

URBAN FORESTRY TREE BOARD NOTES
November 5, 2021
Room 217 | Government Center & Via Zoom

Members Present: Ruth Ludwig, Robert-Jan Quene, Nick Nelson, Jane Anklam

Members absent: Meghan Gil-de-Lamadrid, Richard Kaufman

Also present: Linda Cadotte, Russ Behlings, and Jodi Saylor

Councilor Ludwig called the meeting to order at 12:13 pm

1. Approve Meeting Minutes from August 19, 2021

MOTION by Anklam, second by Quene and carried to approve the Minutes from August 19, 2021.

2. Superior Municipal Forest Master Plan
 - a. Discuss Consultant Interviews
 - b. Recommend Consultant

The board members discussed the interviews that were conducted. The members decided to recommend Rettler as the Consultant due to the overall cost of their proposal and the history they have with the City of Superior Municipal Forest.

MOTION by Quene, second by Nelson and carried to recommend Rettler as the Superior Municipal Forest Master Plan Consultant.

3. WisDNR State Natural Area Strategy

Board members were asked to read pages 1 – 22 and be ready to review those at the January 20th 2022 meeting and to then review pages 23 through the end and be ready to discuss those at the February 17, 2022 meeting.

4. Stewardship priorities for the Superior Municipal Forest – LSNERR

This document was created by was a Masters Candidate at UW-Madison. They looked at a lot of different documents and history and created this educationally rich document that can help us with the new Master Plan for the Superior Municipal Forest. As we work on this plan, we will call in this document as appropriate. Board members were encouraged to read through and be ready to discuss at the May 19, 2022 meeting if not sooner.

5. Davey TreeKeeper Software – Demo

A software demonstration was given by Behlings at the October 19th meeting. Notes from that demo: Russ Behlings, Parks Superintendent, gave a brief demo and explained some of the things this new software can do. It will help tremendously in keeping track of the City's trees from planting to maintenance to eventual end of life. The software can be viewed at : <https://superiorwi.treekeepersoftware.com/>

6. Director's & Superintendent's Reports

- a. We are working with Cricket signs to come up with some new Tribute Tree Engraved plaques. The template we have seen looks like a great option and the prices are right in the ballpark of where we would like to be. Cadotte hopes to have this in place before January's meeting to show the Board. While we do not replace damaged signs, residents will be given the option to purchase a new sign should something happen to their old sign.
- b. Tribute Tree brochures were delivered town to places that they might be seen by residents.
- c. Cadotte attended a regional state Urban Forestry Council Board meeting recently at which, the Illinois State Board shared a large brochure for tree recommendations. It contains a lot of good educational information about what tree to plant in a specific area, how to plant, how to maintain and more. This would be a good project to consider for the City of Superior at some point.
- d. The City is doing a new sidewalk snow removal program along the Safe Routes to School. Those who fall on that route received a postcard with the clearance our equipment needs to get through the route. The Parks crew will be going out to prune and make sure we have those clearances. Residents were encouraged to prune in advance of the City crews if they preferred to take care of it themselves.
- e. SBID has had the contract to take care of the shrubs and vegetation along Tower and Belknap – in 2022 that will fall to the Parks, Recreation & Forestry Department to put out for contract to take care of those areas going forward.
- f. Holiday Tree Lighting – November 26th at 5:30pm. 2023 will be the last holiday tree lighting. As the tree will be retired after that, we have more than a year to plan what will be done. The parks Crew was talking about fundraising ideas for creating items in house to be able to sell to residents vs having the tree "processed" by a contractor.
- g. Cadotte brought up that there remains an opening on the Urban Forestry Tree Board. She encouraged members to think about other City of Superior residents who might be a good fit and compliment the skill sets that the current tree board members bring.
- h. Future agenda items:
Quene would like to see a topic about how to make the public aware of invasive species like buckthorn and what to do with them.

7. Schedule 2022 Regular Meeting Date(s)/Times

- a. Thursday, January 20, 2022
- b. Thursday, February 18, 2022
- c. Thursday, May 19, 2022
- d. Thursday, July 21, 2022
- e. Thursday, October 20, 2022

Councilor Ludwig announced the meeting adjourned at 12:57 p.m.

Minutes submitted to the Council Meeting of November 16, 2021.



SUPERIOR

W I S C O N S I N

Living up to our name.

AGREEMENT - 2021

Municipal Forest Master Park Planning Services

CITY OF SUPERIOR, WISCONSIN

Linda Cadotte

Director of Parks, Recreation & Forestry

Bid #21-27-PRF

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1. Advertisement for Proposals

Request for Statement of Proposal and Qualifications

City of Superior, Wisconsin Professional Services for Municipal Forest Master Park Planning Services

Proposals will be received by the City of Superior, Attn: Contract Analyst, at 1316 North 14th Street, 2nd floor, Superior, WI 54880. Proposals will be evaluated by City staff.

Proposals Due:

Proposal Due Date: **Tuesday, September 28, 2021, at 10:00 AM**

Project: **The City of Superior, Wisconsin is seeking interested and qualified firms to submit a response to the requirements outlined in this Request for Proposal and Qualifications to create a Municipal Forest Master Plan and access how the current plan is being coordinated.**

All proposals must be prepared on the form provided and submitted in accordance to the Instructions to Consultant/Firm. Proposal requirements may be requested from the City of Superior, Attn: Contract Analyst, Government Center, 2nd Floor, 1316 North 14th Street, Superior, Wisconsin (darwinj@ci.superior.wi.us).

The City of Superior encourages the participation of minority, women-owned and disadvantaged business enterprises.

The City of Superior reserves the right to reject any or all proposals, to waive irregularities, or to accept such proposals, as in the opinion of the City, will be in its best interests.

