

In accordance with the STANDARD TERMS AND CONDITIONS attached and incorporated as Exhibit D, this Agreement is by and between Alta Planning + Design, Inc. ("CONSULTANT"), and City of La Crosse ("CLIENT"), and dated May 5, 2023. This Agreement describes the scope, schedule, and payment terms for CONSULTANT's Services on the Project known as:

00-2023-068 La Crosse, WI Bicycle & Pedestrian Master Plan Update

CONSULTANT Technical Representative: Matthew Dyr Dahl
Address: Alta Planning + Design, Inc.
711 SE Grand Avenue
Portland, Oregon 97214
Telephone No.: 503.230.9862
Email: matthewdyrdahl@altago.com

CLIENT Technical Representative: Jenna Dinkel
Address: City of La Crosse
400 La Crosse St
La Crosse, WI 54601
Telephone No.: 608-789-8676
Email: dinkelj@cityoflacrosse.org

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

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 \$ 119,807, in accordance with the Schedule of Fees and Charges attached to this Agreement. 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 Agreement will be billed on a Time-and-Materials basis. Invoices will be submitted monthly showing labor furnished and expenses incurred for each task.

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

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

Alta Planning + Design, Inc.

Natalie Lozano

Natalie Lozano (May 8, 2023 08:03 PDT)

Signature

Date

City of La Crosse

Signature

Date

Natalie Lozano, Vice President, as duly authorized

Exhibit A
Services

Scope of Work

Task 1.1 Project Management

Open communication with our clients results in a more successful process and deliverables. Alta's Project Manager will hold biweekly progress meetings via phone or video conferencing with the City of La Crosse Project Manager to have a scheduled and consistent point of contact throughout the planning process. SEH will join progress calls as appropriate and will maintain contact with Alta regarding progress, budget, and schedule adherence.

This task will also include time for billing, preparation, and submission of the digital copies of the draft and final plan and other administrative costs as necessary to complete the project. (RFP Tasks 3.1 & 5.1).

Task 1.1 Deliverables

- Refined scope of work and schedule
- Biweekly progress calls
- Monthly invoicing and expense documentation

Task 2.1 Information Collection Phase

Alta's approach to information collection will provide the planning process with a solid foundation, grounded in a clear understanding of current practices and on-the-ground conditions in La Crosse, how they compare to similar communities, and the degree to which they align with national best practices.

Data Collection

Data Request

Alta will prepare a data request memo encompassing planning documents and GIS data needed to support the plan development.

Bicycling Facility Assessment

Alta will develop a web app for collecting crowd-sourced information on existing bike parking locations, potentially including more detailed information such as bike rack style and capacity. Members of the public will also be invited to share locations where more bike parking is needed. Alta will review the submitted data and prepare a summary of the data (RFP Task 2.1.7).

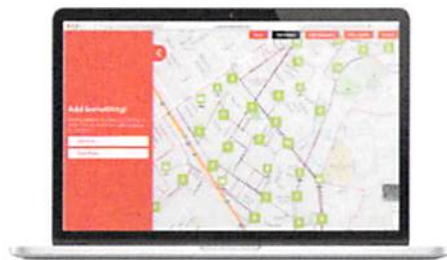
Alta will update the City's existing bicycle facility and trail facility shapefiles to reflect current conditions, verifying changes via desktop review and riding on existing facilities. Alta will map the existing facilities and assess progress made on infrastructure improvements since the adoption of the 2012 plan (RFP Task 2.1.1).

Walking Facility Assessment

Prior to developing a plan for the Walking Facility Assessment, Alta will coordinate with the ADA transition plan effort to identify data needs. Assuming curb ramp and sidewalk data is not being updated through the ADA transition plan process, data collection for this plan will include a field inventory of curb ramps and sidewalks utilizing the Survey123 app created by ESRI. Alta will develop and lead a community workshop to train volunteers to update the City's existing curb ramp and sidewalk data files from the 2012 Bicycle and Pedestrian Master Plan. Alta will provide technical support during the effort, data review, and a summary of findings. Alta will provide a one-page guide on data collection protocols that can be used as a reference in the field.

