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September 18, 2014

Mr. Brian Tungate
Director of Parks and Recreation
City of Menasha
140 Main St.
Menasah, WI 54952

Subject: Fox River Multi-Modal Bridge Crossing – Menasha Site
Phase I Due Diligence and Schematic Design
Proposal for Professional Services

Dear Brian:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Menasha (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for the Fox River Multi-Modal Bridge Crossing – Menasha Site - Due Diligence and Schematic Design (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is due diligence investigation and schematic design for the installation of a multi-modal bridge crossing of the Fox River, Menasha Channel. Other miscellaneous services are included such as preliminary agency coordination, WDNR permitting application for Waterway Individual Permit (Ch. 30), and assistance with fundraising activities. The location of the crossing is from the end of Mathewson Street to City owned property on the north shoreline of the Menasha Channel. It is likely that some bridge facilities and the trail connection to the Trestle Trail will require property acquisition or easements but that is not included in this proposal. Survey services, a Phase I environmental assessment, and a geotechnical investigation (contracted with the City of Neenah to include City of Menasha site geotechnical investigation) will be performed at the project location as part of the due diligence investigation. Initial coordination with local jurisdictional authorities will be undertaken to identify permitting needs. Schematic design will be completed for the structure to a level of detail that will allow WDNR permitting to be completed for the project.

For this Project, GRAEF proposes to provide the following Basic Services:

Survey Services

1. Our survey crew will provide a detailed existing topographic survey of at each of the proposed bridge landings. At the south landing the survey will extend up to the Fox St. near ROW line. At the north landing the survey will extend from the bridge landing vicinity up to the existing Trestle Trail approximately 50-foot width. The information will be incorporated into a reference file to be used in the design project.

2. The survey will include the following items:
 - Description of ground surfaces (concrete, bituminous asphalt, grass, etc.)
 - Describe and locate existing visible site improvements including buildings, walks curbs, etc.
 - Power, telephone, and cable TV poles and lines, overhead & underground.
 - Hydrants and valves.
 - Underground utilities including sanitary and storm lines, gas, water, electric, and telephone.
 - Horizontal and vertical control points (location and description).
 - Underground utilities marked by Diggers Hotline will be located and shown on the survey. In the case of private utilities the owner shall be responsible for the marking of all private utilities or furnishing mapping of the private utilities.
 - Easements, reservations, restrictions and dedications of public record as identified on a current title commitment policy (provided by Owner) will be shown and referenced on the survey.
3. Survey will be provided in AutoCAD format only. A separate topographic survey map will not be prepared but will be part of the Civil Design drawings.
4. Complete riverbed survey/sounding along proposed alignment.
5. Field locate existing property irons that can be found.
6. Determine/calculate boundary for street ROW and railroad ROW. This will not be a formal Boundary Survey document.

Geotechnical Investigation Coordination

We will coordinate with River Valley Testing, Inc. (RVT) of Neenah, WI, anticipated to contract directly with the City of Neenah (and include the City of Menasha site geotech investigation work), as the project geotechnical consultant, to provide the borings and analysis. As outlined in the proposal they provided, their work will include:

- Barge mobilization and rental
- Collection/storage/disposal of cuttings/spoils offsite (assumed no environmental concerns with the cuttings/spoils)
- Perform two (2) standard penetration test borings with truck mounted drill rig at each of the abutment locations
- Perform five (5) riverbed borings at roughly 100 ft intervals along the bridge alignment roughly located at every other pier (assuming 50-ft pier spacing)
- Prepare a written report documenting the results of the field and laboratory tests programs, as more fully described in the attached proposal from RVT.

We will manage the geotechnical program, performed by RVT under contract with the City of Neenah assisting with the identification of locations for the borings, reviewing and commenting on their reports, and coordinating with the Cities of Neenah and Menasha and others.

Limited Phase I Environmental Assessment

Conduct Limited Phase I Environmental Site Assessments for the Menasha bridge site, including 100 feet inland at each abutment of the proposed bridge in accordance with ASTM 1527-13 Standard that includes the following Basic Services:

1. Conduct a site walk-through to observe the project site for signs of underground tanks; fill areas; depressions; distressed vegetation; staining; and other visible indicators of potential environmental concerns.
2. Provide a general description of soils, hydrologic and hydrogeologic setting to determine potential paths of contamination to groundwater, if potential for soil and groundwater contamination is present.
3. Review of building permit records or other records for property background, site improvements or installations (i.e. underground tanks), past uses, owners or occupants for the subject site.
4. Review of governmental agency databases for hazardous waste activity, permits, and other environmentally related activities or violations. Review will include the following Federal and State lists:
 - Emergency Response Notification System (ERNS)
 - National Priorities List (NPL)
 - Resource Conservation and Recovery Information System (RCRIS)
 - Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS)
 - State list of Leaking Underground Storage Tanks (LUST)
 - State list of Registered Underground Storage Tanks (UST)
 - Solid Waste Facility/Landfill Sites (SWF/LS)
 - State Hazardous Waste Sites (SHWS)
 - USEPA PCB Activity Database (PADS)
 - Review of regulatory agency files for details of specific incidents on or in the area of the site is not included.
5. Review of United States Geologic Survey 7.5-minute quadrangle topographic map for indications of general drainage patterns, and land use.
6. Interviews with persons familiar with site histories, if possible. Such persons might include government personnel, present owners/operators, or former owners/operators. A site questionnaire will be sent to the current owner of the property.
7. Review of underground tank records held by the Department of Safety and Professional Services (DSPS), if available, including records of possible underground tanks on adjacent properties.
8. Review of aerial photographs obtained from the local or regional planning commission, or a state or commercial source to determine historical property usage of both the site and the adjacent properties. Review will include two to five photographs from representative years of the site's history.
9. Review of historical fire insurance maps, if available, for potential contaminant sources such as underground tanks and flammable liquid storage areas for both the subject site and adjacent properties.
10. Review of previously prepared reports and documentation supplied by site owner.

11. Preparation of a Phase I Investigation Report summarizing the results of the investigation including photographs depicting the site with areas of potential environmental concern identified. Two copies of the report will be provided.

Schematic Design

Structural

1. Review Geotechnical Report and discussion of finding with Geotechnical Engineer.
2. Determine required loadings – ice load on piers, truck load on superstructure, etc.
3. Perform schematic design for foundations, piers, and bridge superstructure, based on data obtained from the geotechnical investigation.
4. Discuss decking and railing options and effect on superstructure with Client. Select or narrow down selection for final design.
5. Participate in one (1) meeting with Client to discuss the schematic design
6. Update the Engineer's Estimate of Probable Construction Costs for the bridge, originally prepared during the Feasibility Study.

Civil Engineering

1. Participate in Kickoff Meeting to review the project scope and objectives, confirm schedule, and define overall budget and goals.
2. Review topographic survey, soils report, environmental studies, and river data.
3. Convert Flood Insurance Study model data to current HEC-RAS format as necessary.
4. Update HEC-RAS model to reflect actual conditions at proposed crossing using survey data.
5. Perform hydrologic modeling to verify river flow characteristics identified in the FIS.
6. Perform proposed structure hydraulic modeling. Coordinate with structural engineer for structure type, pier spacing, superstructure depth, etc.
7. Further develop alignments for bridge and connection/landing points.
8. Develop bridge/trail alignment plan
9. Develop schematic site layout and grading plan for connection/landing points.
10. Develop erosion control plan for structure construction to be included in permitting documentation.
11. Participate in two (2) meetings with client to discuss schematic design.

Preliminary Agency Coordination

1. Coordinate with local authorities having jurisdiction to determine permitting requirements and approvals. Agencies to be contacted consist of:
 - State Archeological and Historical Agency
 - Telephone/email coordination
 - Local/County floodplain staff
 - Telephone/email coordination
 - US Army Corps of Engineers
 - One (1) meeting in Menasha
 - WDNR Remediation and Redevelopment Program staff
 - Telephone/email coordination

- WDNR Waterway staff
 - One (1) meeting in Menasha
 - US Fish and Wildlife Service
 - Telephone/email coordination
2. Develop maps and exhibits for submittal to agencies to assist in conversations regarding the project.

Waterway Permitting

During the feasibility study phase previously completed, the WDNR's initial determination was that an Individual Permit would be necessary for this project. The Individual Permit process is a lengthy process that can extend 4 to 6 months after submittal of the permit package. It includes a mandatory public comment period and possible public hearing. A US Army Corp of Engineers permit is also required for any deposits in a Water of the US, including piers and abutment fill. Tasks for preparing the permit packages and coordinating the required permit activities are as follows:

WDNR/USACOE

1. Contact the DNR and USACOR for a Pre-Application Meeting to discuss the proposed project, and the anticipated permitting process.
2. Coordinate the Pre-Application Meeting, provide an agenda, and produce meeting notes for review and acceptance.
3. Complete permit application forms (WDNR and USACOE)
4. Generate required maps.
5. Develop hydraulic report narrative for stream crossing including alternatives analysis evaluation.
6. Compile hydraulic modeling data to demonstrate structure compliance with state requirements.
7. Assemble permit packages and submit for project team review; and incorporate comments in final permit submittal packages.
8. Submit permit packages to the DNR and USACOE
9. During permit review, coordinate with DNR/USACOE staff and provide additional information as requested. One (1) meeting with WDNR/USACOE staff is included.
10. Review Initial comments received from the DNR and the ACOE, and provide responses.
11. Revise permit packages based on comments and re-submit to the DNR and the ACOE
12. Remain in contact with the DNR and the ACOE to facilitate their concurrence of the submitted permit packages.
13. Submit Class I Public Notice for 30-day public comment period.
14. Attend DNR public hearing at the conclusion of the public comment period.
15. Remain in contact with the DNR and the ACOE in anticipation of permit issuance.