Linda Cadotte
Director of Parks, Recreation & Forestry

Daily Telegram: Friday, September 3, 2021, Friday, September 10, 2021

2. Schedule of Activities

Subject: Municipal Forest Master Park Planning Services		
RFP#: 21-27-PRF	Due Date: Tuesday, September 28, 2021	Time Due: 10:00 AM

DATE	EVENT
Friday, September 3, 2021	RFP Released
Friday September 3 and Friday, September 10, 2021	Publication Dates
None	Pre-Proposal Conference
Monday, September 20, 2021	Deadline for Questions
Wednesday, September 22, 2021	Final Addendum Issued
Tuesday, September 28, 2021	Sealed Proposals Due: 10:00 AM
Week of October 4, 2021	Potential Interview(s)
Tuesday, October 19, 2021	City Council vote on firm recommendation
Week of October 25, 2021	Sign Agreement
Week of November 1, 2021	Work commences
August –September, 2022	Send final plan to Urban Forestry Tree Board and City Council for Review/Approvals
Prior to October 31, 2022	Final signed/approved plan submitted to City

3. Information for Prospective Service Consultant

- 3.1 Proposals will be accepted until **10:00 AM on Tuesday, September 28, 2021**. Any proposals received after this time may not be considered. The proposal packet shall be placed in an envelope and shall be sealed. On the envelope shall be plainly written: the date of the opening, the title of the project and the name of the proposer. Respondent shall submit one (1) unbound original and one (1) digital copy of qualifications documents.
- 3.2 This is a qualifications based selection. The Proposal, Statement of Qualifications, Qualifications Reference Form, Qualification Evaluation Checklist, reference checks, and interviews (at the option of the City) will be used to identify the most competitive firm(s). The City reserves the right to identify competitive firm(s), as in its opinion, will be in its best interests.
- 3.3 The City of Superior Parks, Recreation & Forestry Department and its designees will review the proposals and select the most highly qualified and cost competitive firm(s) to contact for further screening as it deems appropriate.
- 3.4 The consultant shall submit a list of their subcontractors as a part of their proposal, which list shall not be added to nor altered without the written consent of the City of Superior, and as specified in 66.0901 Wisconsin Statutes.
- 3.5 The RFP will detail costs, terms, and conditions. The City reserves the right to amend the Request for Proposal and will provide a written amendment to all known parties receiving the request. Respondents shall acknowledge all addenda received.
- 3.6 Firms must submit a proposed cost in accordance with the specifications. Proposed cost must be written out in words and also entered in figures. In case of conflict, the written word prices will prevail. In case figures do not match, the figure resulting in the lower price shall be deemed the price intended and applicable.
- 3.7 Firms not returning the completed RFP within the specified time frame may be disqualified. Irregularities in the completed RFP documents may be considered sufficient cause for disqualification.
- 3.8 Subsequent to the RFP deadline, the Parks, Recreation & Forestry Department will prepare a recommendation as to which proposal to award, if any. The recommendation of the Parks, Recreation & Forestry Department may be subject to the approval of the Superior Common Council.
- 3.9 The Consultant will be required to sign a standard City Service Agreement (example attached) and provide proof of insurance for errors and omissions, property damage, public liability and workman's compensation.
- 3.10 Proposals may be amended and/or withdrawn prior to the proposal opening time. Proposals may not be withdrawn for a period of ninety (90) days after the submission deadline.

- 3.11 Proposals are prepared and submitted at the sole cost and expense of the respondent, and shall become the property of the City of Superior; proposal documents will not be returned.
- 3.12 Respondents will indemnify the City of Superior from any and all debts, claims, and liabilities arising out of the proposal or the performance of the project as a result of the consultant's error, omissions, neglect, etc.
- 3.13 The City reserves the right to negotiate with respondents on the scope of the project, fees, timelines, and all other components of the project, whether or not the proposal was deemed the lowest cost to the City.
- 3.14 Firms may not subcontract any work without prior written authorization by the City of Superior Parks, Recreation & Forestry Department.
- 3.15 This shall in no way bind or prevent the City of Superior from performing, requesting quotes or proposals, bidding, or contracting any services separately.
- 3.16 Trade secrets and confidential information contained in a Proposal are not open to public inspection. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by marking that information "Trade Secret" or "Confidential" at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. A Proposal in its entirety is not confidential. If a request is made under the Wisconsin Public Records Law Wis Stat. §§ 19.31-19.39 to inspect information designated as trade secret or confidential in a Proposal, the Proposer shall, upon request, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in order for the City Attorney to present the matter to the Attorney General of Wisconsin for final determination.
- 3.17 During this Proposal process, Proposer shall not contact any City Staff except those designated in the text of this RFP or subsequent addendums or correspondence. Questions should be addressed in writing to the Contract Analyst, via e-mail: darwinj@ci.superior.wi.us prior to Monday, September 20, 2021 at 12:30 PM. Please reference RFP #21-27-PRF and line number being referenced. Non-compliance with this provision may result in rejection of the Proposal.

4. Statement of Qualifications Requirements

Respondent shall submit one (1) unbound original and one (1) digital copy of qualifications documents.

- 4.1 State the name, address, and a company profile, including size, qualifications, technical capabilities, etc.
- 4.2 Attach a list of the largest contracts completed by your firm.
- 4.3 Include a list of the key personnel and manager of the firm. Provide a summary of the project team, field staff, and their capabilities and experience. Also note their ability to meet the project workload within the timelines established.
- 4.4 Provide examples of related experience performed by the firm during the previous three (3) years (projects with services similar to those outlined in the Section 5, General Scope of Services). The firm and key personnel must have no less than three (3) years actual business experience in the services to be provided.
- 4.5 Provide a statement describing your approach to the project and overall project management including: cost control, quality assurance, and other factors that impact the project. Note experience with City of Superior projects, applicable federal and state regulations, budget management, as well as public participation and communication strategy, etc.
- 4.6 Provide a list of all subcontractors, proposed duties and functions, qualifications, contact information, etc.
- 4.7 Complete the Statement of Qualifications Reference Form. Provide at least three (3) references of current or recent clients for similar projects and familiar with your project team. Respondents shall provide an indemnification and hold harmless statement protecting the reference for comments and opinions provided.
- 4.8 Complete the Qualification Evaluation Checklist. Reporting false, inaccurate, or misleading information shall be sufficient grounds for disqualification or contract termination. When in doubt, attach a detailed answer or call for clarification.
- 4.9 The respondent shall include a statement that he/she made their own examination, investigation and research regarding the method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Service Agreement and based upon such investigation and research, and that Proposer shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may prove to be erroneous in any respect.
- 4.10 There is no specified limit to the amount of material submitted in response to 4.1 through 4.9, however portions of submittals not clearly referencing the respective section may not be considered in the evaluation of the firm.

5. Scope of Services

5.1 Purpose

The objective of creating a Superior Municipal Forest Master Plan is to provide a comprehensive plan that takes identified plan priorities into consideration to guide future actions and management of the Forest.

5.2 Background

The City of Superior owns approximately 4,500 acres known as the Superior Municipal Forest. The Superior Municipal Forest is legally described, by ordinance, as “all those lands owned by the City which are located in Section 4, 5 or 6 of Township 48, North of Range 14 West; Sections 19, 28, 29, 30, 31, 32 or 33 of Township 49, North of Range 14 West; and the West Half of Southwest Quarter (W ½ SW ¼) of Section 20, Township 49, North of Range 14 West, Douglas County, Wisconsin.

