

COLLINS ENGINEERS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered on the 30th day of April 2021 by and between City of Manitowoc, hereinafter called "CLIENT," and COLLINS ENGINEERS, INC., hereinafter called "COLLINS," is as follows:

The CLIENT engages COLLINS to perform professional services for a project known and described as 2021 City of Manitowoc Underwater Bridge Inspections, hereinafter called the "PROJECT." The CLIENT and COLLINS, for mutual consideration hereinafter set forth, agree as follows:

- A. COLLINS agrees to provide and perform certain professional services for CLIENT upon the PROJECT. The Scope of Services and the period during which services are to be provided are specified in **Exhibit A** to this Agreement, which is made a part hereof.
- B. The CLIENT's responsibilities shall be as set forth in **Exhibit A** to this Agreement.
- C. The CLIENT agrees to pay COLLINS as compensation for its services as set forth in **Exhibit B**.

The Standard General Terms and Conditions and the Exhibits constitute the full and complete Agreement between the parties and may be changed, amended, added to, suspended, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistencies between the Standard General Terms and Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, the Standard General Terms and Conditions shall govern.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions, and provisions stated, both above and included in the STANDARD GENERAL TERMS AND CONDITIONS and EXHIBITS, which are made a part hereof, the day and year above written. Upon execution of this Agreement by CLIENT, COLLINS will proceed with the services in accordance with the provisions of this Agreement.

COLLINS ENGINEERS, INC. (COLLINS)

Mark Mutziger



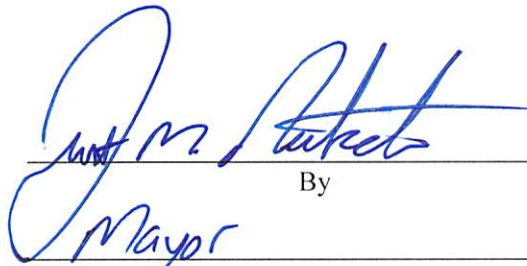
By

Vice President – Regional Manager

Title

4/30/21

Date



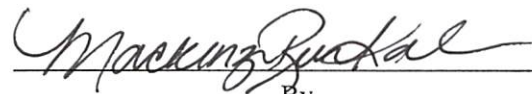
By

Mayor

Title

4/30/21

Date



By

City Clerk

Title

5/3/2021

Date

STANDARD GENERAL TERMS AND CONDITIONS

ARTICLE 1 – SERVICES OF COLLINS

COLLINS' Scope of Work (Work) shall be limited to those services expressly set forth in EXHIBIT A and is subject to the terms and conditions set forth herein.

COLLINS shall procure and maintain the appropriate business and professional licenses and registrations necessary to provide its services. Upon CLIENT's request (and for additional compensation, if not already included in COLLINS' Work), COLLINS shall assist CLIENT in attempting to obtain, or on behalf of CLIENT and in CLIENT's name attempt to obtain, those permits and approvals required for the project for which COLLINS' services are being rendered.

If conditions actually encountered at the project site differ materially from those represented by CLIENT and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in COLLINS' scope of work, COLLINS' compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in EXHIBIT A, COLLINS may employ such subcontractors as it deems necessary to assist in furnishing its services. Subcontractors identified and used by Collins Engineering Inc. must be pre-approved by the CLIENT. Subcontractors will be required to provide the CLIENT with Certificates of Insurance equal to or exceeding the coverage of COLLINS.

ARTICLE 2 – FEES FOR ADDITIONAL SERVICES

Fees for COLLINS' services attributable to any additional services provided by COLLINS which are not specifically included in EXHIBIT A will be based on the actual time expended on the project, including travel, by our personnel and will be computed by multiplying the actual number of hours worked times the applicable hourly rate listed on COLLINS' Standard Table of Rates. Reimbursable expenses will be based on the rates listed on COLLINS' Standard Table of Rates. COLLINS will not commence work on any additional services without the written consent of the CLIENT.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

COLLINS shall perform its services in accordance with the schedule set forth in EXHIBIT A and in keeping with the Standard of Care. COLLINS shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond COLLINS' reasonable control or delays caused by failure of CLIENT, CLIENT's agent or CLIENT's Contractor to furnish information or to approve or disapprove COLLINS' work promptly, or due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of COLLINS' work. In the case of the happening of any such cause of delay, the time of completion and compensation shall be equitably adjusted.

