



Professional Services Agreement

This AGREEMENT (Agreement) is made today August 27, 2020 by and between CITY OF MANITOWOC (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Lincoln Park Zoo Master Plan

The scope of the work authorized is: See Scope of Services, Attachment A


The schedule to perform the work is: Approximate Start Date: Est. 10/1/2020
Approximate Completion Date: Est. 3/31/2021

The lump sum fee for the work is: Phase 1-4 **\$14,800**
Phase 5: Site Renderings, each. Billed Time and Materials, estimated fee **\$2,000** each.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.


Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MANITOWOC




Daniel J Koski (Name)
Director of Public Infrastructure (Title)
Date: 10-21-2020

MSA PROFESSIONAL SERVICES, INC.




Raine Gardner
Team Leader
Date: 8.27.2020

Attest: City Clerk (WI Only)



Clerk Name: Deborah Neuser
Date: 10-21-2020



Daniel Schmitt
Landscape Architect
Date: 8.27.2020

900 Quay Street
Manitowoc, Wisconsin 54220
Phone: (920) 686-6910

1702 Pankratz Street
Madison, Wisconsin 53704
Phone: 608-242-7779

4. MSA will recommend goals and strategies for improving visitor experience, site-specific features, and overall function of the zoo property, with consideration for the possible addition of a paid RV park and adventure park. This will not include Zoo programming and animal care recommendations.
5. Recommendations, goals and strategies will be included in the memo report (see Phase 4).

PHASE 3 – CONCEPTUAL DESIGN

1. Develop two area relationship (bubble) diagrams showing locations of programmatic elements, their relationship to one another and potential circulation routes (pedestrian, service, vehicular etc.). Design for the RV park and adventure park will remain schematic but will provide necessary context for Zoo improvements.
2. Facilitate design review meeting with Director/Public Infrastructure Committee/Zoological Society. Review Existing Conditions Map and area relationship diagrams. **Meeting #2 (teleconference)**
3. Develop one conceptual master plan for the entire zoo with character/representative images based on the preferred area relationship diagram based on client feedback from Meeting #2. Note, the scope of services assumes the concepts will be hand drawn to a scale for purposes of conveying potential improvements showing general locations and footprints of proposed facilities, access routes, and parking areas over an aerial image. The concept will consist of a color rendering to scale.
4. Develop planning level cost estimates for design and site development based on preferred concept plan. This may include proposed phasing.
5. Facilitate design review meeting with Director/Public Infrastructure Committee to review final master plan. **Meeting #3 (teleconference)**

PHASE 4: FINAL MASTER PLAN

1. Produce final master plan and staff memo report that will include:
 - a. Existing Conditions Map
 - b. Conceptual Preferred Master Plan
 - c. Conceptual Master Plan Phasing (if deemed necessary)
 - d. A range of planning level cost estimates for recommended improvements
 - e. Summary Report (memo), including strategic plan elements from Phase 2.
2. Revise final plan based on client feedback via e-mail and teleconference. **Final Deliverable (PDF)**

PHASE 5: EXHIBIT SPECIFIC RENDERING (EACH) – Not included in the Lump Sum Fee.

1. Based on the conceptual plan MSA will develop site specific 3D renderings for key park/zoo features. Where applicable photos of the existing conditions will be used as a base for overlaying improvements. 3D modeling will be used to provide the improvement details.

2. MSA will provide a high resolution image file of each image for use in future marketing and fundraising materials.

ITEMS PROVIDED BY THE CITY:

- *The city is responsible for providing any available GIS database or AutoCAD files with pertinent site information that may include: aerial imagery, parcel boundaries, contours, floodplain boundaries, vegetation, parking lot/paving, animal enclosures, utilities etc.
- ** Stakeholders to be identified by the City could include the Zoological Society, Parks staff, employees, current zoo donors, other City of Manitowoc staff and officials. The City will provide MSA a summary of responses from stakeholders.