The Superior Municipal Forest was created in 1949 by transfer of property from county control to the City of Superior, with the original vision to return funds to the city through forest products and Christmas tree sales. On March 6, 1951 the land obtained from Douglas County was zoned Forestry by the city council, and since this time the Municipal Forest has evolved into a community resource of ecological, recreational, and natural space unique on a national scale. Also, in 1951 the Municipal forest was registered in the community forest program that outlines cooperative forest stewardship with the Wisconsin Department of Natural Resources. Requirements of the community forest program are having a management plan and following generally accepted silviculture practices.

The Superior Municipal Forest is the 3rd largest municipally-owned forest in the nation. The Superior Municipal Forest also contains the Dwight’s Point and Pokegama Carnegie State Natural Area. The state natural area borders the St. Louis River estuary, which dissects the uplands into a series of narrow, steep-sided ridges, the largest of which is Dwight’s Point. Although the boreal forest was cut over at the turn of the 20th century, it remains today as one of the best examples of its type in the Lake Superior area. The presence and unusual composition of the boreal forest is due to the influence of cool breezes off Lake Superior and the level topography with underlying red clay soils which prevent timely drainage. White pine, paper birch, balsam poplar, white spruce and balsam fir dominate the forest. In some stands, red pine and black ash are important canopy trees. The forest floor is likewise boreal in nature, with yellow blue-bead-lily, three-leaved goldthread, American starflower, shining club-moss, and numerous ferns predominating. Two uncommon plants, northern bluebells and rabbit-berry, are also found here. Resident birds include many species associated with mature conifer forests, such as Blackburnian, black-throated green, Cape May and pine warblers. Extensive deep and shallow marshes border the Pokegama River. Dominant species in the shallows are bur-reed, cat-tail, bulrushes, wild rice, and arrowheads. Deeper waters harbor coon's-tail, pondweeds, and water-lilies. Virginia rail, sora, and marsh wrens are common resident birds in the marsh. The perched wetlands on the clay plain are a community found in Wisconsin only in the Superior area.

The slightly undulating topography is vegetated with a mosaic of shrubs (willows, alder), sedges and grasses. Dwight's Point and Pokegama Wetlands is owned by the City of Superior and was designated a State Natural Area in 1994.

<https://dnr.wi.gov/topic/Lands/naturalareas/index.asp?SNA=300>

The lands within the Superior Municipal Forest are included within the boundaries of the Lake Superior National Estuarine Research Reserve (LSNERR), which was established by NOAA and the University of Wisconsin Madison, Division of Extension in 2010 to provide long-term research, education, stewardship and interpretation. The Reserve has a management plan to guide the efforts of the National Estuarine Research Reserve, which includes strong partnerships between NOAA, state agencies and universities, and other local partners including the City of Superior. Working with land owning partners, the Reserve should implement an ecosystem- based management approach, which integrates science, education and stewardship to maximize the benefit of coastal management. The 2020-2025 Reserve Management plan can be downloaded at this link.

There are a number of recreational activities that take place in the forest including: hiking, biking, cross-country skiing, snowshoeing, motorized trails, wildlife viewing, paddle sports, camping, boating, horseback riding, and disc golf.

In October of 2020, the St Louis River Estuary National Water Trail was officially designated. The Municipal Forest contains close to 22 miles of waterfront including the Pokegama River, St Louis River and other tributaries that are included within the National Water Trail designation.

The vision statement set by the Comprehensive Outdoor Recreation Plan, considers management implications to the Lake Superior shoreline and river systems, while sustainably managing the forest: **To increase the sustainable year-round access for multi- use activities while managing for long-term conservation.**

Definition of conservation: a careful preservation and protection of something especially: planned management of a natural resource to prevent exploitation, destruction, or neglect

Sustainability means meeting the needs of the present without compromising the ability of future generations to meet their own needs. Sustainable forestry is a proactive form of management that provides for the multiple uses of the forest by balancing a diversity of both present and future needs.

5.3 Tasks

Available data, consultant deliverables, and assumptions for bidding purposes are specified in the following outline, which should be utilized to determine a project cost for this proposal.

1. Project Planning

- A. Kick-Off Meeting
 - i. Conduct a preliminary project meeting with all team members to define the final project scope and identify the responsibility of duties between the City Staff and Consultant Staff.
 - B. Prepare a detailed Scope of Work; identify tasks, responsibilities, and deliverables.
 - C. Establish a project timeline; identify start and completion dates of all major project phases and budget.
2. Superior Municipal Forest Master Plan
- A. Data Gathering
 - i. Prepare base mapping of the Municipal Forest assets.
 - ii. Utilize City of Superior GIS CADD Engineering Department for all base mapping.
 - iii. Gather and review plans that would be referenced for the planning purposes including, but not limited to:
 - iv. Superior Municipal Forest Master Plan Study
 - a. Master Development Plan 1979
 - b. Charter Ordinance Municipal Forest Protection
 - c. Forest Plan 1995
 - d. Environmental Impact Statement
 - e. Combined Input - Forest
 - v. SNA Management Plan
 - vi. Lake Superior Estuarine Research Reserve Management Plan
 - vii. Comprehensive Outdoor Recreation Plan
 - viii. St Louis River Estuary National Water Trail Master Plan
 - B. Site Analysis
 - i. Prepare base map of existing site and analyze site features and issues.
 - a. Topography and slope.
 - b. Views and vistas (positive and negative).
 - c. Existing drainage features and patterns.
 - d. Review existing site features and amenities and conditions (i.e., trails, trail heads, parking, access, drives, etc.).
 - e. Soils and bedrock.
 - f. Major vegetation types and locations.
 - a. Age/health of stands
 - g. Environmentally sensitive areas.
 - h. Gather data on wildlife types and locations
 - i. Existing vehicle access points.
 - j. Internal and external traffic circulation.
 - k. Parking opportunities.
 - l. Existing and potential pedestrian circulation linkages.

- m. Utility locations and existing infrastructure locations.
- n. Adjacent property uses and impacts.
- o. ADA compliance.
- p. Cultural and historical site analysis.
- q. Invasive species concentrations.