ARTICLE 4 – PAYMENTS TO COLLINS

Invoices for fees and other charges shall be prepared in accordance with COLLINS' standard invoicing practices and shall be submitted to CLIENT not more frequently than monthly for all services rendered as the work progresses, and the net amount shall be due within 30 days at COLLINS' offices in Chicago, Illinois, and CLIENT's obligation to pay under this Agreement. Payments on invoices submitted by COLLINS for services performed shall not be delayed, postponed or otherwise withheld pending completion or success of construction, or receipt of funding from lending institutions, government grants or other sources. Invoices for payment shall not be offset by any claims for withholding or deductions by CLIENT unless COLLINS agrees or has been finally determined liable for such amounts.

Invoices are due and payable within 30 days of receipt. If CLIENT fails to pay COLLINS' invoice within 30 days after receipt, the amounts due COLLINS shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30 days. In the event any portion of the account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Records of COLLINS' direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations.

ARTICLE 5 – SUSPENSION OF SERVICES

The CLIENT may, at any time, by written notice, suspend further work by COLLINS. The CLIENT shall remain liable for, and shall promptly pay COLLINS for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on CLIENT's behalf.

CLIENT shall pay COLLINS pursuant to the rates and charges set forth in EXHIBIT B. COLLINS will submit monthly invoices to CLIENT for services rendered and expenses incurred. If CLIENT does not pay invoices within 30 days of submission of invoice, COLLINS may, upon written notice to the CLIENT, suspend further work until payments are brought current. The CLIENT agrees to indemnify and hold COLLINS harmless from any claim or liability resulting from such suspension.

ARTICLE 6 – STANDARD OF CARE/ABSENCE OF WARRANTIES/NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by COLLINS, its employees, independent professional associates, and subconsultants under this Agreement shall be the skill and care ordinarily exercised by other members of COLLINS' profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by COLLINS. COLLINS shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

COLLINS and CLIENT will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder, which to the best of their knowledge, information and belief, apply to their respective obligations under this Agreement.

No Warranties

COLLINS makes no guarantees or warranties, expressed or implied, under this Agreement or otherwise, in connection with COLLINS' services except as otherwise provided herein.

Client-Furnished Documents

COLLINS may use requirements, programs, instructions, reports, data, and information furnished by CLIENT to COLLINS in performing its services under this Agreement. COLLINS may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by CLIENT to COLLINS. CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from COLLINS' reliance on CLIENT furnished information, except to the extent of COLLINS' and its subconsultant's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Costs

When required as part of its work, COLLINS will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by COLLINS hereunder will be made on the basis of COLLINS' experience and qualifications and will represent COLLINS' judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that COLLINS does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in COLLINS' scope of services, COLLINS shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of determining general overall conformance with COLLINS' design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. COLLINS' review shall be conducted with reasonable promptness while allowing sufficient time, in COLLINS' judgment, to permit adequate review. Review of a specific item shall not be construed to mean that COLLINS has reviewed the entire assembly of which the item is a component. COLLINS shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of COLLINS by the contractor in writing.

Construction Phase Services

If construction observation is included in COLLINS' scope of services, COLLINS shall visit the project site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and COLLINS, in order to observe and keep CLIENT reasonably informed about the progress and quality of the portion of the work completed, and report to CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow COLLINS, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with COLLINS' general overall design concept. If CLIENT desires more extensive project observation or full-time representation, the CLIENT shall request that such services be provided by COLLINS as Additional Services in accordance with the terms of this Agreement.

