

Proposal Agreement

Custer Street Reconstruction
S. 29th Street to S. 39th Street

South 30th Street Reconstruction
Division Street to Dewey Street



For The
CITY OF MANITOWOC
MANITOWOC COUNTY, WISCONSIN

Statement of Understanding

The City of Manitowoc will be reconstructing two major sections of roadway in 2021. These two reconstruction projects, Custer Street and South 30th Street, are being funded by the Community Development Block Grant (CDBG) Program which is administrated by the US Department of Housing and Urban Development. McMahon Associates, Inc. (McMAHON) will design these projects and prepare environmental documentation in accordance with the CDBG Guidelines and Requirements contained in the Implementation Handbook.

The Custer Street project includes the reconstruction of this minor arterial from South 29th Street to South 39th Street. Custer Street is a primary access on the south side of the City and serves as a truck route for commerce interested in arriving or departing from the near south side of the City. The street is approximately 3,375 feet long and is 42-foot wide, curb to curb. The urban cross section consists of existing concrete pavement with concrete curbs. The City does not anticipate land acquisition to be required for this reconstruction project. The City intends to have the design be a concrete pavement with integral curbs. This Proposal includes complete survey and design services for Custer Street.

The South 30th Street project includes the reconstruction of this collector from Division Street to Dewey Street. This street is a primary truck route on the south side of the City and serves several industrial properties. The street is approximately 2,800 feet long and consists of a rural cross section with a 24-foot wide concrete pavement, 8-foot wide asphalt shoulders and ditches. The City does not anticipate land acquisition being required for this reconstruction project. The City intends to construct a concrete pavement with integral curbs. The City would like to see the construction of a new concrete sidewalk on

the west side of the roadway, if possible. Post-construction stormwater management is anticipated. The City of Manitowoc has completed survey and plan preparation work for this project.

McMAHON will need to complete the documents necessary to comply with the requirements of the CDBG program for both Custer Street and South 30th Street. These include the required environmental documents, wetland delineations reports, archaeological documents, historical documents and endangered species documents, etc.

Project Understanding | Custer Street Design

Existing Roadway

The reconstruction of Custer Street extends from 29th Street to 39th Street. The total project length is approximately 0.64 miles. Custer Street is functionally classified as a minor arterial with an AADT of 5,900. Custer Street is one of the primary east west routes for the City, and a truck route for the surrounding commercial developments.

Existing Typical Section

The existing roadway is a 42-foot wide two-lane urban section with curb and gutter on both sides of the street. A review of the Manitowoc County GIS mapping indicates that the existing right-of-way is generally 90-foot wide, although the right-of-way narrows on the east end. There is sidewalk located on both sides of the street. Terraces on both sides of the street have significant width from 29th Street to 31st Street. East of 31st Street the north side terrace narrows considerably. Parking is allowed intermittently on both sides of the roadway. Although there is no signage or designated bike accommodations, the existing width is adequate to accommodate bicyclists.

Adjacent Land Use

The corridor is fully developed with the adjoining land use consisting primarily of residential development from 29th Street to 35th Street. East of 35th Street contains a mix of residential (north) and commercial development (south).

Existing Horizontal and Vertical Alignment

The existing horizontal alignment is on tangent throughout and aligns closely with the center of right-of-way. The vertical alignment consists of relatively “flat” straight line grades.

Existing Intersections

There are ten total intersections within the project limits. Eight of those intersections are T-type intersections with stop control on the side street. The full intersections include 35th Street which is a 4-way stop controlled intersection, and 30th Street which is a 2-way stop controlled intersection. 35th Street is a divided roadway with significant traffic (approximately 3,100 AADT). 35th Street provides access to an elementary school to the north, and more commercial development to the south.

Existing Storm Sewer

The City desires to leave the existing trunk line storm sewer in place, as it is located on the north side of Custer Street and outside of the paving limits. However, the City experiences flooding issues at the intersection of Custer Street and South 35th Street. As such, the City would like McMAHON to develop recommendations to eliminate or reduce these flooding issues.