C. Needs Assessment

- i. Meet with city to discuss existing and proposed uses for Superior Municipal Forest.
- ii. Meet with community, via three listening session including user groups, service clubs, etc.
 - a. Review flow of users throughout Municipal Forest.
 - b. Discuss and document new amenities for Municipal Forest.
 - c. Trail revisions, new trails and review trail surface options.
 - d. Parking and access improvements.
 - e. Etc.
- iii. Present list of need criteria for review and input.
- iv. Develop final list of needs to be considered in conceptual plan development within the Municipal Forest
- v. Develop list of uses, suggestions, maintenance requirements, etc.
- vi. Obtain approval of list, from City, for possible inclusion into planning process.
 - a. Develop assessment of the forest as a biological system.
 - b. Stand regeneration
 - c. Field encroachment
- vii. Present threats to the function of the forest as an Urban Forest.
- viii. Develop assessment of the available forest products resources

D. Concept Plan Development

- i. Provide up to three (3) concept plan layouts, which combine all elements from the site analysis and development program.
- ii. Workshop Session online or at City of superior to discuss/review the following:
 - a. Design appeal.
 - b. Accessibility.
 - c. Phasing considerations.
 - d. Environmental impacts.
 - e. Parking issues.
 - f. Implementation and constructability.
 - g. Operational impacts and maintenance considerations.
- iii. Document positive and negative input into Conceptual Plan development.

E. Refine Conceptual Plan and review preliminary cost estimates with City.

- F. Review Conceptual plan and final cost estimates and develop phasing plan.
 - G. Provide preferred Conceptual Plan drawing which incorporates input from concept development (22" x 34" or 24" x 36").
 - H. Present Final Master Plan to City for review and approval.
 - I. Submit line item cost estimates for all improvements, based on 2021 construction costs of similar projects completed.
 - J. Submit phasing development scenario.
 - K. Provide one (1) 22" x 34" or 24" x 36" color rendering of the final Master Plan.
3. Consultant shall identify Project Team and key responsibilities.

Linda Cadotte, MPA, CPRP, CPSI
 City of Superior Director of Parks, Recreations & Forestry

Key Responsibilities:

- Primary interface with consultant staff.
 - Key contact for providing direction on project scope, schedule and budget from City Perspective.
 - Provide historical perspective on current forest planning and development process.
 - Coordinate staff and public meetings with Consultant throughout project process.
 - Provide critical evaluation of park planning process for the Municipal Forest.
4. Attendance at Urban Forestry Tree Board and City Council Meetings.
- A. Meet periodically, throughout the planning process, to meet with City Staff and project team members to review findings, plan components, and update schedule.
 - B. Assist in Public meetings for planning process; including need gathering sessions, review of draft plan document, and final document.
 - C. Prepare presentation to Urban Forestry Tree Board and City Council to present Superior Municipal Forest Mast Plan for approval.
 - D. Attend meetings for project. Additional meetings will be on a time and material basis.
 - i. Superior Municipal Forest Master Plan Update Option (5 Meetings).
 - a. One (1) meeting with Park, Recreation and Forestry Staff.

- b. Three (3) additional stakeholder meetings.
- c. One (1) Urban Forestry Tree Board Meeting
- d. One (1) City Council meeting.
- e. Ongoing contact with Parks, Recreation & Forestry Director.

6. Fee Proposal

The Consultant shall submit a total fee for the above referenced services. Please include an hourly billable rates schedule for additional work as requested, not included in current scope.

The total shall include all direct and indirect costs, including travel expenses.

7. Evaluation Criteria

The Director of Parks, Recreation & Forestry and any others deemed appropriate by the City, including appointed members of the Urban Forestry Tree Board, shall evaluate proposals.

Evaluation of Proposals shall be based on the following criteria:

1. Project team qualifications and relevant experience with similar projects
2. Approach to Project Scope
 - o Proposed methodology and technical approach
 - o Understanding of the scope of work and defined responsibilities
 - o Proposed timeline
3. Reference's satisfaction with quality, timeliness, budget management
4. Completeness of proposal and adherence to RFP requirements
5. Responses to Qualification Evaluation Checklist
6. Total Proposed Price (will be evaluated after other criteria are ranked).

City reserves the right to include any other items that is deemed appropriate at the time of evaluation.

PROJECT APPROACH

The City of Superior is a vibrant community with extensive park and recreational facilities. The City is committed to expanding and improving open space access and recreational opportunities to its citizens. The proposed project recognizes the need to plan for existing parkland updates and improvements and update the Superior Municipal Forest Master Plan and appendices to create a road map for future park open space, and forestry facility needs and funding their development. Rettler Corporation proposes the following tasks and project approach:

1. Update the Superior Municipal Forest Master Plan.
2. Work with the Wisconsin Department of Natural Resources team to review the current forestry plans and develop a master plan for the future.
3. Update the Superior Municipal Forest Forestry Plan.
4. Combine plans into one comprehensive master plan document to replace existing master plan and outdated appendices.
5. Public input and outreach to garner support for the plans.

Rettler Corporation proposes that the integrated City – Consultant Team implement the park master planning project based on the following project approach:

Task 1 Project Planning

- A. Kick-off Meeting
 1. Conduct a preliminary project meeting with all team members to define the final project scope and identify the responsibility of duties between the City Staff and Consultant Staff.
- B. Prepare a detailed project plan; identify tasks, responsibilities, deliverables and project budget.
- C. Establish a project timeline; identify start and completion dates of all major project phases.

Task 2 Superior Municipal Forest Master Plan Update

- A. Data Gathering
 1. Prepare base mapping of the Municipal Forest Park assets.
 2. Utilize City of Superior GIS CADD Engineering Department for all base mapping.
- B. Site Analysis
 1. Prepare base map of existing site and analyze site features and issues.
 - a. Topography and slope.
 - b. Views and vistas (positive and negative).
 - c. Existing drainage features and patterns.
 - d. Review existing site features and amenities and conditions (i.e., trails, trail heads, parking, access, drives, etc).
 - e. Soils and bedrock.

- f. Major vegetation types and locations.
- g. Environmentally sensitive areas.
- h. Existing vehicle access points.
- i. Internal and external traffic circulation.
- j. Parking opportunities.
- k. Existing and potential pedestrian circulation linkages.
- l. Utility locations and existing infrastructure locations.
- m. Adjacent property uses and impacts.
- n. ADA compliance.
- o. Positive views and negative views.

C. Need Assessment

- 1. Meet with Owner to discuss existing and proposed uses for forest.
- 2. Meet with community, via listening session including user groups, service clubs, etc.
 - a. Review flow of users throughout forest.
 - b. Discuss and document new amenities for forest.
 - c. Trail revisions, new trails and review trail surface options.
 - d. Parking and access improvements.
 - e. Etc.
- 3. Present list of need criteria for review and input.
- 4. Develop final list of needs to be considered in conceptual plan development of park.
- 5. Develop list of uses, suggestions, maintenance requirements, etc. Obtain approval of list, from Owner, for possible inclusion into planning process.

