

*Public Inflow.
5-5-14*

14-649

AGREEMENT
For Professional Services

Mr. Greg Minikel
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Date: April 29, 2014

McM. No. M0026-940240.04

PROJECT DESCRIPTION:

Design a native landscape plan and manage wetlands and prairies for the Dewey Street Pond in Manitowoc, Wisconsin for the year 2014.

SCOPE OF SERVICES:

McMAHON agrees to provide the following Scope Of Services for this project:

- Prepare native landscape bid specifications and plans for Dewey Street Pond in March.
- Obtain quotes from two qualified landscape contractors for the Dewey Street Pond prairie in March.
- Assist the City in staking out the tree locations.
- Inspect the prairie for proper site preparation by the Prairie Landscape Contractor.
- Divide and transplant arrowhead and burreed aquatic plants to fill in the gaps in the wetland safety shelf to enhance the erosion protection, ecological aesthetics and stormwater treatment components of the wetlands.
- Supply & and install goose fencing (2,850 feet).
- Install 1,911 aquatic plants in the safety shelf.

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The City of Manitowoc agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahan Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Rates Per Attached Fee Schedule
 - ▼ Dewey Street Pond \$14,700 (Not to Exceed)

COMPLETION SCHEDULE:

The services will be provided for the year 2014.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Is Hereby Authorized To Proceed With The Services.

The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.

CITY OF MANITOWOC

Wisconsin

By: _____

(Authorized Signature)

Title: Justin M. Nickels, Mayor

Date: _____

By: _____

Jennifer Hudon, City Clerk

By: _____

(Authorized Signature)

Title: _____

Date: _____

McMAHON

Neenah, Wisconsin

By: _____

Carl C. Sutter P.E.

Carl C. Sutter, P.E., CCS

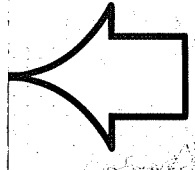
Title: Vice President

Date: April 29, 2014

Project
Manager: _____

Stuart A. Boerst

Stuart A. Boerst, P.S.S., P.H.
Senior Ecologist



Please Return One Copy For Our Records
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
920-751-4200 • 920-751-4284 – FAX



McMAHON GENERAL TERMS & CONDITIONS

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
 2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
 3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
 4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
 5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
 6. McMAHON will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to \$2,000,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
 8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
 9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
 10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
 11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
 12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.
 13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
 14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

Services subcontracted will be billed to the owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

(920)751-4200 TELEPHONE
(920)751-4284 FAX

E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

Labor Classification	Hourly Rate
Senior Project Manager	\$145.00
Planning	\$145.00
Project Manager - I	\$135.00
Project Manager - II	\$100.00
Vice President / Surveyor	\$125.00
Senior Surveyor	\$96.00
Surveyor	\$86.50
Surveyor Assistant - I	\$77.00
Surveyor Assistant - II	\$69.00
Surveyor Apprentice	\$37.00
Senior Electrical Engineer	\$125.00
Senior Project Engineer	\$125.00
Project Engineer - I	\$119.00
Project Engineer - II	\$102.00
Project Engineer - III	\$99.00
Project Engineer - IV	\$87.00
Project Engineer - V	\$70.00
Senior Engineering Technician - I	\$100.00
Senior Engineering Technician - II	\$89.00
Client Representative I - During Construction	\$77.00
Client Representative II - During Construction	\$70.00
Engineering Technician - I	\$81.00
Engineering Technician - II	\$70.00
Engineering Technician - III	\$58.00
Environmental Specialist - I	\$86.00
Environmental Specialist - II	\$67.00
Environmental Specialist - III	\$63.00
Erosion Control Technician	\$68.00
On-Site Erosion Observation	\$68.00
Landscape Architect	\$145.00
Senior Architect	\$125.00
Architect	\$115.00
Architectural Designer	\$94.00
Architectural Intern - I	\$104.00
Architectural Intern - II	\$96.00
Architectural Intern - III	\$81.00
Architectural Intern - IV	\$45.00
Senior Ecologist	\$135.00
Senior Hydrogeologist	\$145.00
Senior G.I.S. Specialist	\$110.00
G.I.S. Specialist	\$70.00
G.I.S. Technician	\$54.00
Environmental Scientist - I	\$129.00
Environmental Scientist - II	\$69.00
Environmental Scientist - III	\$54.00
Public Finance Specialist	\$100.00
Senior Draftsperson	\$94.00
Draftsperson	\$81.00
Draftsperson - I	\$52.00
Graphic Artist	\$77.00
Grant Administrator	\$58.00
Senior Administrative Assistant	\$71.00
Administrative Assistant	\$57.00
Intern	\$44.00
On-Site Project Representative	\$59.00
Principal	\$193.00
Professional Witness Services	\$260.00

Description	Rate
<u>Large Format Paper Copies</u>	
<u>Black & White</u>	
▪ Up To 24" x 30"	\$0.60/Sheet
▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet
<u>Color</u>	
▪ Color - 17" x 22"	\$5.75/sheet
▪ Color - 22" x 34"	\$11.00/sheet
▪ Color - 36" x 24"	\$15.00/Sheet
▪ Color - 36" x 48"	\$25.75/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Commercial Travel	1.1 of Cost
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Delivery/Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Mileage	\$0.57/Mile
Mileage - Truck/Van	\$0.85/Mile
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held GPS Unit	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.45/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.00/Each
Survey Steel Fence Post - 1"	\$3.00/Each
Survey Cotton Spindle	\$1.00/Each
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost

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