During data collection the Alta team will be available for ongoing technical support, problem solving, and quality control. One day of field work for data spot checking and review of consistency is assumed, and a report of observed inconsistencies and recommendations for additional data collection may result from this review.

After the inventory has been completed, the Alta team will produce summary maps and findings, assessing changes to sidewalk and curb ramp quality since 2012 (RFP Tasks 2.1.2 and 2.1.9).



Using Alta's in-house interactive map survey framework, we can develop, deploy, and host customized, web-based maps to be embedded in project websites that allow members of the public to participate in the input process, and allow project staff to easily export and manage data submitted by the public.

Walking Facility Assessment Assumptions:

- The City will provide the Survey123 data collection application
- The City will be responsible for management of volunteers including communications, data collection assignments, and day-to-day contact
- Data will be collected using Survey123 and processed using ArcGIS Pro. Final data will be delivered as a geodatabase
- Reviews are comprised of one-round of client review with a single list of non-contradictory comments provided to the Alta team

Plan Review

In order to build on La Crosse's past and in-progress planning efforts, Alta will review the plans identified in Task 2.1.3 of the RFP. The review will focus on identifying recommendations that impact conditions for bicycling and walking and established community vision/goals to carry forward into this plan.

State of the Practice Assessment

Planning and engineering practices have evolved significantly since the adoption of La Crosse's Bicycle and Pedestrian Master Plan in 2012.

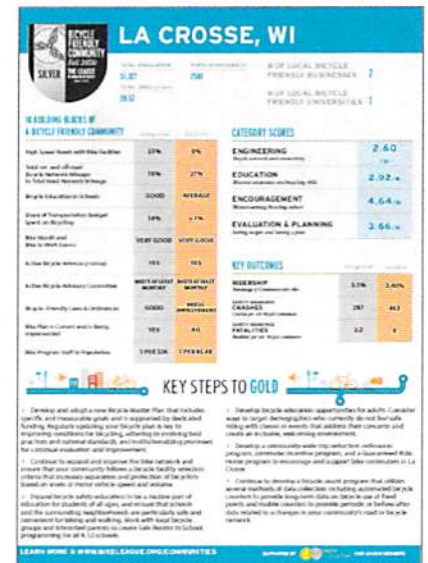
National Best Practices

Alta will review and synthesize current national best practices, including:

- Bike Friendly Community guidelines (RFP Task 2.1.5)
- Walk Friendly Community guidelines (RFP Task 2.1.6)
- Design guidance documents from organizations such as FHWA, AASHTO, and NACTO (RFP Task 2.1.8)
- Approaches such as 8-80 Cities, Complete Streets, Vision Zero, Safe Systems, and Universal Design (RFP Task 2.1.11)
- Efforts to further environmental justice, address climate change, and reduce auto dependency (RFP Task 2.1.13)

Peer and Aspirational Communities

The Alta team will leverage its intimate knowledge of cities across North America and work with City staff to identify three to four cities similar to La Crosse on a variety of factors such as college student population, resident population, demographics, natural environment context, and economic characteristics. Assessment of this group of peer and aspirational cities will provide an opportunity to identify best practices related to development of multimodal systems that include policy, programs, funding, and engagement. A high-level summary of best practices about how peer



As part of the Alta team's review of La Crosse's existing network, we will consider and synthesize current national best practices, including the League of American Bicyclists' Bicycle Friendly Community guidelines (La Crosse's 2020 Report Card shown above).