D. Concept Plan Development

- 1. Provide up to three (3) concept plan layouts, which combine all elements from the site analysis and development program.
- 2. Workshop Session online, or at City of Superior to discuss/review the following:
 - a. Design appeal.
 - b. Accessibility.
 - c. Phasing considerations.
 - d. Environmental impacts.
 - e. Parking issues.
 - f. Implementation and constructability.
 - g. Operational impacts and maintenance considerations.
- 3. Document positive and negative items and include all input into Conceptual Plan development.

E. Refine Conceptual Plan and review preliminary cost estimates with Owner.

F. Review Conceptual Plan and final cost estimates.

- 1. Develop phasing plan.

G. Provide preferred Conceptual Plan drawing which incorporates input from concept development (22" X 34" or 24" X 36").

H. Present Plan to Owner for review and approval.

- I. Submit line item cost estimates for all improvements, based on 2020 construction costs of similar projects completed by Rettler Corporation.
- J. Submit phasing development scenario.
- K. Provide one (1) 22" X 34" or 24" X 36" color rendering of the final Master Plan.

Task 3 Identify Project Team

The planning and execution of these tasks will require the efforts of an integrated team of City Staff and Consultant specialists as follows:

Linda Cadotte, MPA, CPRP, CPSI City of Superior Director of Parks, Recreation, and Forestry

KEY RESPONSIBILITIES:

- Primary interface with Consultant staff.
- Key contact for providing direction on project scope, schedule and budget from City perspective.
- Provide historical perspective on current park planning and development process.
- Coordinate staff and public meetings with Consultant throughout project process.
- Provide critical evaluation of park planning process for the Municipal Forest.
- Identify stakeholder groups and help to arrange for public input meetings.

John Kneer, President, PLA, ASLA, Rettler Corporation Consultant Project Manager / Senior Landscape Architect

KEY RESPONSIBILITIES:

- Coordinate all Owner-Consultant interactions.
- Develop proposed project scope and Professional Services Agreement.
- Develop master project schedule.
- Provide guidance and direction for the day to day implementation of project tasks.
- Attend public meetings to assist in discussions and input.
- Serve as lead consultant for conceptual planning projects.
- Present final report and recommendations.

Rebecca Ramirez, PLA, ASLA, Rettler Corporation Landscape Architect

KEY RESPONSIBILITIES:

- Assist in Owner-Consultant interactions.
- Research and report all existing plans and technical data.
- Assist in production of the updated Master Plan.

- Develop specific planning maps for each open space.
- Assist in developing cost estimates for all parkland improvements.
- Assist in public meetings, client contact and communication.

**Chase Rettler, P.E., Rettler Corporation
Civil Engineer**

KEY RESPONSIBILITIES:

- Assist in developing cost estimates for assets and infrastructure.
- Assist in environmental area review and impacts.
- Assist in all stormwater management issues and recommendations for improvements.

**Jeffrey Groeschl, Forester
Forest Management Planner**

**Terry Asleson, Wisconsin DNR
Regional Forestry Team Leader**

KEY RESPONSIBILITIES:

- Inventory and analysis of forestry assets
- Forestry plan update and recommendations.

Task 4

Attendance at Urban Forestry Tree Board and City Council Meetings

- A. Meet periodically, throughout the planning process, to meet with City Staff and project team members to review findings, plan components, and update schedule.
- B. Assist in Public meetings for planning process; including need gathering sessions, review of draft plan document, and final document.
- C. Prepare presentation to Urban Forestry Tree Board and City Council to present Superior Municipal Forest Master Plan for approval.
- D. Attend meetings for project. Additional meetings will be on a time and material basis.
 1. Superior Municipal Forest Master Plan Update Option (5 Meetings).
 - a. Three (3) additional stakeholder meetings.
 - b. One (1) additional City Council Meeting.
 - c. One (1) Meeting with Park, Recreation, and Forestry Staff and maintenance staff.
 - d. Ongoing contact with Parks, Recreation, and Forestry Director.

Compensation for Services

- A. Rettler Corporation will provide the scope of services in this proposal at the following not to exceed lump sum fees.
- B. If the Owner, changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.
- C. All governmental fees will be paid directly by the others.
- D. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

Schedule of Payment

A. See attached fee proposal form

B. Additional Scope Hourly Rates

Principal	\$150.00
Soils Engineer	\$130.00
Two Man Survey Crew	\$165.00
Professional Land Surveyor	\$ 95.00
Landscape Architect	\$120.00
Civil Engineer	\$130.00
Project Manager	\$100.00
Construction Manager	\$ 95.00
Design Technician	\$ 75.00
Survey Technician	\$ 70.00
Draftsman	\$ 65.00
Office Manager Services	\$ 70.00

Contract Agreement

This proposal shall remain firm for a period of thirty (90) days after the date indicated below, as executed by Rettler Corporation. The proposal may be withdrawn or renegotiated after this time.

Rettler Corporation



John V. Kneer, PLA, ASLA
President

9/28/2021

Date

A formal agreement will be executed if selected

Thank you for your consideration.

8. Professional Services for Municipal Forest Master Park Plan

Date: 09/28/2021

City of Superior, Wisconsin

I/we, the undersigned, being familiar with your local conditions, having made a field inspection and investigation that I/we deemed necessary, having studied the plans and specifications for the work and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

- 1) Subcontractors List
- 2) Addenda Acknowledgment
- 3) Qualification & Evaluation Checklist
- 4) References

I/we, the undersigned, hereby propose to furnish all labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with the specifications and are hereby submitting the following proposal:

Total Cost (Not-to-Exceed): \$ 24,500

Amount in written figures: Twenty-four thousand five hundred thousand
and 00/100 Dollars

Completion Date: October 31, 2022 (date)

Interested firms may, at their discretion, suggest additional services not explicitly requested by this RFP. Proposals should include line item costs for additional services. Please note that additional services may or may not be awarded by the City and that costs for additional services are excluded from the base proposal.

SIGNATURE _____ Date 09/28/2021

Print Name John V. Kneer

Name of Company Rettler Corporation

Address 3317 Business Park Drive, Stevens Point, WI, 54482

Phone 715-341-2633 Fax 715-341-0431

E-mail Address jkneer@rettler.com

9. Subcontractors Listing (Must be submitted with proposal.)

Municipal Forest Master Park Planning Services

The undersigned agrees to employ the following listed **subcontractors** for the following enumerated classes of work and not to alter or add to such list without the written consent of the City of Superior, WI. Use separate sheet as necessary.

