

SCHEDULE OF BILLS PAYABLE
AUGUST 19, 2019
MONDAY
COMMON COUNCIL

| | | |
|----|-----------------------|---------------|
| 10 | GENERAL FUND | \$ 83,207.11 |
| 13 | DEBT SERVICE FUND | |
| 14 | CAPITAL PROJECTS FUND | \$ 201,281.53 |
| 22 | ROOM TAX FUND | \$ 227,663.63 |
| 24 | PRT FUND | \$ 67,701.00 |
| 26 | FIRE SERVICE FUND | \$ 8,175.06 |
| 27 | RIVER & BAY FUND | \$ 9,854.37 |
| 28 | RIVER ARTS DISTRICT | \$ 3,052.51 |
| 50 | PARKING UTILITY FUND | \$ 39,844.58 |
| 53 | SEWER FUND | \$ 44,300.01 |
| 52 | WATER FUND | \$ 57,698.72 |
| 59 | ELECTRIC FUND | \$ 933,945.83 |

Total Payables: \$ 1,676,724.35

Item # 4

Meter Reading Truck Replacement_Cost Comparison

| Existing Truck | Dodge | | 2003 | | | |
|----------------|-------|-----------|------|-------------|-------------|------------------|
| Dealer | Make | Location | Year | Total | Costs | Discount/Savings |
| Portage Ford | Ford | Portage | 2018 | \$37,145.00 | \$28,000.00 | \$9,145.00 |
| Portage Dodge | Dodge | Portage | 2019 | \$36,135.00 | \$26,000.00 | \$10,135.00 |
| Kayser | Dodge | Sauk City | 2019 | \$36,060.00 | \$23,907.00 | \$12,153.00 |
| Glacier Valley | Ford | Baraboo | 2019 | \$35,542.55 | \$27,900.00 | \$7,642.55 |

**Wisconsin Dells Water & Light Utility
Cost Estimates for 2011 through 2016**

Latest Update: 10/03/12

ITEM 5

sum of items purchased in First Transfer Agreement: **\$274,448**

2011 Estimates

- A) Purchase Alliant facilities on STH 13 in section of highway constr. \$24,131
- B) Connect customers along STH 13 prior to highway constr. \$137,800

2011 Total \$161,931

2012 Estimates

- A) Purchase Alliant facilities at Chula Vista and Rio Condos (Transfer Area A)
 - a1) Purchase transformers rented by Chula Vista from Alliant \$116,712
 - a2) Purchase Alliant facilities serving Chula Vista and Rio Condos \$42,037
 - a3) Install pad-mounted primary metering at Chula instead of purchasing Alliant's \$14,700
 - a4) Construct facilities to the primary metering point at Chula \$19,500
 - a5) Construct feeder ties in the Chula and Rio area \$7,000
- B) Purchase Alliant customer services on River Road in golf course area (Transfer Area E)
 - b1) Purchase Alliant facilities serving customers to be transferred \$25,353
 - b2) Estimated costs to tie in customers transferred \$5,000

2012 Total \$230,302

2013 Estimates

- A) Purchase Alliant facilities on STH 13 above Illinois Ave. (Transfer Area B)
 - a1) Purchase Alliant facilities on STH 13 \$55,582
 - a2) Construct feeder tie at River Road \$32,400
 - a3) Construct feeder tie on STH 13 at south end \$5,000
- B) Purchase Alliant facilities on Illinois Ave. & STH 23 (Transfer Area C)
 - b1) Purchase Alliant facilities \$26,151
 - b1a) Remove line on Illinois Ave \$16,700
 - b2) Purchase Alliant underground cable on STHs 13 and 16 (Transfer Area D) \$8,614
 - b3) Connect UG to Wis. Dells system with switchgear \$12,000
- C) Construct construction of metering on STH 23 with Alliant \$14,000
- D) Costs to finish 12 kV loop
 - d1) Unit 9 partial - Underground circuit along STH 16 south of STH 23 \$57,100
 - d2) Unit 11 - Voltage conversion along R/R \$7,500
 - d3) Unit 11A - Finnegan substation feeder exit \$17,200
- E) Costs to rebuild Wis Dells underbuild on west side Alliant line project \$99,300

2013 Total \$351,547

2014 Estimates

- A) Purchase Alliant facilities on northwest side (Transfer Area F)
 - a1) Purchase Alliant facilities \$97,467
 - a2) Construct all tie feeders to allow connection to system \$5,000

