

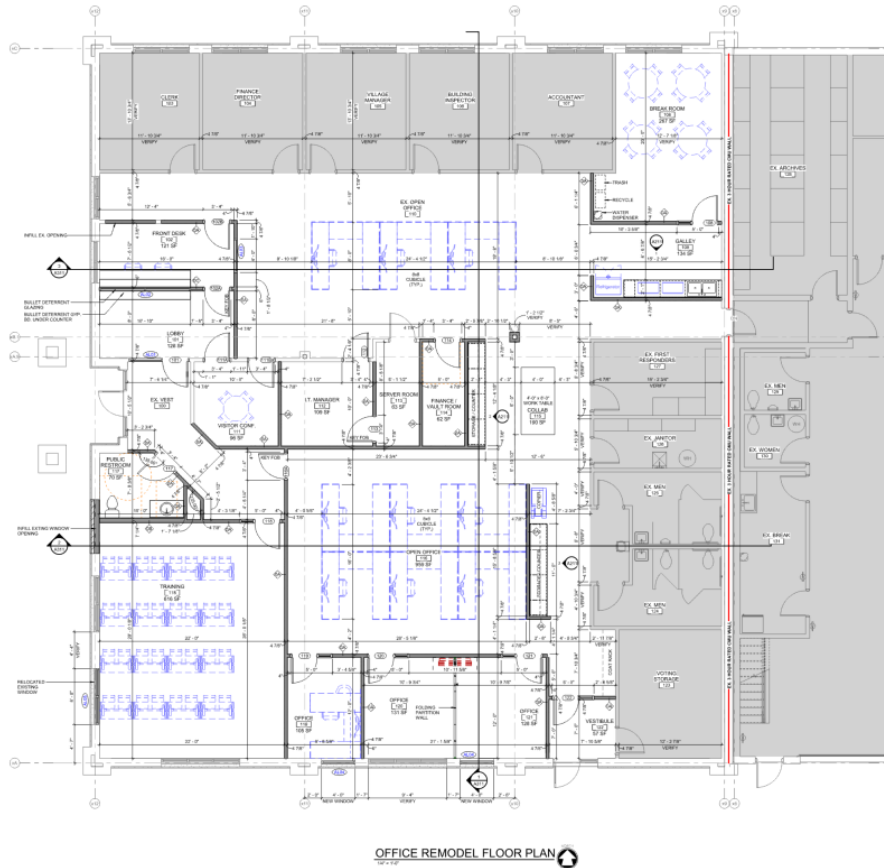
**VILLAGE OF HARRISON**  
Attn: Chad Pelishek – Village Manager  
W5298 State Road 114  
Harrison, WI 54952

**DECEMBER 12, 2025**  
McM. No. M0032-06-99-00001  
VILLAGE HALL RENOVATION  
FINALIZED PLANS

**PROJECT DESCRIPTION**

In June of 2025, the Village of Harrison contracted with McMahon Associates, Inc to develop a conceptual design for the renovation of the existing Village Hall building, focusing in on the office portion of the building. With the relocation of the Council Chambers to the new fire station, there is an opportunity to reconfigure the existing spaces within the building for future growth.

This proposal is based upon the following floor plan dated November 10, 2025 that was used for the Opinion of Probable Cost for the project:



**Areas in gray are not with the scope of the project or the proposal at this time.**

## PROJECT DESCRIPTION

The project consists of:

1. Reconfiguration of the entrance vestibule, lobby, and customer service/walk up. The wall and glass separating the public from the Village staff will feature ballistic wall and glass materials.
2. The existing open office will feature new carpeting, base, and ceiling grid and tiles. Cubicle design and layout will be provided by the Village's selected furniture vendor. McMahon will coordinate power needs to the final design.
3. The existing conference room will be reconfigured into an employee breakroom with galley-style kitchenette. A bottled water dispenser will be provided by the owner in the breakroom. The Galley will feature counter space for a double-bowl stainless steel kitchen sink, countertop for (2) microwaves, and space for a refrigerator (by owner).
4. The existing space that is presently the Council seating, kitchen and IT will be renovated into a Visitor Conference Room and IT Managers Office. The present IT closet will be expanded to accommodate additional equipment. The East part of the Kitchen will be used for storage and collaboration space for the Village staff.
5. The existing Council Chambers will be renovated to include a uni-sex public restroom, a training room/large conference space, additional open office space, and individual offices for future use. The offices near the existing South entrance door will feature a folding partition wall to separate the space as needed.
6. A new vestibule will be created at the South entrance.
7. New ceilings, lighting, wall and floor finishes will be provided throughout the workspace. Areas that are not within the scope of the project (reference the gray areas on the floor plan on the previous page) will remain in their current state.