ADA Compliance

Curb Ramps – Several of the existing curb ramps do not meet current ADAAG requirements for slope and do not have detectable warning fields. Several of the existing ramps are located at the center of the curb radius (Type I ramps) which have the disadvantage of directing pedestrians away from the marked crosswalk and towards the center of the intersection. Cross slope on sidewalks through various driveways appear to exceed the maximum allowed by ADA.

Existing Pavement and Soils

McMAHON is very familiar with soil conditions in the project area. Based on USDA mapping, the soil appears to be a silty sand material with high moisture content. The poor condition of the existing pavement would indicate this is likely to be accurate. McMAHON has considerable experience with cost-effective solutions for constructing facilities with these types of soils. Considerations needs to be made for both roadway and utility construction.

Railroad Crossing

There are two existing track crossings located just east of the project limits. Although the crossings are beyond the project limits, the proximity of the tracks needs to be considered for both construction activity as well as potential future reconstruction to the east.

Utilities/Street Lighting

Utility poles are located along both sides of the roadway with service poles and crossings present. The south side of the roadway contains continuous utility poles located approximately 2 to 4 feet from the back of the existing curb. North side utility poles are a bit more sporadic, with their primary purpose being street lighting and service drops. These poles are also located approximately 2 to 4 feet from the existing back of curb. The existing street lighting consists of luminaires with arms on these wooden utility poles.

Project Approach | Custer Street Design

Following are key design elements that will need to be addressed by McMAHON as part of the design process.

Typical Section and Bike/Pedestrian Accommodations

The first major design task will be to perform an alternatives analysis to determine the final typical section for the project. The City has expressed a desire for integral curb and gutter. If the existing roadway width is maintained, this will not be feasible given the proximity of the utility poles. Furthermore, bike and pedestrian accommodations along the route will impact the typical section width. A potential option to be explored will be the elimination of parking from one side of the street. This change would provide

flexibility to provide bike accommodations while reducing utility impacts that may eliminate the possibility of integral curb. Given the significant terrace widths throughout most of the project, the design staff will evaluate the potential to maintain the existing sidewalk, with only spot replacement at the intersections required for accessibility requirements. The optimal lane widths for the driving lanes, parking lanes, and terrace width are key decisions to be made.

Horizontal Alignment

Any changes to the existing typical section regarding parking or bicycle accommodations may require a shifting of the existing horizontal alignment. Impacts to trees, utility poles and lighting, hydrants, and other adjacent features will be evaluated during the design process.

Vertical Alignment and Drainage

The proposed vertical alignment will generally follow the existing grades. Adjustments may be required to meet WisDOT FDM minimum grade requirements. If the existing sidewalk is maintained, a variable terrace slope will be required to achieve proper road drainage. Driveway slopes are a minor concern, again due to the generous terrace width. Special attention will be needed at the 35th Street intersection where on-street flooding has been occurring. An investigation to determine the cause – either pipe capacity or structure capacity – will also be required to adequately resolve the issue.

Soils

McMAHON will solicit proposals from geotechnical consultants on behalf of the City, to perform soil borings and prepare a Geotechnical Exploration Report for the project. This report will identify areas of potentially unsuitable soils within the corridor; these areas will need to be addressed in the final pavement design as well as the contract documents. Based on our experience in the project area, EBS and possibly subgrade improvements will be required. The selected geotechnical firm will contract directly with the City.

Pavement Design

The City's Standard Pavement Section will be utilized.

Side Road Intersections

The existing intersection alignments are at approximately 90 degrees; no significant alignment changes are anticipated. As a result of the requirement to improve the curb ramps it is anticipated that right-of-way acquisition may be required in several areas. To keep on the current aggressive timeline, McMAHON will attempt to design intersections and ramps to minimize or eliminate the need for real estate acquisition.

