



Professional Services Agreement

This AGREEMENT (Agreement) is made today 12/14/2020 by and between CITY OF MANITOWOC, WI (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Housing Study and Needs Assessment

The scope of the work authorized is: See Attachment B

The schedule to perform the work is: Approximate Start Date: 02/01/2021
Approximate Completion Date: 05/05/2021

The lump sum fee for the work is: \$31,400

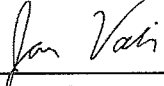
All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

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

CITY OF MANITOWOC, WI

MSA PROFESSIONAL SERVICES, INC.

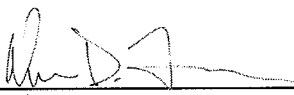
Justin M. Nickels
Mayor
Date: _____



Jason Valerius
Team Leader
Date: 12/14/2020

Attest: City Clerk

Clerk Name: Deborah Neuser
Date: _____



Matt Frater
Project Manager
Date: 12/14/2020

900 Quay Street
Manitowoc, WI 54220
Phone: (920) 686-6931
Email: ategen@manitowoc.org

1702 Pankratz Street
Madison, WI 53704
Phone: (608) 421-7140
Email: mfrater@msa-ps.com

Attachment A –
General Terms and Conditions

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

1. 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.

2. 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 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 B –
Scope of Services



HOUSING STUDY & NEEDS ASSESSMENT CONTENT

To understand the need for appropriately priced, placed, and designed renter- and owner-occupied housing, it is necessary to evaluate the region to understand what housing already exists in the larger market. To that end, the study would analyze the City, but also integrate comparative data from surrounding communities and the County. All of the following components are included in our Housing Study and Needs Assessments - not as siloed chapters, but integrated into different market segments throughout.

We recognize the need for focus on both citywide and downtown areas - and analysis of all sections will include insets of local data, as well as downtown-specific analysis where available data allows. These complement each other in the overall market, and for our purposes the downtown analysis will build on larger market identification.

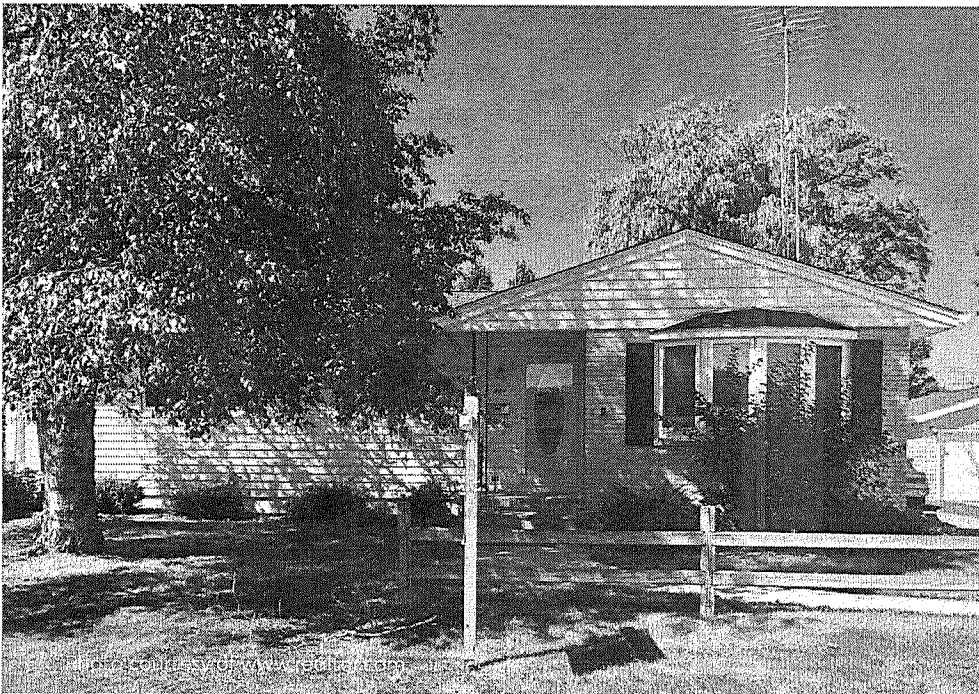
EXECUTIVE SUMMARY

The executive summary presents a clear and concise synopsis of market conditions and gaps between supply and demand of housing in different market segments—including strategies to close those gaps and examples of how they work in other communities

REVIEW OF CITY PLANS, POLICIES AND PROGRAMS

This section of analysis evaluates all plans, policies, and programs within the area that influence the existing housing market, including:

- Manitowoc Comprehensive Plan
- Downtown Master Plan
- Manitowoc Municipal Code
- Current Housing Programs and Initiatives



DEMOGRAPHIC AND EMPLOYMENT TREND IMPACTS ON DEMAND

Understanding demographics in the City and region (and how they may be changing) is a key component of housing demand. Current and projected (5-yr. and 10-yr.) demographics will be analyzed to identify population and household trends, and will result in analysis of:

- General Population and Household Characteristics
- Households by Income Level (30/50/80/100+ AMI)
- Household Cost Burden
- Household Tenure
- Housing Instability and Homelessness

Because income is one of the biggest determinants of housing demand, demographic data will be displayed by tenure (renter vs. owner-occupied housing) and income as possible based on available data. The ability to organize this data by income level aids in understanding affordable housing demand at every price point, for different types of units, and for the needs of varying households.