## SCOPE OF SERVICES

### A. GENERAL DESIGN SERVICES

1. Planning (Preliminary Design)
  - a. Conduct site visit for initial building and site verification as needed per discipline.
  - b. Provide conceptual/schematic planning.
  - c. Develop a Basis of Design (per discipline).
  - d. Attend up to (3) meetings for preliminary design coordination.
  - e. Coordinate preliminary design review meeting with Client.
2. Design
  - a. Develop construction documents based on approved preliminary design.
  - b. Develop specifications (including procurement and contracting requirements, general requirements, and technical sections).
  - c. Attend drawing virtual coordination meeting reviews as required.

## SCOPE OF SERVICES

- d. Drawings to be developed in AutoDesk Revit format or Civil 3D, taken to a maximum coordination level of LOD:300.
  - e. Attend and coordinate (1) 90% review meeting with Client.
  - f. Update the conceptual Opinion of Probable Cost based on the finalized design.
3. Provide PDF format drawings and specifications for state submittals, bidding, and construction.
  4. Submit drawings, specifications, calculations, and documentation as required for applicable agency reviews and permitting.

## B. ARCHITECTURAL DESIGN SERVICES

1. Planning (Preliminary Design)
  - a. Programming. (Completed)
  - b. Schematic floor plans. (Completed)
  - c. Basis of Design for building shell and interior finishes.
  - d. Initial code review.
2. Design
  - a. Develop architectural drawings and specifications.
  - b. Code review.
  - c. Interior design including color selection coordination with Client.
    - 1) Up to (2) interior design meetings
    - 2) (2) digital design boards, based on meeting discussions, for material selections
3. Drawings may include title sheet, architectural site plan, code sheets, floor and roof plans, building sections and elevation, wall sections and architectural details, room finish and door schedules, and reflected ceiling plan.

## C. STRUCTURAL DESIGN SERVICES

1. Design
  - a. Provide design for lintels for new exterior window openings and miscellaneous structural items resulting from project design.
2. Structural details required will be integrated into the architectural sheets as required.

## SCOPE OF SERVICES

### D. PLUMBING DESIGN SERVICES

1. Planning (Preliminary Design)
  - a. Develop the basis of design including identifying standards and codes, building type and providing applicable fixture / equipment packages for owner review / approval.
  - b. Plumbing building identification for site utility requirements including water, sanitary, storm and natural gas services.
2. Design
  - a. Develop plumbing drawings and specifications.
  - b. Coordinate with other disciplines for project completion as needed.
  - c. Perform / provide preliminary and final calculations for plumbing systems required for plan review and complete and thorough design.
  - d. Finalize plumbing fixture / equipment / material selections in relation to building type and systems required.
3. Drawings may include general annotations, symbols for reading and comprehension clarification of drawings intent, below grade and above grade plans of plumbing systems, isometric / pipe diagrams of buildings systems. Finalize details and schedules with fixture and equipment selections meeting the buildings required use / selections made.

### E. HVAC DESIGN SERVICES

1. Planning (Preliminary Design)
  - a. Develop Basis of Design including standards, codes, fresh air requirements, exhaust, ventilation rates.
  - b. HVAC fuel use and location (natural gas)
  - c. Preliminary heating and cooling calculations for the building.
  - d. Identify heating and cooling system options.
  - e. Identify control systems options.
2. Design
  - a. Develop HVAC drawings and specifications.
  - b. Final heating and cooling calculations.
  - c. Select final system option.
  - d. Design ventilation and exhaust ductwork.
  - e. Fuel system design and layout from utility connections to HVAC equipment.
  - f. Final selection and design of system controls.
3. Drawings may include cover sheet with abbreviations and symbols, floor plans with ductwork and component layout, and equipment schedules.