If COLLINS performs any services during the construction phase of the project, COLLINS shall not supervise, direct, or have control over Contractor's work. COLLINS shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. COLLINS does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

If COLLINS is not retained to provide construction observation of the implementation of its design recommendations, CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS, and indemnify and hold COLLINS harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from the implementation of COLLINS' design recommendations, except to the extent of COLLINS' negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subconsultants and employees, COLLINS shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incidental to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of COLLINS is present at the project site performing his/her duties. Notwithstanding anything to the contrary, COLLINS shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by COLLINS shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance.

Approval of Contractor's Applications for Payment

If approvals of a contractor's applications for payment are included in COLLINS' scope of work, COLLINS shall review the amounts due the contractor and issue a recommendation about payment to CLIENT. COLLINS' review shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by COLLINS that to the best of the COLLINS' knowledge, information, and belief, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: COLLINS has made an exhaustive check or a detailed or continuous observation of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 7 – CONFIDENTIALITY AND USE OF DOCUMENTS**Confidentiality**

COLLINS agrees to keep confidential and not to disclose to any person or entity, other than COLLINS' employees, subconsultants, and the general contractor and subcontractors, if appropriate, any data or information not previously known to or generated by COLLINS or furnished to COLLINS and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict COLLINS from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency, or other legitimate authority, or if disclosure is reasonably necessary for COLLINS to defend itself from any legal action or claim. CLIENT agrees that COLLINS may use and publish CLIENT's name and a general description of COLLINS' services with respect to the project in describing COLLINS' experience and qualifications to others.

Copyrights and Patents

COLLINS shall indemnify, and hold harmless CLIENT from, damages, expenses (including reasonable attorneys' fees and costs), losses, and liabilities to the extent that any services furnished by COLLINS infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by COLLINS are instruments of service with respect to the project, and COLLINS shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

COLLINS shall grant, upon full payment to COLLINS for services rendered, to CLIENT a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by COLLINS for CLIENT. CLIENT may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by CLIENT, or others, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by COLLINS, as appropriate for the specific purpose intended, shall be at CLIENT's sole risk, and CLIENT shall, to the fullest extent permitted by law, waive any claims against COLLINS and its subconsultants, and defend, indemnify and hold COLLINS and its subconsultants harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from such reuse. Any verification or adaptation of the documents for extensions of the project or for any other project by COLLINS shall entitle COLLINS to additional compensation to be agreed upon by CLIENT and COLLINS.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by COLLINS. Text, data, or graphics files in electronic media format are furnished solely for the convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because of the potential that the information presented in the electronic files can be altered, modified and/or added to, unintentionally or otherwise, COLLINS reserves the right to remove all reference of its ownership and/or involvement for each electronic file. Data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided are for informational purposes only and are not intended as an end-product.

When transferring documents in electronic media format, neither CLIENT nor COLLINS makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the documents' creation.

ARTICLE 8 – INSURANCE

COLLINS shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual general aggregate Bodily Injury/Property Damage covering liability arising from premises, operations, personal injury and advertising injury, products and completed operations, and contractual liability.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$2,000,000 per occurrence and in the aggregate excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation & Employer's Liability - Workers' compensation shall be maintained at statutory minimums. Employer's Liability will be maintained in an amount not less than \$1,000,000 per accident/\$500,000 per disease/\$1,000,000 disease policy aggregate, including if applicable, U.S. Longshoreman & Harbor Workers coverage.

Professional Liability - \$2,000,000 per claim/\$2,000,000 annual aggregate for professional errors and omissions and including Contractors Pollution Liability coverage.

If required by contract with CLIENT, COLLINS shall name CLIENT as an additional insured on its Commercial General Liability policy.

If requested in writing by CLIENT, COLLINS shall deliver to CLIENT certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of COLLINS' services.

CLIENT shall cause COLLINS and its subcontractors to be listed as additional insured's on any Commercial General Liability insurance carried by CLIENT that is applicable to the project.

CLIENT shall require the project owner to require the general contractor on the project to purchase and maintain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability insurance, with limits no less than set forth above, and to cause COLLINS and its subconsultants to be listed as additional insureds on that Commercial General Liability insurance. CLIENT shall require the project owner to include the substance of this paragraph in the prime construction contract.