Storm Sewer Design

The City would like McMAHON to develop recommendations to eliminate or reduce the flooding issues at the intersection of Custer Street and South 35th Street as part of the storm sewer design. McMAHON intends to investigate the benefits of a detention facility and/or a new parallel storm sewer system from South 35th Street to the east to alleviate these flooding issues. A new parallel storm system would have to connect back into the same trunk system; likely on South 30th Street as South 29th Street is newer concrete pavement. The detention facility could be either an underground system or a detention pond. A couple of possible locations for an underground system include the terrace of Custer Street (particularly

if on-street parking is eliminated on one side), the Bellin Health parking lot or the Senior Center parking lot. The vacant parcel located south of the Senior Center could be looked at for a detention pond.

Safety Enhancements and ADA related improvements

Designated on-street bike lanes will improve safety for cyclists. The intent is to minimize real estate impacts. Design of Type 1 or Type 2 curb ramps will be evaluated to determine the least intrusive options. Sidewalk cross slopes will follow ADA requirements. It is intended that only spot sidewalk replacements will be constructed at intersections and utility installation locations. New sidewalk and curb ramps will be constructed with accessible cross slope, landings, and other ADA requirements.

Traffic Management Plan

Traffic control plan will be prepared based on Custer Street being closed to thru traffic. Cross traffic will be maintained at 35th Street. A construction staging plan will be provided for maintaining cross traffic at 35th Street.

Railroad Coordination

The existing crossings are near the east project limits. McMAHON will need to coordinate with the Railroad throughout the design process to ensure safety at the crossing.

Street Lighting

McMAHON is prepared to work with the City and Manitowoc Public Utilities to design or accommodate any changes or improvements to the existing system. Street lighting design will be considered an additional service.

Utility Coordination

Coordination with utilities early and often throughout the design process will be critical to the success of the Custer Street project. McMAHON will notify the utility companies very early in the design process regarding the proposed improvements. This will give the utility companies an opportunity to let the Design Team and City know about potential impacts to their facilities as a result of the proposed improvements. With the roadway improvements proposed, the potential exists for utility relocations. By coordinating with utilities early, they can begin planning and budgeting for the relocation of their facilities. Additionally, modifications to the typical section should help reduce the frequency and degree of relocations. Once the project design has progressed far enough and right-of-way needs have been determined, McMAHON will send proposed roadway plans and right-of-way information to the utilities so they can begin designing any necessary relocations. McMAHON will follow the general requirements of the WisDOT Utility Coordination Manual.

McMAHON will coordinate closely with City Staff and Manitowoc Public Utilities on any storm sewer, sanitary sewer and water main improvements necessary.

Environmental Services | Custer Street and South 30th Street

Stormwater Quality and Best Management Practices

Custer Street is an urban to urban reconstruction project and post construction stormwater quality management will not be required.

A portion of the South 30th Street project will be a rural to urban reconstruction project and stormwater quality will need to be evaluated for the corridor. The Wisconsin DNR requires a 40% TSS reduction be provided from the portion of the project that is being converted from a rural to urban section. It's of note that McMAHON designed the South 30th Street regional stormwater pond, which is located to the north of the project limits and receives runoff from the north end (970 feet +/-) of the South 30th Street project limits. The City is open to leaving a ditch along the east side of the roadway if it prevents them from constructing an additional post-construction stormwater management facility as part of this project. McMAHON will analyze the water quality benefits from the South 30th Street Pond and provide the City with recommendations for satisfying the 40% TSS reduction requirement.

Wetlands

Wetland impacts are not anticipated along Custer Street, but may be encountered along 30th Street. If it is determined that potential wetlands may be present, McMAHON will perform a wetland review/delineation for each corridor.

Erosion & Sediment Control

The Custer Street and South 30th Street reconstruction corridors will each result in more than 1 acre of land disturbance. As such, erosion and sediment controls will be needed for the project area, such that no more than 5 tons/acre/year of sediment is discharged from the construction site. In addition to best management practices, construction sequencing and scheduling will be part of the project's erosion and sediment control plan.

Hazardous Materials

McMAHON will review the DNR's Remediation and Redevelopment website prior to evaluating potential sites adjacent to the project corridor. McMAHON will perform a Phase I hazmat investigation of the project corridor to determine if contamination from potential sites have migrated into the road right-of-way. If it is determined that Phase 2 or 2.5 investigations are needed, McMAHON has the in-house capabilities to complete these additional investigations as an extra service.

