

TRANSMITTAL

PROJECT: City of Manitowoc
Calumet Avenue

DATE: December 7, 2017

SUBJECT: Agreement for Professional Services McM. No. M0032-9-17-00002

PURPOSE: Signature VIA: U.S. Mail

FROM: Michael R. Simon, P.E.
McMahon Associates, Inc.
1445 McMahon Drive /P.O. Box 1025
Neenah, WI 54956 / 54957-1025

E-MAIL: bwerner@mcmgrp.com
PHONE: 920.751.4200

TO: City of Manitowoc
Department of Public Infrastructure
Attn: Greg Minikel, City Engineer
900 Quay Street
Manitowoc, WI 54220

REMARKS: Attached are three copies of the Agreement for Professional Services for the referenced project for your signature. Please retain two of the copies for your record and return one signed copy to our office. Thank You.

DESCRIPTION OF CONTENTS:

QTY	DATED	TITLE
3	12-01-2017	Agreement for Professional Services



City of Manitowoc
Department of Public Infrastructure
Greg Minikel, City Engineer
900 Quay Street
Manitowoc WI 54220

Date: December 1, 2017

McM. No. M0032-9-17-00002

PROJECT DESCRIPTION:

The City of Manitowoc is proposing to replace the existing pavement on Calumet Avenue from the I-43 interchange through the intersection of S. Rapids Road. The project will consist of minor grading, concrete paving, storm sewer, traffic signal modifications, signing, and marking. Construction will be staged in order to maintain all traffic at the I-43 interchange, Calumet Avenue, and South Frontage Road. This Proposal is for the preparation of plans and bid documents needed for the City to bid and construct the project.

SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this project:

Engineering Design Services

- Land Surveying
 - ▼ Perform topographic survey for the reconstruction of Calumet Avenue from the I-43 NB ramp intersection to the S. Rapids Road intersection.
 - ◇ The west reconstruction limits begins at the start of the taper for the left turn lane extension for the west approach to Rapids Road, approximately 600 feet west of the centerline of Rapids Road.
 - ◇ The east reconstruction limits are located approximately 400 feet east of the centerline of Rapids Road.
 - ▼ Perform additional survey as needed for the purposes of preparing a traffic control plan.
 - ▼ Contact Diggers Hotline and survey marked utility locations.
- Project Meetings
 - ▼ Attend a project kick-off meeting after base drawings are prepared.
 - ▼ Attend two additional meetings with City staff to review the design and plans. These meetings will be scheduled when the plans are 30 to 50% complete and at 90% complete.
 - ▼ If needed, McMahon Associates, Inc. will attend additional meetings on a time and expense basis.
- Right-of-Way
 - ▼ Determine existing right-of-way limits based on existing Wisconsin Department of Transportation (WisDOT) plats for I-43 and USH 151. No title work will be required for the project.
 - ▼ No right-of-way fee acquisition or easements are anticipated for this project. If required, McMahon Associates, Inc. will prepare any necessary right-of-way documentation on a time and expense basis.
- Prepare roadway plans for the project that will include the following:
 - ▼ Title Sheet
 - ▼ Typical Section Sheet
 - ▼ Construction details for the following:
 - ▷ Storm Sewer
 - ▷ All existing storm sewer and inlets will be removed and replaced with the same pipe and structure sizes. No stormwater analysis is required.
 - ▷ Erosion Control

SCOPE OF SERVICES:

- ◇ Concrete Paving
 - ▽ All existing lane widths and storage lengths will be maintained with the exception of the left turn lane at the west approach to Rapids Road. This left turn lane will be extended per recommendations of the TIA for the Meijer Store.
 - ▽ All new pavements will be concrete, including the right turn at the west approach to the Rapids Road intersection which is currently asphalt.
 - ▽ As part of the design, a determination will be made regarding whether portions of the existing median curb and gutter can be maintained.
- ◇ Pavement Marking & Signing
 - ▽ All existing signs will be reset with no additional signing provided.
- ◇ Traffic Signal Detail
 - ▽ The existing traffic signal components at both the I-43 and Rapids Road intersections are in fair to good condition. As part of the project, the existing detector loops on the Calumet Avenue approaches to these intersections will be removed and replaced.
 - ▽ Other signal modifications that may be needed include replacement of individual concrete bases, transformer bases, loop detectors on the side streets, etc. These additional modifications will be determined at the design meetings with City staff and included with the plans and specifications.
- ◇ Traffic Control Details
 - ▽ Details will be prepared for staged construction on Calumet Avenue.
 - ▽ It is anticipated that the north approach to the S. Rapids Road intersection will be closed during construction. A detour route signing detail will be prepared.
 - ▽ Access to the south approach (frontage road) will be maintained at all times, no detour route will be provided.
 - ▽ All traffic at the I-43 interchange will be maintained, no detour route will be provided.
 - ▽ The existing traffic signals are anticipated to be maintained during construction. Some modifications may be required to accommodate staged construction.
- ▽ Plan/Profile Sheets
- Utility Coordination
 - ▽ McMahon Associates, Inc. will submit preliminary and final plans to the affected utilities.
 - ▽ One meeting will be held with utilities and City staff to review the project.
- Permits
 - ▽ Wisconsin Department of Natural Resources (DNR)
 - ◇ Permits are not anticipated as the project consists of less than 5 acres of land disturbing activity and is considered to be routine maintenance with the original line & grade, and hydraulic capacity being maintained.
 - ▽ WisDOT
 - ◇ A permit for working within the I-43/USH 151 interchange right-of-way will be required. This will include approval of the traffic control plan due to the vicinity of the I-43 ramp intersections.