ARTICLE 9 – HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

CLIENT has disclosed to COLLINS all data known to CLIENT concerning known or suspected hazardous environmental conditions, including but not limited to the existence of all asbestos, PCBs, petroleum, hazardous waste, radioactive material, or other hazardous materials, as defined by Federal, State and local laws or regulations (collectively, "Hazardous Materials," if any, located at or near the project site, including its type, quantity, and location, or has represented to COLLINS that, to the best of CLIENT's knowledge, no hazardous environmental conditions exist at or near the project site.

The scope of COLLINS' services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

ARTICLE 10 - ALLOCATION OF RISK**Indemnification of CLIENT**

COLLINS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, and employees (collectively, CLIENT) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by COLLINS' negligent acts or omissions under this Agreement and that of anyone for whom COLLINS is legally liable. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Indemnification of COLLINS

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless COLLINS, its officers, directors, employees and subconsultants (collectively, COLLINS) against damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by CLIENT's negligent acts or omissions in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable. It is the intent of CLIENT to indemnify COLLINS against whatever percentage of the above described losses are attributable to parties (including CLIENT) other than COLLINS.

ARTICLE 11 – AGREED REMEDY

The CLIENT agrees to bring any claims against COLLINS, not any individual owners, directors or employees of COLLINS.

Consequential Damages

Neither CLIENT nor COLLINS shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to, the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

ARTICLE 12 – MISCELLANEOUS**Termination**

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. COLLINS shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days written notice to the breaching party by the non-breaching party. Upon payment of all amounts due COLLINS, CLIENT shall be entitled to copies of COLLINS' files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Third Parties

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither CLIENT nor COLLINS may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement, and such consent will not be unreasonably withheld.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or COLLINS. COLLINS' services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against COLLINS because of this Agreement or COLLINS' performance of services hereunder.

Governing Law

The laws of the State of Wisconsin shall exclusively govern the validity, interpretation and performance of this Agreement.

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of substantial completion of COLLINS' services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within one (1) year of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than one (1) year from the date of substantial completion of COLLINS' services under this Agreement.

Invalid Terms

In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation

The CLIENT and COLLINS agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all exhibits hereto, are incorporated by reference into each other, and supersedes all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

END OF STANDARD GENERAL TERMS AND CONDITIONS

EXHIBIT A
SCOPE OF SERVICES

approval.

- 21-0205 Easement on South 6th Street for Utility Installation for True Endeavors, LLC owner of the Wharf, recommending approval
- 21-0207 Ash Tree Timber Sale from Camp Vits, recommending approval of tree sale
- 21-0208 Fee Increase for Street Tree Removal Permits, recommending approving
- 21-0211 Task Order with Strand Associates for South 14th Street Lift Station, recommending approval.
- 21-0215 Request for approval to use funds from the Schuette Playground Maintenance fund for consultation services for possible Playground renovation, recommending approval
- 21-0227 Spring Tree Planting 2021, recommending replacing of trees in terrace and parks not to exceed \$4,000.
- 21-0228 Request to use Forestry Funds for replacement teeth on stump grinder, recommending approving
- 21-0252 Report of Board of Public Works of 2/17/2021, of bids received for 2021 Sewer Re-Lining, WU-21-7, recommending awarding to low bidder, Visu-Sewer, LLC, in the amount of \$144,054.70
- 21-0253 Report of Board of Public Works of 2/17/2021, of quotes received for Underwater Bridge Inspection & Underwater Survey, QO-21-2, recommending awarding Collins Engineers, Inc., in the amount of \$10,500.00
- 21-0254 Report of Board of Public Works of 3/10/2021, of bids received for Epoxy Painting - Pavement Marking Program, WS-21-9, recommending awarding to low bidder, Brickline, Inc. Madison, in the amount of \$102,732.45
- 21-0255 Report of Board of Public Works of 3/10/2021, of bids received for Remove & Replace Existing Sidewalks, WS-21-3, recommending awarding to low bidder, Seller Bros. Construction, Inc., in the amount of \$147,545.50
- 21-0256 Report of Board of Public Works of 3/10/2021, of bids received for 2021 Concrete Paving I & Concrete Slab Replacement, WS-21-1, recommending awarding to low bidder, Vinton Construction Company, in the amount of \$385,283.61
- 21-0257 Report of Board of Public Works of 3/10/2021, of a request for a Sidewalk Privilege Agreement located at 939 S 8th Street for the construction of an exterior deck space, recommending to approve the request and have the City Attorney draft the agreement.
- 21-0258 Report of Board of Public Works of 3/10/2021, of quotes received for 2.5 Ton Truck with Salter and Plow and Wing Attachments, QE-21-3, recommending awarding Quality Truck Care Center, Inc (Monroe Package), in the amount of