SERVICES NOT PROVIDED AS PART OF THIS PROJECT

The following services are not included within the scope of services but can be completed by MSA upon authorization by the City on a time and materials basis:

- a. Specific Exhibit Renderings as noted in Phase 5.
- b. Conceptual Master Planning for RV park and adventure park.
- c. Additional Project Meetings and Public Engagement other than those listed in the Scope of Services.
- d. Stakeholder interviews as part of strategic planning recommendations.
- e. Additional marketing materials for fundraising and public engagement efforts, including social media posts, and print media – other than the images in Phase 5.
- f. Site Topographic Survey
- g. Detailed design development, architectural planning and design, structural design, construction documentation, and specifications.

FEE

MSA proposes the work outlined in the Scope of Services for Phases 1-4 for a lump sum of **\$14,800**

Phase 5 - Site Specific Renderings will be completed on a time and material basis, estimated fee for each image is **\$2,000**.

SAMPLE PROJECT SCHEDULE

Please note we are flexible and can adjust the schedule as desired.

CITY OF MANITOWOC LINCOLN PARK ZOO MASTER PLAN - PROPOSED TIMELINE -	M1				M2				M3				M4				M5							
	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 1	WEEK 2	WEEK 3	WEEK 4				
	SCOPE OF SERVICES																							
	Phase 1: Site Inventory, Analysis and Evaluation																							
	Conduct site visit and kick-off Meeting #1																							
Data gathering and research																								
Existing conditions evaluation/opportunities and constraints																								
Phase 2: Conceptual Design																								
Area relationship diagrams																								
Design Review Meeting #2(teleconference)																								
Conceptual master plan																								
Planning level cost estimates																								
Design Review Meeting #3(teleconference)																								
Phase 3: Strategic Planning																								
Phase 4: Final Master Plan																								
Product final master plan and staff report																								
Revise final plan based on client feedback																								
Final plan completion																								
PROJECT COMPLETION PERCENTAGE					15%				30%				60%				90%				100%			

1947

...

...

...

...

...

...

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists	\$125 – \$155/hr.
Landscape Architects	\$ 80 – \$160/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

- * Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. Reuse of Documents. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



Professional Services Agreement

This AGREEMENT (Agreement) is made today August 27, 2020 by and between CITY OF MANITOWOC (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Lincoln Park Zoo Master Plan

The scope of the work authorized is: See Scope of Services, Attachment A

The schedule to perform the work is: Approximate Start Date: Est. 10/1/2020
Approximate Completion Date: Est. 3/31/2021

The lump sum fee for the work is: Phase 1-4 **\$14,800**
Phase 5: Site Renderings, each. Billed Time and Materials, estimated fee **\$2,000** each.

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

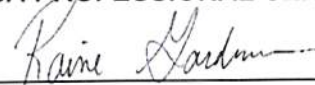
Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF MANITOWOC

MSA PROFESSIONAL SERVICES, INC.

(Name)


(Title)
Date: _____



Raine Gardner
Team Leader
Date: 8.27.2020

Attest: City Clerk (WI Only)

Clerk Name: _____
Date: _____



Daniel Schmitt
Landscape Architect
Date: 8.27.2020

900 Quay Street
Manitowoc, Wisconsin 54220
Phone: (920) 686-6910

1702 Pankratz Street
Madison, Wisconsin 53704
Phone: 608-242-7779

**ATTACHMENT A - SCOPE OF SERVICES
CITY OF MANITOWOC
LINCOLN PARK ZOO MASTER PLAN**

PROJECT OBJECTIVE:

Assist the City with creation of a site-specific master plan for the Lincoln Park Zoo. This includes an evaluation of existing site features, development of two area relationship diagrams, one concept drawing with character images, and planning level cost estimates. The final master plan will aid the City in the development of the future budgets to identify project phasing, assist with final design/construction drawings, and support future funding initiatives for the improvements as approved by the City. In addition, MSA will provide site specific strategic planning to assist the City in planning for future improvements, including the Zoo as well as the proposed RV campground on Parcel No. 817304010 (approximately 20 campsites) and adventure park (10 features) within the existing Lincoln Park Property.