Bidding Services

- Provide the following bid documents.
 - ▽ Roadway plans.
 - ▽ Special provisions.
 - ▽ Bid item quantity calculations using City of Manitowoc standard bid items.
- City will prepare all other required bid documents, advertise for bids, conduct bid opening, tabulate bids, and award contract.

SCOPE OF SERVICES:**Items Not Included 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 a geotechnical investigation.
- Pavement Design: The City's typical pavement section will be used. No formal pavement design report is included.
- Construction Administration
- Record drawings.

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

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- Access to any existing data or records pertaining to the project area.
- Copies of plats, certified survey maps and private surveys along the route.
- A person or persons authorized to act as the City's representative to accept completed work and to provide appropriate liaison.
- Payment of any permit application fees required by the reviewing agency.

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 McMahon Associates, Inc.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following compensation:

■ Rates Per Attached Fee Schedule Time and Expense estimated as follows:	
▼ Surveys, Right-of-Way Comps., Base Map Preparation	\$8,200
▼ Final Plan Preparation	\$7,822
▼ Meetings.....	\$2,841
▼ Utility Coordination	\$947
▼ Permit Applications	\$170
▼ <u>Bidding Services.....</u>	<u>\$1,976</u>
TOTAL	\$21,956

Note - The Compensation section of this Proposal is based on performing the survey work when all the existing pavement edges, curb & gutter, storm sewer structures, traffic control features, etc. are clear of snow or ice cover. The City of Manitowoc is responsible for snow and ice removal prior to survey work being performed.

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project as follows:

- Survey services will begin by January 15, 2018, with the remainder of the services anticipated to be completed by March 1, 2018.

Note - The completion schedule is based on performing the survey work when all the existing pavement edges, curb & gutter, storm sewer structures, traffic control features, etc. are clear of snow or ice cover. The City of Manitowoc is responsible for snow and ice removal prior to survey work being performed.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. 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:

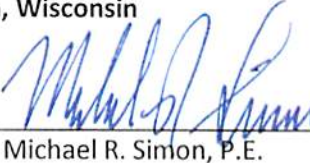
Justin M. Nickels, Mayor

Attest:

Deborah Neuser, City Clerk

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By:



Michael R. Simon, P.E.

Title: Associate / Senior Project Engineer

Date: December 1, 2017

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
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



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, 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 \$1,000,000.

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.

FEE SCHEDULE - 2017

McMAHON ASSOCIATES, INC. | NEENAH, WISCONSIN FEBRUARY 27, 2017

LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$157.00
Senior Planning	\$157.00
Project Manager - I	\$146.00
Project Manager - II	\$131.00
Professional Administrative Services	\$110.00
Vice President / Surveyor	\$134.00
Senior Surveyor	\$102.00
Surveyor	\$92.00
Surveyor Assistant - I	\$83.00
Surveyor Assistant - II	\$74.00
Surveyor Apprentice	\$52.00
Senior Electrical Engineer	\$142.00
Senior Project Engineer	\$136.00
Project Engineer - I	\$129.00
Project Engineer - II	\$112.00
Project Engineer - III	\$109.00
Project Engineer - IV	\$95.00
Project Engineer - V	\$82.00
Senior Engineering Technician - I	\$108.00
Senior Engineering Technician - II	\$98.00
Engineering Technician - I	\$90.00
Engineering Technician - II	\$75.00
Engineering Technician - III	\$66.00
Environmental Specialist - I	\$95.00
Environmental Specialist - II	\$73.00
Environmental Specialist - III	\$69.00
Plumbing Designer Technician	\$95.00
Erosion Control Technician	\$72.00
Senior Landscape Architect	\$157.00
Senior Architect - I	\$160.00
Senior Architect - II	\$145.00
Architect	\$126.00
Architectural Designer	\$102.00
Architectural Designer - III	\$77.00
Architectural Intern - I	\$114.00
Architectural Intern - II	\$105.00
Architectural Intern - III	\$89.00
Architectural Intern - IV	\$49.00
Senior Ecologist	\$146.00
Senior Hydrogeologist	\$156.00
Senior G.I.S. Specialist	\$119.00
G.I.S. Specialist - I	\$77.00
G.I.S. Specialist - II	\$72.00
G.I.S. Technician	\$63.00
Environmental Scientist - I	\$142.00
Environmental Scientist - II	\$72.00
Environmental Scientist - III	\$67.00
Public Finance Specialist	\$110.00
Senior Draftsperson	\$103.00
Draftsperson	\$87.00
Draftsperson - I	\$76.00
Draftsperson - II	\$65.00
Graphic Designer	\$83.00
Grant Administrator	\$64.00
Senior Administrative Assistant	\$77.00
Administrative Assistant	\$63.00
Intern	\$49.00
On-Site Project Representative	\$63.00
Principal	\$208.00
Professional Witness Services	\$285.00

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

Ph 920.751.4200 | Fax 920.751.4284

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

DESCRIPTION	RATE
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	\$1,200.00/Day
Terrestrial Laser Scanner	\$600.00/½-day
Pneumatic Lift	\$25.00/Day
REIMBURSABLE UNITS:	
Large Format Paper Copies:	
Black & White:	
▪ 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
Color:	
▪ Color - 17" x 22"	\$5.00/sheet
▪ Color - 22" x 34"	\$10.00/sheet
▪ Color - 24" x 36"	\$10.00/Sheet
▪ Color - 36" x 48"	\$20.00/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
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Mileage	\$.60/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/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.50/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.50/Each
Survey Steel Fence Post - 1"	\$4.00/Each
Control Spikes	\$1.00/Each
Permanent Targets	\$8.00/Day

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