

AGENDA

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting.

SPECIAL MEETING NOTICE BOARD OF PUBLIC WORKS

Tuesday, December 11th, 2018

6:45 p.m.

Council Chamber, New London Municipal Building

1. Call meeting to order, Adopt Agenda
2. Director's Memo
3. Authorize an agreement to hire McMahon Associates, Inc for design, bid and construction services for an extension of sanitary and water service on Klatt Road
4. Adjournment

**Mike Barrington, Chairman
Board of Public Works**

Agenda items are listed so as to accurately describe the actions or issue being considered instead of simply the document listing title or the parties to a contract. This is done as such titles or a list of parties to a contract conveys insufficient information to the public on whether a topic or project they are interested in is being considered. It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the American with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcript) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Co-Coordinator Paul Hanlon or Chad Hoerth by telephone through: (Relay Wisconsin) – or 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.

Memorandum

To: Board of Public Works

From: Chad Hoerth, Director of Public Services

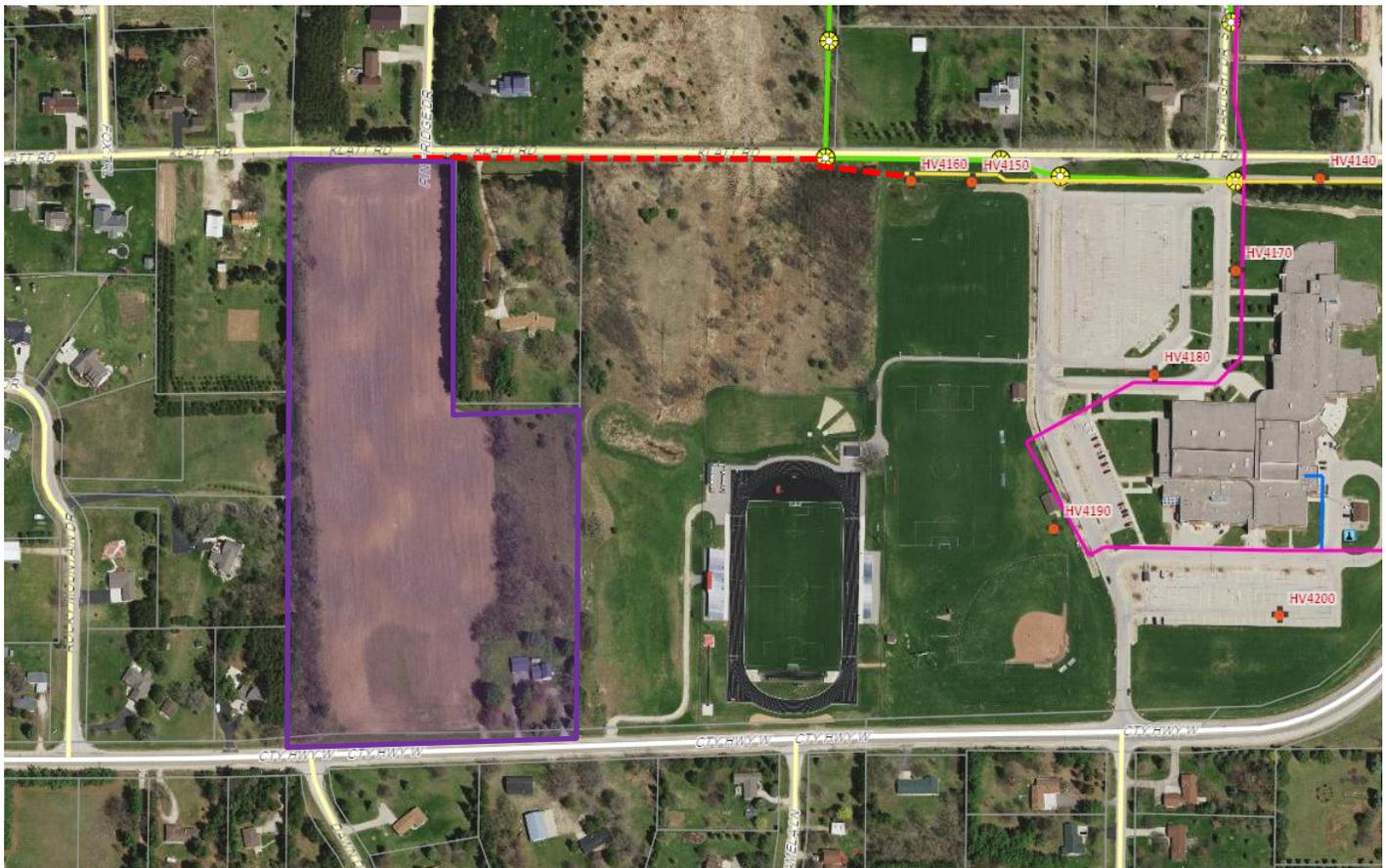
Date: 12-6-18

Re: December 11th, 2018 SPECIAL Board of Public Works Meeting

- Authorize an agreement to hire McMahon Associates, Inc for design, bid and construction services for an extension of sanitary and water service on Klatt Road- My apologies for not having this on the December 3rd Board of Public Works agenda, the timing was a little tight in figuring out how to proceed with this following the November 22nd Planning Commission Meeting.

As you may or may not know at the last Planning Commission meeting, Carl Romenesko provided some plans and information about developing the property he purchased west of New London High School. At that meeting he talked about potentially beginning construction of that sub-development in 2019. The thought right now is that he would annex this property into the city and we would extend sanitary and water service to the property. Much of that however still hinges on a developer's agreement, but if that come to fruition we'll probably want to be in a position to quickly provide those services to his property.