Archaeological & Historical Resources

Phase I surveys are likely to be required. McMAHON will solicit a proposal from Heritage Research, LTD for an architectural history survey and Archaeological Research Inc. for an archaeological survey. Due to the anticipated amount of disturbance, both corridors will need to be surveyed for both resources. These subconsultants will contract directly with the City.

Real Estate

Temporary land interests will be acquired through the use of temporary construction permits. The temporary permit areas required will be shown on the plan/profile sheets. If it is determined that a right-of-way plat will be required for the project, McMAHON has registered land surveyors on staff that will conduct the property surveys, verify the existing right-of-way location, and prepare a right-of-way plat for property acquisition. Preparation of a right-of-way plat will be considered an additional service. It should be noted that construction permits cannot be used for condemnation purposes.

Public Involvement

McMAHON has significant experience with public involvement on urban improvement projects. Additionally, many of the Key Staff have significant experience within the City of Manitowoc over the last two years on the Waldo Boulevard Reconstruction project. The success of a project is directly linked to how well the public is informed and understands the project scope. A key element of a successful public involvement process is to identify and communicate with the major stakeholders throughout the design process. It is important to listen to and understand their project concerns and goals. There are times when property owners can identify problems that the Design Team and City may not have been aware of and their input is very important to the success of the project. It is anticipated that right-of-way may need to be acquired from several property owners along the project corridor. The acquisition process can at times result in disgruntled property owners if the public involvement process is not executed properly. McMAHON's experience has been that the better informed the public is about the need for the improvements, and related property acquisition, the smoother the acquisition process will proceed.

McMAHON, along with the City of Manitowoc, will conduct at least one public information meeting to present the project options and discuss impacts with local residents and officials. The meeting should be held early in the design stages to inform the public about the results of the alternatives analysis and obtain their input while also providing a solid idea at what the finished project will look like. These meetings will be coordinated with local public officials and staff to assist in the public outreach and decision-making process. The McMAHON Team will utilize various tools to educate the public with regards to the existing problems and the options available to solve the problems.

Scope of Services – Custer Street Design

Design Scope of Services

- Land Surveying
 - ▼ Perform a topographic survey of the Custer Street Corridor.
 - ▼ Contact Digger's Hotline and survey utility location markings for inclusion on the plans.
 - ▼ Horizontal and vertical control points will be re-established. Final benchmarks and horizontal control points will be set prior to final plan completion. Benchmarks will be established relative to NAVD 1988 Datum and horizontal control will be oriented to the Manitowoc County coordinate system NAD 83 (91).
 - ▼ Right-Of-Way Survey
 - Includes locating existing survey monuments and section corners in order to verify the existing right-of-way location.

- Project Meetings
 - ▼ Attend a project kick-off meeting after base drawings are prepared.
 - ▼ Attend two (2) additional meetings with City Staff to review the design and plans.
 - ▼ Attend a public informational meeting.
 - ▼ McMAHON will attend additional meetings on a time and expense basis.

- Right-of-Way Plat
 - ▼ A right-of-way plat is not included for this project. If during the design process it is determined to be necessary, a separate proposal for this service will be submitted for the City's consideration.

- Temporary Construction Permits
 - ▼ An LPA 1732 Form from the WisDOT LPA Manual will be prepared for all parcels requiring a construction permit.
 - ▼ Temporary construction permit areas will be shown on the construction plans.
 - ▼ The City of Manitowoc will mail the construction permit forms with plan sheet attachments to the affected property owners.
 - ▼ Assisting the City with acquisition of the construction permits, including phone calls and in-person meetings, will be done on a time and expense basis.

- Utility Coordination
 - ▼ Submit 30% plans to utilities so they can begin planning for adjusting or relocating their facilities.
 - ▼ Submit 60% percent plans that can be utilized for utilities to finalize their relocation plans.
 - ▼ McMAHON will attend meetings as needed with the utility companies on a time and expense basis.