Area incomes are not static – they are dependent on the regional employment market. This analysis section features a profile of employment trends, including:

- Commuting Patterns
- Employment Sectors
- Unemployment
- Impact of Wages/Cost of Living

Data reflecting recent changes in employment attributable to COVID-19 impacts will be discounted unless interview feedback identifies credible long-term pandemic impacts.

HOUSING SUPPLY AND UTILIZATION

A current profile of the City's overall housing stock is needed to formulate a supply baseline, and will be supplemented with development approvals and permitting to reflect ongoing annual changes within the market. Location of various unit types and characteristics will be included in the analysis, permitted local data exists to illustrate this information. As feasible, we will also consider historic data to further identify trends – especially trends in housing under transition from owner-occupied to rental units within the downtown core. Data we will analyze for your study includes:

- Unit Type and Size
- Home Values/Rent Levels
- Consumption of Units by Price Level and Income
- Condition (code violations)
- Construction Trends and Unit Age
- Vacancy
- For-sale Inventory Trends (quantity, price, months of inventory)
- Housing for Seniors
- Subsidized Housing Stock

When possible, all housing trends will be displayed in terms of affordability within the local market. This is possible for most but not all listed elements due to data limitations.

OTHER HOUSING MARKET FORCES

The housing market is impacted by a variety of local, regional, and national forces including market trends, public policy and regulations. This section will examine other forces on Manitowoc's housing market such as:

- Property Tax Rates
- Property Value
- Available Lots
- Zoning Policy and Land Use Regulations
- Recent and Projected Employment Growth
- National Trends/Forcing Affecting Local Housing Markets

STAKEHOLDER PREFERENCES AND NEEDS

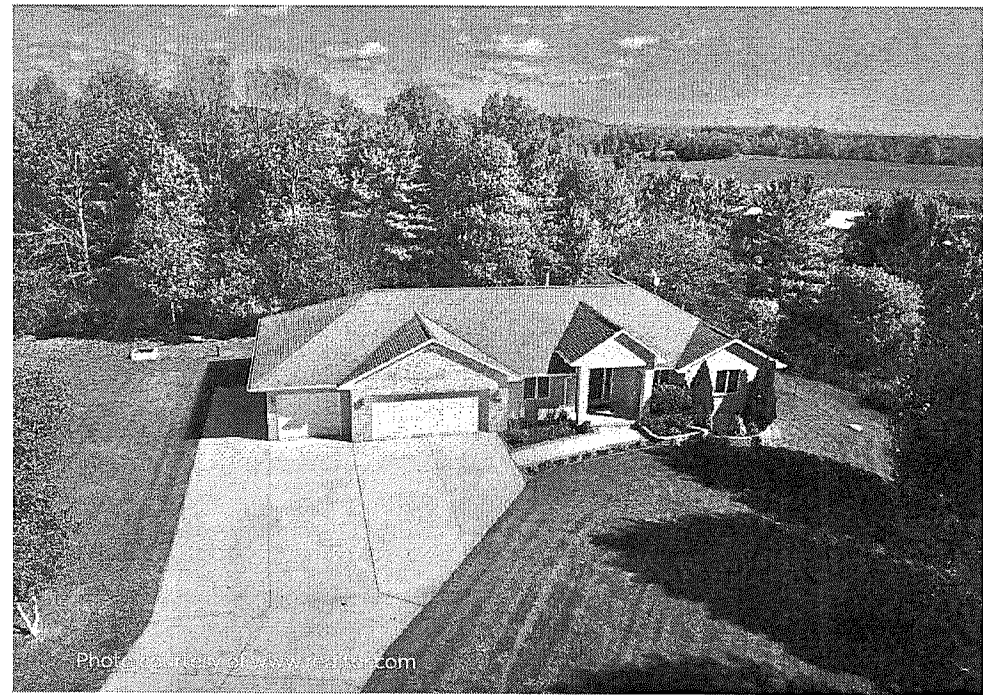
Public preference and perception are key to implementing rehabilitation, redevelopment, infill, and greenfield housing initiatives. We will summarize findings of the stakeholder interviews and optional community survey, connecting findings to analysis. This includes highlighting any stakeholder-identified needs that do not align with analyses - offering explanation for any disconnect, or identified obstacles in public perception.