SPECIAL PROVISIONS & CONDITIONS

SCOPE OF SERVICES

The services included cover two distinct types of operations as outlined below:

- A. Underwater Bridge Inspections and Underwater Survey (Streambed Profiles)
- B. Repair Plan Design and Follow-Up Underwater Inspection only if requested and for additional fee

LOCATION OF BRIDGES

The following bridges in the City of Manitowoc shall be inspected:

- 1. 8th Street Bridge (B-36-142)
- 2. 10th Street Bridge (B-36-128)
- 3. 21st Street Bridge Southbound (B-36-140)
- 4. 21st Street Bridge Northbound (B-36-122)
- 5. Broadway Street Bridge (B-36-124)
- 6. Rapids Road Bridge (B-36-0226)
- 7. Waldo Blvd. Bridge over the Little Manitowoc River (B-36-0900)

COMMENCEMENT AND PROGRESS

Work under this CONTRACT shall commence and be completed in accordance with these specifications. The CONSULTANT shall provide the City of Manitowoc (3) three signed contract documents for the approval of the City of Manitowoc's Common Council. These specifications, as written shall combine with the Consultant's agreement to form the CONTRACT for the "Underwater Bridge Inspection" work to be completed.

Work shall begin immediately after the NOTICE TO PROCEED is issued.

The CONSULTANT by itself or through the use of sub-consultants is expected to furnish all manpower, equipment, material, supplies, and other resources required to complete the work within the terms of the contract. The CONSULTANT shall obtain approval of the City of Manitowoc prior to subcontracting any work.

BASIS OF PAYMENT

The basis of payment, for work under this Contract, shall be a lump sum price for each underwater bridge inspected and each underwater survey. Partial payment for the work will be made upon completion of the fieldwork with the final payment being made upon completion and acceptance of the final report.

COMPLETION DATE

All field work including the diving, on-site inspection work and the underwater survey (streambed profile) shall be completed by no later than **August 31, 2021**.

The reports shall be completed and submitted to the City of Manitowoc and shall also be entered into the DOT's HSIS system by no later than **September 15, 2021**.

UNDERWATER BRIDGE INSPECTION & UNDERWATER SURVEY

1. GENERAL

The Consultant shall perform underwater dive inspections and underwater surveys for in-service bridges. The inspections shall be conducted in accordance with the National Bridge Inspection Standards, the Wisconsin Structure Inspection Manual and the Wisconsin Highway Structure Information System. The Consultant shall provide certified underwater dive inspectors, inspection procedures, safety standards, and equipment necessary to adequately perform underwater inspections and surveys.

The Consultant shall provide a comprehensive element-based inspection report that details the condition of the substructure and channel, identifies areas of damage and deterioration, and outlines any necessary corrective action. The element based inspection information shall be entered in to the Wisconsin Highway Structure Information System.

The Consultant shall use the Wisconsin Highway Structure Information System (HSIS) to access previous underwater inspection reports, as well as, general structure plans and substructure detail sheets. If this information is not readily available in HSIS, the City of Manitowoc will provide the information, if available. In order to ensure proper inspection planning and preparation, the Consultant shall review these documents prior to the dive. Where plans are not available, the consultant shall provide sketches of the underwater elements, as part of the inspection report.

The Consultant shall provide digital photographs or video to document all discovered deficiencies.