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1)	Jeffrey Groeschl	Forest Management Planner
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____

Submitted by: COMPANY Rettler Corporation
 ADDRESS 3317 Business Park Drive
 COMPANY REPRESENTATIVE John V. Kneer

10. Addenda Acknowledgement (Must be submitted with Proposal)

Municipal Forest Master Park Planning Services

I/we hereby acknowledge receipt of the following addenda(s): None

Addendum No. _____ Dated
Addendum No. _____ Dated
Addendum No. _____ Dated
Addendum No. _____ Dated

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the site where the work is to take place, and the plans, specifications, form of contract and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

* If no addenda were issued, the consultant/firm shall so indicate and sign this document.

Rettler Corporation

Company

Representative Signature

11. Qualification Evaluation Checklist

Owner: Rettler Corporation

Contact Person: John V. Kneer

Address: 3317 Business Park Drive

City: Stevens Point State: Wisconsin

Zip: 54482

Telephone: 715-341-2633

Instructions:

1. When filling out the checklist check "YES" only to those services provided "in-house" by your firm (or prior experience of key personnel anticipated to perform a substantial amount of the project work) and check "SUB" for services you intend to subcontract out. List the subcontracting firm in the "Comments/Explanation" area.
2. Respondents are encouraged to add comments and to attach more detailed information where appropriate in response to checklist items. Such clarification can greatly assist the evaluation process. **Firms may include other information as they deem appropriate.**
3. Attach to this checklist any appropriate licenses, certification, degrees, or appropriate training that will assist in qualifying your firm for these services.
4. Consultant qualifications will be determined using this checklist along with the information provided as outlined in the "Requirements for Statement of Qualifications".
5. Firms are expected to answer "YES" to some of the checklist items, but not all of them.
6. False, inaccurate or misleading information shall be grounds for disqualification at any time during and after the selection process. When in doubt attach a detailed answer or call for clarification.

Yes	Sub	No	#	Question
			1.	How many years has your firm been engaged in the consulting business under the present firm name? <u>32</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	2.	Has your firm ever failed to complete any work awarded to you? Comment/Explanation:

Yes	Sub	No	#	Question
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3.	Has your firm ever defaulted on a contract? Comment/Explanation:
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.	Has your firm ever had claims filed for errors and omissions or been sued for services you provided? Comment/Explanation:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.	Is your firm willing to provide (at no cost to the City) an on-site presentation to the City regarding your firm's qualifications? Comment/Explanation:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.	Have you reviewed the example of the service contract attached and are willing to sign a similar agreement? Comment/Explanation: We would ask that the indemnity clause be mutual.

12. Statement of Qualifications Reference Form

Applicant Firm Name: Rettler Corporation
Contact Person: John V. Kneer
Address: 3317 Business Park Drive
City, State, and Zip Code: Stevens Point, WI, 54482
Telephone: 715-341-2633

Reference #1

Owner or Company Name: Village of Oregon
Contact Person: Elise Cruz, Director of Planning and Zoning
Type of Service(s) Provided: Park Master planning and Bid Documents
Calendar Year(s) of Service(s) Provided: 2010, 2017-2021
City, State, and Zip Code: Oregon, WI, 53575
Telephone: 608-835-6291

Reference #2

Owner or Company Name: City of Stevens Point
Contact Person: Dan Kremer, Director of Parks, Recreation, & Forestry
Type of Service(s) Provided: Park Master planning and Bid Documents
Calendar Year(s) of Service(s) Provided: 2002, 2008-2011, 2015, 2017-2021
City, State, and Zip Code: Stevens Point, WI 54481
Telephone: 715-346-1531

Reference #3

Owner or Company Name: Village of Ashwaubenon
Contact Person: Rex Mehlberg
Type of Service(s) Provided: Park Master planning and Bid Documents
Calendar Year(s) of Service(s) Provided: 200-2007, 2014, 2019-2021
City, State, and Zip Code: Ashwaubenon, WI 54304
Telephone: 920-492-2331

13. Agreement

Professional Services Agreement for the Municipal Forest Master Park Planning

This agreement, made this _____ day of _____, 2021, by and between, Rettler Corporation, a Wisconsin incorporated business (herein known as ‘Consultant’), and the City of Superior, a municipal corporation, through its Parks, Recreation & Forestry Department (herein known as ‘City’). The parties to this Agreement shall be bound by the following terms and conditions.

Purpose

The objective of creating a Superior Municipal Forest Master Plan is to provide a comprehensive plan that takes other identified plan priorities into consideration to guide future actions and management of the Forest.

Scope

Consultant services include, but are not limited to, all of the tasks, activities and requirements included in Exhibit A, “Scope of Services” and other tasks and responsibilities as identified by the Parks, Recreation & Forestry Department. By reference, Exhibit A is hereby incorporated into this Agreement, but shall not in any way restrict the services provided by Consultant, nor prohibit the Parks, Recreation & Forestry Director from requesting other tasks or procedures germane to the Agreement. If there are other tasks identified by the Parks, Recreation & Forestry Director that are beyond the scope identified in Exhibit A, these will be considered extra services and can be added to this agreement by an amendment.

Term

The term of this agreement shall be from the date of the agreement through October 31, 2022.

Services and Fees

Costs shall be full compensation for services performed or services rendered and for all labor, materials, supplies, equipment, incidentals, applicable taxes, fees and applicable expenses, necessary to complete the services for a not to exceed amount of twenty-four thousand, five hundred dollars (\$24, 500.00), attached bid and incorporated herein by reference. All other expenditures shall be the sole responsibility of the Consultant.

Changes to services and/or fees are agreed to by both parties and acknowledged in an amendment signed by both parties.

Payments

Consultant may invoice the Parks, Recreation & Forestry Department on a monthly basis during the progress of the work for partial payment on account for work completed and accepted to date, and shall not impose any penalties or interest for amounts invoiced. The invoice shall be itemized and in a form satisfactory to the City, of expenses incurred

in the previous period. The City shall pay agreed upon amounts within thirty (30) days of receipt.

Insurance

Consultant shall provide up-to-date, accurate professional liability information on Consultant's Data Record, including amount of insurance, deductible, carrier and expiration date of coverage. Consultant shall furnish the City with an endorsement for earlier notice of cancellation and/or non-renewal and the Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Consultant shall not cancel or materially alter this coverage without prior written approval by the City. Consultant shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement and for 2 years after final acceptance for the service.

