McMAHON
ENGINEERS ARCHITECTS

May 4, 2021

Mr. Don Sattler
Village President
Village of Polar Grove
200 North Hill Street
Poplar Grove, IL 61065

Re: Engagement Letter - General Engineering Services
McM. No. M0032-9-21-00002.00

Dear President Sattler:

On behalf of the McMahon Associates, Inc., we would like to congratulate you on your recent electoral victory, and we sincerely hope that you find your role in the Office of Village President to be a fulfilling and rewarding experience. We would like to further thank the Village for the opportunity to provide Engineering Services over the past eleven (11) years. We deeply value our relationship with the Village of Poplar Grove and look forward to the opportunity to assist the Village this year, and beyond.

The purpose of this letter is to provide a brief listing of the various services provided to the Village by McMahon Associates, Inc. on an "as needed" basis. Services may include municipal budgeting, topographic surveys, wetland delineations, potable water and sanitary sewer system services, environmental site assessments, GIS services, site plan reviews, feasibility studies, building or public infrastructure design and construction related services, or other tasks that are requested by the Village of Poplar Grove. When serving the Village, Professional Services will be provided in accordance with the attached General Terms & Conditions (dated March 19, 2020). Services will be invoiced on a Time and Expense Basis in accordance with the Fee Schedule in effect at the time that the services are performed. A copy of McMahon Associates, Inc.'s General Terms & Conditions and 2021 Fee Schedule are attached for reference. Please keep this information on file for your records.

Please do not hesitate to contact me at (815) 636-9590 with any questions, or if I may provide additional assistance.

Yours very truly,

McMahon Associates, Inc.

Christopher D. Dopkins, P.E.
Associate/Municipal & Civil Project Manager

Enclosures: General Terms & Conditions
2021 Fee Schedule

McMAHON ENGINEERS ARCHITECTS 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.

McMAHON
ENGINEERS | ARCHITECTS

FEE SCHEDULE | 2021

McMAHON ASSOCIATES, INC.

Effective: 01/01/2021

LABOR CLASSIFICATION	HOURLY RATE
Principal	$177.00 - $228.00
Senior Project Manager	$177.00
Project Manager	$124.00 - $164.00
Senior Engineer	$156.00 - $164.00
Engineer	$84.00 - $148.00
Senior Engineering Technician	$113.00 - $125.00
Engineering Technician	$79.00 - $103.00
Senior Architect	$150.00 - $168.00
Architect	$117.00 - $140.00
Senior Land Surveyor	$113.00 - $147.00
Professional Administrator Services	$116.00
Public Management Specialist	$113.00 - $123.00
Public Safety Specialist	$113.00 - $123.00
Building Inspector Specialist	$113.00
Land Surveyor	$104.00
K-12 Administrative Specialist	$106.00
Land Surveyor Technician	$72.00 - $93.00
Surveyor Apprentice	$59.00
Senior Account Executive	$59.00
Erosion Control Technician	$79.00
Senior Hydrogeologist	$177.00
Senior Ecologist	$169.00
Environmental Scientist	$84.00 - $96.00
Senior G.I.S. Analyst	$142.00
G.I.S. Analyst	$86.00 - $96.00
Wetland Delineator	$96.00
Senior Designer	$122.00
Designer	$78.00 - $104.00
Senior On-Site Project Representative	$105.00
On-Site Project Representative	$70.00 - $88.00
Plan Review	$124.00
Certified Grant Specialist	$126.00
Graphic Designer	$93.00
Senior Administrative Assistant	$90.00
Administrative Assistant	$71.00
Intern	$38.00 - $58.00
Professional Witness Services	$323.00
Administrator Services	$80.00

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

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

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