

# CITY OF WISCONSIN DELLS MEETING AGENDA

**MEETING DESCRIPTION:** FINANCE COMMITTEE

**DATE:** Monday, December 18, 2017 **TIME:** 6:30 P.M. **LOCATION:** MUNICIPAL BUILDING COUNCIL CHAMBERS - 300 LA CROSSE STREET, WISCONSIN DELLS, WI 53965

		COMMITTEE MEMBERS	
	Ald. Brian Holzem Chair	Ald. Mike Freel	
	Mayor Brian Landers	Ald. Dar Mor	
AGENDA ITEMS			
1	CALL TO ORDER, ATTENDANCE NOTED		
2	APPROVAL OF THE NOVEMBER 20, 2017 MEETING MINUTES		
3	DISCUSSION AND DECISION ON SCHEDULE OF BILLS PAYABLE DATED DECEMBER 18, 2017; AND ANY OTHER RELATED FINANCIAL INFORMATION		
4	DISCUSSION AND DECISION TO APPROVE ADDITIONAL FUNDING FOR SCBA EQUIPMENT FOR KILBOURN FIRE DEPARTMENT		
5	DISCUSSION AND DECISION TO TRANSFER SQUAD #1150 2011 FORD EXPEDITION TO PLANNING AND ZONING/BUILDING INSPECTION AND TO ALLOCATE AN ADDITION \$4500 TOWARD A 2018 SQUAD PURCHASE		
6	DISCUSSION AND DECISION TO APPROVE FUNDING FOR PURCHASE OF A NEW ELECTRIC UTILITY BOOM TRUCK		
7	DISCUSSION AND DECISION ON RIGHT-OF-WAY AND POLE ATTACHEMENT AGREEMENT WITH VERIZON WIRELESS		
8	DISCUSSION AND DECISION TO APPROVE FUNDING FOR THE REVISED SCOPE OF SERVICES AND AMENDMENT NO. 1 OF PROFESSIONAL SERVICES AGREEMENT WITH MSA FOR EDDY STREET SIGNAL AND DESIGN WORK		
9	ITEMS FOR REFERRAL TO FUTURE MEETINGS		
10	ADJOURN		
	ALD. BRIAN HOLZEM, CHAIRMAN		
	POSTED AND DISTRIBUTED: 12/15/2017		
	<p><b>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</b></p>		

SCHEDULE OF BILLS PAYABLE  
DECEMBER 18, 2017  
MONDAY  
COMMON COUNCIL

10	GENERAL FUND	213,566.27
13	DEBT SERVICE FUND	
14	CAPITAL PROJECTS FUND	7749.80
26	FIRE SERVICE FUND	14,573.22
27	RIVER & BAY FUND	19.42
50	PARKING UTILITY FUND	23,133.88
53	SEWER FUND	197,081.50
52	WATER FUND	3,978.35
59	ELECTRIC FUND	534,470.49
	TOTAL	994,572.93



Quote PDF

Jefferson Fire & Safety, Inc
7617 Donna Drive,
Middleton, WI 53562
1-800-697-3473
www.jeffersonfire.com



QUOTE DETAILS

Kilbourn FD X3 5.5 SCBA-FINAL
PO #:

Quote #:
Kilbourn FD X3 5.5 SCBA-
FINAL

Date:
Dec 7th, 2017

CUSTOMER DETAILS SALES REPRESENTATIVE

Kilbourn Fire Department - Pat Gavinski
Office: 6083936770

Marc Lindquist
608-575-2722
marc@jeffersonfire.com

Billing Address:

712 Oak St.
P.O. Box 689
Wisconsin Dells, WI 53965

Shipping Address:

712 Oak St.
P.O. Box 689
Wisconsin Dells, WI 53965

ORDER DETAILS

Table with 7 columns: QTY., U/M, ITEM #, DESCRIPTION, TAX, UNIT PRICE, TOTAL. Contains 8 rows of item details including Scott Safety AIR-PAK X3 W/SNAP- CHANGE and 5500 PSI Carbon Cylinders.

1	FREIGHT	Freight / Shipping Charges	0	\$0.00	\$0
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SUBTOTAL:	\$ 177,985.00
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TAX:	\$ 0.00
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TOTAL:	\$ 177,985.00
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**SHIPPING OPTION**

FOB Destination

**SHIPPING INSTRUCTIONS**

Deliver

**NOTES**

Quote expires 12/30/17

SPN 000305651



**Quote PDF**

**Jefferson Fire & Safety, Inc**  
 7617 Donna Drive,  
 Middleton, WI 53562  
 1-800-697-3473  
 www.jeffersonfire.com



**QUOTE DETAILS**

**Kilbourn FD Hushair Connect Fill System**  
**PO #:**

**Quote #:**  
 Kilbourn FD Hushair Connect  
 Fill System

**Date:**  
 Dec 7th, 2017

**CUSTOMER DETAILS**

**Kilbourn Fire Department** - Pat Gavinski  
 Office: 6083936770

**Billing Address:**  
 712 Oak St.  
 P.O. Box 689  
 Wisconsin Dells, WI 53965

**Shipping Address:**  
 712 Oak St.  
 P.O. Box 689  
 Wisconsin Dells, WI 53965

**SALES REPRESENTATIVE**

Marc Lindquist  
 608-575-2722  
 marc@jeffersonfire.com

**ORDER DETAILS**

QTY.	U/M	ITEM #	DESCRIPTION	TAX	UNIT PRICE	TOTAL
1		STC 8004854	Scott Safety HushAir Connect 7500 Breathing Air Compressor 10hp 3 phase, 230v 60hz Integrated Controller	0	\$28320	\$28320
1		STC 8004440	Scott Safety RevolveAir Connect Fill Station 5500 psi rated Multi-Fill pressure RFID Option	0	\$23895	\$23895
1		STC 8004260	Scott Safety 4 Bank ASME Storage Cylinders	0	\$12036	\$12036
1		STC AB16-0533	Calibration Kit	0	\$338.00	\$338
1		FREIGHT	Freight / Shipping Charges	0	\$1500.00	\$1500
<b>SUBTOTAL:</b>						<b>\$ 66,089.00</b>
<b>TAX:</b>						<b>\$ 0.00</b>
<b>TOTAL:</b>						<b>\$ 66,089.00</b>

**SHIPPING OPTION**

FOB Middleton/Mfr

SHIPPING INSTRUCTIONS

Drop Ship

NOTES

Customer will be responsible for removal of existing equipment. Off-loading from freight carrier, positioning, electrical service and connection (JFS is not a licensed electrical contractor) of new equipment will be the responsibility of the customer. Fresh air intake for compressor, if desired will be at the expense of the customer on a time and materials basis and is not part of this quote.

