



April 18, 2017

Mr. Greg Minikel, PE, Engineering Division Manager  
City of Manitowoc  
900 Quay Street  
Manitowoc WI, 54220

Re: WisDOT Waldo Boulevard Sanitary Sewer special provisions, quantity sheets and bid documents  
City of Manitowoc

Dear Mr. Minikel:

Thank you for the opportunity to submit this proposal for professional services to work with the City for the WisDOT Waldo Boulevard Sanitary Sewer special provisions, quantity sheets and bid documents. This letter presents our proposed scope of services, time schedule, and fee for these services.

#### **Project Description**

The City of Manitowoc is reconstructing Waldo Boulevard for State Project Number 1500-37-72 and 4570-12-72. Sanitary sewer replacement has been designed by the City staff and drafted by Ayres Associates. Project location is Waldo Boulevard from Fleetwood Drive to Maritime Drive. The City must now create special provisions for all bid items unique to WisDOT along with miscellaneous quantity sheets and incorporate them into the plan set and WisDOT project bidding software.

#### **Scope of Services**

The scope of services for this phase of the project are as follows:

- Review the list of bid items for the sanitary sewer with City staff to get a complete list for special provision creation and miscellaneous quantities sheets. It is estimated that there will be 20 to 25 special provisions written for sanitary sewer bid items.
- Create special provisions for each bid item identified by the City.
- Create miscellaneous quantity sheets for each bid item identified by the City.
- Incorporate special provisions and miscellaneous quantities into Waldo Boulevard plan set.
- Input quantities into WisDOT estimating program for bidding of the project by contractors.

#### **Time Schedule**

Ayres Associates Inc will start the work within 15 days after written authorization is received.

#### **Responsibilities of Owner and Others**

The City of Manitowoc is responsible for providing the following:

- Itemized list of all desired bid items for the sanitary sewer improvements.
- Provide City material requirements for each bid item.
- Review special provisions created by Ayres Associates staff.
- Provide estimated bid prices for WisDOT estimate

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**Additional Services**

The following services can be added with written authorization:

- Construction Inspection

**Fee**

We will perform the services identified above for an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses. The total compensation is estimated to be \$20,500.00.

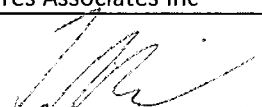
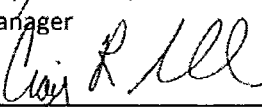
**Contract Terms and Conditions**

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

**Acceptance**

If this proposal and terms and conditions are acceptable to you, a signature will serve as our authorization to proceed.

We look forward to working with the City of Manitowoc. Please call (920) 498-1200 if you have any questions.

Proposed by Consultant:	Accepted by Owner:
<u>Ayres Associates Inc</u>	<u>City of Manitowoc</u>
 <u>Troy Robillard, PE</u> Manager	<u>Name</u>
 <u>Craig R. Schuh, PE</u> Supervisor – Municipal Services	<u>Title</u>
<u>4-18-17</u>	<u>Date</u>
Date	Date

Attachments: Terms and Conditions  
Standard Hourly Rates  
Reimbursable Expenses

**AYRES ASSOCIATES  
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant 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. Consultant 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.
- 4. 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 or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by 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.

**12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

**13. Electronic Files:** Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

**14. Financial and Legal Services:** Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

**15. Termination of Services:** This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

**16. Controlling Law:** This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

**17. Assignment of Rights:** Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

**18. Third Party Benefits:** This contract does not create any benefits for any third party.

**19. Dispute Resolution:** Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

**20. 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.

**21. Betterment:** If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost 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 Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

## Hourly Rate Schedule

January 1, 2017

Classification	2017 Hourly Rate
Manager	\$131.28 – \$218.85
Engineer 3	\$125.25 – \$207.43
Engineer 2	\$85.55 – \$144.90
Engineer 1	\$73.95 – \$98.44
Architect 3	\$106.34 – \$142.29
Architect 1 and 2	\$79.11 – \$120.71
Interior Designer	\$52.98 – \$95.70
Landscape Architect 3	\$121.80 – \$137.81
Landscape Architect 1	\$60.15 – \$85.05
Planner	\$107.59 – \$116.87
Scientist 3	\$113.21 – \$150.38
Scientist 2	\$79.51 – \$86.37
Scientist 1	\$68.16 – \$82.22
Surveyor	\$76.85 – \$126.00
Geospatial Services Specialist	\$110.32 – \$127.94
Geospatial Services Technician	\$51.04 – \$100.74
Technician 3	\$70.33 – \$116.30
Technician 2	\$64.53 – \$81.90
Technician 1	\$40.60 – \$77.18
Administrative Assistant	\$57.13 – \$101.56

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only. Rates for environmental classifications and other specialized services are excluded.