Consultant and its subconsultants retained under the terms of this Agreement shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract.

It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the agreement or listed below whichever is longer.

1. **PROFESSIONAL LIABILITY**
 - A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate

2. **GENERAL LIABILITY COVERAGE**
 - A. Commercial General Liability
 - (1) \$1,000,000 each occurrence limit
 - (2) \$1,000,000 personal liability and advertising injury
 - (3) \$2,000,000 general aggregate
 - B. Claims made form of coverage is not acceptable.
 - C. Insurance must include:
 - (1) Contractual Liability
 - (2) Personal Injury

3. **BUSINESS AUTOMOBILE COVERAGE**
 - A. \$1,000,000 combined single limit for Bodily Injury and Property Damage each accident
 - B. Must cover liability for Symbol #1 - "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability.

4. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

A. Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:

- (1) \$100,000 Each Accident
- (2) \$500,000 Disease Policy Limit
- (3) \$100,000 Disease - Each Employee

5. **UMBRELLA LIABILITY** - Provide coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

6. **ADDITIONAL INSURANCE PROVISIONS**

- A. Primary and Non-contributory requirement - all insurance must be primary and non-contributory to any insurance or self-insurance carried by City
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an **A.M. Best** rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. **Additional Insured Requirements - The following must be named as** additional insureds **on the General Liability and Business Automobile liability coverage arising out of project work - City,** and its officers, council members, agents, employees and authorized volunteers. This does not apply to Workers Compensation Policies.
- D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City.
- E. Evidences of Insurance - Prior to execution of the agreement, the Consultant shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement.

Agreement General Terms and Conditions

1. **No Relationship.** Consultant understands and agrees that the relationship of Consultant and the City arising out of this agreement is that of a contracted service provider, not an employee or contracted employee of the City or any other entity within the municipality, and therefore, is not entitled to any benefits provided to employees of the City.
2. **Taxes.** Consultant will act as an independent contractor and will be responsible for all federal, state and local taxes arising in accordance with this contract, as well as any other taxes, fees or licensing expenses pertaining to these services.
3. **Confidentiality.** Consultant shall diligently protect the confidentiality of any information, documentation or communication received from the City that contains personal, financial or other information of a confidential nature, and shall not disclose said information to any other persons, organizations or entities without the expressed written approval of the City.

4. **Qualifications.** By accepting this agreement, Consultant represents that they possess the necessary skills and qualifications to perform work under this agreement. Consultant will comply with all applicable local, state, and federal licensure requirements and will provide proof upon request.

5. **Legal Relations.** Recommendations, policies, procedures and other communications provided by the Consultant under this agreement will comply with all applicable laws, ordinances, rules and regulations promulgated and enforced by the City and any other proper authority having jurisdiction over the conduct of the operations of the City. The Consultant shall comply with and observe federal, state and local laws that may be applicable to the project. In carrying out provisions of this Agreement or exercising power or authority granted to the Consultant thereby, there shall be no personal liability to the City, it being understood that in such matters the City acts as representatives of the State. The Consultant is not an agent of the State.

6. **Assignment of Agreement.** The Consultant shall not subcontract, assign or transfer any part of this work to any other parties without the express written agreement of the City.

7. **Claims.** Claims, disputes and other matters in question arising from the performance of this contract shall be brought to the Director of Parks, Recreation & Forestry, whose decision shall be final. Consultant and City will in good faith efforts attempt to resolve disputes through a mutually agreed upon acceptable alternative.

8. **Ownership of Documents.** All plans, drawings, specifications, renderings, models, approved copies, manuals and other such documents prepared by the Consultant or any party pursuant to this Agreement shall become the property of the City of Superior on completion and acceptance of any of the Consultant's work, or upon termination of the Agreement, and shall be delivered to the City of Superior upon request.

9. **Indemnifications.** Consultant hereby agrees to indemnify, defend and hold harmless the City its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Consultant employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be the consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

10. **Final Payment.** Prior to final payment, the Parks, Recreation & Forestry Department shall review project documents, recommendations, tasks and procedures, etc., and all other recommendations submitted by Consultant to determine the satisfaction thereof; it will be at the Parks, Recreation & Forestry Department's sole discretion when the final payment is made. Final payment will be made to Consultant within thirty (30) days of the City's acceptance of services as complete.

11. **Deficiencies.** Consultant shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement, and is not entitled to further payments until corrected to the satisfaction of the Director of Parks, Recreation & Forestry. The City will inform the Consultant of any deficiencies and/or items that do not conform to this agreement within thirty (30) days of receipt.

12. **Termination.** This Agreement may be terminated by either party without cause upon ten (10) days written notice to the other. In the event of termination, Consultant shall be paid for services performed to termination date. The results of the work by Consultant shall immediately be turned over to the City of Superior, and is a condition of final payment.

13. **Warranty of Documents.** The City, its representatives, employees, and agents make no representations of the accuracy of documents, drawings, procedures, etc., provided to Consultant under this Agreement, and shall not be held liable for the inadequacy thereof. To the greatest extent possible, any document, drawing, procedure, etc., provided by the City for the purposes of the project that cannot be utilized as reliable information by the Consultant shall be noted as such by the City in the transmittal of the material.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters.

15. **Modification.** This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

16. **Force Majeure.** Each party shall be excused from any breach of this Agreement which is caused by war, strike, act of Nature or other similar circumstances normally deemed outside the control of well-managed businesses.

17. **Governing Law.** The Agreement will be interpreted, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of Wisconsin.

18. **Headings and Captions.** Headings and Captions appear solely for convenience of reference. Such headings and captions are not part of this agreement and shall not be used to construe it.

19. **Validity.** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. **Integrated Agreement.** This Agreement contains the entire agreement and understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other statement made in connection with this Agreement that is not expressly contained herein. The terms of this Agreement are contractual and not a mere recital.

21. **Safety And Security.** The Consultant shall at all times perform in a safe and workmanlike manner to avoid injury or damage to any person or property. The Consultant shall comply with applicable requirements and specifications relating to the safety, health and sanitation measures applicable to the project. The Consultant shall exercise the applicable necessary precautions for the safety of its employees, and be in compliance with applicable federal, state and local laws, statutes, ordinances, rules and regulations. Including, but not limited to, the Wisconsin Labor Code, The U.S. Department of Transportation Omnibus Transportation Employee Testing Act, and OSHA standards.

The Consultant shall provide its employees all necessary safeguards, devices and protective equipment, including but not limited to adequate life protection and lifesaving equipment, and shall ensure the proper inspection and maintenance of safety measures are current and in compliance.