## SCOPE OF SERVICES

### F. ELECTRICAL / LIGHTING DESIGN SERVICES

1. Planning (Preliminary Design)
  - a. Basis of Design.
  - b. Develop preliminary one-line diagrams.
  - c. Selection of major distribution equipment.
  - d. One site visit to observe existing electrical conditions.
2. Design
  - a. Develop electrical drawings and book specifications.
  - b. Final electrical design.
  - c. Electrical power distribution.
  - d. Interior lighting, including lighting controls and egress lighting photometrics.
  - e. Data / Network cabling design. Includes design for network cabling infrastructure such as data racks, patch panels, fiber optic backbone cabling, copper horizontal cabling, data outlets, jacks, faceplates, and identification. Design does not include specification of wireless access point devices, rack-mounted UPS, servers, VOIP phone system, and network switches; these shall be provided by Owner's IT department or IT integrator.
  - f. Provide coordination of the following low voltage systems for empty conduit, power, fire alarm cabling, and network cabling. Owner is responsible for hiring a low voltage vendor to design these systems. The Owner is responsible for providing plans showing device locations at least (2) weeks prior to Bid Document due date.
    - Security Systems
    - Fire Alarm Systems
  - g. COMCHECK energy calculations for interior lighting.
3. Drawings may include electrical floor plans (general power distribution, receptacles, motors, and special outlets), circuiting, lighting (general and emergency egress, and lighting controls), special systems (data, fire alarm conduit / cabling provisions, security conduit provisions), one-line power distribution diagrams (service entrance and feeders), electrical schedules (equipment, light fixture, lighting controls, panelboard, feeder, fault current, voltage drop, disconnect switch), and electrical details.

### G. BIDDING PHASE SERVICES

1. Assist with bidding documents.
2. Organize and conduct a pre-bid conference for prospective bidders.
3. Bid opening and reviews.
4. Answer bidder questions.

## SCOPE OF SERVICES

### H. CONSTRUCTION PHASE SERVICES

1. Review shop drawings for general conformance with the design concept expressed in the construction documents.
2. Respond to Requests for Information (RFIs).
3. Provide responses to inquiries seeking clarification of construction documents during the construction phase.
4. Perform walk-through with the Client's Representative at project completion to develop punch list of items to be completed or corrected by the contractor.

### I. CONSTRUCTION OBSERVATION / OWNERS REPRESENTATION

1. Review change orders for completeness and compare scope of work against previously contracted scope of work.
2. Review contractor payment requests based on work completed.
3. Conduct site visits to observe construction, once weekly up to (20) weeks.
4. Obtain and review operation and maintenance manuals from contractors to confirm general conformance with project specifications. Submit O&M manuals to Client.
5. Perform walk-through with the Client's Representative at project completion to develop punch list of items to be completed or corrected by the contractor.

## ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following items are not included in the Scope of Services for this project and will only be provided if authorized by the Client and agreed to by McMahon.

### A. GENERAL

1. Redesign efforts necessitated by changes to site and building layout after planning phase approval or due to project budget reductions after bidding phase.
2. Permit/review fees to municipal/State agencies, including review and recording fees (McMahon will invoice as a reimbursable expense if required).
3. Reproduction of plans and specifications (McMahon will invoice as a reimbursable expense if required).
4. Construction administration services other than those identified in the agreement.
5. LEED administrative service, design, and LEED commissioning.
6. Project BIM coordination.
7. Record drawings and certifications.
8. Record/final BIM model.

## ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

9. Additional site visits beyond what McMahon originally deemed necessary, including but not limited to those due to unforeseen issues, contractor performance considerations, or specific Client requests.
10. Excessive time spent responding to inquiries from third parties not under the direct control of McMahon.
11. Except as specifically stated under Scope of Services, any special inspection services, including those services as may be required under applicable building codes.
12. Any other services, tasks, or deliverables not explicitly outlined in the agreed Scope of Services.

