

PROFESSIONAL SERVICES AGREEMENT
00-2018-153 La Crosse, WI Bicycle Economic Impact Study

PREAMBLE

This Agreement, effective as of **August 1, 2018**, is by and between **Alta Planning + Design, Inc.**, hereinafter called "**CONSULTANT**", and **City of La Crosse**, hereinafter called "**CLIENT**".

The CLIENT has need for the services of a professional firm with the particular training, ability, knowledge, and experience possessed by the CONSULTANT; therefore, subject to the terms and conditions set forth below, the parties hereto mutually covenant and agree as follows:

1. SCOPE OF AGREEMENT

The CONSULTANT shall perform its duties and obligations under this Agreement ("**Services**") as outlined in the Agreement documents, consisting of the terms and conditions set forth herein, the attached Exhibits, and any Work Order(s) and/or amendments referencing this Agreement as may be executed by written agreement of the parties. In the event of any conflict between the Agreement documents, the relevant Work Order(s) and Exhibits attached thereto shall supersede. If CLIENT is bound to a Prime Agreement with a project OWNER in connection with any Services authorized hereunder, CONSULTANT shall be bound to the applicable portions thereof that prescribe CONSULTANT's obligations to CLIENT and OWNER.

This Agreement represents the entire understanding between the parties and shall supersede any prior representation or Agreement, written or oral. The parties hereby acknowledge and represent that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement.

2. PAYMENT

Amount of Payment: CONSULTANT shall be compensated for all goods, materials, expenses, and services as set forth in all attached Work Order(s) and Exhibits. Any hourly rates listed are applicable to the current calendar year and may be updated annually.

Invoicing and Manner of Payment: The invoices shall describe the Services performed, as detailed in any attached Work Order(s) and/or Exhibits. CONSULTANT shall send invoices to CLIENT's Technical Representative, as identified in any relevant Work Order or Exhibit. CLIENT shall render payment upon any acceptable invoice within 15 days following receipt from CONSULTANT.

3. STANDARD OF CARE

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locale. Consultant shall not be held responsible for any defects or delays caused by events outside of Consultant's reasonable control. CLIENT acknowledges CONSULTANT has no obligation to commence work for the project(s) under this Agreement until this Agreement and any relevant Work Order(s) are fully executed and effective. CONSULTANT's completion shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to any default or defect in CONSULTANT performance.

4. TERMINATION

A. Parties' Right to Terminate for Convenience: This Agreement may be terminated at any time by mutual written consent of the parties.

- B. CLIENT's Right to Terminate for Convenience:** CLIENT may terminate this Agreement for any reason after 10 days' prior written notice to CONSULTANT.
- C. CONSULTANT's Right to Terminate for Cause:** CONSULTANT may terminate this Agreement after 10 days' prior written notice to CLIENT if CLIENT breaches this Agreement or fails to pay CONSULTANT pursuant to the terms of this Agreement and CLIENT fails to cure within 10 business days after receipt of CONSULTANT's notice, or such longer period of cure as CONSULTANT may specify in such notice.
- D. Remedies:** In the event of termination, CONSULTANT shall be entitled to full payment from CLIENT for Work completed through the date of termination. CLIENT shall have any remedy available to it in law or equity.

CONSULTANT's Tender Upon Termination: Upon receiving or issuing a notice of termination of this Agreement, CONSULTANT shall immediately cease all activities under this Agreement, unless otherwise agreed by the parties.

5. INSURANCE

The CONSULTANT shall obtain prior to the commencement of the Agreement, and shall maintain in full force and effect for the term of this Agreement, at the CONSULTANT 's expense, a commercial general liability policy and automobile liability insurance policy for the protection of the CONSULTANT, its officers, agents, and employees and the CLIENT. If the insurance policy is issued on a "claims made" basis, then the CONSULTANT shall continue to obtain and maintain coverage for not less than three years following the completion of the Agreement. The policy shall be issued by a company authorized to do business in the project area, protecting the CONSULTANT against liability for personal and bodily injury, contractual liability, death and property damage, and any other applicable losses or damages as follows:

- (a) Commercial General Liability with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate,
- (b) Automobile Liability with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage, and
- (c) Umbrella Liability with a limit of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage in excess of coverage carried for commercial general liability and automobile liability.