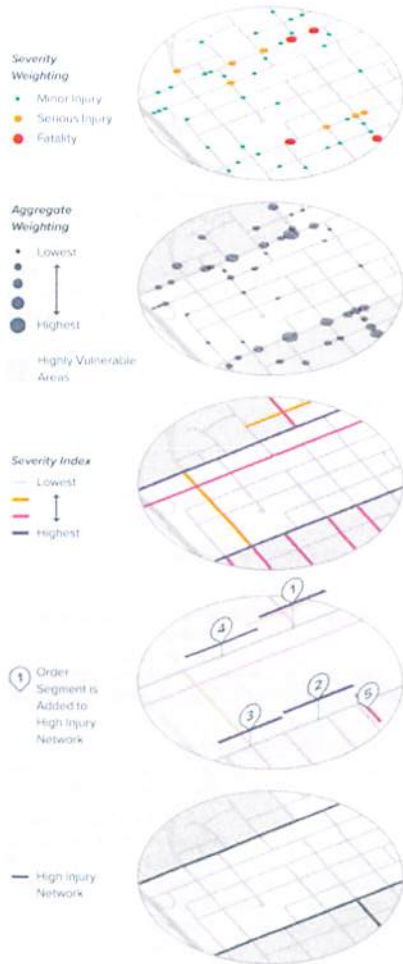
cities have brought forward change to enhance active transportation will provide context for City staff and decision makers in determining how best to bring about change in La Crosse (RFP Task 2.1.10).

Current Practices in La Crosse

Alta will conduct up to three (3) interviews with City staff to understand and evaluate current City processes and identify barriers to implementing pedestrian and bicycle projects, including those identified in the 2012 plan.

Alta will work with the City's Project Manager to identify key decision-makers and topics to guide interviews. Potential topics include funding/investment planning, project development process, internal City agency coordination, external stakeholder coordination, and maintenance. Alta may adjust the number of interviews to substitute one-on-one interviews for other methods to best engage City staff, such as a brief survey or virtual presentation at a City staff workshop/meeting. Alta will summarize current barriers to implementing pedestrian and bicycle improvements related to each of the selected interview topics.

Alta's Approach to Determining the High Injury Network (HIN)



Alta will develop a High Injury Network (HIN) for the study area, identifying streets with the largest concentration of collisions where victims are killed or severely injured.

Data Analysis

Drawing on national best practices, Alta will assess safety, equity, and demand conditions to support network recommendations development and prioritization of projects (RFP Task 2.1.4).

Systemic Safety

High injury networks (HINs) identify streets with the largest concentration of collisions where victims are killed or severely injured (KSI). These networks often illustrate that a small number of street segments have the majority of KSI collisions. Alta will develop a high injury network for the study area based on the risk implied from the intersection of the collision history with the street network. These networks are often developed by a staged process of developing a risk index based on the collision types and severities and their intensity. This index can be created either using rolling window analysis, kernel density estimation (using network distances), or spatial joins to a network with a thoughtful network segmentation. Then, Alta will accumulate collisions to the network in the order of that index to identify a network with a significant proportion of collisions relative to the street segment being targeted. Based on the appropriate threshold developed in coordination with stakeholder feedback, Alta will create maps of a finalized HIN. Based on the HIN, Alta will take any analysis or available context and provide tabulations that explain the composition of streets, built form, and communities identified to be proximal to the HIN.

Equity

Alta will conduct an equity analysis using a data-driven approach that identifies concentrations of historically disadvantaged or vulnerable populations using public health and demographic indicators. Special attention will be paid to demographic groups who are likely to face mobility restrictions including populations that are low income, lack vehicle access, face high pollution burdens and health disparities, and are ethnic minorities. This information can help guide prioritization of facilities so that multimodal improvements are benefiting vulnerable community members who could use more travel options and that improve access to life-enhancing services and community centers. Alta leverages internal tools such as Alta Site Explorer to enable this analysis to easily be customized based on local priorities and contextual needs. This analysis will map areas of high-need as defined by concentration of population indicators; the results will also be summarized in a brief memo. The results may be used to support selection of the study network and/or be incorporated into the prioritization criteria for the project.

