

Greg Minikel

From: Greg Minikel
Sent: Friday, May 24, 2019 9:56 AM
To: 'Dan Brellen'; Gary Rosenbeck
Cc: Dan Koski; Chad Scheinoha; Curtis Hall; Mike Zimmer; Sonja Birr
Subject: RE: Proposal for Abutment Design for a Pedestrian Bridge

Hi Dan,

Yes. Please get us an updated proposal that would include design of the helical piers and the plans and specifications that will be needed to construct the 2 foundations for the pedestrian bridge. Will it be possible to get us the proposals prior to June 5th so that we could run it past our Committee?? Thanks.

From: Dan Brellen [mailto:DBrellen@mcmgrp.com]
Sent: Thursday, May 23, 2019 6:07 AM
To: Greg Minikel; Gary Rosenbeck
Cc: Dan Koski; Chad Scheinoha; Curtis Hall; Mike Zimmer
Subject: RE: Proposal for Abutment Design for a Pedestrian Bridge

Greg,

We did recently hear back on the helical pier concept. As long as the equipment can fully stay on land (which it looks like it could), the helical piers should be able to be installed. Rough pricing here is reported at \$1500 per pier. The final specifics and quantities will need to be verified with the supplier as part of the foundation design, but it seems like a preliminary budget of \$15,000 for the piers (allowing for up to 5 piers per abutment) should be plenty.

Attaching to the existing roadway bridge itself will be more complicated. As this bridge is listed in the DOT system, the full DOT review process will likely be required for these modifications. This would likely not need to be a full DOT-style project, but there are many wrinkles associated with connected to the bridge. The timeframe for coordinating with the DOT will likely be the most difficult item here.

Given that you have the committee meeting coming up in early June, I would recommend moving forward with the helical pier option for the bridge abutment supports. Depending on the timeframe for the helical piers and for the fabrication of the steel pedestrian bridge, this bridge could still be installed later this summer/early autumn.

Please let me know if you have any questions here. Also, please let me know if you'd like an updated proposal on our end.

Best Regards,

Daniel J. Brellen, P.E., LEED® AP

ASSOCIATE / STRUCTURAL ENGINEER

McMAHON
 ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
 1445 McMAHON DRIVE NEENAH, WI 54956

Mr. Greg Minikel
Engineering Division Manager
City of Manitowoc, Dept of Public Infrastructure
900 Quay Street
Manitowoc, WI 54220

Date: May 31, 2019

McM. No. M0032-9-19-00001.02 / 10

PROJECT DESCRIPTION:

The City of Manitowoc's Department of Public Infrastructure is proposing to construct a new pedestrian bridge alongside Maritime Drive, as part of Mariner's Trail. The proposed bridge will be a pre-engineered steel truss bridge. Due to soil conditions at this location, a deep foundation system (i.e. helical screws) will be required. McMahon Associates, Inc. (McMAHON) has been requested to provide structural engineering for the proposed bridge foundations.

SCOPE OF SERVICES:

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

- Consult with the City of Manitowoc to define the requirements of the project.
- On the basis of design requirements, provide structural foundation drawings and calculations for the pedestrian bridge.
- Foundation drawings will consist of foundation plans, details, and outline specifications.
- Furnish electronic drawings to the City of Manitowoc, in AutoCAD and PDF format.
- Coordinate with helical screw supplier for deep foundation design and detailing requirements.
- Structural shop drawing review, as required.

Items Not Included In The Scope Of Services:

The following are not included in McMAHON's Scope of Services:

- Modifications to the contract drawings including, but not limited to, changes in size, complexity, and site conditions that differ from those assumed for the development of the plans.
- Geotechnical Engineering / soil borings, including deep foundation recommendations and design values.
- Site Design.
- Bridge superstructure design.
- Design and detailing of the helical screw pile system.
- Design of temporary sheet piling for abutment construction, if required.
- Opinions of probable cost of construction.
- Bid phase or construction phase services.
- Printed copies of plans and calculations beyond those listed above.

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

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

- Electronic files or hard copies of bridge design for use by McMAHON.
- Coordination with site design, including waterway and roadway setbacks.
- Geotechnical report, indicating subgrade requirements.
- Obtain any permits or licenses (including fees) required by government authorities that have jurisdiction over the project.

The attached General Terms & Conditions shall apply to modifications or revisions to the project and scope of work.

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 McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following lump sum fee:

Bridge Foundations: \$8,000

COMPLETION SCHEDULE:

McMAHON agrees to complete this project as follows: McMahon will work with the City of Manitowoc to establish a completion schedule.

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
Manitowoc, Wisconsin

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

By: _____
(Authorized Signature)

By: 
Daniel J. Brellen, P.E., LEED AP

Title: _____

Title: Associate / Project Engineer

Date: _____

Date: 5/31/2019

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 ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

- 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.
- 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.
- The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.