

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of May, 2017 by and between

the City of Manitowoc, Wisconsin,
hereinafter referred to as "City",
a Wisconsin municipal corporation located at
900 Quay Street
Manitowoc, WI 54220,

and

RICH & ASSOCIATES, INC., a Michigan Corporation,
hereinafter referred to as "Consultant", located at
26877 Northwestern Highway
Suite 208,
Southfield, Michigan 48033.

RECITALS

- A. The City desires to retain the Consultant for professional Consulting Services to conduct a Parking Study of Downtown Manitowoc.
- B. Consultant submitted a Proposal to conduct the Downtown Parking Analysis on March 8, 2017 in response to a Request for Proposal for a Downtown Parking Analysis issued by the City of Manitowoc dated February 21, 2017. The Consultant's proposal, incorporated herein as Exhibit A, contains certain facts about the Consultant, the Consultant's Scope of Work and Cost of Services.

NOW, THEREFORE, the parties agree as follows:

- 1. BASIC SERVICES OF CONSULTANT:** The basic services of the Consultant consist of the scope of work detailed on pages 18 through 30 in Section 3: Scope and Approach of the proposal provided by the Consultant attached as Exhibit A.
- 2. CHANGE AND ADDITIONAL WORK:** The City may, at any time, by written order direct the Consultant to revise portions of the project work previously completed, delete portions of the project, make other changes within the general scope of the services or work to be performed under this agreement, or request other additional work not reasonably implied by the project approach. If such changes cause an increase or decrease in the Consultant's cost of or time required for performance of any service under this agreement not already agreed upon and referred to in the proposal dated March 8, 2017, an equitable cost and/or completion time adjustment shall be made in accordance with the fee schedule included in the proposal submission, and this agreement shall be modified in writing accordingly. Additionally, the City may, at its discretion, amend this contract to include any further planning, parking garage architectural or engineering design services as necessary that may arise as a result of the parking study work undertaken and identified in the contract.
- 3. COMPENSATION:** The City shall compensate Consultant for the services described in Section 3: Scope and Approach and referenced above, in the amount of \$43,340, which shall be billed on the basis of percentage of project completion. In addition, reimbursable expenses identified in

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Section 4: Cost of the provided proposal shall be billed at cost without markup. These expenses are estimated at \$6,205 for a total not-to-exceed cost of \$49,545. All bills shall be paid by City within 30 days of receipt.

4. **INSURANCE:** Consultant further agrees to the Insurance requirements as detailed in the City's Request for Proposal referenced above.
5. **SERVICES TO BE PROVIDED BY THE CITY:** The services or information to be provided by the City shall include, but not necessarily be limited to, the following:
 - Any and all existing planning, traffic and parking studies conducted by other consultants for the City and those completed by the City itself.
 - Land use square footage by block within the study area.
 - Complete inventory of public and private parking supply within the study area.
 - Any legal or financial information concerning financing, special assessment, TIF, etc.
 - Current zoning information.
 - Any and all development plans within the study area including square footage, proposed uses, schedule, etc., and
 - A list of appropriate individuals to contact during the study.
6. **TIME OF COMPLETION:** The Consultant shall endeavor to submit a draft final report and final report by the end of August 2017 in accordance within an approximate 12-week time schedule proposed so that the information can be used in the City's budgeting process. The schedule is dependent upon the provision of information to the Consultant by the City, meeting date availability, timely production of documents and timely review by the City of information provided by the Consultant.
7. **TERMINATION OF AGREEMENT:** The City may terminate with or without cause this Agreement at any time. In the event of such termination, the Consultant shall be compensated for such services as are performed up to the point of termination. This Agreement may be terminated by either the City or the Consultant upon failure by either party to satisfactorily perform the terms and conditions of this Agreement, if either does not satisfactorily perform within 10 days of receipt of written notice from the other specifying the manner of failure. In the event of such termination, the Consultant shall not be entitled to further compensation from the City for work performed or costs sustained following the date of such termination. In the event that the City should determine to suspend or abandon all or any part of the work described herein, it shall give written notice to the Consultant who shall immediately terminate all work affected. Within 30 days of the date of abandonment, Consultant shall provide an invoice detailing the compensation due for expenses incurred and work completed up to the receipt of notice of abandonment as final settlement for all of the Consultant's services performed prior to receipt of notice of abandonment. Upon making such payment, the City shall have no further obligation to compensate the Consultant.
8. **INDEPENDENT CONTRACTOR:** The parties intend that the Consultant shall be an independent contractor in performing the services provided by this Agreement. The Consultant is not to be considered an agent or employee of the City for any purpose, and the officers, employees, and agents of the Consultant are not entitled to any of the benefits the City provides for City employees including, but not limited to, Worker's Compensation Insurance and withholdings for

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taxes. The Consultant shall fill out required IRS forms as may be necessary as an independent contractor.

9. **NONWAIVER OF BREACH:** Any waiver by either party of a breach of a provision of this Agreement shall not operate or be construed as a waiver or any other breach of such provision or waiver of any breach of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

RICH & ASSOCIATES, INC.

CITY OF MANITOWOC

By: Richard C Rich
Richard C. Rich, P.E., President

By: _____
Justin M. Nickels, Mayor

By: Annaka L Norris
Annaka L. Norris, Parking Planner

By: _____
Jennifer Hudon, City Clerk

Date: 5-11-2017

Date: _____

STATE OF MICHIGAN)

COUNTY OF Oakland) ss.

Personally came before me this 11th day of May 2017, the above Richard C. Rich, P.E., and Annaka L. Norris, Parking Planner acknowledged that they executed the foregoing instrument.

D A Kolar
Notary Public
Livingston County, Michigan
My commission (expires) (is): 5/29/2022

D A KOLAR
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES May 29, 2022
ACTING IN COUNTY OF Oakland

STATE OF WISCONSIN)

COUNTY OF MANITOWOC) ss.

Personally came before me this _____ day of _____, 2017, the above signed Justin M. Nickels, Mayor, and Jennifer Hudon, City Clerk, of the City of Manitowoc, Wisconsin and acknowledged that they executed the foregoing instrument as such Officers of said City, by its authority.

Notary Public
Manitowoc County, Wisconsin
My commission (expires) (is): _____

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Exhibit A