

CITY OF WATERTOWN
Attn: Maureen McBroom
106 Jones Street
Watertown, WI 53094

DATE: March 14, 2026
McM. No. W0901 - 09-26-00254
WESTSIDE CREEK SYSTEM ASSESSMENT

PROJECT DESCRIPTION

The City of Watertown has requested engineering services to include a structure condition survey, stream condition analysis, H&H modeling and providing storm water system and watershed flood improvement recommendations. The City has applied for and obtained a Pre-Disaster Flood Resilience Grant (PDRFG) for the project which includes a proposed condition FEMA HEC-RAS model and LOMR submittal as necessary. The below scope of services is provided for this project.

SCOPE OF SERVICES

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

Project Kick-off Meeting

- Attend a meeting with City staff to establish project goals and objectives at the City of Watertown.
- Discuss and develop known problematic locations for flooding and other drainage issues with City staff.
- Participate in an onsite walk-through of the project area to review the existing conditions.

Culvert Condition Analysis

- Provide culvert condition analysis of approximately 31 culvert locations in the Westside Creek watershed.
- Provide analysis utilizing the Great Lakes Stream Crossing Inventory Method, including photographs and condition analysis report.

Topographic Survey

- Perform a topographic survey of the project area including culverts, storm sewer outfalls, and the navigable waterway corridors.
- Establish two benchmarks, horizontal control points and vertical control points.
- Prepare AutoCAD base drawing including GIS based property lines and topographic survey information.
- Perform a condition inventory analysis of the navigable waterway conditions including capacity, erosion, vegetation and other drainage issues.
- Ensure the topographic survey includes items as determined necessary by the navigable waterway condition survey including cross section data as necessary for flood modeling and mapping.

Hydrologic & Hydraulic Modeling

- Provide H&H modeling (XP-SWMM) for the existing conditions to include the navigable waterways and the storm water system to the expected Area of Interest location limits. Area of interest locations are locations where flooding typically occurs including low (sag) areas in the storm sewer system. Perform the analysis on the 10, 100 and 500-year storm events utilizing TR-55 methodology, Atlas 14 precipitation depths, and the NRCS WI MSE3 precipitation distribution.
- Establish potential proposed improvements and perform a proposed condition analysis to determine the effectiveness of each proposed improvement. Improvements considered shall include environmentally friendly and sustainable based (nature-based) solutions.
- Provide results of the proposed improvement alternatives to the City followed by a discussion regarding the proposed improvements and effectiveness.

- Utilize the proposed condition results and discussion of proposed improvements with the City to establish the proposed plan to move forward with.
- Develop preliminary Opinion of Probable Costs (OPC) based on concept design.
- Develop preliminary design concepts for City staff, City Council, and for public information.
- Conduct quarterly progress meetings with the City of Watertown.

FEMA LOMR Submittal

- Obtain and modify the existing (effective) HEC-RAS model based on more accurate data obtained for this project.
- Create a proposed model with the expected changes due to the selected proposed project(s) as determined in the Hydrologic & Hydraulic modeling phase above as required for the PDFR Grant. Project areas to be included in the HEC-RAS model and subsequent FEMA LOMR submittal shall include:
 - Near address 546 West Street and the surrounding area.
 - Near address 900 W. Main Street and the surrounding area.
 - The area southeast of the STH 26 & STH 16 interchange (City Growth area) and surrounding area.
 - OR another area of importance to be determined based on results of the H&H study results.
- Provide a floodplain permit application for City / DNR and FEMA including associated forms, updated mapping information, etc. for the area where the proposed improvements are located.
 - Submit to DNR for review and approval (if necessary).
 - Submit to FEMA for their formal review following DNR approval (LOMR submittal).