The insurance company shall provide the CLIENT with a certificate of insurance and an endorsement thereto naming the CLIENT as an additional primary insured. The certificate of insurance shall ensure if any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

6. PROFESSIONAL LIABILITY INSURANCE

The CONSULTANT shall provide the CLIENT evidence of professional liability coverage in an amount not less than \$1,000,000 per claim. The CONSULTANT shall keep in force the professional liability policy for at least one year after the expiration of the Agreement with the CLIENT.

7. PUBLICATION RIGHTS/RIGHTS IN DATA

The final reports or products shall become the property of the CLIENT upon final payment to the CONSULTANT following termination or completion of the Services under this Agreement. Any unauthorized transfer, reproduction or re-use of products delivered by CONSULTANT in connection with Services performed under this Agreement shall be at CLIENT's sole risk. The CONSULTANT accepts no responsibility for the use of the product beyond the intended purpose of this Agreement.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the project pursuant to this Agreement, shall become exclusively the property of the CONSULTANT.

The ideas, concepts, know-how or techniques relating to data processing developed during the course of this Agreement by the CONSULTANT or CLIENT personnel, or jointly by the CONSULTANT and CLIENT personnel, can be used by either party in any way it may deem appropriate at their sole risk.

Material already in the CONSULTANT's possession, independently developed by the CONSULTANT outside the scope of this Agreement or rightfully obtained by the CONSULTANT from third parties, shall belong to the CONSULTANT.

8. CHANGES

This Agreement may be amended only by written instrument signed by both the CONSULTANT and the CLIENT.

10. LEGAL VENUE

The terms of this Agreement shall be interpreted and governed according to the laws of the state in which the majority of the project work is performed.

11. DISPUTES

Prior to filing any claims related to this Agreement in the court of law, the parties shall endeavor in good faith to resolve disputes arising in connection to this agreement by a panel consisting of authorized representatives with the authority to execute agreements between the parties.

Alta Planning + Design, Inc.

City of La Crosse

George Hudson
By: George Hudson (Jul 26, 2018)
Name: George Hudson

By: Timothy Kibat
Name: TIMOTHY KABAT

Title: CEO as duly authorized

Title: MAYOR

Date: 07/25/2018

Date: 07/25/2018

Business Address:
711 SE Grand Avenue
Portland, OR 97214
503-230-9862 phone
Employer ID #: 68-0465555

Address:
400 La Crosse Street
La Crosse, WI 54601
608-789-7512 phone

WORK ORDER NO. 1

In accordance with the Professional Services Agreement between **Alta Planning + Design, Inc.** ("**CONSULTANT**"), and **City of La Crosse** ("**CLIENT**"), dated **August 1, 2018**, this Work Order describes the scope, schedule, and payment terms for **CONSULTANT**'s Services on the Project known as:

00-2018-153 La Crosse, WI Bicycle Economic Impact Study

CONSULTANT Technical Representative: Rose Ryan
Address: **Alta Planning + Design, Inc.**
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503-230-9862
Email: roseryan@altaplanning.com

CLIENT Technical Representative: Lewis Kuhlman
Address: **City of La Crosse**
400 La Crosse Street
La Crosse, Wisconsin 54601
Telephone No.: 608-789-7512
Email: kuhlmanl@cityoflacrosse.org

SERVICES. The Services shall be described in the Exhibit(s) to this Work Order.

SCHEDULE. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT & INVOICES. For satisfactory completion of the Services described herein, **CONSULTANT** shall invoice **CLIENT** for a total amount not to exceed **\$ 40,000.00**, in accordance with the Schedule of Fees and Charges attached to this Work Order. The hourly rates listed (if any) are for the current calendar year and may be updated annually. The staff, labor categories and hours listed are subject to change as needed during the course of the performance of Services.

Services performed under this Work Order will be billed on a Lump Sum basis. Invoices will be submitted monthly showing progress toward milestones or current percent complete for each task.

TERMS AND CONDITIONS. The terms and conditions of the Professional Services Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of duly authorized representatives of the parties.

Alta Planning + Design, Inc.