The scope of work authorized is:

PHASE 1 – SITE INVENTORY, ANALYSIS AND EVALUATION

1. Conduct site visit and kick-off meeting with staff to confirm scope and preliminary program needs. In preparation for strategic planning, MSA will conduct a Strength, Weakness, Opportunity, Threats (SWOT) analysis. This analysis will be used to identify goals and core values for the strategic plan as well as develop an outline for a vision statement for the zoo.
Meeting #1, Kick-off.
2. Data gathering and research. Gathering existing land use/mapping data for site. Coordination with client regarding desired programmatic features. City to provide past user information and input and any other applicable data to support this effort.
3. Evaluate existing conditions and determine opportunities and constraints. Develop one map to summarize site constraints (e.g. parcel boundaries, contours, floodplain boundaries, etc.), issues and opportunities.*

PHASE 2 – SITE SPECIFIC STRATEGIC PLAN

1. MSA will assist the City in developing a set of questions to assess stakeholder needs for future zoo planning and operations. These questions can be administered by the City in either a questionnaire or interview format.**
2. MSA will conduct a comparative analysis of the Lincoln Park Zoo with the NEW Zoo Park and other similar facilities with an RV/adventure park component to identify best practices that could be transferrable. MSA will also identify and summarize the competitive marketplace for RV parks in the region. This analysis will include an inventory of other types of lodging, recreation and entertainment amenities that draw people to the area to better understand tourism and user potential.
3. MSA will recommend key visitor and demographic statistics that should be tracked to aid in understanding the Zoo's clientele for future strategic planning updates.

4. MSA will recommend goals and strategies for improving visitor experience, site-specific features, and overall function of the zoo property, with consideration for the possible addition of a paid RV park and adventure park. This will not include Zoo programming and animal care recommendations.
5. Recommendations, goals and strategies will be included in the memo report (see Phase 4).

PHASE 3 – CONCEPTUAL DESIGN

1. Develop two area relationship (bubble) diagrams showing locations of programmatic elements, their relationship to one another and potential circulation routes (pedestrian, service, vehicular etc.). Design for the RV park and adventure park will remain schematic but will provide necessary context for Zoo improvements.
2. Facilitate design review meeting with Director/Public Infrastructure Committee/Zoological Society. Review Existing Conditions Map and area relationship diagrams. **Meeting #2 (teleconference)**
3. Develop one conceptual master plan for the entire zoo with character/representative images based on the preferred area relationship diagram based on client feedback from Meeting #2. Note, the scope of services assumes the concepts will be hand drawn to a scale for purposes of convening potential improvements showing general locations and footprints of proposed facilities, access routes, and parking areas over an aerial image. The concept will consist of a color rendering to scale.
4. Develop planning level cost estimates for design and site development based on preferred concept plan. This may include proposed phasing.
5. Facilitate design review meeting with Director/Public Infrastructure Committee to review final master plan. **Meeting #3 (teleconference)**

PHASE 4: FINAL MASTER PLAN

1. Produce final master plan and staff memo report that will include:
 - a. Existing Conditions Map
 - b. Conceptual Preferred Master Plan
 - c. Conceptual Master Plan Phasing (if deemed necessary)
 - d. A range of planning level cost estimates for recommended improvements
 - e. Summary Report (memo), including strategic plan elements from Phase 2.
2. Revise final plan based on client feedback via e-mail and teleconference. **Final Deliverable (PDF)**

PHASE 5: EXHIBIT SPECIFIC RENDERING (EACH) – Not included in the Lump Sum Fee.

1. Based on the conceptual plan MSA will develop site specific 3D renderings for key park/zoo features. Where applicable photos of the existing conditions will be used as a base for overlaying improvements. 3D modeling will be used to provide the improvement details.

2. MSA will provide a high resolution image file of each image for use in future marketing and fundraising materials.

ITEMS PROVIDED BY THE CITY:

*The city is responsible for providing any available GIS database or AutoCAD files with pertinent site information that may include: aerial imagery, parcel boundaries, contours, floodplain boundaries, vegetation, parking lot/paving, animal enclosures, utilities etc.