Final Assessment / Report

- Create a Final Report of the project, the report shall include.
 - A report for the storm culverts condition survey according to the Great Lakes Stream Inventory Method.
 - A report for the navigable stream bottom and bank condition analysis inventory.
 - A final H&H analysis report to include:
 - Results for alternatives considered including associated flooding results.
 - Results for proposed alternatives selected by the City for incorporation into future projects. Ten (10) proposed improvements will be planned in the selected alternative.
 - Results will be presented in tabular and mapping formats to illustrate flooding in the existing condition and the proposed alternative conditions. Tabular results will show flooding depths and flooding duration (times) for the 10-, 100- and 500-year storm events. Mapping results will show the limits of the associated flooding storm event.
 - Hydrograph graphs will be included for the areas of interest to show depth and duration of flooding in the existing and proposed condition(s).
 - Establish costs and potential schedule for the project or project(s).

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.

- Wetland delineation(s) or preparation and submittal of wetland permitting, boundary surveys, CSMs, easement documentation.
- Any services not specifically listed in the Scope of Services above.

CITY OF WATERTOWN RESPONSIBILITIES

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

- Provide access to City-owned properties.
- Associated available City, County, & Town mapping including City GIS data such as drainage area and storm sewer system mapping.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The City of Watertown 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.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following estimated Time and Expense compensation.

Rates per Attached Fee Schedule | Time & Expense

■ Project Kick-off Meeting.....	\$2,120
■ Culvert Condition Analysis.....	\$10,560
■ Topographic Survey.....	\$30,625
■ Hydrologic & Hydraulic Modeling.....	\$42,490
■ FEMA LOMR submittal.....	\$23,327
■ <u>Final Assessment Report.....</u>	<u>\$13,020</u>
TOTAL.....	\$122,142

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- Kick-off meeting(s), culvert analysis and topographic survey: May 15, 2026 through September 30, 2026.
- Hydrologic & Hydraulic (H&H) analysis: October 1, 2026 through December 31, 2026.
- Establish proposed alternative(s): January 1, 2027 through February 28, 2027.
- Submit FEMA LOMR: March 1, 2027 through March 31, 2027, if needed, as determined by modeling and study results.
- Final Assessment / Report: by July 31, 2027.

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 the date of this Agreement.

CITY OF WATERTOWN

106 Jones Street
Watertown, WI 53094

McMAHON ASSOCIATES, INC.

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

Authorized Signature



Andrew W. Schmidt
Associate / Municipal & Water Resources
Engineer

Date

March 14, 2026

Date

Attachments: General Terms and Conditions
Fee Schedule & Reimbursable Schedule

1. STANDARD OF CARE

- 1.1 Services: McMahan Associates, Inc. (McMahan) 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. McMahan 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: McMahan 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 McMahan 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: McMahan 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 McMahan. McMahan's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against McMahan 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: McMahan 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 McMahan to collect all monies due to McMahan. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahan and Client hereby acknowledge that McMahan has and may exercise lien rights on subject property.
- 2.2 Reimbursables: Expenses incurred by McMahan 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 McMahan, 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 McMahan'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. McMahan 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: McMahan 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 McMahan'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 McMahan's fee or \$250,000; for contracts with a total value equal to or exceeding \$250,000, to McMahan's fee under this Agreement not to exceed \$1,000,000.
- 3.3 Additional Insureds: Upon request and to the extent permitted by law, McMahan 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 McMahan'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.

4. CLAIMS AND DISPUTES

- 4.1 General: In the event of a dispute between the Client and McMahan 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 McMahan agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahan, unresolved disputes shall be submitted to mediation. The Client and McMahan 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 McMahan. The written notice shall include the reasons and details for termination.
- 5.2 McMahan: If the Client defaults in any of the Agreements entered into between McMahan and the Client, or if the Client fails to carry out any of the duties contained in these Terms and Conditions, McMahan 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 McMahan. In addition, McMahan 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 McMahan shall cease. McMahan shall not be liable for any damages, costs, or additional compensation related to the termination.

- 5.3 Suspension for Non-Payment: McMahan 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 McMahan. Payments shall be made in accordance with Section 2 above.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahan 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: McMahan grants to the Client a nonexclusive license to use McMahan'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.

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 McMahan, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahan 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 McMahan.