### B. ARCHITECTURAL/STRUCTURAL

1. Documentation of existing building conditions beyond the work area.
2. Renderings and animations.

### C. HVAC / ELECTRICAL / PLUMBING

1. Plumbing DSPS submittal (under limit of 16 fixtures).
2. Design of mechanical systems not identified in HVAC services above such as compressed air system, solar panels (Photovoltaic system) atop roof, etc.
3. HVAC energy modeling of the buildings.
4. Design of low voltage systems not specifically listed above.

## CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that Client will provide the following:

- A. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Clients objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- B. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon's services.
- C. Payment of all review and recording fees required by the review agencies and County Register of Deeds, which are not included in this Agreement.
- D. Coordinate the services of its own consultants with those services provided by McMahon.
- E. Sustainability requirements for the project.
- F. Access to the site and existing drawings.
- G. Receipt and review of bids.
- H. Contracting with an approved special inspections agency to perform all special inspections, including those mandated by applicable building codes. McMahon will assist the Village with an RFP for services.**

## SPECIAL TERMS & CONDITIONS

Refer also to the attached General Terms and Conditions, which are hereby incorporated by reference into this Agreement.

### A. AGREEMENT CONFIDENTIALITY

Client 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 Associates, Inc.

## COMPENSATION

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following Lump Sum compensation.

### PLANNING SERVICES FEE

|   |  |
|---|--|
| ■ Architectural Services .....              | No Charge – Completed Under Previous Agreement |
| ■ Plumbing Services.....                    | \$2,000.00                                     |
| ■ HVAC Services.....                        | \$3,000.00                                     |
| ■ <u>Electrical Design Services.....</u>    | <u>\$3,000.00</u>                              |
| <b>PLANNING SERVICES FEE SUBTOTAL .....</b> | <b>\$8,000.00</b>                              |

### DESIGN SERVICES FEE

|   |                    |
|---|--------------------|
| ■ Architectural Design Services .....     | \$26,680.00        |
| ■ Structural Design Services .....        | \$2,500.00         |
| ■ Plumbing Design Services.....           | \$5,500.00         |
| ■ HVAC Design Services.....               | \$25,000.00        |
| ■ <u>Electrical Design Services.....</u>  | <u>\$22,000.00</u> |
| <b>DESIGN SERVICES FEE SUBTOTAL .....</b> | <b>\$81,680.00</b> |

### CONSTRUCTION SERVICES FEE

|  |                    |
|--|--------------------|
| ■ Architectural Construction Services .....    | \$8,000.00         |
| ■ Plumbing Construction Services .....         | \$1,000.00         |
| ■ HVAC Construction Services .....             | \$4,500.00         |
| ■ <u>Electrical Construction Services.....</u> | <u>\$7,000.00</u>  |
| <b>CONSTRUCTION SERVICES FEE SUBTOTAL.....</b> | <b>\$20,500.00</b> |

## COMPENSATION

### CONSTRUCTION OBSERVATION / OWNER'S REPRESENTATION FEE – TIME & EXPENSE

- Up to (1) site visit per week for assumed (20) week Construction Schedule & Construction Project Management administration.

Construction Observation / Owner's Representation (Time & Expense) .....\$28,000.00

Mileage for Construction Observation.....\$600.00

**CONSTRUCTION OBSERVATION / OWNER'S REPRESENTATION FEE SUBTOTAL .....\$28,600.00**

**TOTAL PROFESSIONAL FEE .....\$138,780.00**

### ESTIMATED REIMBURSABLE EXPENSES

- Mileage ..... \$250.00

- State Fees.....\$675.00

**TOTAL ESTIMATED REIMBURSABLE EXPENSES.....\$925.00**

**TOTAL PROJECT FEES .....\$139,705.00**

### OPTIONAL SERVICES FEES

- Audio Visual Systems

1. Design of audio-visual system for Training 118 and sound masking system for Open Office areas.

a. Preliminary Design: Go over audio visual system options for each space with Owner. If A/V systems in addition to Training 118 and Open Office areas are needed, we can provide an updated fee / scope.

b. Design: Audio Visual floor plans, cabling / connector types, wiring diagrams, and equipment specifications.

c. Bidding: Match base services.

d. Construction Phase Services: Match base services.

Audio Visual Systems Design Fee (Lump Sum) .....**\$8,500.00**

## COMPLETION SCHEDULE

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

- Complete planning and design phase within (8-10) weeks after authorization to proceed and we recommend (4) weeks for the bid phase.