2014 Total \$102,467

*Revised Cost
\$224,280.81*

2015 Estimates

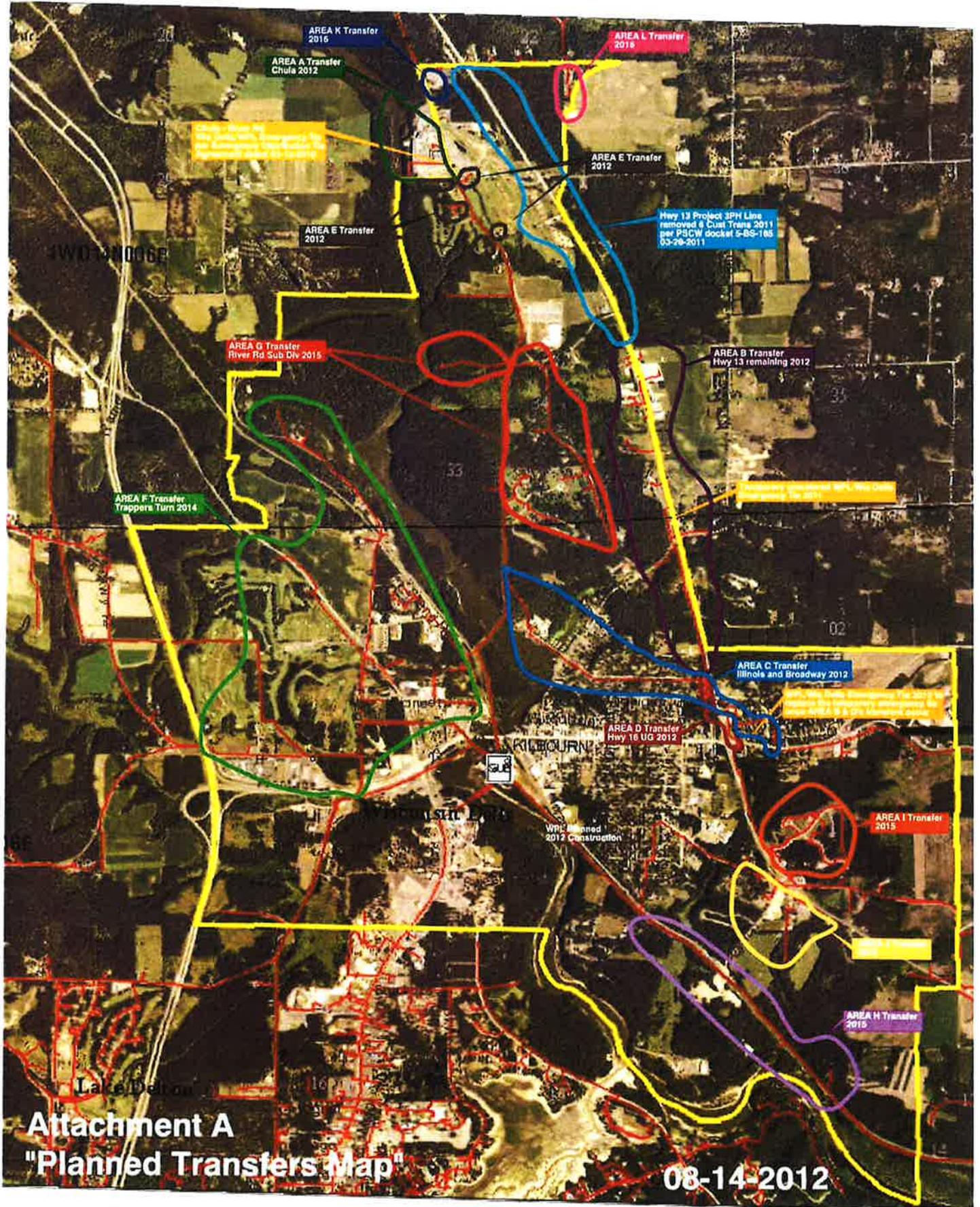
- A) Purchase Alliant facilities on River Road (Transfer Area G)
 - a1) Purchase Alliant facilities on River Road \$147,073
 - a2) Construct all tie feeders to allow connection to system \$13,200
- B) Purchase Alliant facilities by Saint Vincent, Deerwood Glen, and Lynch Rd
 - b1) Purchase Alliant facilities in Deerwood Glen, Saint Vincent (Transfer Area D) \$185,456
 - b2) Construct all tie feeders to allow connection to system \$21,600
 - b3) Purchase Alliant facilities in Lynch Rd. area (Transfer Area J) \$36,728
- C) Purchase Alliant facilities along R/R tracks (Cambria IPH - Transfer Area H)
 - c1) Purchase Alliant facilities along R/R tracks \$4,829
 - c2) Construct all tie feeders to allow connection to system \$1,500