The City may halt progress on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Services will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the Agreement price or an extension of the completion deadline.

22. **Standard of Care.** Consultant represents that it will perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at

the same time and in the same locality. To the extent Consultant's services do not meet this standard of care; Consultant shall re-perform its work at no cost to the City.

23. **Appropriation.** State and/or Federal funds may be used to fund all or part of this Agreement. Allowances detailed in the Project scope shall be awarded at the City's discretion, and is subject to available funding, project progress and other terms and conditions as identified by the City. The City will not be held liable for any damages incurred due to changes in State or Federal funding, including (but not limited to) a reduction, delay, or cancellation of the project.

The parties, intending to be legally bound have executed this agreement on the day and year set forth above.

Signatures

Company: Rettler Corporation
Address: 3317 business Park Drive
Stevens Point, WI 54482

Phone: 715-341-2633

President

Vice President

ATTEST: CITY OF SUPERIOR, WISCONSIN

City Clerk

Mayor

Finance Director

City Attorney

Provision has been made to
pay the liability that will
accrue under this contract.

*Approved by Superior Common Council on

Exhibit A: Scope of Work

Available data, consultant deliverables, and assumptions for bidding purposes are specified in the following outline, which should be utilized to determine a project cost for this proposal.

1. Project Planning
 - A. Kick-Off Meeting
 - ii. Conduct a preliminary project meeting with all team members to define the final project scope and identify the responsibility of duties between the City Staff and Consultant Staff.
 - B. Prepare a detailed Scope of Work; identify tasks, responsibilities, and deliverables.
 - C. Establish a project timeline; identify start and completion dates of all major project phases and budget.
2. Superior Municipal Forest Master Plan
 - A. Data Gathering
 - i. Prepare base mapping of the Municipal Forest assets.
 - ii. Utilize City of Superior GIS CADD Engineering Department for all base mapping.
 - iii. Gather and review plans that would be referenced for the planning purposes including, but not limited to:
 - iv. Superior Municipal Forest Master Plan Study
 - a. Master Development Plan 1979
 - b. Charter Ordinance Municipal Forest Protection
 - c. Forest Plan 1995
 - d. Environmental Impact Statement
 - e. Combined Input - Forest
 - v. SNA Management Plan
 - vi. Lake Superior Estuarine Research Reserve Management Plan
 - vii. Comprehensive Outdoor Recreation Plan
 - viii. St Louis River Estuary National Water Trail Master Plan
 - B. Site Analysis
 - i. Prepare base map of existing site and analyze site features and issues.
 - a. Topography and slope.
 - b. Views and vistas (positive and negative).
 - c. Existing drainage features and patterns.
 - d. Review existing site features and amenities and conditions (i.e., trails, trail heads, parking, access, drives, etc.).
 - e. Soils and bedrock.

- f. Major vegetation types and locations.
 - a. Age/health of stands
- g. Environmentally sensitive areas.
- h. Gather data on wildlife types and locations
- i. Existing vehicle access points.
- j. Internal and external traffic circulation.
- k. Parking opportunities.
- l. Existing and potential pedestrian circulation linkages.
- m. Utility locations and existing infrastructure locations.
- n. Adjacent property uses and impacts.
- o. ADA compliance.
- p. Cultural and historical site analysis.
- q. Invasive species concentrations.

C. Needs Assessment

- i. Meet with city to discuss existing and proposed uses for Superior Municipal Forest.
- ii. Meet with community, via three listening session including user groups, service clubs, etc.
 - a. Review flow of users throughout Municipal Forest.
 - b. Discuss and document new amenities for Municipal Forest.
 - c. Trail revisions, new trails and review trail surface options.
 - d. Parking and access improvements.
 - e. Etc.
- iii. Present list of need criteria for review and input.
- iv. Develop final list of needs to be considered in conceptual plan development within the Municipal Forest
- v. Develop list of uses, suggestions, maintenance requirements, etc. Obtain approval of list, from City, for possible inclusion into planning process.
 - a. Develop assessment of the forest as a biological system. Stand regeneration
 - b. Field encroachment
- vi. Present threats to the function of the forest as an Urban Forest.
- vii. Develop assessment of the available forest products resources

D. Concept Plan Development

- i. Provide up to three (3) concept plan layouts, which combine all elements from the site analysis and development program.
- ii. Workshop Session online or at City of superior to discuss/review the following:
 - a. Design appeal.
 - b. Accessibility.
 - c. Phasing considerations.
 - d. Environmental impacts.

- e. Parking issues.
 - f. Implementation and constructability.
 - g. Operational impacts and maintenance considerations.
 - iii. Document positive and negative input into Conceptual Plan development.

- E. Refine Conceptual Plan and review preliminary cost estimates with City.

- F. Review Conceptual plan and final cost estimates and develop phasing plan.

- G. Provide preferred Conceptual Plan drawing which incorporates input from concept development (22" x 34" or 24" x 36").

- H. Present Final Master Plan to City for review and approval.

- I. Submit line item cost estimates for all improvements, based on 2021 construction costs of similar projects completed.

- J. Submit phasing development scenario.

- K. Provide one (1) 22" x 34" or 24" x 36" color rendering of the final Master Plan.

- 3. Consultant shall identify Project Team and key responsibilities.

Linda Cadotte, MPA, CPRP, CPSI
 City of Superior Director of Parks, Recreations & Forestry
 Key Responsibilities:

- Primary interface with consultant staff.
 - Key contact for providing direction on project scope, schedule and budget from City Perspective.
 - Provide historical perspective on current forest planning and development process.
 - Coordinate staff and public meetings with Consultant throughout project process.
 - Provide critical evaluation of park planning process for the Municipal Forest.

- 4. Attendance at Urban Forestry Tree Board and City Council Meetings.
 - A. Meet periodically, throughout the planning process, to meet with City Staff and project team members to review findings, plan components, and update schedule.

- B. Assist in Public meetings for planning process; including need gathering sessions, review of draft plan document, and final document.
- C. Prepare presentation to Urban Forestry Tree Board and City Council to present Superior Municipal Forest Mast Plan for approval.
- D. Attend meetings for project. Additional meetings will be on a time and material basis.
 - ii. Superior Municipal Forest Master Plan Update Option (5 Meetings).
 - f. One (1) meeting with Park, Recreation and Forestry Staff.
 - g. Three (3) additional stakeholder meetings.
 - h. One (1) Urban Forestry Tree Board Meeting
 - i. One (1) City Council meeting.
 - j. Ongoing contact with Parks, Recreation & Forestry Director.