



Professional Services Agreement

MSA Project Number: 05571031

This AGREEMENT (Agreement) is made effective May 11, 2023 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: 608-242-7779

Representative: Dan Williams

Email: dwilliams@msa-ps

CITY OF MANITOWOC

Address: 900 Quay Street, Manitowoc, WI 54220

Phone: 920-686-6930

Representative: Paul Braun Email: pbraun@manitowoc.org

Project Name: Manitowoc Marina Improvements

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

The schedule to perform the work is: Approximate Start Date: May 11, 2023
Approximate Completion Date: May 2025

The lump sum fee for the work is: \$143,550

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.

Justin M. Nickels
Mayor of Manitowoc

Date: _____

John Langhans
Vice President

Date: 5/15/2023

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

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), and quoted fees for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. 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 or involve renovation of an existing building or structure, 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 Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment 1, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days 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.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) 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, pandemics, 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.

5. **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.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA 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 MSA 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 MSA by others.

7. **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 recommendations 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 warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. 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, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and 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.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's

Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. 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.

15. 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.

16. 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.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, 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.

18. 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.

19. 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.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, 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, 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, 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, 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.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

22. 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 the court having jurisdiction as specified in section 29 of this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA 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.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

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

31. **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 Sauk County, Wisconsin.

32. **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.

ATTACHMENT A: SCOPE OF SERVICES

Phase One - Kickoff Meeting and Data Acquisition

MSA will begin with a kickoff meeting with the City of Manitowoc (in person) to review the scope, revising if needed. We will verify with the City the need for any permittable requirements due utility services or in-water anchorage.

MSA will review the available data, discuss schedule, and clarify expected deliverables at the meeting with the City. MSA will use the original dock layout plan from 2016 by Lunde Williams, LLC and City of Manitowoc provided survey data to develop a project base map in CAD. Previous conversations have established the general conditions for the project. This meeting will confirm our understanding of the project goals and parameters. Our understanding will be documented in meeting notes and memorandum.

MSA will also preform a site survey to collect additional information needed for the design to make the upland connections and provide a basis for site design for the project. No bathymetric survey is included in this survey work.

MSA will identify additional information required to facilitate the design process. This may include soil borings and geotechnical investigations necessary for the anchorage design and will be performed by others. If needed for the project, MSA will provide the geotechnical program and scope and solicit geotechnical proposals. MSA will coordinate with the geotechnical firm to draft a report specific to the project. The City of Manitowoc shall contract directly with the geotechnical consultant and be responsible for the payment of these services. Geotechnical investigations and report are not included in MSA's scope, but MSA will provide direction on the number and location of borings to be taken to the geo-technical firm selected.

Meetings

- Kick-off Meeting – **Meeting #1**

Deliverables

- Initial meeting notes and initial project understanding memorandum (PDF)
- Initial needs requirements solicitation and coordination for geotechnical
- Investigations, if required. (PDF)
- Project base map (in AutoCAD and pdf format)

Phase Two – Grant Assistance

MSA will assist the City if submitting for the Boating Infrastructure Grant (BIG) and Clean Vessel Grant for improvements to the transient portion of the marina. The BIG Grant submission is due in June of a given year and is awarded the follow April. The money received from a winning submittal cannot be used until September of that year. The proposed schedule for Manitowoc would be submission June 2023, if awarded April 2024, and grant start September 2024. The

BIG submittal would be for a Tier 1, up to \$200,000, given the amount of qualifying transient boating uses at the Manitowoc Marina.

The Clean Vessel Act Grant (CVA) provide funding for construction, renovation, operation, and maintenance of pump-out stations. The CVA is due by September 1, 2023.

MSA will also provide a matrix of other, if any, funding sources that can be applied to the marina project. Depending upon complexity of submitting, additional services may be required to cover MSA assistance in preparing documents.

Deliverables

- Support information for a Tier 1 BIG Grant (PDF)
- Support information for a Clean Vessel Act Grant (PDF)
- Funding Matrix (PDF)

Phase Three –Design Development

MSA will refine the initial plan layout and include needed structural and additional dock utility design for the fuel dispensers and boat pumpout system, and electrical needs and code compliancy to a minimal level of 50% construction documents in the design development stage. During this phase, the marina project design and detailing to the 50% level is adequate for submitting permits (if required), distinguishing finishes and features, and preparation outline specifications for review.

MSA will develop the designs for the marina docks, gangways and utilities, and upland connections. These designs will include updated quantities for use in the updated construction cost estimates. Initial outline specifications will be defined at this time and will be used in developing the project manual in the Construction Documents phase.

Meetings

- Hold progress conference calls, on as needed basis.
- **Meeting #2** will be near the completion of Design Development where we will review the design status, costs, and construction schedules, which will be via video conference call.

Deliverables

- Design Development level plans, elevations, and sections for project in electronic (pdf) format.
- Updated construction costs for the project in electronic (pdf) format.
- Outline level project specifications in electronic (pdf) format.

Phase Four – Construction Documents

During this phase, MSA will develop final engineering documents for the marina facility. After acceptance by the City of Manitowoc of the Design Development documents, revised construction cost estimate, and any other deliverables subject

to any City directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from the City of Manitowoc, MSA will prepare the construction documents.

