

**PEDESTRIAN ACCESS TO LEVEL #3
OF THE CITY OF APPLETON
RED RAMP fka MIDTOWN RAMP**

Agreement between the City of Appleton (the City) and SOMA Corp for the purpose of providing direct pedestrian access from 211-213 West College Avenue to the third level of the Red Parking Ramp (fka Midtown Parking Ramp), 134 South Superior Street. This Agreement is subject to and in realization of the following:

1. All costs incurred with regard to providing this pedestrian access shall be the responsibility of SOMA Corp.
2. SOMA Corp shall be aware that the Radisson Paper Valley Hotel has an existing agreement with the City whereby they can control access and parking on Levels 3, 4, and 5 of the City of Appleton's Red Parking Ramp.
3. This Agreement continues the physical access of one (1) door from 211-213 to the Red Ramp and the loss of one (1) parking space. Therefore because of the above-mentioned agreement, the Radisson Paper Valley Hotel shall be signatory to this agreement indicating their approval of the continued loss of one space and physical access via the door located on the third floor of the ramp.
4. Any additional signage or lighting shall be at the cost of SOMA Corp and shall be subject to approval by the City.
5. The location of the access is as indicated on the drawing attached hereto as Exhibit A.
6. SOMA Corp shall be responsible for meeting all applicable, City, State and Federal codes for this access.
7. SOMA Corp shall carry liability insurance coverage naming the City of Appleton as an additional insured. SOMA Corp shall maintain insurance at the level of the Insurance Requirements for City of Appleton "Large Exposure Jobs" attached hereto as Exhibit B.
8. In consideration of this agreement, SOMA Corp agrees to indemnify, defend, and save harmless the City of Appleton, and their employees, elected and appointed officials, agents, and volunteers from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the aforementioned pedestrian access. SOMA Corp agrees to

defend any and all action wherein the City is named a party defendant at SOMA Corp's own expense.

9. This Agreement shall run with the property so long as neither the property nor any portion thereof is licensed for the sale of alcoholic beverages. Should the property, or any portion thereof, be licensed for the sale of alcoholic beverages and the liquor license covering the property or any portion thereof is revoked or not renewed pursuant to the provisions of Sec. 9-51 et seq. of the Appleton Municipal Code, then access to the ramp, from the area licensed to sell alcoholic beverages, may be terminated by the City, at the City's discretion, until a new license is issued.
10. This Agreement in no way provides for free or discounted parking in the Red Parking Ramp.
11. This Agreement shall be recorded to document the pedestrian access as benefiting 211-213 West College Avenue.

Dated at Appleton, Wisconsin this _____ day of _____, 2016.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Timothy M. Hanna, Mayor

By: _____
Kami Lynch, City Clerk

Subscribed and sworn to before me
this ____ day of _____, 2016

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

Approved as to form:

James P. Walsh, City Attorney
J:\Attorney\WORD\Agreements (General)\Red Ramp -
Pedestrian Access Agrm - Redlined - 06-15-16.doc

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

SOMA Corp

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Subscribed and sworn to before me
this ____ day of _____, 2016

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

Radisson Paper Valley Hotel

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

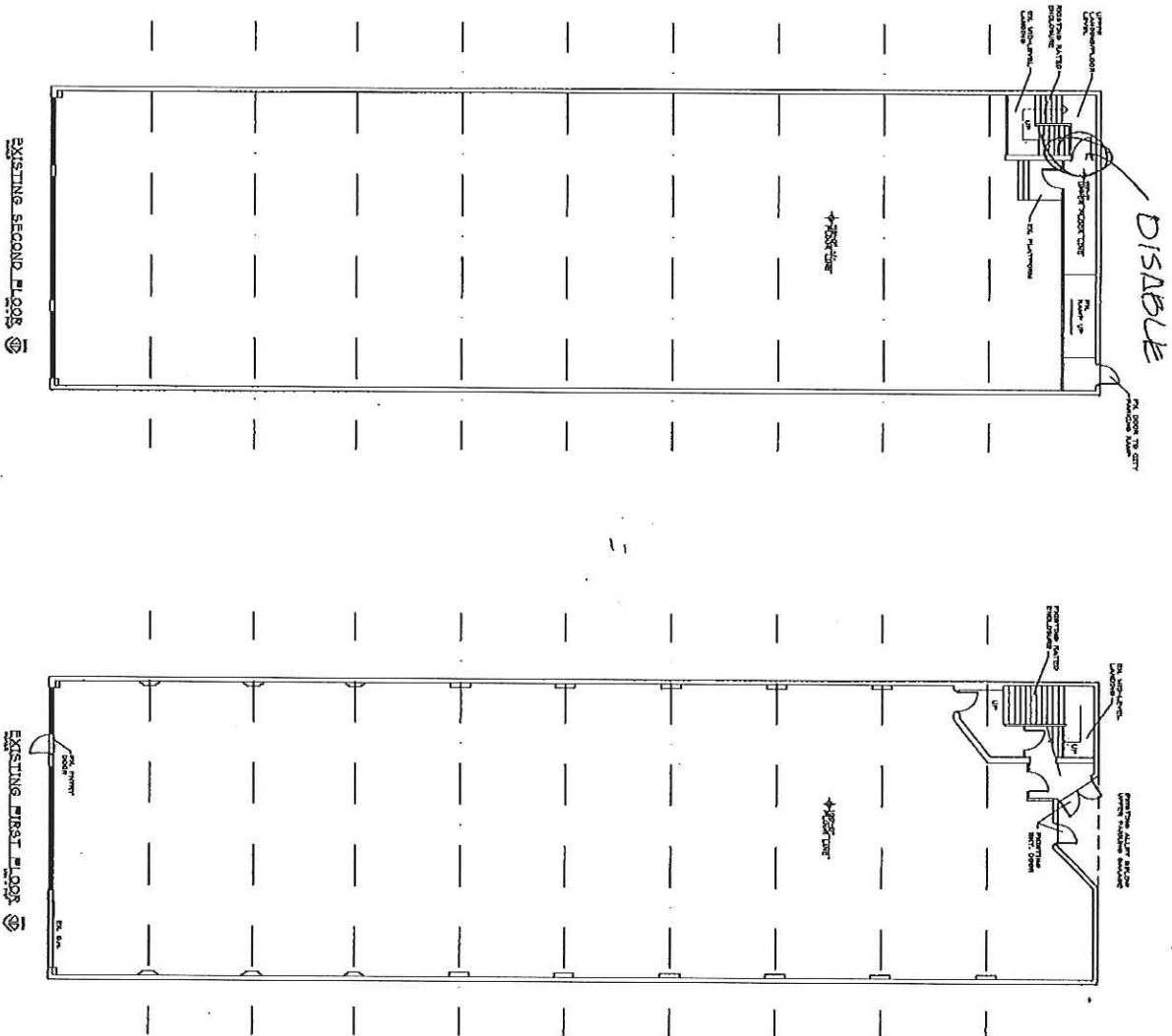
Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____