Please note that the pace of DSPS reviews and approvals may impact the design completion schedule. Assume (6-8) weeks for plan approvals

# 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 days from date of this Agreement.

## VILLAGE OF HARRISON

W5298 State Road 114  
Harrison, WI 54952

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
Date

## McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025  
Neenah, WI 54956 | 54957-1025  
920.751.4200 | MCMGRP.COM

  
\_\_\_\_\_  
Michael A. Martin, AIA  
Associate / Senior Architect

December 12, 2025  
\_\_\_\_\_  
Date

Attachments: General Terms and Conditions  
Fee Schedule  
Reimbursable Schedule

**1. STANDARD OF CARE**

- 1.1 Services: McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.
- 1.2 Client's Representative: McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. For clarity, Client may sometimes be referred to as "Owner" in this and related documents.
- 1.3 Warranty, Guarantees, Terms and Conditions: McMahon does not provide a warranty or guarantee, express or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. 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 Client or McMahon. McMahon's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against McMahon because of this Agreement or the performance or nonperformance of services hereunder. The Agreement does not create, nor does it intend to create a fiduciary relationship with Client or any other party.

**2. PAYMENT AND COMPENSATION**

- 2.1 Invoices: McMahon will bill the Client monthly with net payment due in thirty (30) days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due to McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after 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 Client agrees to these costs.
- 2.3 Changes: The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. 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. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 Delays and Uncontrollable Forces: Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure 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, infectious diseases or 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.

**3. INSURANCE**

- 3.1 Limits: 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 Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

- 3.2 McMahon's total aggregate liability to the Client for any indemnity obligations, reimbursement of legal fees, or for any damages arising out of or related to the performance of this Agreement, whether based in tort, contract, or any other legal theory, shall be limited as follows: for contracts with a total value less than \$250,000, to the lesser of two (2) times McMahon's fee or \$250,000; for contracts with a total value equal to or exceeding \$250,000, to McMahon's fee under this Agreement not to exceed \$1,000,000.
- 3.3 Additional Insureds: Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations. To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies for claims caused in whole or in part by contractor's acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations, and policies are to be endorsed with a waiver of subrogation, as evidenced on the Certificate of Insurance.

**4. CLAIMS AND DISPUTES**

- 4.1 General: In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon, unresolved disputes shall be submitted to mediation. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

**5. TERMINATION OR SUSPENSION**

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination.

- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms and Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon. In addition, McMahon may terminate this Agreement for any reason, with or without cause, by providing seven (7) days written notice to the Client. Upon such termination, all obligations of McMahon shall cease. McMahon shall not be liable for any damages, costs, or additional compensation related to the termination.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48 hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.
- 5.4 Payment Upon Termination: If the Agreement is terminated, Client shall be responsible for paying for all work performed and/or expenses and damages incurred by McMahon. Payments shall be made in accordance with Section 2 above.

## 6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including but not limited to the drawings, specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahon's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Reuse: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and without liability or exposure to McMahon, and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such reuse of the IOS by the Client or by others acting through the Client.

## 7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within sixty (60) days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution, can be amended only by written amendment to the Agreement signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

## 8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Client-Provided Information: The Client agrees that McMahon may rely on information provided by the Client or by third parties engaged by the Client.
- 8.3 Means and Methods: McMahon is not responsible for direction or supervision of 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.
- 8.4 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the Terms and Conditions of this Agreement. Signed 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. If the Client does issue a purchase order, or other similar instrument, McMahon will indicate the purchase order number on the invoice(s) sent to the Client.
- 8.5 Project Maintenance: The Client (or Owner if applicable) 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. 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 Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.6 Consequential Damages: Notwithstanding any other provision of the Agreement, McMahon shall not be liable in contract or tort or otherwise for any special, indirect, consequential, or liquidated damages including but not limited to loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project and/or this Agreement.
- 8.7 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.8 Contingency: The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. Accordingly, the Client agrees to make no claim for such costs. Revisions in excess of this threshold shall be resolved per the dispute resolution process.
- 8.9 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the bid phase, or if this review occurs after the bid phase, any additional costs would be considered part of the project contingency.
- 8.10 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.
- 8.11 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