Anticipated construction plans for the construction documents include:

- Existing Site Conditions
 - Erosion Control and details
 - Proposed Site Plan
 - Dock plans, sections, details
 - Marina anchoring
 - Site and Dock electrical and plumbing plans and details
 - Structural plans for landside connections
1. MSA will coordinate with regulatory and local agencies the acquisition of required permits. Army Corps has indicated there is no needed permit for E Dock. Only City approvals are assumed for the actual permits needed for this project. MSA will provide technical criteria, written descriptions, and design data for the City of Manitowoc's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project.
 2. Update the Construction Cost estimate per the development of the final drawings and specifications.
 3. Prepare and furnish bidding documents for review by the City of Manitowoc. The City of Manitowoc shall submit to Engineer a complete collection of any comments provided by the review of the bidding documents per the City of Manitowoc, legal and other agencies. Only one (1) round of comment/review changes are included and will be made to the plans.
 4. Revise the bidding documents in accordance with comments and instructions from the City of Manitowoc, as appropriate, and submit one (1) final copy of the biddable construction documents and a revised Construction Cost estimate.

Engineer's services under the Final Construction Documents Phase will be considered complete on the date when the submittals have been delivered to the City of Manitowoc. It is assumed the project will be developed as one set of construction documents. If there is a need to break these into multiple bid packages, consideration for additional time and fee shall be reviewed with MSA and the City.

Meetings

- A 90% completion of document virtual **Meeting (#3)** via video conference call
- One in-person 100% review **Meeting (#4)**.

Deliverables

- 90% review bid set of documents including plans and specifications in electronic (PDF)

- Bid set of final construction drawings in AutoCAD and electronic (PDF)
- Bid set of final construction specifications in electronic (PDF)
- Project Construction Cost Estimate in electronic (PDF)

Phase Five – Bidding

The City of Manitowoc will provide the front-end City specifications and assemble and advertise the bid set using Quest. MSA will conduct a pre-bid meeting at the City of Manitowoc. MSA will answer bidder questions and respond with appropriate clarifications. MSA will evaluate the bids and provide written recommendations. Once a Contractor is selected by the City, MSA will assist the City of Manitowoc in facilitating the completion of the Construction contract.

Phase Six – Construction Administration Services

Upon award and authorization of the construction project bids, MSA will start the Construction Administrative and Observation Phases.

Construction Administration:

- Project Administration: Manage and coordinate project team, budget and schedules. Maintain communication with Owner and Contractors on the project.
- Pre-Construction Meeting: Coordinate and facilitate a pre-construction meeting including but not limited to, MSA, City staff, Contractors, utility companies, etc.
- MSA will conduct up to 4 site visits for project construction update and review meetings during construction
- Shop Drawing Submittal Review: Review contractor Shop Drawings/Submittals for compliance with the Construction Documents. MSA will coordinate any submittals/sample selections with the City of Manitowoc for final recommendations.
- Pay Applications/Change Orders: Review Pay Applications/Change Order requests from the Contractor and provide recommendation to the City of Manitowoc.

Schedule

MSA will begin work after authorization from the City to proceed. The anticipated schedule is approximately 24 months as follows:

- | | |
|---|---------------------------|
| • Phase 1 – Kickoff Meeting and Data Acquisition | April – May 2023 |
| • Phase 2 – Grant Assistance | April – June 2023 |
| • Phase 2 – Design Development and Permit Submittals(s) | June – July 2023 |
| • Phase 3 – Construction Documents | August – Dec 2023 |
| • Phase 4 – Bidding Assistance | Feb. 2024 |
| • Phase 5 – Construction Administration Services | October 2024 – April 2025 |
| • Anticipated Completion | April 2025 |

Compensation

All phases in this proposal are lump sum fee plus reimbursable expenses. Fees by task are:

Phase 1 – Kickoff Meeting and Data Acquisition	\$ 9,700
Phase 2 – Grant Assistance	\$ 11,500
Phase 3 – Design Development and Permit Submittals(s)	\$ 29,800
Phase 4 – Construction Documents	\$ 55,700
Phase 5 – Bidding Assistance	\$ 6,350
Phase 6 – Construction Administration Services	\$ 30,500
Lump Sum Fee	\$143,550

**ATTACHMENT B:
RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 85 – \$140/hr.
Architects	\$ 70 – \$205/hr.
Community Development Specialists	\$140 – \$175/hr.
Digital Design	\$165 – \$180/hr.
Environmental Scientists/Hydrogeologists	\$100 – \$170/hr.
Geographic Information Systems (GIS)	\$ 90 – \$175/hr.
Housing Administration	\$ 90 – \$160/hr.
Inspectors/Zoning Administrators	\$100 – \$120/hr.
IT Support	\$165 – \$180/hr.
Land Surveying	\$ 90 – \$175/hr.
Landscape Designers & Architects	\$ 70 – \$205/hr.
Planners	\$ 95 – \$160/hr.
Principals	\$200 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$140 – \$175/hr.
Project Managers	\$145 – \$220/hr.
Real Estate Professionals	\$130 – \$145/hr.
Staff Engineers	\$ 70 – \$130/hr.
Technicians	\$ 90 – \$140/hr.
Wastewater Treatment Plant Operator	\$ 85 – \$105/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment	\$20/hour
Dini Laser Level	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	\$30/hour
Drone Flight	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2023.