2. DIVING INSPECTOR QUALIFICATIONS AND SAFETY STANDARDS

The inspections shall be completed under the direction of a person who is a certified diver, as well as a Wisconsin certified bridge inspection team leader. Wisconsin inspection team leader qualifications shall be in accordance with the National Bridge Inspection Standards and the Wisconsin Structure Inspection Manual. The inspection team leader shall be on-site at all times during the inspection and shall participate in at least 50 percent of the diving to ensure proper detection and assessment of defects. Underwater bridge inspection divers must be (1) certified by a nationally recognized diver training program and (2) complete an FHWA-approved comprehensive bridge inspection training course or other FHWA-approved underwater diver bridge inspection training course. The bridge inspection team leader shall have a minimum of five years experience in bridge inspection or equivalent underwater structure inspection experience.

All diving operations shall be performed in accordance with the applicable Occupational Safety and Health Administration (OSHA) standards, as well as, all other federal, state and local safety standards.

Prior to performing the underwater dive inspections, the consultant shall submit to the City of Manitowoc for approval the names of the dive team members along with their qualifications and assigned roles. The City of Manitowoc will notify the consultant if the dive team members are approved. No work shall commence prior to receiving approval from the City of Manitowoc.

3. UNDERWATER BRIDGE INSPECTION

The underwater bridge inspections shall be completed in accordance with the latest specifications from the Federal Highway Administration and generally include the following specification documents:

- A. National Bridge Inspection Standards (NBIS),**
- B. AASHTO Bridge Element Inspection Guide Manual, 2nd Edition (2019)**
- C. 2017 WISDOT Structure Inspection Manual**
- D. 2020 WISDOT Structure Inspection Field Manual.**

Routine inspection of underwater members shall be inspected to the extent necessary to determine structural safety with certainty. All portions of all exposed faces of all underwater structural elements including the portion of these elements subjected to periodic submersion shall be inspected at Level 1 effort.

Detailed inspections at Level 2 effort shall be conducted on 10% of all underwater members covered with marine growth to detect damaged or deteriorated areas hidden by surface biofouling.

Detailed inspections at Level 3 effort shall be required on key structural areas when there is an appropriate need to detect hidden or interior damage, or to evaluate loss of cross-sectional area, or to evaluate material homogeneity, so that a noted defect can be properly quantified. Level 3 detailed inspections may include ultrasonic steel thickness measurements or microbial induced corrosion tests.

Scuba or surface supplied diving equipment shall be used for the inspection of all underwater structural elements. The diver shall have the tools necessary for probing, measuring, and documenting the condition of the underwater elements. The inspection techniques used shall yield sufficient information to adequately determine the structural condition of the underwater elements. Deficiencies shall be described in enough detail to allow rates of change to be monitored over consecutive inspections. This requires accurately describing the location, quantitatively defining the extent, and providing sketches, photographs and video, as necessary, to adequately report the deficiencies.

Concrete members shall be struck with a hammer or probed with a steel rod to gauge the soundness of the concrete and to detect any softness that might be present. The inspector shall randomly probe through up to one foot of sediment and document the soundness of the footing concrete on the inspection report. Only non-destructive methods of inspection shall be employed. Spalled areas shall be measured on a square foot basis. The depth of spalled areas shall be measured in inches. Areas of exposed reinforcing steel shall be documented and recorded as to location. The location of damage or deterioration shall be accurately recorded utilizing sketches, photographs and video. Deficiencies shall be compared to similar areas above water.

Steel members shall be inspected for corrosion, distortion and section loss. During the inspection, areas of heavy marine growth shall be spot cleaned to check for section loss. Deficiencies shall be measured in inches and compared to similar areas above water.

Timber members shall be inspected for section loss, severe abrasion or marine borer attack and broken piles or bracings. Timber members shall be probed for softness. It may be necessary to use boring or coring tests to quantify internal deterioration. Bore holes should be filled with oversized treated hardwood dowels, epoxy or non-shrinking grout.

Stone facing blocks shall be inspected for damaged or displaced areas. Also, joints between stone facing blocks shall be probed with a pointed instrument to determine the condition of the joint material. The location of damage or deterioration shall be recorded utilizing sketches, photographs and video.