HOUSING STUDY GAPS

Our gap analysis builds on and synthesizes findings of the preceding sections to identify and quantify current and projected market gaps. Examples of gaps to be identified include:

- New unit demand by tenure and affordability (affordable, workforce, market rate) in the short- and medium-term
- Unit demand for seniors (independent and assisted living)

This analysis will also consider where there is oversupply within the market, and propose strategies to nudge the market toward equilibrium. Opportunities for missing middle and context-sensitive infill development types will also be discussed. This section may also identify priority areas for infill and new development..



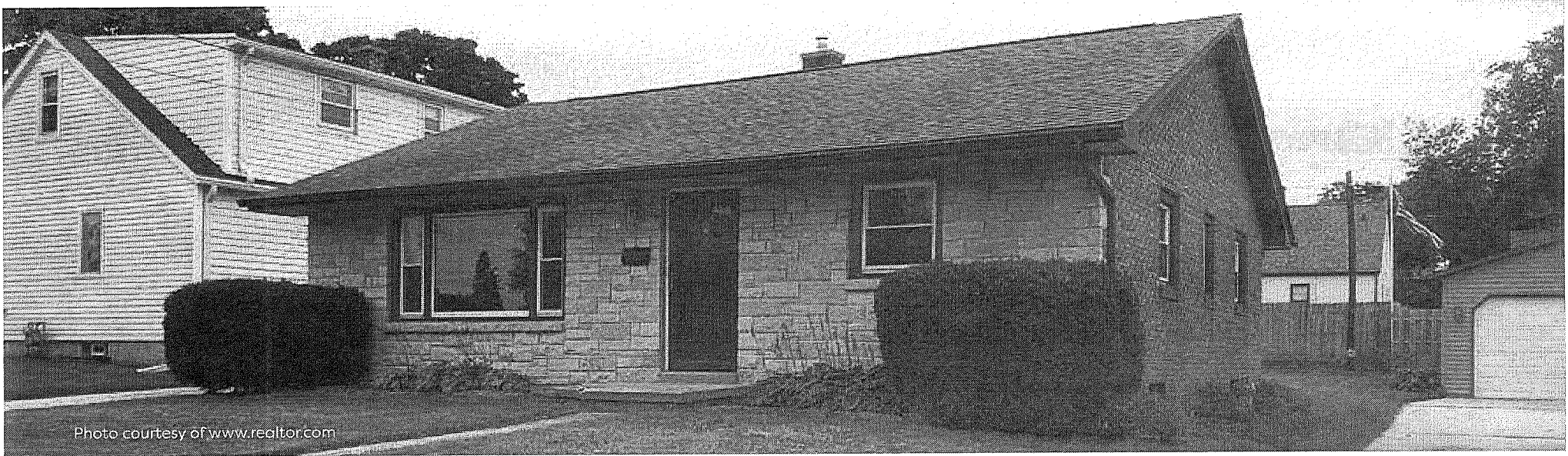


Photo courtesy of www.realtor.com

STRATEGIES FOR IMPLEMENTATION

Addressing housing supply gaps requires more than just the number of units and general implementation areas. Achieving goals that support healthy neighborhoods (a mix of housing types at various price points) requires layered municipal involvement including targeted strategies that leverage all available resources. This task includes recommendations that can form the basis of a municipal action plan including the potential to layer programs and build capacity to meet identified needs.

We may also suggest new community-based strategies that can close gaps and overcome the identified issues. This may include recommendations ranging from communication, promotion/marketing, local regulations, sources of funding, and local partnerships. Many of the proposed strategies will be based on programs proven to be effective and sustainable in other communities.

This Housing Study & Needs Assessment will give the City the ability to not only describe gaps within the local housing market, but explain and implement strategies that will work to close them – whether to residents, development partners, or newly elected officials. We recommend that the City Council support the implementation steps by adopting the final deliverable as a City Plan, directing that critical policy recommendations be incorporated into the next Comprehensive Plan update. Integration with the comprehensive plan will reinforce the policy recommendations and help to align them with land use and development decisions.

PROPOSED USE OF CITY STAFF

MSA asks the following of City of Manitowoc staff during this process:

- Identify and recruit interview participants
- Assist in data collection including MLS reports, county and municipal data, etc.
- Review of draft study and recommendations
- Support in GIS data assembly

We value local perspective, knowledge and leadership, and we see staff as critical stakeholders. Working knowledge of current conditions and resident needs is your daily work – and we see your input as vital to project success. As such, we are open to continual dialogue and project refinement in order to ensure the highest quality and most effective plan possible.

DELIVERABLES

MSA will deliver digital copies of all draft and final documents and maps.

AGREEMENT TO COMPLETE PROJECT

MSA agrees to complete the project within the timeframe as listed in the RFP, adjusted to reflect updated date of notice to proceed.