Active Transportation Demand

Understanding where potential demand for active transportation exists is key to informing where infrastructure might be needed to enable a wider range of transportation choices. Alta will conduct a demand analysis leveraging a data-driven process which estimates the latent demand for recreation or active transportation depending on either location-based features or Origin-Destination data from sources such as Replica Places or StreetLight. The resulting map will summarize the geographic distribution of latent demand throughout a study area for bikes and pedestrians. The results of the analysis will be used to help inform and prioritize recommendations.

Task 2.1 Deliverables

- One-day community walkability assessment workshop and one-page data collection guide
- Draft and final summary maps and findings
- Geodatabases containing curb ramp and sidewalk inventory, existing bicycle network, and existing bicycle parking locations
- Plan review memo synthesizing relevant recommendations and community vision/goals
- State of the practice memo summarizing national best practices, results of peer communities review, and assessment of current practices in La Crosse
- Existing Conditions Analysis Memo with methodologies, maps, and findings of systemic safety, equity, and active transportation demand analyses



The Alta/SEH team excels at community outreach and engagement at public events and open house workshops. We create easy-to-understand project materials, and use them to help generate positive public support for our plans and projects.

Task 2.2 Public Involvement Phase

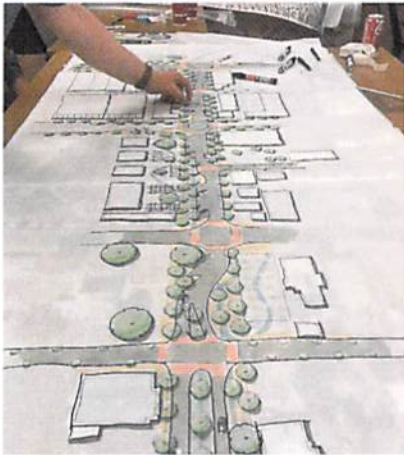
Engaging and inspiring stakeholders is critical to the success of every community planning process, even during/after a pandemic. A wide variety of tools will be used to engage stakeholders in a manner that is meaningful, inclusive, and accessible. Trained in public participation, our team places a high value on quality stakeholder involvement, both in person and virtually.

The Alta/SEH team brings experience in a wide array of virtual meeting tools including Zoom, Microsoft Teams, GoToMeeting, and others to effectively engage stakeholders. Our team is also well-versed in online tools such as Mentimeter, Polco, SurveyGizmo, WikiMapping, Miro, and ArcGIS StoryMaps, as well as creating project videos. Our public outreach specialists have already started developing engagement strategies for the plan that will fully involve key stakeholders in the process, including residents, businesses, system users, and neighborhood groups. Alta/SEH will work with the City to identify the most effective blend of resources at our disposal for your project's stakeholder engagement tasks. A significant portion of the engagement will be in-person. Our custom, best-fit methodology will see that we meet your stakeholders' needs safely, responsibly, and with high turnout, eliciting a diversity of feedback.

Public Input Program

One of the first things the Alta/SEH team will tackle is developing the public input program, which will include the stakeholders listed in 2.2.1 of the RFP. Alta will work closely with the City's Project Manager to refine the scope described below so that the engagement approach sets the foundation for the success of the plan. The Alta/SEH team will aim to be as efficient by combining engagement events and field visits as much as possible.





Alta staff are well-versed in hosting charrettes as a collaborative design process with community members, and are able to visualize ideas on-the-fly to allow agency staff and key stakeholders to imagine potential outcomes of the plan.

Coordination Responsibilities of City Staff

Alta assumes the City's Project Manager will coordinate the engagement events and the Alta/SEH team will facilitate them. Alta also assumes City staff will provide the following coordination items:

- Securing most data and all existing planning documents
- GIS mapping layers
- Developing and mailing meeting notices
- Arranging meeting locations
- Advertising
- Creation of a webpage on the City of La Crosse website (will post all relevant information of the project)
- A list of relevant contacts

Meetings and Workshops

Together, Alta and SEH will support an inclusive public engagement process that invites and reflects the input of identified stakeholders and broad community participation to build consensus for plan adoption. Our public meeting approach utilizes best practices including the International Association for Public Participation (IAP2). The project team will provide in-person consultant support for community engagement and, if needed, our team can include virtual engagement options to maximize community participation.