- Storm Sewer Design
 - ▼ Review available City storm sewer information, LIDAR data and drainage area information. Delineate and/or revise the current watershed and drainage areas in order to evaluate significant components of the current Custer Street and surrounding drainage system. Compute curve numbers and time of concentrations for each drainage area.
 - ▼ Utilize the XP-SWMM computer model (1D) and the Natural Resource Conservation Service (NRCS) TR-55 hydrologic methodology to evaluate the storm sewer/drainage system within the project area, which is generally located south of Meadow Lane, north of STH 151, east of South 39th Street and west of South 26th Street. XP-SWMM will be used to combine, split and route each runoff hydrograph through the stormwater conveyance system. The stormwater conveyance system is comprised of a network of interconnected storm sewers, culverts, ditches, flood control facilities, and overland flow paths. Combined, the individual components convey surface runoff through the stormwater conveyance system.
 - ▼ McMAHON will evaluate the current drainage system's performance for the 1, 2, 5, 10, 25, and 100-year, 24-hour design storms. The purpose of the hydrologic and hydraulic analysis is to establish a current baseline for evaluating water surface/ponding elevations within the drainage system, particularly along Custer Street and the intersection of South 35th Street.

- ▼ In tabular format, McMAHON will summarize peak water surface/ponding elevations at several points of interest within the project area: Custer Street and South 35th Street intersection, proposed street low points and other locations as appropriate.
 - ▼ Based on City staff input, McMAHON plans to evaluate up to three alternatives to reduce flooding potential at the intersection of Custer Street and South 35th Street. The three alternatives may include underground detention system, a detention pond and/or a new, parallel storm sewer system. The XP-SWMM computer model will be used to evaluate performance of the potential components and alternatives for the 1, 2, 5, 10, 25, and 100-year, 24-hour design storms.
 - ▼ In tabular format, McMAHON will summarize peak water surface/ponding elevations for the proposed alternatives at the same points of interest used for the existing drainage system within the project area.
 - ▼ McMAHON will prepare a technical memo that summarizes the alternatives evaluation. The report will summarize the project goals, engineering methodology, assumptions, components/alternatives, hydrologic and hydraulic results, concept drawings, opinions of probable cost for each alternative, recommendations and special project considerations.
 - ▼ McMAHON will meet with City Staff to review the alternatives. During the meeting, McMAHON will facilitate a discussion to assist with selecting an option.
 - ▼ Based on the selected alternative by the City, McMAHON will design the final storm sewer system in accordance with City of Manitowoc Design Standards. Note if a detention facility is pursued, final design of that facility is not included in this Scope of Services and could be completed under a separate agreement or on a time & expense basis.
- Roadway Design Plans
 - ▼ Final plans will generally conform to the design standards of the City of Manitowoc and WisDOT's Facility Development Manual.
 - Final plans will consist of the following:
 - ▼ Title Sheet
 - ▼ Project Overview Sheet
 - ▼ Typical Sections
 - ▼ Construction Details
 - ▼ Traffic Control Plan Including Staging at 35th Street
 - ▼ Plan/Profile Sheets at 20 Scale (1' = 40' plotted at one-half scale on 11" x 17" plan sheets)
 - ▼ Cross Section Sheets with Earth Work Data Sheet
 - ▼ Miscellaneous Quantity Sheets
 - ▼ Signing and Marking Plan
 - ▼ Erosion Control Plan
 - ▼ Alignment and Detail with Ties and Benchmarks
 - Prepare an Opinion of Probable Cost (OPC) for both Custer Street and South 30th Street. OPC's to be provided at 30%, 60% and final.

Bidding Services

- Provide the City with a schedule of bid items for Custer Street and South 30th Street.
- Prepare special provisions for the Custer Street project.
- The City will include the bid items and special provisions with their bid documents that they are preparing for both Custer Street and South 30th Street.

Scope of Services – Custer Street and South 30th Street

Environmental Services

- Phase I HazMat Assessment

An abbreviated Phase I Hazardous Materials Assessment will be conducted for properties abutting the project. This assessment will evaluate the potential for the presence of contamination within lands directly abutting the project where the potential exists for contamination to have migrated into the construction limits.