2015 Total \$410,386

2016 Estimates

- A) Purchase Alliant facilities on Golden Road (Transfer Area K)
 - a1) Golden Avenue area purchase \$18,421
 - a2) Costs to tie in area purchased \$25,200
- B) Purchase Alliant facilities on 9th Avenue at Golden (Transfer Area L)
 - b1) Purchase Alliant facilities on 9th Avenue \$7,000
 - b2) Construct all tie feeders to allow connection to system \$25,000

2016 Total \$75,624





Task Order
(#00085092)

To: City of Wisconsin Dells
David Holzem
300 La Crosse St
Wisconsin Dells, WI 53965

Date of Issuance: 08-15-2019
MSA Project No.: 00085092

This task order will acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project:

Project Name: WDHS Utility Extensions/CTH A Roadway Improvements

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

The schedule to perform the work is: approximate start: Aug. 2019
approximate completion: Aug. 2020

The estimated fee for the work is: See attached scope and corresponding fees

This authorization for the work described above shall serve as the Agreement between MSA and OWNER. All services shall be performed in accordance with the Master Professional Services Agreement currently in force. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and materials basis. A list of reimbursable expenses is included on the attached rate schedule.

Master Services Limit of Cost for Professional Services (Section 1.3):

It is hereby acknowledged by Owner and Engineer that the estimated cost of professional services associated with this task order will exceed the cost threshold established in the Master Services Agreement dated February 6, 2012. Upon acceptance of this task order, all terms and conditions of the master services agreement will remain, with the exception of Section 1.3, limit of cost for professional services.

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 Agreement. A copy of this Agreement signed by the authorized representatives shall be returned for our files.

CITY OF WISCONSIN DELLS

Ed Wojnicz

Mayor

Date: _____

Attest: City Clerk

Clerk Name: Nancy Holzem

Date: _____

300 La Crosse St

Wisconsin Dells, WI 53965

Phone: 608-254-2012

Fax: nholzem@dellscitygov.com

MSA PROFESSIONAL SERVICES, INC.



Tim Mikonowicz

Team Leader

Date: 08-15-2019

1230 South Blvd

Baraboo, WI 53913

Phone: 608-355-8905

Fax: tmikonowicz@msa-ps.com

SCOPE OF SERVICES-ENGINEERING

WDHS Utility Extensions and CTH A Roadway Improvements
City of Wisconsin Dells

Project Description

The project includes installing a new 12-inch water main from USH 12/Pioneer Drive, north along USH 12 to the new high school property and 8-inch water main from the school to the northern limits of the school property near CTH A and Standrock Rd. The project also includes a new duplex submersible lift station at the intersection of CTH A and Commercial Ave, standby generator, and controls, rerouting of force main to public right of way, and gravity sanitary sewer from the lift station to the new high school. Roadway work will consist of improving CTH A and portions of Commercial Avenue from a rural section to an urban section with curb and gutter, storm sewer, roadway base, asphalt pavement, and a concrete multi-use path.

Design Phase Services

- Complete topographic survey of the roadway and utility project areas on County coordinate system.
- Coordinate geotechnical investigation (soil borings) to determine soil characteristics, presence of groundwater and depth to bedrock, including providing location and depth requirements. This information will also be used to design the pavement cross-section and identify groundwater and soil conditions for utility installation. ***The City has contracted directly with Chosen Valley Testing for this work for \$11,185. These costs will be invoiced directly to the City and therefore, not included as part of this task order.***
- Prepare 30% preliminary plan and profile drawings, including preliminary utility locations, lift station design, storm sewer routing, general roadway configuration, and R/W or easement needs, and review with City staff.
- Review existing lift station configuration, utility mapping, and R/W configurations.
- Attend one meeting with City to review 30% preliminary design and cost estimates.
- Attend project walk-thru on site to review preliminary plans, conflicts with trees, public and private utility conflicts, and sidewalk and driveway requirements.
- Revise preliminary plans based on comments from meetings and correspondence with City.
- Provide preliminary plans to utility companies (gas, telephone, electric and cable TV) for comments related to conflicts or required relocations.
- Coordination with WisDOT for work in R/W permitting and proposed utility alignments
- Prepare lift station design report and WDNR submittals.
- Submit WDNR sanitary sewer main and water main extension permits.
- 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 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

- 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)
- Attend and conduct the bid opening.
- Review bids and prepare bid tabulation.
- Prepare letter of recommendation and Notice of Award.
- Attend one Public Works/Council meeting to present bid results and recommend award
- Prepare and administer construction contracts.
- Reimbursables: Reproduction, Postage, Fax, UPS, Mileage.