# FEE SCHEDULE | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

| LABOR CLASSIFICATION                  | HOURLY RATE         |
|---------------------------------------|---------------------|
| Principal                             | \$210.00            |
| Senior Project Manager                | \$190.00 - \$210.00 |
| Project Manager                       | \$140.00 - \$180.00 |
| Senior Engineer                       | \$190.00 - \$200.00 |
| Engineer                              | \$110.00 - \$180.00 |
| Senior Engineering Technician         | \$140.00 - \$150.00 |
| Engineering Technician                | \$80.00 - \$130.00  |
| Senior Architect                      | \$175.00 - \$195.00 |
| Architect                             | \$150.00 - \$170.00 |
| Senior Designer                       | \$125.00 - \$145.00 |
| Designer                              | \$95.00 - \$115.00  |
| Senior Land Surveyor                  | \$135.00 - \$180.00 |
| Land Surveyor                         | \$125.00            |
| Land Surveyor Technician              | \$90.00 - \$110.00  |
| Surveyor Apprentice                   | \$75.00             |
| Erosion Control Technician            | \$95.00             |
| Senior Hydrogeologist                 | \$210.00            |
| Senior Ecologist                      | \$200.00            |
| Environmental Scientist               | \$105.00 - \$120.00 |
| Senior G.I.S. Analyst                 | \$180.00            |
| G.I.S. Analyst                        | \$100.00 - \$120.00 |
| Wetland Delineator                    | \$120.00            |
| Senior Wetland Delineator             | \$150.00            |
| Municipal Planner                     | \$170.00            |
| Senior Public Management Specialist   | \$165.00            |
| Public Management Specialist          | \$135.00            |
| Senior Public Safety Specialist       | \$165.00            |
| Public Safety Specialist              | \$135.00            |
| Building Inspector Specialist         | \$135.00            |
| Water / Wastewater Specialist         | \$110.00 - \$140.00 |
| Senior On-Site Project Representative | \$125.00            |
| On-Site Project Representative        | \$65.00 - \$110.00  |
| K-12 Administrative Specialist        | \$130.00            |
| State Plan Reviewer                   | \$150.00            |
| Certified Grant Specialist            | \$150.00            |
| Graphic Designer                      | \$115.00            |
| Senior Administrative Assistant       | \$95.00 - \$105.00  |
| Administrative Assistant              | \$85.00             |
| Intern                                | \$50.00 - \$75.00   |
| Professional Witness Services         | \$380.00            |

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  
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# REIMBURSABLE EXPENSE SCHEDULE \* | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

| DESCRIPTION                                    | RATE         |
|--|--------------|
| <b>REIMBURSABLE EXPENSES:</b>                  |              |
| 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   |
| <b>REIMBURSABLE UNITS:</b>                     |              |
| Copy Charges - Black & White                   | \$0.08/Image |
| Copy Charges - Color / 8½" x 11"               | \$0.45/Image |
| Copy Charges - Color / 8½" x 14" and 11" x 17" | \$0.75/Image |
| Mileage  | \$0.81/Mile  |
| Mileage - Truck/Van                            | \$1.11/Mile  |
| All-Terrain Vehicle                            | \$100.00/Day |
| Global Positioning System (GPS)                | \$21.00/Hour |
| Hand-Held Global Positioning System (GPS)      | \$15.00/Hour |
| Robotic Total Station                          | \$20.00/Hour |
| Survey Hubs                                    | \$0.50/Each  |
| Survey Lath                                    | \$1.00/Each  |
| Survey Paint                                   | \$7.15/Can   |
| Survey Ribbon                                  | \$3.00/Roll  |
| Survey Rebars - 1¼"                            | \$10.00/Each |
| Survey Rebars - ¾"                             | \$3.50/Each  |
| Survey Rebars - 5/8"                           | \$3.50/Each  |
| Survey Iron Pipe - 1"                          | \$4.50/Each  |
| Survey Steel Fence Post - 1"                   | \$7.75/Each  |
| Control Spikes                                 | \$2.50/Each  |
| Pin Flags                                      | \$0.30/Each  |

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\* This schedule is not all inclusive.