

July 14, 2017

Mr. Greg Minikel, P.E.  
City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220-4543

Re: Proposal for Professional Services  
Citizen Park Stormwater Management Plan

Dear Mr. Minikel:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

I. PROJECT NAME: Citizen Park Stormwater Management Plan

II. DESCRIPTION OF SERVICES TO BE PERFORMED:

We understand that several modifications have been made to Citizen Park within the past few years and additional improvements to the park are in the planning stages. These changes are significant enough to necessitate stormwater management practices consistent with the City ordinance and state MS4 permit requirements. We propose to help the City identify and implement the necessary stormwater management practices, by providing the following services:

1. Review background data, drawings, and maps provided by the City. These are expected to include available City utility drawings, and any available construction plans for the existing MYBA complex, aquatic center, and mini-golf facilities.
2. Visit the park and inventory visible stormwater inlets, drainage routes, and management practices, as well as the existing improvements in the park.
3. Prepare an existing conditions stormwater map based on the data gathered in tasks 1 and 2.
4. Review proposed park improvements based on information provided by the City. Add these to the existing conditions stormwater map to create a proposed future conditions map.
5. Evaluate the stormwater runoff quality for Citizen Park by preparing a WinSLAMM model of the park, incorporating the existing and known future park improvements. Existing stormwater management practices will be included as well.
6. Define alternative stormwater management practices that could be added to the park, in conjunction with proposed improvements or independently. Evaluate their potential effect on runoff water quality using the WinSLAMM model.
7. Prepare a brief report describing the modeling analysis and alternative stormwater practices. Submit this report to the City for review and consideration.
8. Discuss the alternatives and evaluation results with the City. Discuss the potential of each option and determine the stormwater practice recommendations.
9. Determine budget costs for the feasible recommended stormwater management practices.
10. Prepare a written stormwater management plan for Citizen Park including the existing and future conditions maps, description of new recommended stormwater practices, and budget cost estimates.

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III. COMPLETION SCHEDULE:

We are prepared to begin this project immediately after authorization and anticipate completion within two months.

IV. PROFESSIONAL FEES:

The above-described services will be provided for a lump sum fee of \$9,500. Fees will be invoiced monthly on a percent complete basis.

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions.

- A. This is a planning-level analysis and report. Additional on-site investigations and evaluations will be necessary for design of specific stormwater management practices.
- B. The City will provide available existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of R.A. Smith National, Inc.
- C. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.

VI. SERVICES NOT INCLUDED:

Additional or extended services beyond those specifically described in the Scope of Services are not included as part of this project and, therefore, are not reflected in our fee. If requested, additional services will be provided on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

The attached Standard General Contract Terms for Professional Services are hereby made part of this Agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed please sign and return one original to our office.

We look forward to a very successful project!

Sincerely,  
R.A. Smith National, Inc.



Gary E. Raasch, P.E., CFM  
Senior Water Resources Project Manager

Enclosures

**STANDARD GENERAL CONTRACT TERMS  
FOR PROFESSIONAL SERVICES**

R.A. Smith National

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principles and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT's ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.
- The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.
10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

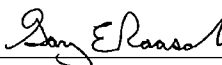
12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

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R.A. Smith National, Inc.  
16745 West Bluemound Road, Suite 200  
Brookfield, WI 53005  
Gary E. Raasch, P.E., CFM  
Senior Project Manager

PROFESSIONAL

By: 

Date: July 14, 2017

PROJECT: Citizen Park Stormwater Management Plan

**The above and foregoing proposal is hereby accepted and  
PROFESSIONAL is authorized to proceed with the work.**

City of Manitowoc  
900 Quay Street  
Manitowoc, WI 54220-4543

CLIENT

By: \_\_\_\_\_

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**PROFESSIONAL FEES RATE SCHEDULE  
GENERAL 2017 RATES****ENGINEERING SERVICES****2017 PER HOUR**

Principal-In-Charge .....	\$214
Division Director .....	\$186
Senior Project Consultant .....	\$170
Senior Project Manager .....	\$152
Project Manager .....	\$140
Senior Project Engineer .....	\$140
Project Engineer .....	\$133
Civil Engineer .....	\$ 93 - \$116
Engineering Technician .....	\$ 68 - \$119
Planner .....	\$ 99 - \$140
Landscape Architect .....	\$128 - \$148
Landscape Technician .....	\$105
Irrigation Designer .....	\$136
Ecologist .....	\$108 - \$129
Senior Structural Engineer .....	\$125 - \$175
Structural Engineer .....	\$100 - \$130
Structural CAD Technician .....	\$ 80 - \$ 95

**SURVEYING SERVICES**

Survey Director .....	\$149
Senior Project Manager .....	\$139
Project Manager .....	\$124
2-Member Field Crew GPS/Robotics .....	\$186
Field Person GPS/Robotics .....	\$129
GPS Equipment .....	\$ 26
Project Surveyor .....	\$108
Survey Technician .....	\$ 77 - \$103
3D Laser Scan Project Manager .....	\$124
3D Laser Scan Technician .....	\$ 93
2-Member Field Crew w/Scanner .....	\$278
3-Member Field Crew w/Scanner .....	\$360

**CONSTRUCTION SERVICES**

Construction Services Manager .....	\$150
Construction Technician .....	\$ 82 - \$131

**GIS & VISUALIZATION SERVICES**

GIS Project Manager .....	\$125 - \$142
GIS Technician .....	\$ 78 - \$111
Visualization Services Manager .....	\$120
Visualization Technician .....	\$102 - \$113

**IT & ADMINISTRATIVE SERVICES**

Computer Services .....	\$163
Grants Specialist .....	\$111
Project Technician .....	\$ 77
Litigation/Expert Witness .....	\$247 - \$268

Deliver excellence, vision, and responsive service to our clients.