Construction Phase Services

Construction Administration

- Attend and conduct one pre-construction meeting, and prepare minutes from that meeting and distribute to attendees.
- Review shop drawings and construction materials proposed by the contractor.
- Attend bi-weekly meetings with Contractor, staff and/or City officials to review construction progress (5 assumed).
- Review and recommend contractor's pay requests (4 assumed).
- Review change order requests and make recommendation to Owner (2 assumed).
- Attend lift station start-up and equipment training sessions.
- Attend one "walk-through" inspection with Owner's representative(s).
- Prepare "punch list" of items required for final completion of project.
- Issue and administer project closeout documents.
- Review contractor's notes and 'as-built' records and prepare reproducible record

drawings. Three copies of record drawings to be provided to the Owner.

- Prepare project cost breakdown with department allocation.
- Coordinate and attend an 11-month project review prior to expiration of one-year warranty period.
- Update City water, sanitary, and storm sewer maps/GIS database.
- Project administration and correspondence.
- Reimbursables: Reproduction, Postage, Fax, UPS, and Mileage.

Construction Staking

- Provide construction staking for:
 - Lift station, sanitary sewer, force main, water main and appurtenances, and storm sewer
 - Curb and gutter
 - Red-top gravel grades

Construction Observation

- Construction observation and documentation of major project components and critical operations consisting of:
 - An estimated 640 hours of construction observation and documentation by a Professional Engineer.
 - Reimbursables: Reproduction, Postage, Fax, UPS, GPS, Mileage

Additional Services (available but not included in the above Scope of Services)

- Publishing costs for public notices (including Advertisement for Bids).
- Geotechnical investigation cost
- Sanitary sewer televising cost
- Surveys including CSMs and Plats for properties and/or highway R/W.
- Land Acquisition and/or Eminent Domain Assistance
- Additional Meetings



SUMMARY OF FEES
 WDHS Utility Extensions and CTH A Roadway Improvements
 City of Wisconsin Dells

| Service | Estimated Fee (Hourly Basis) |
|--|------------------------------|
| Engineering | |
| <i>Design</i> | \$147,900 |
| <i>Bidding and Contract Administration</i> | \$8,150 |
| <i>Construction Administration</i> | \$38,800 |
| <i>Construction Staking</i> | \$9,300 |
| <i>Construction Observation</i> | \$95,225 |
| Total | \$299,375 |
| | |
| | |

Other Estimated Costs (invoiced directly to the City)

| Item | Estimated Cost |
|----------------------------|----------------|
| Geotechnical Investigation | \$11,185 |
| | |

**ATTACHMENT A:
RATE SCHEDULE**

| <u>CLASSIFICATION</u> | <u>LABOR RATE</u> |
|--|-------------------|
| Architects | \$111 – \$170/hr. |
| Clerical | \$ 55 – \$110/hr. |
| CAD Technician..... | \$ 65 – \$125/hr. |
| Geographic Information Systems (GIS) | \$ 94 – \$138/hr. |
| Housing Administration..... | \$ 68 – \$115/hr. |
| Hydrogeologists..... | \$114 – \$147/hr. |
| Planners | \$ 89 – \$160/hr. |
| Principals..... | \$180 – \$250/hr. |
| Professional Engineers..... | \$ 85 – \$153/hr. |
| Project Manager..... | \$ 85 – \$180/hr. |
| Professional Land Surveyors..... | \$ 79 – \$160/hr. |
| Staff Engineers..... | \$ 74 – \$144/hr. |
| Technicians | \$ 65 – \$125/hr. |
| Wastewater Treatment Plant Operator..... | \$ 72 – \$ 92/hr. |

REIMBURSABLE EXPENSES

| | |
|---|-------------------------|
| Copies/Prints | Rate based on volume |
| Fax | \$1.00/page |
| GPS Equipment..... | \$40/hour |
| Mailing/UPS..... | At cost |
| Mileage – Automobile (currently \$0.545/mile) | Rate set by Fed. Gov. |
| Mileage – MSA Truck | \$0.70/mile |
| Nuclear Density Testing | \$25.00/day + \$10/test |
| Organic Vapor Field Meter..... | \$100/day |
| PC/CADD Machine..... | Included in labor rates |
| Stakes/Lath/Rods | At cost |
| Total Station | Included in labor rates |
| Travel Expenses, Lodging, & Meals | At cost |
| Traffic Counting Equipment & Data Processing..... | At cost |
| Trimble Geodimeter..... | \$30/hour |

Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2020.