Subscribed and sworn to before me
this ____ day of _____, 2016

Printed Name: _____
Notary Public, State of Wisconsin
My commission is/expires: _____

Exhibit A




<p>A 1.0</p>	<p>DATE: _____</p> <p>ARCH: _____</p> <p>D. BY: _____</p> <p>JOB: _____</p> <p>PROJ. MAN: _____</p> <p>EXP: _____</p> <p>SHEET: _____</p>	<p>PROPOSED FOR,</p> <p>211 W. COLLEGE AVE.</p> <p>APPLETON, WISCONSIN</p>	 <p>671 MARCOLLA STREET KILGORE, WI 54138 TEL: 920-874-3157 FAX: 920-874-3150</p>
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Exhibit B

**INSURANCE REQUIREMENTS
FOR CITY OF APPLETON
“LARGE EXPOSURE JOBS”**

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and that any insurance or self insurance maintained by the City of Appleton, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$1,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Appleton, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

2. BUSINESS AUTOMOBILE COVERAGE

- A. Limits - \$250,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage
OR
\$500,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for “Any Auto” - including Owned, Non-Owned and Hired Automobile Liability

3. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.

- A. Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each Accident
 - \$500,000 Disease Policy Limit
 - \$100,000 Disease - Each Employee

4. **UMBRELLA COVERAGE**

- A. Limits - \$2,000,000 each occurrence/\$2,000,000 aggregate
- B. Claims made coverage is not acceptable
- C. \$10,000 self-insured retention
- D. Must be no less broad than underlying coverages

5. **AIRCRAFT LIABILITY (including helicopter)** - Owned, Non-Owned, or Hired

- A. If this exposure shall exist, the limits must be at least \$5,000,000 combined single limit for bodily injury (including passenger liability) and property damage.
- B. Any liability exclusions relating to slung cargo must be deleted.

6. **BUILDER'S RISK/INSTALLATION FLOATER**

- A. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or are to be installed or erected by the contractor unless coverage is specifically to be purchased by the City of Appleton and specified in the contract documents.
If coverage is desired for this exposure, the contractor may, at his own cost, procure insurance to cover same.

7. **AUTOMOBILE POLLUTION LIABILITY (including loading and unloading)**

If you're hauling or moving pollutants or hazards materials then the City of Appleton requires additional coverage. (Please contact the Human Resources Department (920) 832-6300 for the specifics.)

- A. Limits - \$1,000,000 each occurrence
\$2,000,000 annual aggregate
- B. Maximum deductible is \$2,500. Insured is responsible for any claims under the deductible
- C. Must cover pollutant clean up, and resulting bodily injury and property damage liability.
- D. Must cover liability for "any auto" including owned, non-owned and hired automobile liability.

8. ADDITIONAL PROVISIONS

- * **Additional Insured –**
On the General Liability Coverage, Business Automobile Coverage, Aircraft Liability, Umbrella Coverage and Automobile Pollution Liability. City of Appleton, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.
- * **Endorsement -**
The Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- * **Certificates of Insurance -**
A copy of the Certificate of Insurance must be on file with the City Clerk.
- * **Notice -**
NOTE: City of Appleton requires 30 day written notice of cancellation, non-renewal or material change in the insurance coverage.
- * **The insurance coverage required must be provided by an insurance carrier with the “Best” rating of “A-VII” or better. All carriers shall be admitted carriers in the State of Wisconsin.**