Total Request as follows:

\$177,985

\$66,089

\$244,074

\$175,000 – PRT – 2017 Approved

\$10,000 – Operating Expense

\$30,000 – Kilbourn Fire Funds

\$29,074 – Fire Surplus - City

\$244,074

Request for two new squads. We are still replacing 2011 squads. New radios, partitions, lighting etc is needed. Note: we did not request or receive new squad(s) in 2017.

Current Patrol Squads		
Squad	Mileage	Notes
Chief	52811	Toyota Camry
1120	?	Replace - Retired to City
1150	71544	Replace - 2011 Expedition
141	71977	2014
142	61027	2014
161	46910	2016
162	31892	2016
163	16588	Supervisor

Quantity	Description	Each	Total
2	2018 Ford Interceptor Utility	\$ 30,283.00	\$ 60,566.00
1	Motorola Radios	\$ 5,324.95	\$ 5,324.95
1	Installation/Programming C	\$ 795.00	\$ 795.00
1	Squad Lights/Sirens/Partitio	\$ 5,929.00	\$ 5,929.00
1	Set of Top Lights	\$ 1,695.00	\$ 1,695.00
1	Arbitrator Squad Video	\$ 5,713.00	\$ 5,713.00
1	Squad Paint (Black&White)	\$ 1,000.00	\$ 1,000.00
1	Squad Decals	\$ 350.00	\$ 350.00
1	2011 Ford Expedition Sale	\$ (4,500.00)	\$ (4,500.00)
	Grand Total		\$ 76,872.95

Note: New K9 squad will be outfitted with equipment/radio from K9 budget

Request to:

Transfer squad to Planning/Zoning  
and Building Inspection

PRT to cover \$ 4500 for 2018 PD Squad.

\$ 176.<sup>09</sup> per year insurance costs

Item # 6

Electric Bucket Truck Vendors	Quote	Contact	Recommended
Altec, Inc 2019 International 4300 w/ Model AN55E-OC	\$ 194,450.00	Adam D. Cox Channing Alexander Mitchell	
Terex Utilities, Inc. 2019 International 4300 w/ Terex Hi-Ranger Optima HR55	\$ 197,304.00	Adam Fischer Greg Adler	TA
Difference	\$ 2,854.00		
Existing	Original Costs		
2001 IHC 4700 w/ Terex HR50M w/ 9800 Hrs.	\$ 115,687.00	Will likely sell this truck on a surplus auction site.	

Tom Anen would like us to stay w/ the Terex brand. It costs \$2,854.00 more than the Altec model.

- Does have service facilities closer to Wisconsin Dells and we currently work w/ this facility to supply our annual (required) certifications.
- Tom is planning to attend the PW's meeting to answer any questions you might have.
- Full copies of the proposal are available upon request, please notify me if you care to read through them.

DWH\_12/08/2017

Electric Cash Reserve as of 12/15/17  
\$ 978,222



**TEREX®**

**CUSTOMER ORDER ACKNOWLEDGEMENT**

Terex Utilities, Inc. - 200 Eden Way - White House, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-1842

Date: **12/1/2017**

Quote Number: QU09498

**Wisconsin Dells Water & Light**  
300 La Crosse Street  
Wisconsin Dells, WI 53965

Attention: Tom Anen

**Baseline Price: \$197,304**

**Grand Total Each: \$197,304**

\*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

**Notes:**

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 180 - 240

**Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 605-882-5595 or transmit it to your Account Manager.**

Terex Utilities Inc.

*Adam Fischer*  
Sales Coordinator

*Greg Adler*  
Account Manager

Accepted By:

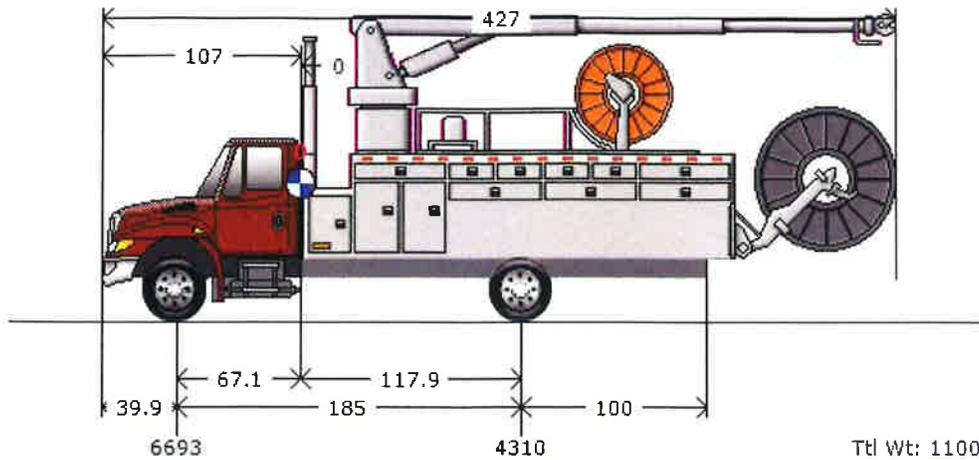
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PO Number: \_\_\_\_\_

