



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

Brian Landers
Mayor
Date: _____

MSA PROFESSIONAL SERVICES, INC.
Kevin J. Ruhland

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

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

Clerk Name: Nancy R. Holzem
Date: _____

Michael J. Statz

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

300 LaCrosse Street
Wisconsin Dells, WI 53965
Phone: 608-254-2012

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

**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.

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

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 lines 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. The LaCrosse Street crosswalk will be considered in this analysis.

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 (items 1 through 5 below) as the “basis of design”. It is understood that alternative solutions may be identified/selected by the City. However, for purposes of our scope/fee estimate, we have to make assumptions in regards to the “basis of design”. If Task 1B determines a final design alternative solution that differs from the basis of design, a contract amendment to address additional scope elements will be discussed if necessary.

Basis of Design:

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. If additional pedestrian crossings of Broadway are desired at the Eddy Street intersection, a contract amendment may be necessary as noted above.

2. Pavement Markings will include the restriping of Eddy Street and one pedestrian crossing of Broadway at Eddy Street. If additional pedestrian crossings of Broadway are desired at the Eddy Street intersection, a contract amendment may be necessary as noted above. 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 (included for reference only)

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 --

Café Zone

200 Block north

Total Furnishing Estimate – \$34,814 (Removed tree, potential replace with 4 top)

Tables, Chairs, Umbrellas Total - \$20,309

East - \$7,159

West - \$13,150

Space

Total

34 - 38 seats + 2 benches (Removed tree, potential replace with 4 top)

~1125 sq ft = 75 x 15

\$5625 = 1125 x \$5

Inside Seat wall

34 - 38 seats + 2 benches

~~750 sq ft = 75 x 10

\$3750 = 487.5 x \$5

East ½ - Inside seat wall- (Seat cost = \$7,159) – Cheesecake Heaven

12 seats

~224 sq ft = 28 x 8

\$1,120 = 224 x \$5

\$715.90 = \$7,159 x 10%

\$1,835.90 = Total Use agreement

West ½ – Inside seat wall (Seat cost \$13,125)

18 seats

~315 sq ft = 31.5 x 10

\$1,575 = 315 x \$5

\$1312.5 = \$13,125 x 10%

\$2,887.50 = Total Use agreement

Café Zone

200 Block south

Total Furnishing Estimate – \$33,130

Tables, Chairs, Umbrellas Total - \$17,625	\$587 / seat
West - \$8,175	\$583 / seat
East - \$9,450	\$591 / seat

Space

Total

30 seats + 2 benches

~825 sq ft = 75 x 11

\$4,125 = 825 x \$5

Inside Seat wall

30 seats + 2 benches

~~450 sq ft = 75 x 6

\$2,250 = 450 x \$5

West ½ Macs – Inside Seat wall (seating cost \$8,175)

14 seats

~150 sq ft = 25 x 6

\$750 = 150 sq ft x \$5

\$818 = \$8,175 x 10%

\$1,558 = Total Use agreement

East ½ - Inside Seat wall (seat cost \$9,450)

16 seats

~225 sq ft = 35 x 6.4 - 25 sq ft (tree grate)

\$1,125 = 225 x \$5

\$945 = \$9,450 x 10%

\$2070 = Total Use agreement

**CITY OF WISCONSIN DELLS
BROADWAY CAFÉ AREA
NON-EXCLUSIVE USE AGREEMENT**

This Broadway Café Area Use Agreement is by and between the City of Wisconsin Dells ("City"), and _____ (User).

RECITALS:

- A. City of Wisconsin Dells has installed permanent café areas in the Broadway right-of-way.
- B. User operates a dining establishment located at _____ Broadway which is adjacent to Café Area _____ which is located as depicted in Exhibit A attached.
- C. User has requested the City's permission to utilize and maintain furniture, fixtures and equipment in the designated café area; and to provide table service of food and beverages to customers in the designated café area.
- D. This Agreement establishes the party's respective rights and obligations regarding user's use of the designated Broadway Café area.

AGREEMENT

- 1. User is granted a non-exclusive right to use the designated Broadway café area in connection with its food and beverage establishment.
- 2. The area may be used by User between the following dates: _____ and _____.
- 3. User and its patrons will make use of the public furnishings, fixtures and equipment (FF&E) installed in the café area.
- 4. User shall pay compensation for this non-exclusive use in the amount of \$ _____ on or before April 1. Compensation shall be as follows: \$5.00/square foot of the area used; and, a contribution to the cost of the FF&E as determined by the City.

5. The following conditions are attached to this Privilege Agreement:
- a. User shall be responsible for the prompt and satisfactory disposal of waste and trash; and, cleaning and sweeping; and assuring that FF&E in the ROW does not impede or interfere with pedestrian or motor vehicle traffic.
 - b. User shall restrict and regulate the volume of noise and amplified sound which shall be for ambiance only, not promotion or advertising.
 - c. Food and beverage service in the area shall be available only when user's business is open for interior food and beverage service.
Smoking is/is not allowed.
 - d. Site specific signage approved by the Design Review Committee may be installed.
 - e. The provisions of City Code Sec. 19.907 "Sidewalk Café" apply and are incorporated by reference.
 - f. Site specific conditions: _____
 - g. City may impose additional conditions based upon operations and experience.
6. User may sell and serve, but not dispense, alcohol beverages in the designated area provided that:
- a. The area is included in the premises' description of User's Class B license.

- b. User acts reasonably to monitor and prevent underage consumption; and
 - c. User acts reasonably to monitor and prevent nuisance behavior and conduct associated with alcohol beverage availability and consumption.
 - d. Hours: between 11:00 a.m. to 10:00 p.m.
 - e. Signage shall provide adequate notice of hours.
7. User is responsible for all damages to persons or property by reason of or connected to the use of the area and shall indemnify, defend and hold harmless the City and provide insurance and proof of insurance as follows:

The user shall be liable to and shall indemnify, defend and hold harmless the City, and its officers, officials, agents and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents, or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons arising from, in connection with, caused by or resulting from the acts or omissions of the user or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of this Agreement.

8. The City may terminate this Agreement at any time if the City determines in its sole discretion that public necessity and convenience require termination. The City may terminate the Agreement as follows:
 - a. in an emergency, immediately and without notice; or
 - b. in a non-emergency, by notice provided not less than five (5) days before termination.
9. User shall be responsible for all costs and expenses associated with its non-exclusive use of the designated area including, without limitation, cleaning and sweeping and the repair and maintenance of its furniture, fixtures and equipment in the area.
10. If User does not adequately maintain the area or fails to remove its property from the area the City may act as it deems necessary and at User's expense which, if not paid, may be levied and collected, without notice, as a special charge against the user's property pursuant to Wis. Stat. sec. 66.0627.
11. This agreement evidences a non-exclusive use granted by the City and does not create or confer upon User any vested property rights.
12. User may not assign or transfer this privilege without the City's consent.
13. User explicitly acknowledges and agrees that:
 - a. no property right is conferred by this Agreement for the use of the Broadway Café area.
 - b. City is not empowered to grant permanent or perpetual use of the right-of-way for private purposes.

- c. City may order the locations and/or uses within the right-of-way to cease and desist if, for any reason, the City determines the right-of-way is needed for a public use and should be cleared of any and all obstructions; and User shall not be entitled to any compensation should the City elect to do so.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/Administrative
Coordinator

USER

Date: _____

By: _____
Name: _____
Its: _____

Documented drafted by:
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