**Policy:** It's the policy of Ayres Associates that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

**Company-Owned Equipment**

ENVIRONMENTAL SAMPLING, MONITORING, TESTING:

FID/PID/OVA	\$61.20 Day
Groundwater Sampling	\$6.35 Sample
Nuclear Density	\$47.20 Day
Peristaltic Pump	\$31.80 Day
Soil Sampling	\$3.55 Sample
Temp/pH Conductivity Meter	\$27.65 Day
Vacuum Pump	\$1.30 Use
Vapor Sampling	\$64.45 Sample
Water Level Meter	\$6.90 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete Air Meter	\$34.65 Day
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PHOTOGRAMMETRIC AND SURVEYING:

Depth-Sounder Meters	\$493.00 Day
Digital Photogrammetric Workstation	\$10.25 Hour
GPS	\$91.25 Day
High Precision Digital Level	\$123.45 Day
Laser/Automatic Level	\$10.25 Day
Total Station (Robotic)	\$111.10 Day
TX8 HD LIDAR System	\$984.00 Day

STRUCTURAL ABOVE/UNDER WATER INSPECTION:

Air Tank	\$8.90 Tank
Climbing Gear	\$146.75 Day
Company-owned Dive Suit/Gear	\$31.80 Day
General Inspection Equipment	\$33.30 Day
NDT/Testing Equipment	\$84.25 Day
Resistograph	\$195.60 Day
Surface Supplied Air/Diver	\$75.70 Day
Underwater Camera	\$19.50 Day

SUBSURFACE UTILITY EQUIPMENT:

RD Electronic Locating Device	\$51.00 Day
RD Ground Penetrating Radar	\$43.35 Day

TRAFFIC DATA COLLECTION:

Miovision Scout VCU	\$20.95 Day
Traffic Counter	\$86.40 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	\$34.95 Day
Boat/Motor/Trailer	\$89.40 Day
Company Trucks	\$0.84 Mile
Personal Auto	Current IRS Rate

**Rented Equipment**

Employee-owned Dive Gear	\$15.00 Day
Employee-owned Wet Suit	\$10.00 Day
Rental Bucket Lift Truck	\$658.00 Day

**Meals and Lodging (as of October 1, 2016)**

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: [www.gsa.gov/perdte](http://www.gsa.gov/perdte)

The following table shows the breakdown of the Basic (CONUS) rate for lodging, breakfast/continental breakfast, lunch, and dinner. Ayres Associates current CONUS per diem rate is \$137 for lodging and meals (less incidental expenses.)

Rate Description	Explanation	Basic Rate Continental U.S. (CONUS)
Lodging	Standard Rate	\$91
M & IE	Meals and incidentals as listed on federal website	\$51
Less incidental expenses (not reimbursed)		
Company reimbursement excluding incidentals		(\$5)
Ayres Associates daily meals rate (Net reimbursement rate)		\$46
<u>Rates for meals segregated by type</u>		
Breakfast/Continental Breakfast		\$11
Lunch		\$12
Dinner		\$23
First & Last Day of Travel (Meals @ 75%)		
Ayres "Net meals rate" reimbursed at 75%		\$34.50

Project Location Look-up

1. Meal and lodging rates differ by location.
2. For a map of the continental United States go to: [www.gsa.gov/perdte](http://www.gsa.gov/perdte)
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on the website may be located within a county for which rates are listed.
5. To determine what county a city is located in, go to [www.naco.org](http://www.naco.org) and choose "Counties".

**Reimbursable Expense Schedule (Revised Oct 01, 2016)**

**Vendor Supplies - Actual Cost**

Aerial mapping	GIS data	Publications
Aerial Photography	Gloves (rubber or cloth)	Rebar
55 gallon drums	GPS equipment	Recording fees
Airfare	Haz Matls Site Database Research	Reference materials
Aluminum cap domes	Hub flags	Research fees
Aluminum caps	Hubs	Review Fees
Asphalt lab test	Ice	Robotic survey equipment
All terrain vehicles	Interface probing devices	Rope
Audience response devices	Internet services, faxes	Safety equipment
Augering devices	Lab services, testing, supplies	Safety supplies
Baggage fees	Laser level	Sampling Jars
Batteries	Lath	Scans
Bentonite	Legal document costs	Sediment sampling
Bid notice fees	Legal notice fees	Shelby tubes
Blinders	Light rail fees	Shipping fees
Binding	Locking caps, caps	Shipping/postage (mass mailings)
Bluelines/blueprints	Locking well caps, well caps	Shuttles and taxis
Bleach	Locks	Smoke bombs
Boat rental	Lumber crayons	Software – project specific
Boat ramp fees	Magic markers	Soil sample liners
Camera	Maps	Spatulas
Car rentals/ fuel	Marking paint	Spikes
Carbon dioxide tubes	Medical monitoring	Stake chasers
Casing	Medical testing	Stake tack
Computer flash drives	Meeting room rental	Survey markers
Concrete	Methanol	Syringes
Concrete coring	Micron filters	T posts
Concrete testing/equipment	Models	Teflon bailers
Concrete cylinder molds	Monuments	Telephone (employee reimb)
Corner marker pipe	Multi-spectral scanner	Temporary help agencies
Data research/services/materials	Mylar	Temporary housing
Decontamination materials	Nail marker tabs	Testing kits
Disposable bailers	Nails	Tide gauges
Disposable cameras	Nuclear Density Meter	Toll fees
Disposable gloves	On-line access fees	Total station
Distilled water	On-line survey research	Traffic control/protection
Dividers and tab stock	Oxygen meter	Traffic counting equipment
Drill bits	Paper towels	Traffic data fee
Dry-lock fast plugs	Parking fees	Tubing
Duct tape	Permit fees	Tyvek Suit
Equipment rental	Pipe	Ultrasonic/weld testing
Fees/permits/licenses titles	Pipettes	Utility exploration trenching
Fence posts	Plan fees	Vapor sampling
Field books	Plastic bags	Vellum
Filler paper	Plastic-coated line	Vials
Film/development/photos	Plats/recording fees	Washers
Flagging tape	Polyethylene bailers	Water filters
Flags	Public info meetings/costs	Water/Sewer testing equip, sup
Flow testing equipment	Presentation materials	Water level recording devices
Gaskets	Printing/Reproduction	Well materials
Generator rental	Public notice fees	Well seals
Geotechnical testing/lab services		Whiskers