Quantity: \_\_\_\_\_

Grand Total: \_\_\_\_\_

Date: \_\_\_\_\_



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	39.9	Body Length	(BL)	320	Tractor Front Axle:	6,693
Wheelbase	(WB)	185.00				Tractor Rear Axle:	4,309
Axle to Frame	(AF)	100.00					
Axle to Back Cab	(ABC)	67.1					
Cab to Axle	(CA)	117.9					
Usable CA		117.9					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	0						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	6,693
Total Rear Axle:	4,310
Total Weight:	11,003

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

**TERMS & CONDITIONS OF SALE**  
**TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.**  
**U.S. and CANADA (except Quebec)**

**1. Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and are subject to change without advance notice. "Seller" herein shall be the seller identified in the Sales Order Acknowledgement or other applicable sales documents. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Seller's Parts and Equipment (hereinafter collectively referred to as "Products") sold and shipped to Buyer on and after August 1, 2016, and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

**3. Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the

delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

**5. Delays Caused By Buyer.** In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

**6. Cancellation.** Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**7. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

**8. Warranty for New Products.** Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse,

negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

**9. Warranty for Used Equipment.** Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

**10. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

**12. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**13. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

**14. Trade-in Offers.** Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

**15. Insurance.** Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**16. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans,

photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**17. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**18. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**19. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**20. Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**21. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of the Products, technology, information or warranty related services. Buyer further agrees that it shall comply with applicable laws pursuant to the Joint Comprehensive Plan of Action (JCPOA) of July 14, 2015 and any other applicable laws, resolutions, regulations or licenses for the export or re-export of Products, technology, information or warranty related services directly, or with its knowledge indirectly into Iran. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly, or with its knowledge, indirectly, into Sudan. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export the Products, technology, information or warranty related services directly or with its knowledge indirectly into Cuba without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**22. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement and customer support purposes

**23. Construction and Severability.** These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**24. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

**25. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**26. No Set-off.** Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: \_\_\_\_\_



Quote Number: 390442 - 1  
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
149.	Battery Under Cab Left Hand	1	
150.	No Air Horn	1	
151.	AM/FM Radio	1	
152.	Bluetooth	1	
153.	Keyless Entry	1	
154.	Power Door Locks	1	
155.	Power Windows	1	
156.	Block Heater	1	
157.	Driver Controlled Locking Differential	1	
158.	Trailer Air Brake Package	1	
159.	Trailer Brake Controller (Factory Installed)	1	
160.	Vinyl Split Bench Seat	1	
161.	Air Ride Drivers Seat	1	
<b><u>Additional Pricing</u></b>			
162.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

<b>Unit / Body / Chassis Total</b>	<b>194,450.00</b>
<b>FET Total</b>	<b>0.00</b>
<b>Total</b>	<b>194,450.00</b>

**Altec Industries, Inc.**

BY \_\_\_\_\_

Channing Alexander Mitchell

**Notes:**

- 1 Altec Standard Warranty:  
One (1) year parts warranty.

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

**RIGHT-OF-WAY AND POLE ATTACHMENT AGREEMENT  
(Wis Dells & Verizon)**

This Rights-of-Way and Pole Attachment Agreement ("Agreement") is entered into between the City of Wisconsin Dells, Wisconsin and Verizon Wireless, LLC (VAW) dba Verizon Wireless (Verizon) and its successors and assigns.

WHEREAS, Verizon wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City will cooperate with Verizon to the extent required by Wisconsin law to enable Verizon to provide these services to the public.

NOW, THEREFORE, the parties agree as follows:

1. Verizon's use of the Rights-of-Way will be to install, maintain, operate, repair, modify, replace, and/or remove from time to time certain communications facilities ("Facilities") which are used for the purpose of providing communications services. Facilities may include antennas, radios, wireless microwave and other backhaul equipment, fiber optic cables, conduit, ducts, control boxes, vaults, poles, cables, power sources, and/or other equipment, structures, appurtenances, and improvements.
2. Verizon's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations and all applicable local, state and federal laws and regulations.
3. Verizon shall pay a fee for pre-installation review and evaluation in the amount of \$500.00 for each City pole to which Verizon attaches Facilities; which fee may be increased for installations requiring extensive third party review. The City shall not charge a review fee in excess of \$2,500.00 without first notifying Verizon and obtaining Verizon's written approval.
4. In addition, Verizon shall pay to the City an annual fee in the amount of \$2,000.00 for each City pole to which Verizon attaches Facilities and any associated fiber or other Facilities. Verizon's obligation to pay this annual fee will commence on the first day of the month following the date of installation and the initial payment thereof will be made payable to the City within thirty (30) days after installation. Each subsequent payment will be made upon each anniversary of the installation date after receipt of an invoice therefor from the City, until such time that the applicable Facilities are removed in accordance with this Agreement or this Agreement is otherwise terminated as further provided herein. Annual fees shall be made payable in the form of a money transfer or check to the City. All annual fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable Facilities by Verizon shall be retained by the City. Other than as required pursuant to Paragraph 6 hereof, Verizon shall not be obligated to pay any other annual or recurring fees.
5. Should Verizon seek to attach Facilities to a pole in the Rights-of-Way which is owned by a third party, Verizon shall obtain all authorizations and approvals from such third party.
6. Verizon will obtain any other permits and pay any other fees applicable to Verizon's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way.