The abbreviated Phase I Hazardous Materials Assessment will include a records search, site reconnaissance along the project corridor, and an e-mail report.

Hazardous materials assessments beyond the abbreviated Phase I Hazardous Materials Assessment are not included in the Scope of Services. Additional hazardous materials assessments are typically required if evidence of contamination is found or suspected during the Phase I Hazardous Materials Assessment. If phase 2, 2.5, 3 or 4 investigations are found to be necessary, McMAHON will provide the additional services as part of a separate contract.

- SHPO Coordination

- ▼ Coordinate with SHPO for any historical or archeology surveys that may be required.
- ▼ Due to the amount of land disturbance anticipated for the two roadway projects, Phase I surveys are likely to be required to be performed by a professional historian and/or archaeologist. The historian and archaeological firms will contract directly with the City.

- Wisconsin DNR Coordination

Prepare and submit a Notice of Intent / NR151 Permit Application to the Wisconsin DNR for both projects; this permit is required because the project will result in more than one acre of land disturbance. The Erosion and Sediment Control Plan and Stormwater Management Plan will be attached to the permit application.

- ▼ Prepare an Erosion and Sediment Control Plan and soil loss and sediment discharge calculations.
- ▼ Prepare a Stormwater Management Plan
 - ◆ It's assumed the Custer Street project is exempt from post-construction stormwater management performance standards.
 - ◆ It's assumed the South 30th Street project will require a 40% TSS reduction from the portion of the project that is converted from a rural to urban section.
 - ◆ Prepare a WinSLAMM water quality model to establish baseline TSS loadings for the South 30th Street project area. Determine overall composite TSS reduction provided by the City's South 30th Street Pond and if project will meet standard per City's design. If the South 30th

Street Pond does not provide enough TSS reduction to satisfy the standard, provide the City recommendations on which section(s) may need to remain rural along the east side of the street.

- ▼ McMAHON will attend meetings with the Wisconsin DNR on a time and expense basis.
- ▼ Coordinate with Wisconsin DNR for an endangered species review.

- Wetland Delineation Services
 - ▼ Conduct field work to define the wetland boundaries in accordance with the Wisconsin DNR and Army Corps of Engineers' guidelines, 1987 Corps of Engineers Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region, January 2012.
 - ▼ Complete a report that will include the methods and results of the investigation with a map showing the extent of wetlands.
 - ▼ Submit the report to the DNR and Army Corps of Engineers.

- Preparation of Environmental Document

The Proposal Agreement is based on preparation of environmental document meeting the requirements for a Categorically Excluded Project subject to 58.5 (Statutory Checklist) [24 CFR 58.25].

Items Not Include in the Scope of Services

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- Soil borings or geotechnical investigation.
- Historical or archaeological investigations.
- Street lighting design.
- Sanitary sewer or water main design.
- Preparation of a right-of-way plat.
- Final design of detention facility (underground or pond) along Custer Street. If the City pursues a detention facility along this corridor, McMAHON can provide final design services through a separate agreement or on a time & expense basis.
- Roadway design services for South 30th Street.

Responsibilities of the City of Manitowoc

The Scope of Services and estimated fees are based upon the understanding that the City will provide the following:

- Contract separately with an archaeology firm for the performance of a Phase I Survey.
- Contract separately with an architectural historian firm for the performance of a Phase I Survey.
- Contract separately with a geotechnical firm for the performance of soil borings and a geotechnical report.
- Send out notifications of the Public Involvement Meeting (PIM) to the area stakeholders. Provide location for the PIM that meets federal, state, and local requirements for access.
- Available City infrastructure and other mapping for storm sewer and stormwater management design. This includes GIS mapping for storm, sanitary and water main utilities, LIDAR data, drainage area/watershed basin maps, land use maps, etc.
- Provide the current list of property owners for use in preparation of the construction permits.

Project Schedule

Refer to attached for Schedule exhibit.