Public engagement efforts will be structured in three phases. The first phase will introduce the project to the public, inform the plan's vision and goals, and gather information about community needs and desires. The second phase will invite feedback on draft recommendations and shape project priorities for implementation. The third phase will allow for refinement of the draft plan and reflect any needed changes to build consensus for plan adoption.

Phase One: Context, Vision, and Opportunities

The first phase of engagement will focus on introducing the Pedestrian and Bicycle Plan update in the context of previous and recent planning efforts. We will draw from past engagement, including the walk audits completed as part of the 2012 planning process and recent engagement on the Comprehensive Plan, to see that stakeholders and the community feel their previous input has been heard. The team will present maps and information from the information gathering phase to provide detailed plan context and employ best practice strategies to identify issues and opportunities for the plan. The team will consult with the Plan Steering Committee for guidance and feedback for each phase of engagement.

A day-long charrette with agency staff and key stakeholders will allow for a deep dive into the plan's context and allow early identification of issues and opportunities that the plan should address. The consultant team will provide a summary of previous plans, maps, and preliminary data analysis to provide plan context. Meeting facilitation will focus on maximizing agency staff's knowledge and expertise to inform plan goals, issues, and opportunities.

The focus of the evening session will be to engage the general public to identify key issues and opportunities for the plan. The evening meeting will be designed to be accessible and inviting to a broad audience of community members with a focus on equitable engagement, using widely understood language and visual materials. The evening session could include a variety of engagement strategies, such as a presentation, visual boards with interactive activities, and small group facilitation. The consultant team will capture feedback from online and in-person engagement and summarize key themes that will serve as the basis for the draft plan.

Pop-Up Meetings

We have found significant value in engaging the public at events they are already attending rather than requiring them to attend public meetings to provide input for the plan. If the City desires, we can

explore the option of providing "pop-up" events where Alta/SEH team members or members of the Plan Steering Committee attend local events such as the Downtown Farmers Market to promote the plan update and solicit input about bicycling and walking throughout the City. In this way, input can be gathered from people who do not consider themselves avid bicyclists or pedestrians and may not attend the formal public meetings.

Yard Signs/Sidewalk Stickers and QR Codes

SEH recently developed a successful series of yard signs and sidewalk stickers placed in and around the corridor and adjacent neighborhoods to increase participation as part of the King Street Greenway Project. The signs were embedded with a project QR code to increase public engagement on the study. This allowed stakeholders to quickly and efficiently engage the project website, on-line surveys, public meeting dates/times, etc. The Alta/SEH proposes to continue the implementation of this effective tool in the plan update process.

Phase Two: Draft Plan Review

The second phase of engagement will focus on soliciting feedback on drafts of key plan elements: vision, goals, policies and the draft bicycle and pedestrian network. This phase of engagement will include activities to inform implementation and plan priorities. Feedback for this phase of the plan will include the Plan Steering Committee, agency staff, and the second public meeting.

Phase Three: Plan Adoption

The third phase of engagement will focus on presenting a recommended plan for adoption with careful documentation of how community engagement has shaped the recommended plan. This phase will include the Plan Steering Committee and the third community meeting, as well as any stakeholder meetings identified by the project team.

Task 2.2 Deliverables

- Public Input Program Memo describing the engagement approach
- Three (3) in-person public information meetings
- One walkability assessment community workshop plus volunteer training session
- Two (2) in-person meetings for agency representatives
- Five (5) meetings with the Plan Steering Committee
- Up to two (2) individual stakeholder meetings, identified in coordination with the City
- Summary of public information meetings, including key themes



SEH developed promotional materials, including yard signs, to engage the community as part of the King Street Greenway Project.