7. In accordance with the City's regulations, Verizon will submit to the City design drawings and specifications of the Facilities and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Verizon, or a third party).
8. Verizon may remove one or more Facilities from time to time during the term, in which event Verizon shall provide advance notice thereof to the City and Verizon shall have no further obligations or liability (including for the payment of any applicable recurring fees) in connection therewith.
9. If Verizon ceases use of a City pole on which it installed Facilities, it shall remove such Facilities at its own expense.
10. Facilities shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Facilities installed by Verizon. Verizon shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Verizon shall provide the City with a telephone number that the City can contact to request Verizon's coordination pursuant to this paragraph.
11. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Verizon notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing, either party may terminate this Agreement in the event a party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.
12. Notwithstanding anything contained in this Agreement to the contrary, Verizon shall not be required to obtain any permit, pay any fee or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.
13. Verizon shall indemnify, defend, and hold harmless, the City and its elected officials, employees, officers, and directors ("Indemnitees"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death, and property damage, made upon or incurred by the City and arising out of a third-party claim to the extent that such third-party claim is caused by any negligent acts or omissions of Verizon while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the City or an Indemnitee. The City shall give prompt written notice to Verizon of any claim for which the City seeks indemnification. Verizon shall have the right to investigate, defend, and compromise these claims with prompt notice to the City's attorney.
14. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.
15. Verizon shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Verizon against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Facilities, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation and employer's liability insurance in an amount not less than One Million

Dollars (\$1,000,000). The insurance policies shall name the City, its officers, officials, employees, and elected representatives as additional insureds, with the exception of the workers' compensation policy. VERIZON shall furnish copies of the required certificate of insurance to the City. VERIZON will provide the City with thirty (30) days' prior written notice of cancellation.

16. Verizon shall provide, and update, the name and contact information of a person or entity, located within 60 miles of the City responsible for emergency repair or maintenance of the Facilities. In the event of an emergency, Verizon may contact Sean Collins, Project Manager, Faith Technologies, Inc., at (913) 541-4789 (Office) or (913) 231-0841 (Mobile).
17. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Wisconsin Dells  
300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Attn: City Clerk, Administrative Coordinator

With a copy to:

City of Wisconsin Dells  
300 LaCrosse Street  
Wisconsin Dells, WI 53965  
Attn: Director of Public Works

If to Verizon:

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
One Verizon Way  
Mail Stop 4AW100  
Basking Ridge, NJ 07920  
Attn: Asset Management

With a copy to:

Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
One Verizon Way  
Mail Stop 4AW100  
Basking Ridge, NJ 07920  
Attn: Legal Department

18. Verizon understands and acknowledges that the City may require Verizon to remove or relocate its Facilities or any portion thereof from the Right-of-Way, and Verizon shall, at the City's direction, remove or relocate the same at Verizon's sole cost and expense, whenever the City reasonably determines, in its sole discretion, that the relocation or removal is required consistent with the public interest. In any such case, the City shall use reasonable efforts to afford Verizon a reasonably equivalent alternate location, if available. If Verizon fails to remove or relocate the Facilities or portion thereof as requested by the City, within 90 days of Verizon's receipt of the request, then the City shall be entitled to remove the Facility, Verizon Pole, or portion thereof at Verizon's sole cost and expense, without further notice to Verizon, and Verizon shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Facilities, or portion thereof.
19. The provisions of this Agreement shall be construed under, and in accordance with, the laws of the State of Wisconsin, without regard to its conflict-of-laws principles, and all obligations of the parties created hereunder shall be performed in the County in which the City is located. Therefore, in the event any court action is brought directly or indirectly by reason of this letter, the courts of such County shall have jurisdiction over the dispute and venue shall be in such County.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF WISCONSIN DELLS

VERIZON WIRELESS (VAW) LLC d/b/a  
VERIZON WIRELESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Amendment  
No. 1**

**To: City of Wisconsin Dells  
Brian Landers, Mayor  
300 La Crosse Street  
Wisconsin Dells, WI 53965**

**Date of Issuance: 12-08-2017**

**MSA Project No.: 00085080**

This is an amendment to the Agreement dated April 18, 2018 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

**Project Name:** Eddy Street Signal Design

**The project scope has changed due to:** Expansion of project limits to include complete reconstruction of Eddy Street from Broadway to La Crosse.

**The scope of the work authorized is:** See attached scope of engineering services

**The schedule to perform the work is:** Approximate Start Date: 12-11-2017  
Approximate Completion Date: 03-02-2018

**The estimated fee for the work:** \$55,443.00 — additional

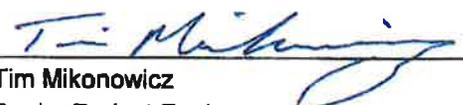
Authorization for the work described above shall amend the Agreement between MSA and the City. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

**Approval:** MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

**CITY OF WISCONSIN DELLS**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Brian Landers  
Mayor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Tim Mikonowicz  
Senior Project Engineer  
Date: 12-08-2017

\_\_\_\_\_  
Nancy Holzem  
City Clerk  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chuck Bongard  
Program Manager  
Date: 12-08-2017

300 La Crosse Street  
Wisconsin Dells, WI 53965  
Phone: (608) 254-2012

1230 South Boulevard  
Baraboo, Wisconsin 53913  
Phone: (608) 356-2771

## CONTRACT AMENDMENT #1 - SCOPE OF SERVICES-ENGINEERING

Original MSA Project #00085080  
Eddy Street Reconstruction Project  
City of Wisconsin Dells

### Project Description

The original City/MSA project consisted of improvements to the Broadway and Eddy Street intersection that included: installation of traffic signals, pedestrian cross walks on the east and west side of the intersection, minor improvements to the storm sewer and associated reroutes, pavement removal and replacement, and pavement markings. The City, subsequently has expressed an interest in conducting a complete reconstruction of Eddy Street from Broadway south to the La Crosse Street intersection. Contract Amendment #1 includes complete street and public utility reconstruction on Eddy Street from the intersection of Broadway to the intersection of La Crosse Street. Estimated centerline length of this portion of the project is 330 lineal feet. Amendment #1 fees have been estimated and services will be reimbursed on an hourly basis at the standard hourly rates attached hereto.