Scoured areas at the base of support piers and abutments shall be measured in inches and feet as to depth, width, and penetration beneath the substructure. Sketches, photographs and video documentation shall be provided, as necessary. The Consultant shall note conditions that are indicative of potential problems with scour and stream stability. The area around the supports shall be inspected for mussels and their presence or absence shall be noted on the report.

4. UNDERWATER SURVEY

Soundings shall be made to provide a record of the bottom profile. Soundings will be referenced to the waterline at the time of the inspection. The water surface at the time of the inspection should be referenced to a point of known elevation on the bridges or to a local benchmark. Soundings shall be taken around all elements in water and along lines parallel to the bridge at the upstream and downstream fascia. The pattern of soundings to be taken will vary depending upon the channel size, flow characteristics and configuration of the bridge. At a minimum, sounding water depths shall be recorded at span quarter-points, as well as, pier noses and centerline points of each pier side. Additional soundings shall be made to determine significant bottom features in the area. In some cases, a hydrographic survey or a side scan sonar investigation may be appropriate.

The Consultant shall submit a streambed profile report for sounding data taken along lines parallel to the bridge at the upstream and downstream fascia similar to the WISDOT Form DT2012. Profiles showing the channel bottom relative to the foundation shall be included in the final inspection report.

The consultant shall submit sketches that clearly define the results of the soundings taken around elements in water.

5. PHOTOGRAPHS/VIDEO

Underwater digital color still or video photographic equipment shall be used to document areas of significant deterioration and distress. A clear water box shall be used in areas of low visibility water.

Digital photographs and/or video should be used to illustrate typical examples of severe and/or common type deficiencies. Also, for the most severe deficiencies, one photograph illustrating a typical example should include a scale, such as a ruler or common hand tool. The essential features of a deficiency shall be emphasized by marking arrows or dimensions directly on the photograph and video.

6. REPORT

The Consultant shall provide a comprehensive element-based inspection report that details the condition of the substructure and channel, identifies areas of damage and deterioration, and outlines any necessary corrective action. The element-based inspection information shall be entered into the Wisconsin Highway Structure Information System (HSIS). In addition, the Consultant shall include the inspection procedures into the HSIS as well. The Consultant shall document underwater survey results and provide plotted streambed profiles. The final report shall adequately document the underwater inspection and survey data. The final report shall include appropriate sketches and photographs, and all underwater inspection forms as required by the Wisconsin Structure Inspection Manual. One signed

hard copy and one electronic copy (in PDF format) of the final inspection report shall be submitted to the City of Manitowoc within 30 days of the inspection. **The hard copy of the final report shall be signed and stamped by a registered professional engineer.**

The Consultant shall provide a summary report, listing bridges with critical conditions and recommended corrective actions. The report shall be submitted to the City of Manitowoc within 30 days of the inspection.

7. CRITICAL CONDITIONS, COMMUNICATIONS AND MEETINGS

The Consultant shall immediately contact the City of Manitowoc's Bridge Inspector when structural deficiencies serious enough to cause a current or imminent traffic safety hazard are detected.

The Consultant performing the underwater bridge inspection and underwater survey shall attend all meetings scheduled in connection with this inspection when required by the City of Manitowoc and/or WISDOT.

The Consultant shall inform the City of Manitowoc of the diving inspection schedule a minimum of five (5) days prior to diving bridges in the City of Manitowoc.

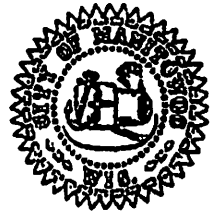
8. REPAIR PLAN DESIGN AND FOLLOW-UP UNDERWATER INSPECTION

The consultant shall design and prepare repair plans for fixing any deficiencies as recommended above and shall provide diving services for construction inspection of the repairs. This work shall only be completed upon approval by the City of Manitowoc of a separate work/change order from the underwater inspections and underwater survey.