The easiest way to provide sewer and water service to this parcel is parallel to Klatt Road from services near the High School. On the map below, the nearest sewer mains are green and water mains are yellow. The red dotted line would show the path for the utility extension.



It is unclear yet whether we could install these services in the ditch or if they must be installed under the road.

Enclosed in your packet is an engineering services agreement from McMahon to extend these services. The base cost for engineering design, bidding and construction services would be about \$28,000. The construction estimate for the project right now is \$266,000. So \$28,000 would be 10.5% for engineering. That includes \$1,500 for creating an engineer's report which I don't think we'll need (used for the assessment process, which to my understanding we won't be assessing anyone in this project). So if we don't request the engineer's report they won't charge us for that service.

The \$28,000 quote only provides periodic site visits during construction. If we want full onsite construction oversight (similar to what happened on Division Street) it's an additional \$2,800 per week. That's something we can determine at a later date, maybe once we have more information about the project and find out who the low bid contractor is.

Again timing for this will all be determined on the developer's agreement with Romenesko. If that process is completed quickly, I'd like to have the agreement with McMahon ready to go at a moment's notice (as it's better for us to bid out projects earlier in the year than later).

Unfortunately I will not be in attendance at this Board of Public Works meeting or the Council meeting as I'll be attending my daughter's Christmas band concert. I'll also be out of the office during the day on Tuesday December 11th at some training. So if you have any questions regarding this information feel free to call me by Monday, November 10th.

City of New London
Attn: Chad Hoerth
215 N. Shawano Street
New London, WI 54961

Date: December 5, 2018

McM. No. M0032-9-18-00002.00

PROJECT DESCRIPTION:

KLATT ROAD – SANITARY SEWER & WATER MAIN EXTENSION

The City of New London is requesting Engineering and Surveying Services for a sanitary sewer and water main extension on Klatt Road to approximately 1,000 feet to Pine Ridge Drive.

Services are being requested for topographic survey and base drawing preparation, project design and public bidding. Topographic survey would be completed in the fall of 2018 with design and bidding in the first quarter of 2019.

SCOPE OF SERVICES:

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

- Topographic Survey and Base Sheets
 - ▼ Perform a site survey of the existing streets to include data gathering as follows:
 - ◆ Collect X, Y, Z data on the Waupaca County Coordinate System using instruments capable of collecting elevations to the nearest 100th of a foot with ± 0.03 foot vertical accuracy for use in design.
 - ◆ Locate visible aboveground features within the road right-of-way including trees, landscaped areas, signs, poles, utility boxes, aprons, driveways, service walks, mailboxes, etc.
 - ◆ Locate underground facilities as located by Diggers Hotline and/or the City of New London. McMahon Associates, Inc. will contact Diggers Hotline and request locates.
 - ◆ Provide existing top of curb elevations, street centerline and right-of-way elevations at intervals of approximately 50 feet or less.
 - ◆ Locate existing City utility surface structures for sanitary sewer, water main and storm sewer. Depth existing storm sewer and sanitary sewer structures to identify invert elevations.
 - ◆ Existing face of homes/garages are proposed to be located on the base street drawings from existing aerial mapping from Waupaca County. Information will be on the Waupaca County Coordinate System.
 - ▼ Base Sheet Preparation
 - ◆ Provide base sheets for use in designing underground utility construction.
 - ◆ Prepare plan views showing existing streets including aboveground features as field located. Home locations will be shown by outlining from Waupaca County aerial photography.
 - ◆ Overlay existing Waupaca County parcel mapping showing existing right-of-way, lot lines, property addresses and tax identification numbers.
 - ◆ Provide a reference line and project stationing for use on utility drawing.
 - ◆ Show existing sanitary sewer, storm sewer and street centerline as field located on both plan views and profile views.
 - ◆ Show existing gas, electric, phone, cable television, etc. as field located from Diggers Hotline locates.

SCOPE OF SERVICES:

- Soil Borings
 - ▼ Solicit quotes from qualified Geotechnical Engineers for soil borings along the route to determine groundwater depth and soil characteristics in use for design of the sewer and water mains.
 - ▼ Coordinate soil borings and collect field locations of borings.
- Permitting
 - ▼ Prepare and submit permits as required.
 - ▼ The extension of sanitary sewer and water passes through a delineated wetland, which may require special permitting through the Wisconsin Department of Natural Resources (DNR).
 - ▼ Municipal or Town permits for work in the right-of-way.
- Preparation of Engineering Report (If Requested)
 - ▼ Prepare an Engineering Report for assessment of sanitary sewer and water main costs to be levied.
- Design of Sanitary Sewer
 - ▼ Design the extension of sanitary sewer west of Klatt Road from MH 1664 to Pine Ridge Drive.
 - ▼ Prepare and submit a Wisconsin DNR sanitary sewer extension permit application.
- Design of Water Main
 - ▼ Design the extension of water main from hydrant HV 4160 to Pine Ridge Drive.
 - ▼ Prepare and submit a Wisconsin DNR water main extension permit application.
- Construction Related Services
 - ▼ Prepare Contract Documents.
 - ▼ Conduct a Pre-Construction Conference.
 - ▼ Provide construction staking for proposed improvements.
 - ▼ Review contractor pay request and make recommendations for payment.
 - ▼ Review change order requests and make recommendations for approval.
 - ▼ Provide periodic site visits as needed during construction.
 - ▼ Answer questions of the City, Utility or contractor as may arise during construction.
 - ▼ Prepare contractor punch list as required to complete the project.
 - ▼ Conduct a final record topographic survey of installed improvements.
 - ▼ Prepare record drawings of the install and improvements.
 - ▼ Update City and Utility GIS mapping.
 - ▼ Prepare contract closeout documents.
- Additional Services Upon Request
 - ▼ Provide on-site observation of construction related activities (estimated at approximately \$2,800/week).

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.

- Permit fees.
- NOI, as disturbance is estimated to be less than 1 acre.
- Hydrant flow test. New London Utilities to provide hydrant flow and pressure data for hydrant HV 4160.

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

The City of New London 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.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following compensation. The following is a breakdown of the estimated fee for completion of the services outlined. Rates per attached Fee Schedule (Fee Schedule is updated annually).

- Project Administration, Meetings, Surveys, Base Sheet Preparation, Permitting\$7,500
- Project Design Services for Sanitary Sewer\$3,000
- Project Design Services for Water Main\$3,000
- Engineers Report (If Requested).....\$1,500
- Project Bidding Services | Advertising, Bidding, Recommendation Of Award.....\$1,000
- Construction Services (Estimate).....\$12,000
- On-Site Observation To Be Determined If Requested

COMPLETION SCHEDULE:

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

- Design and Bidding Documents..... January 18, 2019
- Construction Schedule..... To Be Determined In 2019

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.

CITY OF NEW LONDON

Wisconsin

By:

(Authorized Signature)

Title:

Date:

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin

By:


Brad D. Werner, P.E.