### Design Phase Services (\$51,539)

- Inventory existing public utility structures as needed.
- Prepare 30% preliminary plan and profile drawings, including preliminary utility locations, storm sewer routing and general roadway configuration, and review with City staff.
- Review televising (or other City records) for sanitary and storm sewer systems and prepare plans for sanitary sewer and storm sewer replacement.
- Attend one meeting with City to review 30% preliminary design and cost estimates.
- Attend project walk-thru on site to review preliminary plans, public and private utility conflicts, and sidewalk and driveway requirements.
- Revise preliminary plans based on comments from meetings and correspondence with City staff.
- Provide preliminary plans to utility companies (gas, telephone, and cable TV) for comments related to conflicts or required relocations.
- Prepare project cost estimate with department allocation of costs based on preliminary design.
- Attend one meeting with City Staff to review 90% design and cost estimates, gather staff input and make recommendations.
- Prepare final plans based on comments.
- Attend and conduct one Public Information Meeting to review project and solicit comments/concerns. (*Optional, upon request from City staff as required*)
- Prepare WDNR submittals for water main and sanitary sewer construction permits.
- Prepare a Storm Water Management and Erosion Control Plan and Construction Site Notice of Intent (including \$140 submittal fee) and submit to WDNR.
- Preparation of Project Manual including specifications and bidding documents.
- Prepare updated cost estimate based on final design.

- Forward final plans, specifications and cost estimate to City and Utilities for review and comment.
- Prepare Advertisement for Bids and forward to City for publishing in official news paper (*advertising costs to be paid by the City*).
- Perform an internal Quality Assurance/Quality Control (QA/QC) plan and specification review.
- Project administration and correspondence.
- Reimbursables: Reproduction, Postage, Fax, UPS, GPS, Mileage.

**Bidding Phase Services (\$3,904)**

- Reproduce project plans and specifications (20 assumed).
- Distribute electronic plans/specifications to statewide "plan rooms".
- Solicit prospective bidders utilizing the Quest electronic bidding network.
- Correspondence with prospective bidders and material supplier questions during project advertising period.
- Prepare and distribute addenda to plan holders (two assumed)
- Review bids and prepare bid tabulation.
- Prepare letter of recommendation and Notice of Award.
- Attend one Council meeting to present bid results and recommend award (as requested).
- Prepare and administer construction contracts.
- Reimbursables: Reproduction, Postage, Fax, UPS, Mileage.

Construction Phase Services (Not included with Amendment #1, however, services are available upon request post – bidding)

**ATTACHMENT A:  
RATE SCHEDULE  
MARCH 2017/2018\***

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects .....	\$127-\$165/hr.
Clerical .....	\$60-\$88/hr.
CAD Technician.....	\$62-\$110/hr.
Geographic Information Systems (GIS) .....	\$78-\$135/hr.
Housing Administration.....	\$64-\$111/hr.
Hydrogeologists.....	\$118-\$142/hr.
Planners .....	\$95-\$151/hr.
Principals.....	\$155-\$200/hr.
Professional Engineers.....	\$100-\$200/hr.
Project Manager .....	\$75-\$180/hr.
Professional Land Surveyors .....	\$90-\$157/hr.
Staff Engineers .....	\$82-\$120/hr.
Technicians .....	\$76-\$114/hr.
Wastewater Treatment Plant Operator .....	\$70-\$85/hr.

REIMBURSABLE EXPENSES

Copies/Prints .....	Rate based on volume
Fax .....	\$1.00/page
GPS Equipment.....	\$40/hour
Mailing/UPS.....	At cost
Automobile Mileage – (currently \$0.54/mile) .....	Rate set by Fed. Gov.
MSA Truck Mileage .....	\$0.70/mile
Nuclear Density Testing .....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine.....	Included in labor rates
Robotics Geodimeter.....	\$30/hour
Stakes/Lath/Rods .....	At cost
Total Station .....	Included in labor rates
Travel Expenses, Lodging, & Meals .....	At cost
Traffic Counting Equipment & Data Processing.....	At cost

- \* Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2018. After January 1, 2018, these rates may increase by not more than 5% per year.

12-035080.0  
**ORIGINAL SERVICE AGREEMENT**



**Professional Services Agreement**

**PROFESSIONAL SERVICES**

More ideas. Better solutions.

This AGREEMENT (Agreement) is made today April 12, 2017 by and between CITY OF WISCONSIN DELLS (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

**Project Name:** Eddy Street Signal Design

**The scope of the work authorized is:** See Attached – Task 1 Only

**The schedule to perform the work is:** Approximate Start Date: April 17, 2017  
Approximate Completion Date: Sept 1, 2017

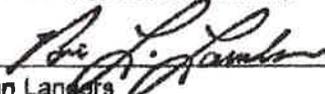
**The lump sum fee for the work is:** \$49,750

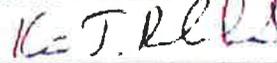
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF WISCONSIN DELLS**

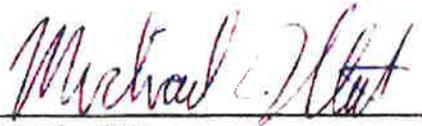
**MSA PROFESSIONAL SERVICES, INC.**

  
\_\_\_\_\_  
Brian Landers  
Mayor  
Date: 4/18/2017

  
\_\_\_\_\_  
Kevin J. Ruhland  
Team Leader  
Date: 4-12-17

**Attest: City/Township/Village Clerk (WI Only)**

  
\_\_\_\_\_  
Clerk Name: Nancy R. Holzem  
Date: April 18, 2017

  
\_\_\_\_\_  
Michael J. Statz  
Program Manager  
Date: 4-12-17

300 LaCrosse Street  
Wisconsin Dells, WI 53985  
Phone: 608-254-2012

2901 International Lane, Suite 300  
Madison, WI 53704  
Phone: 608-242-7779

Spans  
2-3 block  
Superior

**Scope of Services Update  
For City of Wisconsin Dells  
Traffic Analysis and Improvements  
(Downtown Area)  
March 6, 2017  
Revised April 12, 2017**

- LAR as up  
↳ Discuss w/DOF

↳ Hank @ Eddy?  
↳ Close?