Task 2.3 Plan Document Preparation Phase/Outcomes

Alta will develop a Bicycle and Pedestrian Plan document that responds to the context of the information gathering phase and that reflects and incorporates feedback from public involvement. Many of the materials prepared for the Plan Steering Committee and public information meetings will serve as building blocks for the draft and final plan. The process of developing plan content will be iterative so that public feedback is fully incorporated and will mirror the public involvement phases detailed above. The schedule and deliverable for the development of the overall draft and final plan documents is outlined in Task 3.1.

Alta anticipates the Bicycle and Pedestrian Master Plan will include a summary of the existing conditions including technical data and a summary of community engagement, vision and goals, prioritized capital improvement projects, cost estimates, implementation strategies, and transportation impacts.

Prioritized Capital Improvement Projects

Vision and Goals

The plan will include a vision and goals for walking and bicycling in La Crosse. They will be centered around the three P's: Policies, Projects, and Programs and the six E's: Education, Encouragement, Enforcement, Engineering, Equity, and Evaluation.

Alta proposes engaging with the Plan Steering Committee early on in the planning process around the enforcement "E." The League of American Bicyclists and the National Safe Routes to School Partnership have

removed enforcement from their six E's framework. Alta would like to evaluate the City's current thinking on this topic and will be flexible based on those conversations.

Bicycle Network Development

Alta will update the 2012 proposed facilities shapeline to reflect facilities built since 2012, recommendations from other planning efforts, and community input. Alta will determine the degree to which existing facilities align with current standards for an All Ages and Abilities (AAA) bikeway network and propose an approach to achieve AAA standards going forward. Alta will also include recommendations for improvements to bicycle parking facilities.

Whole Network Prioritization

Prioritization is where we bring our values to data to understand which projects will provide the greatest bang for their buck, which help communities identify where to start implementation efforts. Alta's Civic Analytics team has developed tools to streamline metric creation, score development, and overlay processes to efficiently deliver prioritization analysis in either GIS or Excel. Based on the types of data available, Alta can use qualitative scoring or percentile-based scores for comparing different metrics of success for the entire study network. This approach evaluates need and project impact on a block-by-block basis, enabling flexibility in project extents, future assessments, and changing physical conditions. As a result of the entire network being scored, project

scores are derived from the intersection of project extents with the disaggregated scores of the network. The whole network prioritization approach also creates opportunities to evaluate different prioritization scenarios. Alta will establish weighting schemes for each of these scenarios and provide draft results for review by relevant stakeholders. Based on stakeholder review and a sensitivity analysis of results based on different weights, Alta will develop final maps for a preferred prioritization approach.

Cost Estimates

The Alta/SEH team will prepare a cost estimate plan including design and construction costs that can be used to inform the City's Capital Improvement Plan and annual budget. Cost estimates will be established by identifying typical representative cross-sections and developing per-mile unit costs for each treatment type. Unit costs for specific treatments such as boardwalks, bridges, signals, crossing improvements, and other treatments will also be provided.

Typical facility cost estimates, supporting documentation, and methods will be compiled in a memo. Planning-level cost estimates for specific project segments and overall network implementation will be developed.

Implementation

The Alta/SEH team is focused on providing plans and projects that can be implemented within a five year planning horizon, even sometimes even before the plan is complete! Our recommendations are vetted by experts in the field to see that they are sound and that any significant barriers to implementation are accounted for. Recommendations are provided for the near-term so that momentum generated by the planning process can be maintained, and for the long-term for projects that are more complex or expensive, but are critical for improving safety and connectivity for people walking and bicycling.

The Alta/SEH team prides itself on providing project cost estimates that are accurate, and will allow the City to properly gauge the cost for implementing specific plan recommendations. Our team has vast experience designing and providing construction oversight for pedestrian and bicycle projects within the City of La Crosse. We use our experienced construction engineers to review and provide costs. This approach will provide you with the most accurate planning-level construction costs that you can confidently use moving forward.

Finally, for successful implementation of the projects, it will be important to identify realistic implementation

strategies and Wisconsin funding sources. The Alta/SEH team has years of hands-on experience developing strategies at the local level, and is thoroughly familiar with numerous public funding sources made available at the federal and state levels. In addition to stand-alone projects, the Alta/SEH team will look for opportunities to implement projects during other capital improvements, such as striping bike lanes during road repaving, or constructing trails as a component of stormwater or utility improvements.