Fundraising Assistance

1. Develop display materials including one (1) photorealistic rendering of the proposed bridge for use in meetings and fundraising outreach. (40 hours assumed for rendering services)

2. Participate in one (1) Public Information Meeting. (8 hrs assumed to also include preparing/plotting display items for meeting)
3. Develop a flier containing project information and graphics for distribution. (8 hours assumed for publication development)
4. Participate in up to six (6) meetings with construction personnel to discuss opportunities to donate construction services for the project. (24 hours budgeted)
5. Update Engineer's Estimate of Probable Construction Costs, including value of donated construction services. (8 hours estimated)

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- Survey Services – 4 weeks after authorization to proceed
- Geotechnical Investigation – 10 weeks after authorization to proceed
- Phase I Environmental Assessment - 4 weeks after authorization to proceed
- Schematic Design – 6 weeks after completion of Due Diligence activities (Survey/Geotech/ESA).
- Preliminary Agency Coordination – 3 weeks after authorization to proceed.
- Waterway Permitting – anticipate 9 weeks for development of initial permit packages after authorization to proceed. Upon certification of a completed permit package, the review/approval process can extend up to 4-½ months.
- Fundraising Assistance – per the City timeline. We anticipate this to occur over the next 6 months.
- Authorization to Proceed assumed to be received on September 25, 2015.

At your written request, GRAEF will provide a scope and fee for Additional Services.

Additional Services GRAEF can provide include:

- Grant application writing and assistance
- Additional meetings or public involvement not included in Basic Services
- Final design, bidding, and construction services
- River sediment sampling and analysis
- Soils Management Plan and coordination with WDNR
- Aquatic and wildlife studies.
- Environmental Document, if required by Federal agencies
- Detailed Environmental Records review.
- Soil and groundwater investigations if indicated by the results of the Phase I Environmental Site Assessment and/or detailed file review.
- Endangered Species Review request to the Bureau of Endangered Resources.
- Cultural and Historical Resources Review/Investigations
- Property acquisition services and/or surveys

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Agreement with City of Neenah on cost sharing/reimbursement for geotechnical investigation at the Menasha site. The City of Neenah will contract directly with Geotechnical Consultant for geotechnical investigation work at both sites.



- Any available information on environmental concerns in project vicinity.
- Budget information related to property acquisition or easement acquisition. GRAEF will identify parcels or easement area needed for the trail construction.
- Available information on topography, soils, aerial photography, utilities in area, flood studies, property lines and other pertinent project information needs. We assume City GIS information will be available for our use in our analysis.
- Access to the site if necessary, including assistance with access to private property along bridge crossing alignment.
- A review of land title records for environmental liens or activity or land use limitations will be provided by owner.
- Existing environmental reports, if any, and responses to environmental questionnaires.
- Permit and review fees
- Landfill disposal fees for soil boring cuttings/spoils, if necessary.

For all Basic Services, Client agrees to compensate GRAEF as follows:

Survey Services:	\$ 4,800.00
Geotechnical Investigation Coordination:	\$ 1,100.00
Phase I Environmental Assessment:	\$ 2,900.00
Preliminary Agency Coordination:	\$ 2,100.00
Schematic Design:	\$12,800.00
Waterway Permitting:	\$ 7,400.00
Fundraising Assistance:	\$ 5,100.00
TOTAL:	\$36,200.00 NTE

We can perform the above scope of work on a time and expenses basis for an estimated fee of \$36,200, plus reimbursable expenses.

Reimbursable expenses are not included in the above estimate. Expenses such as travel, printing, express mail and delivery charges, and permit fees will be billed at cost and are estimated at \$1,000.

We will invoice the project on an hourly basis, for the hours actually expended at our standard hourly rates, plus reimbursable expenses.

Please note that the geotechnical investigation direct cost (\$46,950 to \$57,750 for both the Neenah and Menasha sites done in succession) is not included in the above fee, as we anticipate those services to be contracted directly between the City of Neenah and the geotechnical consultant, with the City of Menasha reimbursing the City of Neenah for their share of the geotechnical investigation costs. We have attached the proposal from River Valley Testing, Inc. for your review.



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Also note that the above fee assumes most tasks for both bridge site crossings (Neenah and Menasha) will be completed concurrently. If the two projects proceed with dissimilar timelines necessitating additional site visits/meetings etc., additional fee would be necessary.

To accept this proposal, please sign and date both of the enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Menasha.

Sincerely,

Graef-USA Inc.

Accepted by: City of Menasha

Patrick J. Skalecki, P.E., LEED AP
Principal

(Signature)

(Name Printed)

(Title)

Date: _____

Enclosures



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on September 18, 2015 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Menasha (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.