** Stakeholders to be identified by the City could include the Zoological Society, Parks staff, employees, current zoo donors, other City of Manitowoc staff and officials. The City will provide MSA a summary of responses from stakeholders.

SERVICES NOT PROVIDED AS PART OF THIS PROJECT

The following services are not included within the scope of services but can be completed by MSA upon authorization by the City on a time and materials basis:

- a. Specific Exhibit Renderings as noted in Phase 5.
- b. Conceptual Master Planning for RV park and adventure park.
- c. Additional Project Meetings and Public Engagement other than those listed in the Scope of Services.
- d. Stakeholder interviews as part of strategic planning recommendations.
- e. Additional marketing materials for fundraising and public engagement efforts, including social media posts, and print media – other than the images in Phase 5.
- f. Site Topographic Survey
- g. Detailed design development, architectural planning and design, structural design, construction documentation, and specifications.

FEE

MSA proposes the work outlined in the Scope of Services for Phases 1-4 for a lump sum of **\$14,800**

Phase 5 - Site Specific Renderings will be completed on a time and material basis, estimated fee for each image is \$2,000.

SAMPLE PROJECT SCHEDULE

Please note we are flexible and can adjust the schedule as desired.

CITY OF MANITOWOC LINCOLN PARK ZOO MASTER PLAN - PROPOSED TIMELINE -	M1	M2	M3	M4	M5
	WEEK 1	WEEK 1	WEEK 1	WEEK 1	WEEK 1
	WEEK 2	WEEK 2	WEEK 2	WEEK 2	WEEK 2
	WEEK 3	WEEK 3	WEEK 3	WEEK 3	WEEK 3
	WEEK 4	WEEK 4	WEEK 4	WEEK 4	WEEK 4
SCOPE OF SERVICES					
Phase 1: Site Inventory, Analysis and Evaluation					
Conduct site visit and kick-off Meeting #1					
Data gathering and research					
Existing conditions evaluation/opportunities and constraints					
Phase 2: Conceptual Design					
Area relationship diagrams					
Design Review Meeting #2 (teleconference)					
Conceptual master plan					
Planning level cost estimates					
Design Review Meeting #3 (teleconference)					
Phase 3: Strategic Planning					
Phase 4: Final Master Plan					
Product final master plan and staff report					
Revise final plan based on client feedback					
Final plan completion					
PROJECT COMPLETION PERCENTAGE	15%	30%	60%	90%	100%

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Architects	\$115 – \$175/hr.
Clerical	\$ 60 – \$115/hr.
CAD Technician	\$ 95 – \$143/hr.
Geographic Information Systems (GIS).....	\$ 75 – \$143/hr.
Housing Administration	\$ 75 – \$120/hr.
Hydrogeologists	\$125 – \$155/hr.
Landscape Architects	\$ 80 – \$160/hr.
Planners	\$ 85 – \$170/hr.
Principals.....	\$175 – \$275/hr.
Professional Engineers	\$ 86 – \$190/hr.
Project Manager.....	\$ 150 – \$238/hr.
Professional Land Surveyors	\$ 87 – \$165/hr.
Staff Engineers.....	\$ 80 – \$150/hr.
Technicians	\$ 65 – \$128/hr.
Wastewater Treatment Plant Operator.....	\$ 75 – \$ 95/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Fax	\$1.00/page
GPS Equipment	\$40/hour
Mailing/UPS	At cost
Mileage – Reimbursement (currently \$0.575/mile).....	Rate set by Fed. Gov.
Mileage – MSA Vehicle (currently \$0.70/mile)	Rate set by Fed. Gov
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine.....	Included in labor rates
Stakes/Lath/Rods	At cost
Total Station	Included in labor rates
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Trimble Geodimeter.....	\$30/hour

- * Labor rates represent an average or range for a particular job classification. These rates are in effect until January 1, 2021.

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. Reuse of Documents. Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. Exclusion of Special, Indirect, Consequential and Liquidated Damages. Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. State Law. This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. Jurisdiction. OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. Understanding. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.