Transportation Impacts

Communicating the impacts of the bicycle and pedestrian master plan in terms of community goals is an important storytelling element that can impact project success. With this in mind, Alta will utilize a combination of narrative, mapping, and infographics to tie the plan's proposed corridor improvements to broader goals including the natural environment, Complete Streets for all age groups, consumer needs, business requirements, neighborhood needs and aesthetics, traffic calming activities, and tourism needs (as identified in Task 2.3.2 of the RFP).

Access Improvement Map

Alta will develop an access improvement map and infographic that communicates how access may improve for the typical resident. The infographic will feature three-five destination types that can be selected based on stakeholder engagement or City preference. The access improvement infographic is an opportunity to engage and inform the public about the opportunities that could open for them as the plan is implemented and to show how the plan helps achieve broader goals.

Climate Mitigation Benefit Scenario Planning

Based on Alta's Active Trip Potential analysis, Alta will develop a climate benefit analysis that identifies what reduction in emissions are possible based on plan implementation. This analysis will examine the current rates of active and short trips that can be served by active modes or electric micromobility, and estimate the low and high annual emission reductions possible as a result of conversions of short trips to walking, biking, or electric micromobility. This analysis will be grounded in the current rates of short trip taking around a 1/2-mile area of the planned active network, and potential rates of conversion based on available literature, federal emission factors, travel survey results, and comparable jurisdictions. The results of this analysis will be communicated through an infographic showing a heat map of the number of short trips expected to be converted and the expected emission benefits of implementation.

Task 2.3 Deliverables

- Updated bicycle facilities network and recommendations for improvements
- Whole network prioritization
- Cost estimates memo and tables
- A memo including an outline of the draft bicycle and pedestrian plan document as well as a summary of the bicycle network development, whole network prioritization, implementation, cost estimates, transportation impacts, and climate mitigation benefit scenario planning

Section 3.0/Task 3.1: Draft and Final City of La Crosse Bicycle and Pedestrian Master Plan

Alta will assemble a draft and final draft copy of the updated City of La Crosse Bicycle and Pedestrian Master Plan. The plan will be highly visual, approachable, and engaging. Alta will develop an executive summary and report appendix including engagement summaries and technical analysis for the public and final drafts. Alta will additionally create a PowerPoint slide deck for the City to use when presenting public and final draft plans to key stakeholders, the general public, and decision-making bodies for discussion and adoption.

Task 3.1 Deliverables

- Alta will prepare and submit one (1) digital copy of the draft and final plan documents which will be reviewed and approved by the Bicycle and Pedestrian Plan Steering Committee, Wisconsin DOT, and the City of La Crosse



Alta is the leading firm in creating action-oriented plans with realistic, implementable recommendations.

Exhibit B
Estimated Schedule

Consultant shall commence performance of Services and proceed toward completion of deliverables as directed by Client. Below is the estimated schedule.

Task	2023						2024			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
1.1 Project Management (General Administrative Costs)										
Project Management and Coordination	X	X	X	X	X	X	X	X	X	X
2.1 Information Collection Phase										
Plan Review										
State of Practice Assessment										
Data Collection										
Data Analysis										
2.2 Public Involvement Phase										
Public Input Program										
Steering Committee Meetings		X		X		X		X		X
Public Meetings, Workshops, and Field Visits			*	X		X		X		X
2.3 Plan Document Preparation Phase/Outcomes										
Capital Improvement Project Prioritization and Cost Estimates										
Implementation										
Transportation Impacts										
3.1 Draft and Final Report										
Draft and Final Bicycle and Pedestrian Master Plan Preparation										

