

AGREEMENT

For PROFESSIONAL SERVICES

Greg Minikel, Engineering Division Manager
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220

Date: February 20, 2019

McM. No. M0032-9-19-00002.00.08

PROJECT DESCRIPTION:

Mini-Storm Sewer Construction

The Wisconsin Department of Transportation (WisDOT) is reconstructing approximately 1.2 miles of STH 42 / USH 10 (Waldo Blvd) from 14th Street to Maritime Drive. WisDOT will be awarding the contract following a March letting. Based upon the WisDOT contract time for completion, construction is currently scheduled from April to November of 2019. The contractor will install new mini-storm sewer as part of the WisDOT project. The City is responsible for providing on-site construction observations for the installation. The purpose of this proposal is to provide on-site construction observation services on behalf of the City for mini-storm sewer work associated with the WisDOT project. The WisDOT anticipates the installation to be completed during a 3 to 4 week period in 2019.

SCOPE OF SERVICES:

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

Construction Observation Services (Waldo Boulevard)

- Attend Pre-Construction Conference meeting.
- Conduct on-site observations of the mini-storm sewer and assist City in determining if work is proceeding in conformance with the drawings, specifications, and contracts.
- Serve as City's liaison with the contractor to assist the contractor in understanding the intent of the contract drawings, specifications, and contract documents.
- Report unsatisfactory, faulty, or defective work.
- Serve as City's liaison with landowners.
- Update City officials of construction progress and activity.
- Provide construction staking.
- Perform a final review and walk thru of the project with the City and contractors.
- Record quantities and measurements of constructed facilities.
- Prepare daily construction reports, lateral service forms, photographs, and test reports. Observe required tests performed by the contractor for conformance with contract documents.
- Provide a 3-ring binder with reports, photographs, and WisDOT Record Drawing (pdf mark up only). PDF copies of documents in the binder will also be provided.

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.

- Engineering design and bidding services.
- Preparation of record drawings using ACAD.
- Performing tests that are required by contract documents such as compaction, tracer wire, televising, etc.
- Detailed review of contractor payroll reports for Waldo Blvd project. WisDOT will provide reviewed payroll reports.
- Field surveying for record locations.

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:

- A single contact person at the City through whom all major communication is to be made.
- Payment of fees of Owner Attorney and/or Bond Counsel as may be required.
- Fee schedules for 2019 are provided.

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 on a Time & Expense basis:

- Estimated at \$3,955 per week and an estimated maximum of \$15,850 (4 weeks of construction)

COMPLETION SCHEDULE:

McMahon Associates, Inc. agrees to complete this project during the 2019 construction period.

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
Manitowoc County, Wisconsin

By:

(Authorized Signature)

Title:

Date:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

By:

Nicholas A. Vande Hey, P.E., CPECS
Associate / Senior Project Engineer

Title:

Date:

February 20, 2019

Project
Manager:

Corey Schuh, P.E.
Project Engineer

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 ten (10) times McMAHON's fee not to exceed to \$500,000.

7. The Owner agrees to provide such legal, accounting and insurance counselling 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 | 2019

McMAHON ASSOCIATES, INC.

Issued: JANUARY 3, 2019

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.

**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

Ph 815.636.9590 | Fax 815.636.9591

Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

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

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$167.00 - \$215.00
Senior Project Manager	\$167.00
Project Manager	\$138.00 - \$154.00
Senior Engineer	\$146.00 - \$154.00
Engineer	\$80.00 - \$136.00
Senior Engineering Technician	\$106.00 - \$116.00
Engineering Technician	\$75.00 - \$97.00
Senior Architect	\$157.00
Architect	\$110.00 - \$132.00
Senior Land Surveyor	\$107.00 - \$138.00
Land Surveyor	\$98.00
Land Surveyor Technician	\$77.00 - \$87.00
Surveyor Apprentice	\$55.00
Erosion Control Technician	\$75.00
Senior Hydrogeologist	\$167.00
Senior Ecologist	\$159.00
Environmental Scientist	\$80.00 - \$88.00
Senior G.I.S. Analyst	\$131.00
G.I.S. Analyst	\$84.00
Wetland Delineator	\$90.00
Senior Designer	\$114.00
Designer	\$74.00 - \$98.00
On-Site Project Representative	\$66.00
Plan Review	\$116.00
Certified Grant Specialist	\$117.00
Graphic Designer	\$87.00
Senior Administrative Assistant	\$84.00
Administrative Assistant	\$67.00
Intern	\$54.00
Professional Witness Services	\$305.00

REIMBURSABLE EXPENSES SCHEDULE | 2019

McMAHON ASSOCIATES, INC.

Issued: JANUARY 3, 2019

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
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
Mileage	\$.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/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.52/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"	\$2.75/Each
Survey Steel Fence Post - 1"	\$4.25/Each
Control Spikes	\$1.00/Each

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