

**AGREEMENT**  
**For PROFESSIONAL SERVICES**

City of Two Rivers  
Attn: Matthew Heckenlaible, P.E.  
1717 East Park Street  
Two Rivers, WI 54241-0087

Date: June 6, 2023

McM. No. T0007-09-22-00639

**PROJECT DESCRIPTION:**

Land Surveying and Engineering Services to design a residential subdivision located in the City of Two Rivers. More specifically, the 19.41-acre property is Parcel #05316101000001. The property is currently zoned R-1 (1-Family Residential). The City of Two Rivers will design the street, sanitary sewer, storm sewer, water main, and apply for the associated permits. McMAHON will design the grading plan, erosion control plan, stormwater BMPs, and stormwater management. McMAHON will obtain the stormwater/wetland permits and provide opinions of probable costs and special provisions associated with the stormwater BMPs.

**SCOPE OF SERVICES:**

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

Topographic/Boundary Survey (Phase 3 and 4):

- Research public records for survey control data.
- Contact Diggers Hotline to field locate public utilities.
- Establish horizontal and vertical control points throughout the project.
- Field locate existing property corner stakes and public land survey corners as needed.
- Perform calculations to map property boundaries.
- Perform a topographical survey of the project area to locate visible site features such as: building structures, limits of pavement and gravel areas, curb and gutter, signs, fences, berms, landscaped areas, stand-alone trees of 2" caliper or larger, private wells, limits of wooded areas, culverts, drainage ditches/swales, streams, sanitary manholes, storm sewer manholes and inlets, hydrants, valves, curb stops, utility poles, light poles, pedestals, and markings by Diggers Hotline. Survey to include sufficient spot elevations to produce 1-foot contours.
- Prepare an Auto Cad drawing of the topographical survey to be used as a base drawing to the Engineering Plans.

Wetland Delineation (Phase 3 and 4):

- Conduct fieldwork to complete a wetland delineation in accordance with the Wisconsin Department of Natural Resources (DNR) and Army Corps of Engineers' (Corps) guidelines, 1987 Corps Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: North Central and Northeast Region, January 2012, and mark same.
- Survey the wetland boundary and test pits.
- Complete a report that will include the methods, results, and map showing the extent of wetlands and submit to the Owner.
- Request a Corps Jurisdictional Determination.
- Request a DNR artificial exemption.

Site Evaluation for Stormwater Infiltration (Phase 3 and 4):

- Complete an initial screening review by obtaining and evaluating existing informational resources in accordance with DNR Technical Standard 1002, Section V, Step A.

- Complete four (4) test pits approximately 6 feet to 10 feet below grade and characterize the soil in accordance with Technical Standard 1002, Section V, Step B. Coordinate infiltration test pit excavation with Owner.
- Prepare a soil evaluation report in accordance with Technical Standard 1002, Section V, Step D.

#### Subdivision Platting:

- Prepare and Submit a Conceptual Lot Layout (Phase 3 and 4) for Review.
- Prepare and Submit a Preliminary Plat (Phase 3 and 4) in accordance with State and City subdivision regulations.
- Prepare and Submit a Final Plat (Phase 3 only) in accordance with State and City subdivision regulations.
- Monument lots with steel survey pins witnessed by 5-foot-long steel fence posts. (Phase 3)
- Submit subdivision plat to the respective utility companies for identification of required easements and create requested easements with subdivision plat.
- Submit preliminary (Phase 3 and 4) and final plats (Phase 3 only) to the local review agencies and the Department of Administration in Madison for review.
- Attend Plan Commission and City Council meetings, if required.
- Provide City with recordable prints of Final Plat for signatures and recording.

#### Engineering Design Services

- Coordinate and attend meetings with City, DNR, and Corps (if necessary) to determine wetland buffer areas after the wetland delineation is updated.
- Revise subdivision concept based on updated wetland delineation and conversations with City, DNR, and Corps (if necessary).
- Design a preliminary stormwater management plan including ditches, storm sewer, and stormwater best management practices (BMPs) for Phase 3.
  - ▶ It's anticipated that three (3) biofilters and one (1) dry pond will be designed to satisfy post-construction peak discharge and water quality requirements.
  - ▶ Storm sewer and ditches to be designed in accordance with City design standards.
  - ▶ Design to include temporary drainage system to convey off-site area to west through and/or around construction site.
  - ▶ Complete XP-SWMM hydrologic and hydraulic models to meet City and Wisconsin DNR stormwater peak flow requirements.
  - ▶ Complete WinSLAMM water quality models to meet City and Wisconsin DNR stormwater quality requirements.
- Design a final stormwater management plan including ditches, storm sewer, and stormwater best management practices (BMPs) for Phase 3.
  - ▶ It's anticipated that three (3) biofilters and one (1) dry pond will be designed to satisfy post-construction peak discharge and water quality requirements.
  - ▶ Storm sewer and ditches to be designed in accordance with City design standards.
  - ▶ Design to include temporary drainage system to convey off-site area to west through and/or around construction site.
  - ▶ Complete XP-SWMM hydrologic and hydraulic models to meet City and Wisconsin DNR stormwater peak flow requirements.
  - ▶ Complete WinSLAMM water quality models to meet City and Wisconsin DNR stormwater quality requirements.
- Design a subdivision grading/drainage plan, including:
  - ▶ Proposed elevations at all lot corners.
  - ▶ Proposed ground elevation at the home.
  - ▶ Proposed drainage patterns and other necessary spot elevations.
  - ▶ Drainage notes and requirements, as deemed appropriate.
- Prepare an erosion and sediment control plan per City and DNR requirements.
- Prepare an Operation & Maintenance Plan report.
- Complete and submit City, County, and Wisconsin DNR permit applications for review and approval. Anticipated permits include the following:

- ▶ DNR Construction Site Stormwater (NOI) Permit.
- ▶ DNR Wetland General Permit.
- Complete final stormwater construction drawings including grading plan, erosion control plan, and detail sheets that include relative stormwater BMP details and erosion control notes.
- Prepare Special Provisions related to the stormwater BMPs for the City to incorporate during bidding.
- Prepare a Preliminary and Final Opinion of Probable Cost (OPC) for the stormwater BMPs.
- Attend City meetings, if required.

#### 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.

- Sanitary, Storm, Water, and Roadway Design Plans.
- Geotechnical services.
- Private utility locates.
- Title and/or easement searches.
- ALTA/NSPS Land Title Survey.
- Construction and bidding related services.
- Archeological, historical, and endangered/threatened species investigations.
- Phase II soil, groundwater, and environmental investigations.
- Permit application fees and other review or approving agency fees.
- Plat recording and/or recording fees.
- Preparation of Private Covenants.
- Design and coordination of gas, electric, telephone, fiber, and cable.
- Design of subdivision lighting.
- Application process for gas, electric, telephone, fiber, and cable install services.
- Traffic Study.
- Post-Construction 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:

- Excavator and Operator to dig the test pits for the DNR 1002 Stormwater Infiltration Report.
- A current title policy which includes all attachments listed in schedule B-II.
- Access to property.
- Allow use of ATV on the property for survey data collection purposes.
- All review and recording fees required by the review agencies and/or County Register of Deeds, which are not included in this Agreement.

City of Two Rivers 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.

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#### **COMPENSATION:** (Does Not Include Permit or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following time and expense compensation:

- ▶ Topographic/Boundary Survey.....Estimated at \$16,000
- ▶ Wetland Delineation.....Estimated at \$4,000
- ▶ Site Evaluation for Stormwater Infiltration.....Estimated at \$1,700
- ▶ Subdivision Platting.....Estimated at \$27,000
- ▶ Engineering Design Services.....Estimated at \$27,000
- TOTAL .....Estimated at \$75,700

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**COMPLETION SCHEDULE:**

McMahon Associates, Inc. agrees to complete this project as follows: As mutually agreed upon with City.

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**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.*

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**City of Two Rivers**

By: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**McMAHON ASSOCIATES, INC.**

**Neenah, Wisconsin**

Project  
Manager:

Shawn Jandrey Shawn Jandrey  
2023.06.06 14:08:11-0500'

Shawn Jandrey, P.E.

Title:

Water Resource/Municipal Engineer

Date:

June 6, 2023

Approved

  
Nick Vande Hey, P.E.

By:

V.P./ Sr. Water Resource 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

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## 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, infectious diseases, 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.



## FEE SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

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	\$196.00
Senior Project Manager	\$196.00
Project Manager	\$139.00 - \$182.00
Senior Engineer	\$173.00 - \$186.00
Engineer	\$93.00 - \$164.00
Senior Engineering Technician	\$127.00 - \$140.00
Engineering Technician	\$80.00 - \$116.00
Senior Architect	\$166.00 - \$186.00
Architect	\$130.00 - \$155.00
Senior Land Surveyor	\$124.00 - \$163.00
Senior Public Management Specialist	\$155.00
Public Management Specialist	\$127.00
Senior Public Safety Specialist	\$155.00
Public Safety Specialist	\$127.00
Building Inspector Specialist	\$125.00
Land Surveyor	\$116.00
K-12 Administrative Specialist	\$118.00
Land Surveyor Technician	\$80.00 - \$103.00
Surveyor Apprentice	\$66.00
Erosion Control Technician	\$88.00
Senior Hydrogeologist	\$196.00
Senior Ecologist	\$187.00
Environmental Scientist	\$95.00 - \$107.00
Senior G.I.S. Analyst	\$159.00
G.I.S. Analyst	\$88.00 - \$108.00
Wetland Delineator	\$108.00
Senior Designer	\$136.00
Designer	\$87.00 - \$117.00
Senior On-Site Project Representative	\$117.00
On-Site Project Representative	\$53.00 - \$98.00
State Plan Reviewer	\$139.00
Certified Grant Specialist	\$141.00
Graphic Designer	\$104.00
Senior Administrative Assistant	\$90.00 - \$101.00
Administrative Assistant	\$80.00
Intern	\$42.00 - \$65.00
Professional Witness Services	\$357.00



## REIMBURSABLE EXPENSES SCHEDULE | 2023

McMahon Associates, Inc.

Effective: 01/01/2023

Revised: 05/26/2023

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>	
Photocopy Charges - Black & White	\$0.08/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$60.00/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	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.25/Each
Survey Rebars - 5/8"	\$2.75/Each
Survey Iron Pipe - 1"	\$4.25/Each
Survey Steel Fence Post - 1"	\$5.00/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS

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VALPARAISO, IN 46385  
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