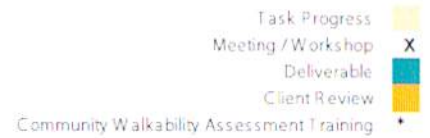


Exhibit C
Schedule of Fees and Charges

TASK	Alta Planning + Design										SEH			Total				
	Principal/Change	Project Manager	APM	Technical Lead/ Planner	Analyst	Designer	Engineer	Project Coordinator	Task Hours	Total Direct Labor	Materials/ Permit/Fee/ Outreach	Public Outreach	Lead Project Engineer	Project Engineer	Task Hours	Total Direct Labor	Total Project Hours	Total Project Budget
2023 Hourly Rate	\$42.81	\$72.99	\$72.88	\$40.24	\$37.39	\$31.96	\$61.72	\$31.50		\$72.34	\$48.71	\$59.28	\$50.25		\$0	\$0	\$2	\$4,113
Task 1.1 Project Management (General Administrative Costs)	2	40	28	0	0	0	0	12	82	\$4,113	0	0	0	0	\$0	\$0	82	\$4,113
Task 2.1 Information Collection Phase	8	50	20	44	96	16	12	0	248	\$10,953	0	0	0	0	\$0	\$0	248	\$10,953
Data Collection	2	16	8	20	78	20	0	0	74	\$3,237	0	0	0	0	\$0	\$0	74	\$3,237
Plan Review	2	4	2	0	20	0	0	0	26	\$1,095	0	0	0	0	\$0	\$0	26	\$1,095
State of Practice Assessment	2	4	2	0	20	0	0	0	46	\$2,223	0	0	0	0	\$0	\$0	46	\$2,223
Data Analysis	2	16	12	24	48	40	0	0	102	\$4,378	0	0	0	0	\$0	\$0	102	\$4,378
Task 2.2 Public Involvement Phase	6	40	52	24	16	40	0	0	178	\$8,196	20	48	0	0	\$3,833	\$0	69	\$12,029
Public Input Program	2	8	12	24	16	40	0	0	102	\$4,378	0	0	0	0	\$0	\$0	102	\$4,378
Public Input Program	2	8	12	24	16	40	0	0	102	\$4,378	0	0	0	0	\$0	\$0	102	\$4,378
Task 2.3 Plan Document Preparation	6	20	16	42	54	0	24	0	162	\$7,490	0	0	10	60	\$3,738	\$0	70	\$11,228
Capital Investment Project Preparation and Cost Estimation	4	8	4	16	36	0	24	0	92	\$4,365	0	0	7	12	\$748	\$0	14	\$5,113
Implementation	2	4	4	10	18	0	0	0	38	\$1,634	0	0	8	48	\$2,090	\$0	56	\$4,624
Task 3.1 Draft and Final Report	4	16	8	15	0	16	0	0	60	\$2,728	0	0	0	0	\$0	\$0	60	\$2,728
Backlog and Pedestrian Master Plan Preparation	4	16	8	16	0	16	0	0	60	\$2,728	0	0	0	0	\$0	\$0	60	\$2,728
Start Hours	26	166	124	126	166	24	36	12	720	\$33,480	20	48	10	60	\$23,491	\$0	138	\$41,070
Alta Overhead	154.42%									\$51,034	SEH Overhead	192%						\$14,284
Alta Profit	19%									\$4,531	SEH Profit	7%						\$1,537
Total Labor Fee	\$1,753	\$8,796	\$6,557	\$5,070	\$4,207	\$2,513	\$2,206	\$378		\$94,066	\$1,447	\$2,386	\$694	\$3,044	\$23,491	\$0	\$117,557	
Total Direct Expenses										\$3,250								\$3,250
Total Fee with Expenses										\$98,316					\$23,491	\$0		\$119,807

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 2023 and will be adjusted if work is continued into subsequent years.

Exhibit D

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.

9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.

11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.

13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:

- 1) Commercial General Liability Insurance of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage;
- 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
- 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
- 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
- 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any negligent act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone negligently acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the negligence or willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.

Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. **NOTIFICATION.** Contracting Party shall:

- (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
- (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
- (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse.

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after depot with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised: 10-07-08