Title:

Associate / Senior Project Engineer

Date:

December 5, 2018

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



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, 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 - 2018

McMAHON ASSOCIATES, INC. | NEENAH, WISCONSIN DECEMBER 20, 2017

LABOR CLASSIFICATION	HOURLY RATE
Senior Project Manager	\$162.00
Senior Planning	\$162.00
Project Manager - I	\$149.00
Project Manager - II	\$135.00
Professional Administrative Services	\$110.00
Vice President / Surveyor	\$136.00
Senior Surveyor	\$105.00
Surveyor	\$96.00
Surveyor Assistant - I	\$85.00
Surveyor Assistant - II	\$75.00
Surveyor Apprentice	\$53.00
Senior Electrical Engineer	\$146.00
Senior Project Engineer	\$140.00
Project Engineer - I	\$132.00
Project Engineer - II	\$114.00
Project Engineer - III	\$112.00
Project Engineer - IV	\$98.00
Project Engineer - V	\$84.00
Senior Engineering Technician - I	\$111.00
Senior Engineering Technician - II	\$101.00
Engineering Technician - I	\$92.00
Engineering Technician - II	\$78.00
Engineering Technician - III	\$68.00
Environmental Specialist - I	\$98.00
Environmental Specialist - II	\$74.00
Environmental Specialist - III	\$71.00
Plumbing Designer Technician	\$99.00
Erosion Control Technician	\$73.00
Senior Landscape Architect	\$162.00
Senior Architect - I	\$165.00
Senior Architect - II	\$149.00
Architect	\$126.00
Architectural Designer	\$105.00
Architectural Designer - III	\$79.00
Architectural Intern - I	\$117.00
Architectural Intern - II	\$108.00
Architectural Intern - III	\$92.00
Architectural Intern - IV	\$50.00
Senior Ecologist	\$150.00
Senior Hydrogeologist	\$161.00
Senior G.I.S. Specialist	\$123.00
G.I.S. Specialist - I	\$79.00
G.I.S. Specialist - II	\$74.00
G.I.S. Technician	\$65.00
Environmental Scientist - I	\$146.00
Environmental Scientist - II	\$74.00
Environmental Scientist - III	\$69.00
Public Finance Specialist	\$113.00
Senior Draftsperson	\$106.00
Draftsperson	\$89.00
Draftsperson - I	\$77.00
Draftsperson - II	\$67.00
Graphic Designer	\$85.00
Grant Administrator	\$65.00
Senior Administrative Assistant	\$79.00
Administrative Assistant	\$64.00
Intern	\$51.00
On-Site Project Representative	\$64.00
Principal	\$212.00
Professional Witness Services	\$294.00

Services subcontracted will be billed to the Owner at invoice cost plus 12%.

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

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

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

REIMBURSABLE EXPENSES SCHEDULE - 2018

McMAHON ASSOCIATES, INC. | NEENAH, WISCONSIN

JANUARY 9, 2018

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 Laser Scanner	\$1,200.00/Day
Terrestrial Laser Scanner	\$600.00/½-day
REIMBURSABLE UNITS:	
Large Format Paper Copies:	
Black & White:	
▪ Up To 24" x 30"	\$0.60/Sheet
▪ 24" x 36"	\$0.70/Sheet
▪ 30" x 42"	\$1.00/Sheet
▪ 36" x 48"	\$1.35/Sheet
Color:	
▪ Color - 17" x 22"	\$5.00/sheet
▪ Color - 22" x 34"	\$10.00/sheet
▪ Color - 24" x 36"	\$10.00/Sheet
▪ Color - 36" x 48"	\$20.00/Sheet
Photocopy Charges - Black & White	\$0.07/Image
Photocopy Charges - Color / 8½" x 11"	\$0.45/Image
Photocopy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Computer Time	\$10.00/Hour
Computer Time - AutoCAD	\$15.00/Hour
Mileage	\$.62/Mile
Mileage - Truck/Van	\$0.85/Mile
All-Terrain Vehicle	\$60.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Global Positioning System (GPS) Mobilization	\$100/Each
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.30/Each
Survey Lath	\$0.52/Each
Survey Paint	\$4.50/Can
Survey Ribbon	\$2.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.00/Each
Survey Rebars - 5/8"	\$2.50/Each
Survey Iron Pipe - 1"	\$2.75/Each
Survey Plastic or Fiberglass Fence Post - 1"	\$2.50/Each
Survey Steel Fence Post - 1"	\$4.00/Each
Control Spikes	\$1.00/Each

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