George Hudson
George Hudson (Jul 26, 2018)

Signature

Jul 26, 2018

Date

George Hudson, CEO, as duly authorized

City of La Crosse

Timothy Kubit 07/25/2018
Signature Date

TIMOTHY KUBIT, MAYOR
Printed Name, Title

**Exhibit A
Services**

Task 1: Project Management

Alta's Project Manager, Rose Ryan, will be the main point of contact for this project and will provide regular updates to the City of La Crosse. Rose will provide accurate project invoicing with summaries of work completed each month. Rose will also oversee the quality control process throughout the life of the project.

Rose will facilitate an in-person project kickoff meeting. The Economic Analysis Lead and Graphic Designer will be available on a video or conference call. The purpose of this meeting will be to discuss data needs, City priorities, and set the direction for the graphic style of the Economic Impact Report. Alta will provide a data request memo and graphic design intake questionnaire prior to the meeting.

Deliverables:

- Meeting agendas and notes
- Data request memo
- Graphic design intake questionnaire

Task 2: Economic Impact Analysis

The impact analysis will focus on the impacts of existing bicycle infrastructure, as well as the impacts of building out the entire bicycle network envisioned in the La Crosse Bicycle and Pedestrian Master Plan.

Demographic Analysis

Alta will identify communities within La Crosse that have direct access to existing bicycle facilities. Alta will work with the City of La Crosse to establish a threshold for direct access and will use the most recent Longitudinal Employer-Household Dynamics (LODES) employee data and the most recent five-year American Community Survey population, commute, sociodemographic, and economic data to identify the communities that meet that threshold and fall outside of it. The analysis will help identify populations that would most benefit from increased access to the bicycle network.

Benefits Analysis

Quantifying the benefits associated with La Crosse's bicycle network will help highlight the economic impact that investments in bicycle infrastructure have had in the community. Alta's analysis will build off an initial sketch demand analysis of bicycling trips to quantify the transportation, environmental, public health, and economic benefits associated with bicycling in La Crosse.

Sketch Demand Analysis

Alta will conduct a high-level, sketch analysis of citywide bicycling rates. We will use the most recent five-year American Community Survey bicycle commute data as a baseline and then extrapolate to all trip purposes using regional or national household travel survey data, depending on availability. The resulting estimate of citywide bicycle trips and an estimate of the number of motor vehicle trips they offset will serve as the foundation for benefit estimates.

Transportation Benefits

Alta will quantify the transportation benefits associated with bicycling in La Crosse. Building on the sketch demand, Alta will estimate the range of potential cost savings resulting from a decrease in motor vehicle trips, including citywide roadway maintenance, motor vehicle collisions, household transportation spending, and traffic congestion. The estimates will be based on federal research and national cost saving averages.

Environmental Benefits

Alta will quantify the environmental benefits associated with bicycling in La Crosse. Using the estimates in the sketch demand analysis of the number of motor vehicle trips offset by bicycling, Alta will estimate the associated reduction in greenhouse gas and criteria pollutants, and then will quantify the cost savings associated with their mitigation.

Public Health Benefits

Alta will quantify the public health benefits associated with bicycling in La Crosse. Using data collected in the demographic and sketch demand analyses, Alta will estimate the number of persons meeting the Centers for Disease Control and Prevention's physical activity guidelines through bicycling. Alta will then quantify the healthcare cost savings associated with existing bicycling rates.

Economic Benefits

Building on existing economic development research for the region and data available from the La Crosse Area Chamber of Commerce, Alta will work to estimate the direct and indirect economic benefits associated with bicycling in La Crosse. Alta will use Bureau of Labor Statistics' Consumer Expenditure Survey (CEX) data via ESRI to estimate known consumer spending on durable goods in La Crosse associated with bicycling. In addition, Alta will extrapolate from available local bicycle counts and completed intercept surveys (depending on availability) to estimate non-local spending. Alta will then use multiplier data from the Bureau of Economic Analysis' Regional Input-Output Modeling System (RIMS II) to estimate indirect economic activity, including wages and jobs supported indirectly by local and non-local bicycle-related spending.

Property Value Analysis

Alta will complete a high-level analysis of the change in property values associated with proximity to existing paths and greenways in La Crosse. Using existing research on the property value impacts of active transportation infrastructure and property value data provided by the City of La Crosse, Alta will estimate the net change in property value associated with residential properties within a set distance of existing paths and greenways.