→ More Oak Street to  
Ely

This scope is to assist the City of Wisconsin Dells with design plans and traffic operations analysis for the downtown area. Preliminary findings indicate that the installation of a traffic signal at the intersection of Broadway and Eddy Street that is coordinated with the River Road/Superior Street signal will improve operations throughout the downtown. In discussions with City Officials and Staff, as well as feedback from WisDOT staff, the following long term project outline was identified to improve the overall traffic safety and operations within the downtown:

1. Design and prepare construction documents for the installation of a Traffic Signal for the Broadway and Eddy Street intersection. The goal is for the signal to be operational prior to Memorial Day 2018
2. Collect traffic data to study vehicle and pedestrian safety and operations with the new Eddy Street signal. This data collection would occur during the summer of 2018 to help determine if additional improvements or changes to traffic patterns are necessary to further improve traffic safety and operations.
3. Finalize the traffic study and recommend any additional improvements to the downtown area, in particular Superior Street. The Superior Street pavement will be close to needing repair by the 2020 construction season. A traffic study will determine if the segment should be designed to accommodate different traffic flow, parking, or multimodal needs, and if those should be included in the design recommendations. The study and recommendations should be completed in the fall of 2018.
4. Redesign Superior Street from Broadway to La Crosse Street based on the recommendations of the 2018 study. Improvements could also include restriping and/or changes to La Crosse Street and/or Washington Street in close proximity to Superior Street to facilitate the necessary overall traffic flow plan. Design plans are planned to be completed in 2019 with a possible construction start in the fall of 2019 with an optimal goal of construction being completed prior to Memorial Day 2020.

Based on this outline of projects, the following is a more detailed discussion of Tasks 1 through 3. Once the findings of the study are complete, a cost estimate for the design of Superior Street can be prepared.

**Task 1. Eddy Street Traffic Signal Design – Lump Sum Fee of \$49,750 (Current Proposal)**

To complete the design of a traffic signal at the intersection of Broadway and Eddy Street, the following tasks are recommended to be undertaken:

Task 1A – Field Survey

MSA will complete a field survey of the Intersection area to document existing conditions. The survey will include existing roadway geometry, sidewalk locations, overhead and underground utilities

(including storm sewer), signage, landscaping, and other above ground features located within or adjacent to the roadway right-of-way with the project limits. Project limits are defined as along Broadway from the radius return on the west side of La Crosse Street to the radius return immediately west of River Road/Superior Street (approx. 650 feet) and along Eddy Street from Broadway to La Crosse Street (approximately 350 feet). Additionally the La Crosse Street/parking lot area will be surveyed to include approximately 100 feet of survey south of Broadway. Survey will generally be from building face to building face along the streets.

Additionally, MSA will document existing right-of-way by surveying property irons and utilizing GIS data provided by the City. It is expected that all signal equipment fit within the existing right-of-way. Should this prove not true, MSA will coordinate with the City on potential alternatives and any scope amendments.

In preparation of the base map for project plan deliverables, it is anticipated that as-built plans are available from the City and/or WisDOT for sanitary sewer, water main, and storm sewer from recent construction projects. These plans will be used to assist in the creation of an existing conditions map/survey and verify utility connections.

#### Task 1B – Traffic and Pedestrian Crossing Alternatives Analysis

MSA will complete a traffic analysis of up to six different scenarios for Eddy Street to compare impacts to pedestrians and vehicles between La Crosse Street and River Road/Superior Street. The alternatives will analyze different combinations of crosswalk locations and traffic patterns at Eddy Street. As an example, different scenarios will assess a pedestrian crossing of Broadway at Eddy Street on the east or west side of the intersection, or both sides. Traffic operations will assess one-way or two-way traffic on Eddy Street. At this time analysis will not include pedestrian scramble phasing at River Road/Superior Street. The scenarios will be compared in a matrix showing differences in operations, delays, queuing, and anticipated pedestrian gaps to allow the City and WisDOT to agree on the best alternative to proceed with to final design.

#### Task 1C – Traffic Signal Plans, Specifications, and Estimate

For the purposes of this scope and estimate, it is assumed that the final signal design includes the following design elements and assumptions. If Task 1B determines an alternative solution as the final design, a contract amendment to address additional scope elements will be discussed if necessary.

1. The signal installation will be a retrofit project, with minimal geometric changes to accommodate one pedestrian crossing of Broadway at the intersection. MSA will prepare traffic signal plans for the intersection of Broadway & Eddy Street. Plans will include a plan view sheet, sequence of operations chart, cable routing sheet, and pavement marking and permanent signage plan. Additional details for curb ramps, minor sidewalk and curb replacement, and pavement replacement (to remove the in-pavement lighting system and install new conduit) are included.
2. Pavement Markings will include the restriping of Eddy Street and one pedestrian crossing of Broadway at Eddy Street. On-Street parking along Eddy Street will be restriped as necessary, but no physical reconstruction of Eddy Street is included at this time.
3. Some of the decorative fence on the southeast corner of the intersection will be removed, and either the removed fence can be salvaged and reinstalled, or the City can provide plans for the previous installation as a basis for any new railing. Removal, replacement, or design of the planter boxes along the north side of Broadway are not included and are assumed to remain.

4. Traffic control will be handled using WisDOT Standard Detail Drawings. One lane of traffic will remain open at all times during construction. Upon completion of the plans, MSA will provide the plans to the City of Wisconsin Dells and to WisDOT for review and comment.
5. Plan preparation will also include coordination with the electric utility regarding providing a power supply to the new traffic signal. Changes to the street lighting are also anticipated, and coordination of those removals, relocations, or combinations with traffic signal poles are included in the plans.

MSA will coordinate with the City and WisDOT to determine the specific traffic signal equipment necessary to accommodate the following features prior to the start of plan documents:

- Vehicle detection, including video or microwave vs. in pavement loops
- Interconnectivity including fiber optic or spread spectrum radio to the Superior Street/River Road intersection
- Need for audible pedestrian signals (APS)
- Potential for fold-out stop signs
- Potential for Emergency Vehicle Preemption (EVP)
- Other unique signal features as requested by the City and/or WisDOT

Following guidance on the necessary equipment for these and any other identified features, final plans will be developed. Changes to the equipment requirements after this meeting may require an amendment to update plan documents and special provisions

MSA will prepare project specifications, provide standard detail drawings, and complete a quantity list and project cost estimate as part of the project. It is anticipated that Wisconsin Department of Transportation Standard Specifications will be used for the construction specifications and standard details.