CITY OF MANITOWOC

WISCONSIN, USA
www.manitowoc.org



March 10, 2021

TO: Mayor and Common Council
FROM: Board of Public Works
SUBJECT: Bridge Inspection & Underwater Survey
QO-21-2

Dear Mayor and Common Council:

At the February 17, 2021 Board of Public Works meeting, the Board met to receive quotes for Underwater Bridge Inspection & Underwater Survey, Quote #QO-21-2. City Clerk reported having received three (3) quotes. Same were opened and accepted in the City Clerk's Office, and are as follows:

Bidder	Quotes
Collins Engineers Inc.	\$10,500.00
JF Brennan Co.	\$34,246.00
Underwater Inspectors, LLC	\$11,550.00*

Clerks Note: The quote from Underwater Inspectors, LLC was received after the meeting. Due to having a mail receipt showing the parcel was to be received on February 17 2021, the quote was accepted.

"Moved by City Attorney Kathleen McDaniel, seconded by Finance Director/Treasurer Shawn Alfred, and unanimously carried to refer the bid to the Director of Public Infrastructure for tabulation and recommendation. Ayes, 6. Nays, none."

Very Truly Yours,

MACKENZIE REED-KADOW
Secretary Board of Public Works

Mackenzie Reed-Kadow, City Clerk
CITY HALL | 900 Quay Street | Manitowoc, WI | 54220-4543
Phone (920) 686-6950 | Fax (920) 686-6959 | mreedkadow@manitowoc.org

" QUOTATION TABULATION "

for
UNDERWATER BRIDGE INSPECTION

CITY OF MANITOWOC NO. 00-21-2
QUOTES RECEIVED FEBRUARY 17, 2021

QUOTER

NO. 1: Collins Engineers, Inc. \$10,500.00
NO. 2: Underwater Inspectors, LLC \$11,550.00
NO. 3: J.F. Brennan Company \$34,246.00

*Recommend Award to Collins Engineers
3-2-21*

ITEM DESCRIPTION	UNITS	BID QUANTITY	Collins Engineers, Inc.		Underwater Inspectors, LLC		J.F. Brennan Company	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
UNDERWATER BRIDGE INSPECTION								
1. 8TH STREET BRIDGE	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$8,087.00	\$8,087.00
2. 10TH STREET BRIDGE	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$8,087.00	\$8,087.00
3. 21ST STREET BRIDGE (SOUTHBOUND)	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$2,496.00	\$2,496.00
4. 21ST STREET BRIDGE (NORTHBOUND)	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$2,496.00	\$2,496.00
5. BROADWAY STREET BRIDGE	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$4,360.00	\$4,360.00
6. RAPIDS ROAD BRIDGE	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$4,360.00	\$4,360.00
7. WALDO BLVD. BRIDGE (LNR)	L.S.	1	\$1,400.00	\$1,400.00	\$1,325.00	\$1,325.00	\$4,360.00	\$4,360.00
UNDERWATER SURVEY								
8. 8TH STREET BRIDGE	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
9. 10TH STREET BRIDGE	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
10. 21ST STREET BRIDGE (SOUTHBOUND)	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
11. 21ST STREET BRIDGE (NORTHBOUND)	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
12. BROADWAY STREET BRIDGE	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
13. RAPIDS ROAD BRIDGE	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
14. WALDO BLVD. BRIDGE (LNR)	L.S.	1	\$100.00	\$100.00	\$325.00	\$325.00		\$0.00
TOTAL FOR QUOTATION 00-21-2				\$10,500.00		\$11,550.00		\$34,246.00

EXHIBIT B
COMPENSATION

CLIENT agrees to compensate COLLINS as follows:

LUMP SUM

CLIENT shall pay COLLINS for Services set forth in EXHIBIT A, a Lump Sum amount of \$10,500.

The Lump Sum includes compensation for all COLLINS' services included in EXHIBIT A and incorporates COLLINS' labor, overhead, profit, Reimbursable Expenses and COLLINS' outside services, if any.

The portion of the Lump Sum amount billed for COLLINS' services will be based upon COLLINS' estimate of the proportion of the overall services actually completed during the billing period to the total Lump Sum.