Technical Memorandum

Alta will summarize the results of the demographic, benefits, and property value analyses into a draft technical memorandum. The memorandum will help contextualize the estimated benefits through a discussion about community needs. Following a single set of consolidated comments from the City of La Crosse, Alta will provide a final technical memorandum.

Deliverables:

- Draft technical memorandum
- Final technical memorandum

Task 3: Economic Impact Report

Alta will pull the results of the Economic Impact Analysis into a user-friendly, graphically-appealing promotional document suitable for distribution to the public, interested stakeholders, elected officials, and current and potential funders. The City will provide any available, locally-relevant photo images for use in the final document.

Alta will provide an outline for the design of the final report. Following one (1) round of client comment, Alta will develop the draft final report. Following one (1) round of client comment on the draft final report, Alta will revise and finalize the promotional document.

A PowerPoint presentation will be provided for use by the Client in any future presentations.

Deliverables:

- One (1) draft report template (digital PDF format)
- One (1) draft final report (digital PDF format)
- One (1) final report (digital PDF format; one printed hard copy)
- One (1) digital file of PowerPoint slides

Task 4: Public Presentation of Study Results

Alta will facilitate a public presentation of the results of the Economic Impact Study. The presentation could be at a stand-alone open house to share the results of the study, or it could be part of a different meeting. At the meeting, Alta's project manager will deliver a presentation highlighting the economic impacts and benefits of bicycling in La Crosse. This will be an in-person meeting. Alta will prepare and print up to five (5) meeting boards to communicate key impacts and benefits. The event will be an opportunity for City of La Crosse staff to communicate their vision as well. Stakeholders and general public will have an opportunity to ask questions and provide feedback.

Deliverables:

- One (1) PowerPoint presentation for the public event
- Up to five (5) meeting boards

Exhibit B
Estimated Schedule

Project Schedule

La Crosse Bicycle Economic Impact Study

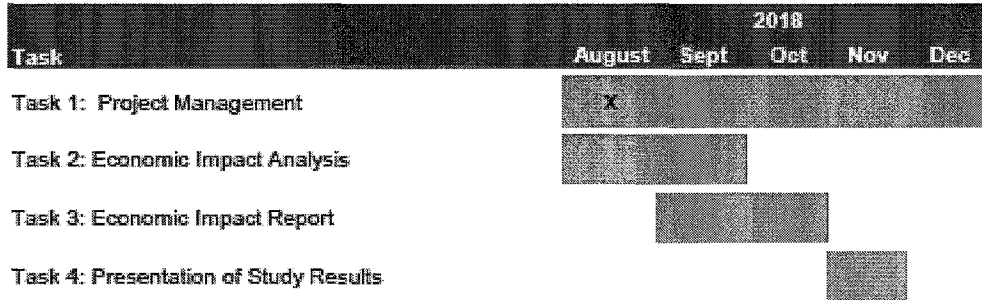


Exhibit C
Schedule of Fees and Charges

TASK	Principal- in- Charge Paul Wojciech ow/ks)	Project Manager Rose Ryan	Economic Analysis Specialist Kyle James	Graphic Designer Cat Cheng	Task Hours	Total Task Fee
	<i>2018 Hourly Rate*</i>					
	\$205	\$129	\$129	\$115		
1 Project Management	2	14	4	4	24	\$3,192
Project management and kickoff	2	14	4	4	24	\$3,192
2 Economic Impact Analysis	2	18	100	0	120	\$15,632
Economic impact analysis	2	18	100		120	\$15,632
3 Economic Impact Report	3	22	30	60	115	\$14,223
Draft report	2	10	20	40	72	\$8,880
Final report	1	4	8	16	29	\$3,593
Powerpoint		8	2	4	14	\$1,750
4 Presentation of Study Results	0	20	8	20	48	\$5,912
Meeting preparation		10	8	20	38	\$4,622
Meeting attendance		10			10	\$1,290
Staff Hours	7	74	142	84	307	\$38,959
Reimbursable Expenses & Travel						\$1,041
Project Total	\$1,435	\$9,546	\$18,318	\$9,660		\$40,000

GENERAL NOTES:

* Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project.

* Hourly rates are for calendar year 2018, and will be adjusted if work is continued into subsequent year(s).

00-2018-153 PSA + WO#1- part signed

Adobe Sign Document History

07/26/2018



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