#### Task 1C – Bidding Services

MSA will advertise and bid the project through Quest. MSA will prepare advertisement for bids and send for publishing in the local newspaper. Bidding documents will require bids to be sealed and delivered to City Hall. One MSA staff member will attend the bid opening. A bid tab will be prepared as well as a letter of recommendation to award the project. MSA will coordinate signatures and assist with executing the contract documents. Attendance at the preconstruction meeting is included.

It is assumed that the bid letting will be held in late Summer/Early Fall of 2017, with construction beginning after Labor Day 2017. Completion of the underground construction is recommended to be prior to November 17, 2017. Above ground construction and final punch list items should be completed prior to May 18, 2018.

*Note that this proposal does not include construction staking, administration, or oversight services at this time. MSA is happy to provide these efforts as additional services upon request and negotiations with the City.*

#### Task 1D – Signal Timing Plans and WisDOT Coordination

Utilizing the traffic volume information collected as part of the previous downtown study, MSA will prepare a signal timing plan for the intersection. Timing will require close coordination with WisDOT regarding the volumes and timing plan for the intersection of Broadway & River Road/Superior Street. The scope assumes two timing plans will be prepared; Summer Peak and non-summer traffic.

The proposal assumes that the new Eddy Street signal would be a “secondary” signal to the River Road signal, and that the timing plan for the existing signal will not be modified. Plans will be provided to WisDOT for review and implementation.

The proposed timing plans are based on a random sampling of traffic volumes and may need to be adjusted after implementation to reflect variations in volume patterns not seen in the sample data.

No timings plans at this time will include pedestrian scramble phasing. If, through coordination with WisDOT, it is determined that scramble phasing can be included at the Superior Street/River Road intersection, MSA will prepare an addendum for additional traffic signal timing plans.

#### **Future Tasks for Consideration**

##### **Task 2. Downtown Traffic Data Collection – Cost - \$1,000/Day (up to 6 setups per day) + \$500 per setup (12 hour count assumed)**

MSA will utilize traffic video equipment for turning movement counts at designated intersections within the Downtown area. Video will be recorded from 9:00 AM to 9:00 PM on a summer Thursday, Friday, or Saturday to assess existing traffic patterns. Ideally the counts will be taken in July to assess peak summer traffic conditions. Counts will include pedestrians and bicyclists within the crosswalks and bicycles on the road. Traffic counts will be collected using video recording data and the hours will be submitted to Miovision for tabulation and summary.

At a minimum, it is recommended to count the intersections of Broadway with La Crosse Street, Eddy Street, River/Superior, Oak, and Elm Street. If determined appropriate, additional counts could be completed at intersections such as Eddy & La Crosse, La Crosse & Superior, Washington & La Crosse, Washington & Superior, River & Wisconsin, etc.

##### **Task 3. Update Downtown Traffic Study. – Estimated costs \$20,000-\$25,000**

Using the traffic data collected above, there are five potential alternatives that will be revisited at this time using Synchro Traffic Analysis Software. They are described in more detail below. The updated analysis of each of these alternatives would be completed with the following assumptions.

1. The Duchess Plaza on north Oak Street is in place and will remain long term.
2. Traffic analysis assumes the updated traffic volumes are a reasonable reflection of future conditions. No new development or redevelopment is considered as part of the analysis.
3. Analysis will consider one time period for each/any alternative analyzed – Peak summer traffic conditions.
4. All analyses assume four traffic signals installed on Broadway – Eddy Street, River/Superior Street, Oak Street, & Elm Street.

5. All analyses assume two vehicle travel lanes in both the east and west directions on Broadway as well as one bike lane in each direction.
6. Model output will report Level-of-Service by movement for each of the four study intersections identified in item 4 above. Reporting will also include average delay and 95% queue lengths per the Highway Capacity Manual.

In addition to these assumptions, the following alternative specific information is provided to clarify the analysis effort proposed:

- **Alternative 1 - Maintain Existing 2-way accessibility on River/Superior Street & Elm Street**
  - This alternative is anticipated to be the "Existing Conditions" at the time of study and will be used as a baseline for comparison of Alternatives 2 and 3.
- **Alternative 2 – Original One-Way Conversion of River/Superior Street and Elm Street**
  - For this alternative, the analysis completed would be an update of the original analysis to address questions or comments from the DOT regarding implementation of this alternative, and to ensure consistency between this alternative and the newly analyzed alternatives. Analysis will also include an operational assessment of the proposed roundabout north of downtown where the one-way pair is will reconnect on River Road.
- **Alternative 3– Shortened One-Way Conversion of River/Superior Street and Elm Street**
  - For this alternative, the analysis completed would be a shorter version of the one-way alternative for River/Superior Street and Elm Street. The one-way designation would be in place from Wisconsin Avenue on the north to Washington Avenue on the south. Both Wisconsin and Washington Avenues would remain as two-way traffic.
- **Alternative 4 – One-Way Superior Only**
  - This alternative limits the one-way circulation to only Eddy Street (in place at the time the analysis occurs) and Superior Street between Broadway and Washington Avenue. River Road and Elm Street remain bidirectional roadways.
- **Alternative 5 – One Way River/Superior**
  - A final alternative could consider making River Road & Superior Street one-way between Wisconsin Avenue and Washington Avenue, and maintain two-way traffic on Elm Street.

In addition to completing a revised traffic operations analysis, MSA will prepare a schematic layout of the top three preferred alternatives as agreed to with City Staff and officials. These schematics will show the necessary improvements to implement each alternative. From these schematics, an assessment of construction cost and right-of-way impacts will be prepared. The cost estimate will be planning level for major items and break down costs into logical segments. Right-of-way impacts will also be estimated in terms of likely areas and/or property acquisitions to complete the design. Costs estimates for real estate acquisitions are not included.