8. MISCELLANEOUS PROVISIONS

- 8.1 Limitation of Client Liability: Nothing contained within this Agreement is intended to be a waiver or estoppel of Client or its insurer to rely upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, Client or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.
- 8.2 Public Records: McMahan understands and acknowledges that the Client is subject to Wisconsin's Public Records Law and may be required to disclose certain public records when requested. Client will provide McMahan with notification of and opportunity to redact any public records request for McMahan's Confidential Information prior to release.
- 8.3 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.
- 8.4 Client-Provided Information: The Client agrees that McMahan may rely on information provided by the Client or by third parties engaged by the Client.
- 8.5 Means and Methods: McMahan 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 in accord with the work of the contractors or subcontractors.
- 8.6 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahan'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, McMahan will indicate the purchase order number on the invoice(s) sent to the Client.
- 8.7 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. McMahan shall have no responsibility for such issues or resulting damages.
- 8.8 Consequential Damages: Notwithstanding any other provision of the Agreement, McMahan 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.
- 8.9 Corporate Protection: It is intended by the parties to this Agreement that McMahan's services in connection with the project shall not subject McMahan'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 McMahan, a Wisconsin corporation, and not against any of McMahan's employees, officers, or directors.
- 8.10 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 McMahan 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.
- 8.11 Project Costs Associated with Agency Plan Review: McMahan 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.
- 8.12 Hazardous Materials: McMahan 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.
- 8.13 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 | 2026

McMahon Associates, Inc.

Effective: 01/01/2026

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$215.00
Senior Project Manager	\$195.00 - \$215.00
Project Manager	\$145.00 - \$185.00
Senior Engineer	\$195.00 - \$205.00
Engineer	\$115.00 - \$185.00
Senior Engineering Technician	\$145.00 - \$155.00
Engineering Technician	\$85.00 - \$135.00
Senior Architect	\$180.00 - \$200.00
Architect	\$155.00 - \$175.00
Senior Designer	\$130.00 - \$150.00
Designer	\$100.00 - \$120.00
Senior Land Surveyor	\$140.00 - \$190.00
Land Surveyor	\$130.00
Land Surveyor Technician	\$95.00 - \$115.00
Surveyor Apprentice	\$80.00
Erosion Control Technician	\$100.00
Senior Hydrogeologist	\$215.00
Senior Ecologist	\$205.00
Environmental Scientist	\$110.00 - \$140.00
Senior GIS Project Manager	\$195.00
Senior GIS Analyst	\$135.00 - \$155.00
GIS Analyst	\$105.00 - \$125.00
Wetland Delineator	\$125.00
Senior Wetland Delineator	\$165.00
Municipal Planner	\$175.00
Senior Public Management Specialist	\$180.00
Public Management Specialist	\$145.00 - \$160.00
Senior Public Safety Specialist	\$180.00
Public Safety Specialist	\$145.00 - \$160.00
Building Inspector Specialist	\$145.00
Water / Wastewater Specialist	\$115.00 - \$145.00
Senior On-Site Project Representative	\$130.00
On-Site Project Representative	\$70.00 - \$130.00
K-12 Administrative Specialist	\$140.00
State Plan Reviewer	\$155.00
Certified Grant Specialist	\$155.00
Graphic Designer	\$120.00
Senior Administrative Assistant	\$100.00 - \$110.00
Administrative Assistant	\$90.00
Intern	\$55.00 - \$80.00
Professional Witness Services	\$385.00

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
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



REIMBURSABLE EXPENSE SCHEDULE * | 2026

McMahon Associates, Inc.

Effective: 01/01/2026

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 LIDAR Scanner	\$50.00/Hour
REIMBURSABLE UNITS:	
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	\$0.95/Mile
Mileage - Truck/Van	\$1.20/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	\$0.55/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.75/Can
Survey Ribbon	\$3.50/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.50/Each
Survey Iron Pipe - 1"	\$5.00/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

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Email: McMAHON@MCMGRP.NET
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* This schedule is not all inclusive.