Custer Street Reconstruction | S 29th Street to S 39th Street South 30th Street Reconstruction | Division Street to Dewey Street

ESTIMATED SCHEDULE

TASKS	MONTH ▶	2020 ▶				2021 ▶		
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR
▪ Project Management		[Bar spanning Sept 2020 to Mar 2021]						
▪ Project Land Surveying		[Bar spanning Sept to Oct 2020]						
▪ Wetland Delineation (if req'd)		[Bar spanning Sept to Oct 2020]						
▪ Typical Section Alternative Analysis		[Bar spanning Sept to Oct 2020]						
▪ Environmental Documentation & Reports		[Bar spanning Sept to Dec 2020]						
▪ Project Notification to Utilities (1077 Form)			[Bar in Oct 2020]					
▪ Soils Investigation (by others)			[Bar in Oct 2020]					
▪ Pavement Design				[Bar in Nov 2020]				
▪ Haz-Mat Investigation			[Bar in Oct 2020]	[Bar in Nov 2020]				
▪ Right-of-Way Plat (if req'd)					[Bar in Dec 2020]	[Bar in Jan 2021]		
▪ Historical & Archaeological (by others if req'd)		[Bar in Sept 2020]	[Bar in Oct 2020]	[Bar in Nov 2020]	[Bar in Dec 2020]			
▪ Right-of-Way Acquisition (by others, if req'd)							[Bar in Feb 2021]	
▪ Public Involvement				[Bar in Nov 2020]				
▪ Project Plans to Utilities (1078 Form)								
▪ Agency Coordination & USACOE Permitting								
▪ 30% Plan			[Bar in Oct 2020]	[Bar in Nov 2020]	[Bar in Dec 2020]			
▪ 60% Plan					[Bar in Dec 2020]			
▪ Final PS&E						[Bar in Jan 2021]	[Bar in Feb 2021]	[Bar in Mar 2021]
▪ Post PS&E Services								[Bar in Mar 2021]



Note – This schedule is based on having an approved contract in place by September 21, 2020. The final PS&E will be completed in time to meet the City’s February 26, 2021 completion date requirement.

Compensation

McMAHON agrees to provide the Scope of Services described above for the following Compensation:

TASK	ESTIMATED HOURS PER TASK	COMPENSATION PER TASK
Wetlands	40	\$6,400
Environmental Docs & Agency Coordination	176	\$30,000
Hazardous Waste	46	\$7,500
Utility Coordination	16	\$2,000
Public Involvement & Meetings	64	\$6,600
Survey	125	\$12,000
Stormwater & Hydraulic Analysis	178	\$22,000
Preliminary Design	136	\$15,100
Preliminary Plans	40	\$4,100
Final Plans	216	\$27,000
Specifications & Estimates	108	\$12,300
Construction Permits (R/W)	40	\$4,400
Wisconsin DNR NOI's	16	\$2,000
Project Management	40	\$4,900
TOTAL	1,241	\$156,300.00

The City of Manitowoc agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal 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 Proposal Agreement, without the expressed written consent of the McMahon Group of Companies.

To indicate acceptance of this Proposal Agreement, please sign below and return one copy to our office.

Owner:

CITY OF MANITOWOC

Manitowoc County, Wisconsin

(Authorized Signature)

Date

Title

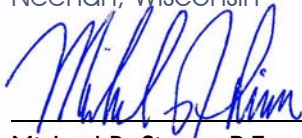
Witness:

Date

Engineer:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin



Michael R. Simon, P.E.
Associate / Sr. Transportation Project Manager

September 16, 2020
Date

- Attachments: General Terms & Conditions
 Fee Schedule
 Reimbursable Expenses Schedule



McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as '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, pandemics, 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 ten (10) times McMAHON's fee not to exceed to \$500,000.
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. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
 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.



FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

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

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

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

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115

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952 SOUTH STATE ROAD 2
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REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

DESCRIPTION	RATE
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REIMBURSABLE EXPENSES:

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

REIMBURSABLE UNITS:

Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.65/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.65/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

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.

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CORPORATE HEADQUARTERS**

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