MSA will prepare a document that summarizes the analyses and processes completed as part of the downtown study efforts. The report will also provide a summary of the cost and impact findings for each alternative. For the preferred alternative, the report will also identify, if necessary, a preliminary breakdown of projects to implement the entirety of the recommendation over multiple years for budgeting and/or impact/scheduling reasons, beginning with the Superior Street reconstruction. The report will include tables, exhibit, and appendix material as necessary to document the process and findings

**Meetings & Coordination**

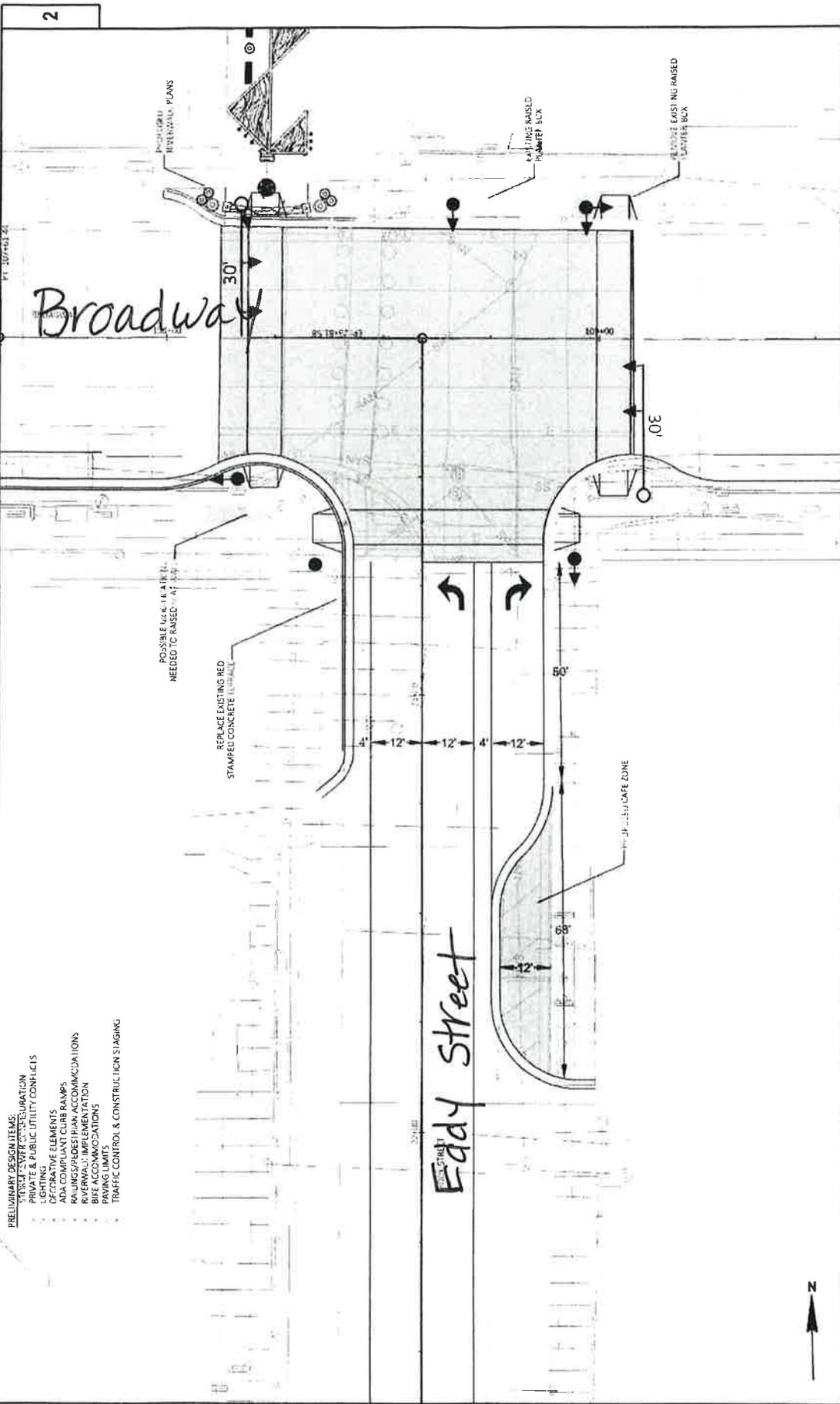
Throughout each of these Tasks, MSA will be available to attend City Public Works or Council meetings to specifically address the downtown projects. In addition, MSA will likely need to attend multiple meetings with the City and/or WisDOT staff to review the design and study progress and address WisDOT questions, concerns and recommendations for the project area. Additional project coordination with WisDOT and City Staff and officials is also included for the duration of this project. It is assumed for this scope that one phone coordination effort will be held in advance of each face-to-face meeting.

A public involvement/outreach meeting is not specifically included in the scope at this time, but efforts to assist in holding a dedicated public meeting outside of City Council/Public Works meetings can be provided if requested by the City as part of an amendment. Costs for meetings and coordination will be provided with each of Tasks 1-4 as estimated once the overall project approach is agreed to.

-- END --

PRELIMINARY

2



- PRELIMINARY DESIGN ITEMS:
- STREET LIGHTING
  - PRIVATE & PUBLIC UTILITY CONFLICTS
  - DECORATIVE ELEMENTS
  - ADA COMPLIANT CURB RAMPS
  - PAVING/PED/BIKE PLAN ACCOMMODATIONS
  - PAVING LIMITS
  - TRAFFIC CONTROL & CONSTRUCTION STAGING

PROJECT NO: 00085080  
 COUNTY: COLUMBIA  
 HWY: WA 13/16  
 SHEET: E

DATE: 11/14/16  
 PROJECT: 11/14/16  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES  
 APPROVED BY: J. J. JONES