and changes to the final design that may result from these meetings as requested by the City in an amount not to exceed \$13,571.19 (revised contract amount of \$814,159.28).

AMENDMENT NO. 3 TO THE CONTRACT
BETWEEN CITY OF APPLETON (MUNICIPALITY),
THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
AND R.A. SMITH NATIONAL, INC. (CONSULTANT) FOR

4984-01-73
C Appleton, Oneida Street
Valley Road to Skyline Bridge
Local Street
Outagamie County

The contract made and entered into by and between the MUNICIPALITY, DEPARTMENT and CONSULTANT, dated December 4, 2014 is hereby amended as set forth on the following pages.

The primary reason(s) for this amendment:

To summarize, this amendment is required for additional coordination efforts and meetings with the MUNICIPALITY's real estate acquisition consultant, business/property owners, and changes to the final design that may result from these meetings as requested by the DEPARTMENT and MUNICIPALITY.

The additional services requested by the DEPARTMENT and MUNICIPALITY are as follows:

- Additional project management for project administration required for quality assurance/quality control, scheduling, and coordination of the additional services.
- Coordination efforts with the MUNICIPALITY's real estate acquisition consultant to provide modified plan sheets, answer questions regarding the project plans, assemble and provide design and public involvement documentation, and to attend meetings with the MUNICIPALITY's real estate acquisition consultant. Attendance at up to five (5) meetings with the real estate acquisition consultant.
- Design modifications for the removal, addition, and modification of up to five (5) driveways based on the results of meetings with property owners and requests from the MUNICIPALITY.
- Attendance at up to three (3) additional business/property owner meetings.

The contract completion date remains May 1, 2018.

BASIS OF PAYMENT

The CONSULTANT will be compensated by the DEPARTMENT for services provided under this CONTRACT on the following basis:

- (1) For Authorized Services:
 - (a) For roadway design services, actual costs to the CONSULTANT's up to \$677,864.57 (an increase of \$12,611.15) plus a fixed fee of \$51,053.69 (an increase of \$960.04), not to exceed \$728,918.26 (an increase of \$13,571.19).
 - (b) For hazardous materials investigations subcontracted to Himalayan Consultants, LLC, the CONSULTANT'S actual cost to Himalayan Consultants, LLC, based on Himalayan Consultants, LLC's actual cost up to \$14,080.00, plus a fixed fee of \$917.40, not to exceed \$14,997.40. (no change)
 - (c) For soils investigations and report subcontracted to Professional Service Industries, Inc., the CONSULTANT'S actual cost to Professional Service Industries, Inc., based on Professional Service Industries, Inc.'s actual cost up to \$8,232.30, plus a fixed fee of \$402.93, not to exceed \$8,635.23. (no change)
 - (d) For lighting plans subcontracted to Powrtek Engineering, Inc., the CONSULTANT'S actual cost to Powrtek Engineering, Inc., as compensation for direct labor hours and non-labor direct costs not to exceed \$19,027.60 based on rates in the table below. (no change)

Specific hourly rates to be paid for hours in which Powrtek Engineering, Inc.'s employees are directly engaged in performing the services required by this CONTRACT:

Employee name	Employee Classification	Rate
Greg Sadowski	Engineer	\$124.84
Brian Fuller	Technician	\$67.22

Classifications or employees not listed above cannot be invoiced unless added to the contract through an amendment.

The following non-labor direct costs will be reimbursed based on Powrtek Engineering, Inc.'s actual cost:

Item Description	Unit Type	Rate	Unit Cost
Plotting – 50 sheets	Sheet	\$1.00/Sheet	\$50.00
Printing – 20 sheets	Sheet	\$0.10/Sheet	\$2.00

Non-labor direct costs not listed above cannot be invoiced unless added to the contract through an amendment.

- (e) For title searches and ownership reports subcontracted to First American Title Insurance Company, the CONSULTANT's actual cost to First American Title Insurance Company not to exceed \$26,975.00 for units delivered based on rates in the table below. (no change)

Item Description	Unit Type	Unit Cost Rate
Title Search	Each	\$225.00
Title Updates	Each	\$50.00

- (f) For historical surveys subcontracted to Heritage Research, Ltd., the CONSULTANT'S actual cost to Heritage Research, Ltd. based on a lump sum of \$12,021.45. (no change)
- (g) For archaeological surveys subcontracted to TRC Environmental Corporation, the CONSULTANT'S actual cost to TRC Environmental Corporation based on a lump sum \$3,584.34. (no change)

Compensation for authorized services for this contract shall not exceed \$814,159.28 (an increase of \$13,571.19)

"IF AUTHORIZED"

- (2) For the incorporation City-provided sanitary sewer, storm sewer trunk line and water main plans into the PROJECT, services to be Authorized by Notice to Proceed:
 - (a) For incorporation of City-provided utility plans, actual costs to the CONSULTANT's up to \$2,608.38 plus a fixed fee of \$197.37, not to exceed \$2,805.75. (no change)

Compensation for "if authorized by written notice to proceed" services for this contract shall not exceed \$2,805.75. (no change)

Total contract not to exceed \$816,965.03. (an increase of \$13,571.19)

The DEPARTMENT REPRESENTATIVE is: Rich Glen, P.E., whose work address, e-mail address and telephone number are 1077 Centennial Centre Blvd., Hobart , WI 54155, richglen@jt-engineering.com, (920) 468-4771.

The CONSULTANT REPRESENTATIVE is: Doug Senso, P.E., whose work address, e-mail address and telephone number are 100 West Lawrence Street, Suite 412, Appleton, WI 54911-5754, doug.senso@rasmithnational.com, (920) 843-5731.

The MUNICIPALITY REPRESENTATIVE is: Mark Lahay, P.E., whose work address, e-mail address and telephone number are 100 N. Appleton Street, Appleton, WI 54911-4799, mark.lahay@appleton.org, (920) 832-6474.

In witness whereof, the parties hereto have caused this amendment to be executed and approved on the date signed by their authorized officers or representatives.

For the CONSULTANT

For the DEPARTMENT

By: _____
Stephan M. Hoffmann

By: _____

Title: Division Director

Title: _____

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

Under Section F. MEETINGS, remove Item (10) and replaced with the following:

- (10) The CONSULTANT shall attend eight (8) business/property owner meetings. The CONSULTANT shall document the meetings and provide exhibits, if needed. It is anticipated that up to two (2) CONSULTANT representatives shall attend.

Under Section F. MEETINGS, add Item (11) as following:

- (11) The CONSULTANT shall attend five (5) real estate acquisition meetings. It is anticipated that up to two (2) CONSULTANT representatives shall attend. The CONSULTANT shall also coordinate with the MUNICIPALITY's real estate acquisition consultant to provide modified plan sheets, answer questions regarding the project plans, assemble and provide design and public involvement documentation in preparation for these meetings.

Under Section I. ROAD PLANS, add Item (6) as following:

- (6) The CONSULTANT shall develop design modifications for the removal, addition, and modification of driveways for up to five (5) driveways based on the results of meetings with property owners and requests from the MUNICIPALITY.