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

Item # 7

**Off-Site Infrastructure Improvements
WDHS Project**

| Item | Description | Construction Subtotal | Soft Costs Subtotal | Total Project Cost | Project Budget per WDSB | Funding Needed | Proposed | | |
|------|----------------|--|---------------------|--------------------|-------------------------|----------------|-----------------|-----------------|--------------|
| | | | | | | | School District | City of WD | |
| 1 | Water Main | New 12 Inch to School Connection | \$ 697,675 | \$ 104,651 | \$ 802,326 | \$ 797,790 | \$ 4,536 | \$ 802,326.00 | \$ - |
| 2 | Sanitary Sewer | Lift Station, Generator, and Gravity Sewer | \$ 898,150 | \$ 134,723 | \$ 1,032,873 | \$ 663,543 | \$ 369,330 | \$ 1,032,873.00 | \$ - |
| 3 | CTH A Roadway | USH 12/16 to 50 ft passed Main School Entrance | \$ 406,164 | \$ 60,925 | \$ 467,089 | \$ 452,475 | \$ 14,614 | \$ 467,089.00 | \$ - |
| 4 | Modified TWSC | USH 12/16 Intersection w Turn Lanes | \$ 400,000 | \$ 60,000 | \$ 460,000 | \$ 103,692 | \$ 356,308 | \$ 460,000.00 | \$ - |
| 5 | Roundabout | USH 12/16 Intersection Control | \$ 1,300,000 | \$ 195,000 | \$ 1,495,000 | \$ 103,692 | \$ 1,391,308 | \$ - | \$ - |
| | | | | | | | | | |
| | | Total Modified Turn Lanes (Items 1-4) | \$ 2,401,989 | \$ 360,299 | \$ 2,762,288 | \$ 2,017,500 | \$ 744,788 | \$ 2,762,288 | \$ - |
| | | Total Roundabout (Items 1-3, 5) | \$ 3,301,989 | \$ 495,299 | \$ 3,797,288 | \$ 2,017,500 | \$ 1,779,788 | | \$ 1,035,000 |

Total Cost of Off-site Infrastructure & Roundabout: \$ 3,797,288

| City's Funding | |
|----------------|---------------------|
| PRT - Econ | \$ 850,000 |
| TIF #4 | \$ 200,000 |
| | <u>\$ 1,050,000</u> |

Karen Terry

Item # 8

From: Tim Mikonowicz [Tmikonowicz@msa-ps.com]
Sent: Monday, August 12, 2019 3:25 PM
To: Karen Terry
Cc: David Holzem; Nancy Holzem; Chris Tollaksen
Subject: RE: Elm Street Plaza

Folks;

In addition to John's memo, here are some additional thoughts in regards to the Elm St Plaza proposal.

1. Although John's estimates have a wide range from low to high, due to a seemingly wide open scope at this point, I tend to concur that the plaza surface enhancements could be in the range of \$500k to \$700k.
2. Add to that the storm sewer additions/relocates (assumes: 4 new inlets, 150' of 15" HDPE, existing removals and connections) = \$25k
3. And the water main replacement to ductile iron (assumes: 200' of 8" ductile, valves, (4) 1" services and brass, 1 hydrant, and removals) = \$45k (does not include the cost of a fire protection line to the renovated building. This is typically assessed to the property owner.)
4. The plaza would create a dead-end for north bound traffic on Elm, and traffic would need to exit that position either through one of the alleys east/west or we would need to create a turnaround at the south end of the plaza in Elm St to accommodate this movement for standard vehicles and Fire/EMS vehicles. Likely resulting in a loss of on-street parking on Elm, south of the plaza.
5. The existing Chalet building appears to have a R/W encroachment of around 15' into the Elm St R/W. This makes it complicated to determine the limits of the City's responsibility for plaza surface enhancements. The City could vacate that 15' of R/W and transfer it the private property owner, eliminating the encroachment issues, or, since I'm not a big fan of vacating R/W, issue a non-conforming certificate to the private property owner making the private entity responsible for all items associated with or contained within the encroachment area.
6. Dave and I had a brief discussion today regarding the condition of Elm St from the south end of the proposed plaza to Washington. In summary, that section of Elm St is not in good condition and may be considered for reconstruction in conjunction with the plaza creation. If the project limits are expanded from Broadway to Washington, total project costs could reach \$1.0M to \$1.2M.

The take away is, there are a lot of loose ends at this point to "dial in" a representative project cost estimate to be used for City budgeting purposes. Suggest we all get together at some point in the near future to discuss the items/issues listed above and develop a more detailed plan to move ahead.

Questions/comments welcomed.....

-Tim

From: Karen Terry <kterry@dellscitygov.com>
Sent: Monday, August 12, 2019 11:04 AM
To: Tim Mikonowicz <Tmikonowicz@msa-ps.com>
Subject: RE: Elm Street Plaza

Yes, we would be reusing everything possible.

Benches
Table & Chairs
Umbrellas
Planters
LED Lights
Garbage Cans

Karen Terry CMTW

To: City of Wisconsin Dells
From: John M. Langhans, P.E.
Subject: Potential Permanent Public Plaza Cost Estimate
Date: August 8, 2019

We understand that there is renewed interest in a public plaza associated with a potential offer to purchase on a commercial property.

We offer the following insight in regards to planning level cost estimates associated with potential permanent plaza development.

- The “Brooks Report” estimated approximately \$2.2 million for a public plaza that would complimentary to a public Market
- The River Arts District CIP (see attached) estimated a budget of \$1.5 million for a high-end plaza at a location to be determined.
- The former temporary (pilot) plaza on Oak Street was implemented for about \$170,000. Karen Terry will be able to verify the final actual number.
- Past costs are available for the Café Zone Work
- A proposed shelter is envisioned at the Elm St. Plaza. MSA has cost data on similar structure constructed in 2013. The structure is very similar to what is shown in the proposed Elm St. rendering and the “patio” surface features are a decorative yet simpler approach as compared to the café zone applications.

The proposed plaza location on Elm St. from Broadway to the alley is approximately 80’x120’ or 9,600 SF. For estimating purposes, we will assume an area of 10,000 SF. We have previous cost data for the café zones that are similar public space with similar amenities. The café zones cost approximately \$56 to \$68/SF to construct in 2016. This cost for per SF is derived by taking the total costs for all café zone work/features and dividing by the total square footage of café zone. For the purposes of this estimating exercise, I will assume \$60/SF for a higher-end approach. The surface features (simple slab, colored concrete, brick pavers) for the example shelter project were more “utilitarian” and constructed at a cost of \$13/SF in 2013. For the purposes of this estimating exercise, I will use \$25/SF for a “lower-end” approach. The shelter was a “kit shelter” and the cost for the shelter and adjacent shelter slab was approximately \$100,000 in 2013. I will assume \$150,000 for structure costs in this exercise to account for inflation and potential higher end decorative features on this structure.

Elm Street Plaza – Planning Level Cost Estimates

| High- End | | | | |
|--------------------------------|----------|------|----------------|------------------|
| | Quantity | Unit | Unit Price | Total |
| Shelter/Slab | 1 | LS | \$150,000 | \$150,000 |
| Surface Enhancements | 10,0000 | SF | \$60 | \$600,000 |
| 10% Contingency | 1 | LS | \$75,000 | \$75,000 |
| Design & Construction Services | 1 | LS | \$110,000 | \$110,000 |
| | | | | |
| | | | Total = | \$935,000 |

| Low- End | | | | |
|--------------------------------|----------|------|----------------|------------------|
| | Quantity | Unit | Unit Price | Total |
| Shelter/Slab | 1 | LS | \$150,000 | \$150,000 |
| Surface Enhancements | 10,0000 | SF | \$25 | \$250,000 |
| 10% Contingency | 1 | LS | \$40,000 | \$40,000 |
| Design & Construction Services | 1 | LS | \$70,000 | \$70,000 |
| | | | | |
| | | | Total = | \$510,000 |

For planning purposes, I would recommend a budget of \$700,000.

**REPRESENTATIVE PHOTOS OF EXAMPLE SHELTER AND SURFACE TREATMENTS
(LOW-END SURFACE TREATMENTS)**





