PLEASE NOTE: This meeting will be held in person and online. The public can come in person or watch/listen to this meeting online in one of 3 ways:
1) Go to the city's You Tube channel, "https://www.youtube.com/NewLondonAccess" and click on the "live" feed video link to watch the meeting. **-OR-**
2) You can watch the meeting via the zoom app. Go to the following link to download and watch via the zoom app: https://us02web.zoom.us/j/83218208157?pwd=UmU1YlpVWUVySHN4a1EwVm5BcDltQT09 You will be asked to download and install the zoom app on your computer or phone and provide your name and email address. **-OR-**
3) You can listen to the meeting over the phone by calling one of the following numbers:
1-929-205-6099, 1-301-715-8592, 1-253-215-8782, 1-346-248-7799, 1-699-900-6833, 1-312-626-6799
You will be asked to enter in a meeting ID of: **832 1820 8157**, then push #
You may be asked for a participate ID, do not put in a number, just hit #
You will be asked to enter in a password of **170272**, then #

MEETING NOTICE OF THE

NEW LONDON BOARD OF PUBLIC WORKS

Monday, October 4th, 2021
4:30 p.m.

Link to Meeting Documents

Council Chamber, New London Municipal Building

AGENDA

1. Call meeting to order, Adopt Agenda
2. Public Input regarding items on the agenda
3. Wastewater Treatment Plant Updates
4. Review a request for loading zone on N Water Street
5. Discuss and select the street/sidewalk typical widths for the 2024 Downtown Reconstruction Project
6. Consider awarding a contract for snow removal for the 2021-2022 snow season
7. Recommend to council an agreement for engineering services for 2022 road improvement projects (Lyons/Avon/Lima)
8. Consider proposal to add funding signage to road improvement projects
9. Review 2022 Capital Projects List
10. Director's Report
11. Future Agenda Items
12. Discuss/confirm next meeting date: Monday, November 1st, 2021 at 4:30 p.m.
13. Adjournment

Mike Barrington, Chairman
Board of Public Works

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. 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 Coordinator 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, City Administrator

Date: September 29th, 2021

Re: October 4th Board of Public Works Meeting

Wastewater Treatment Plant Updates- Ben's reports are provided in your packet.

Review a request for loading zone on N Water Street- Included in your packet is a request by Gordon Schirpke to consider a loading zone in front of the business at 310 W North Water Street.

Discuss and select the street/sidewalk typical widths for the 2024 Downtown Reconstruction Project- As most of you know this topic was carried over from last month's meeting to allow the Board some additional time to consider what the new "typical width" will be for the downtown project. We need to decide this width so engineers can begin planning the designs for the 2024 construction project.

Consider awarding a contract for snow removal for the 2021-2022 snow season- RFP's were released for snow plowing services for the upcoming snow season. This contract supplements our inhouse staffing efforts by plowing specific areas at times when our staff is off (for example we use the contractor to clean out the Police and Fire Dept parking lots in-between times where staff have worked long hours and need be to off the clock). One proposal was received by Rowl's Auto Body & Snow plowing. Rowl's has been awarded this contract for several years now and our staff has nothing but good things to say about his quality of work and response time.

Recommend to council an agreement for engineering services for 2022 road improvement projects (Lyons/Avon/Lima)- the included proposal is to hire McMahon to begin the engineering process for our 2022 road improvement projects on Lyons/Avon/Lima. As you probably recall we received a CDBG grant to assist in some of this funding. We need to begin engineering for this work so we're ready for a proper bid release timeline in early 2022.

Review 2021 Capital Projects List- We'll provide a list at the meeting of this next year's capital projects items for consideration

Director's Report:

- Service Anniversary Report:
    - There are no service anniversaries to report on for the Month of September.

Return to Agenda

- Werner Allen/Shawano Street Reconstruction Project Update: Construction is complete for this project. Engineering is working on reviewing the final pay applications and computing the assessments for the lateral replacements. Once we have those assessment numbers we'll be sending out invoices to those property owners. Overall We've heard many complements on the road improvements.

- As you probably know we'll be looking to advertise for a new Public Works Director, the advertisement should be released the week of Oct 4th with a closing date of Oct 24th (3-week window). We'll then work on ranking the applications and setting up interviews.

Return to Agenda

October 4th Board of Public Works Meeting

Wastewater Notes

The application for the new DNR permit to discharge into the Wolf River has been submitted to the DNR. We should receive the new permit at the end of March 2022. There will be a new phosphorus limit which we will need to meet within nine years. The best way to reach this limit is through reduction of clear water entering our system though leaking pipes and illegally connected sump pumps. Hopefully we will see a big reduction once the N. Water and Oshkosh Streets are reconstructed. Other than the new phosphorus limit I do not anticipate any other surprises in the new permit.

We experienced a couple mechanical set-backs when cleaning out the North Digester. The first was the H&H dredge pump we utilize for pumping had glow plug and oil switch issues which needed to be replaced. Luckily after 28 years parts are still available. The second mechanical failure was the sewer truck started to make a weird blower noise once the machine was restarted after lunch. This issue appears to be rust building up around the blower filter area. Once the H&H pump was repaired we were able to finish cleaning out the North Digester on Tuesday September 21st. On Thursday September 23rd Miron pulled the cover out of the digester and Corcoran started removal of the bad coating. There are multiple crews working on the removal and we have a tentative back in service date of October 14th.

We are experiencing some issues with the waste gas burner not firing. We are working with Shand and Jurs to remedy the issue. This is all under warranty. We are also still waiting for Energenecs to finish calibration of the gas gauges and meters before we fire up the dual gas boiler.

Sludge hauling is going well and the weather is cooperating nicely. We are waiting for some soybeans to come off to continue hauling. We anticipate close to 1.25 million gallons of sludge being applied before winter.

Return to Agenda

We are assisting Ted with construction of a new sampler hut that is also going to house the new phosphorus analyzer. We hope to have that in operation by mid-October. There has been some supply shortages for conduit and other materials that have been pushing our finish time back. The old sampler hut was constructed in 1996 and was starting to rot out and wasted energy to keep it warm inside during the winter.

We are starting to winterize the clarifier drives with lighter weight oil and getting other processes ready for the colder weather.

Great Lakes TV and Seal is still working on televising the future project areas of the City so we have a good handle on what will need to be reconstructed. We will give their findings to McMahon to determine cost for these projects.

Return to Agenda

Effluent

Month	Flow	BOD		TSS		Phos.		Fecal Coliform
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs	
Jan	0.9174	1	7	3	25	0.3	2.4	
Feb	0.8933	2	13	4	33	0.3	2.6	
Mar	1.2780	2	22	4	41	0.2	2.5	
April	1.3240	0	3	3	38	0.3	2.9	
May	1.0446	3	23	4	39	0.2	2.2	9.3
June	1.0740	2	22	5	47	0.2	1.9	26.8
July	1.4050	2	21	5	65	0.2	2.9	9.3
Aug	1.2595	2	21	5	52	0.2	2.3	24.6
Sept	1.2793			5	54	0.2	2.4	32.0
Oct								
Nov								
Dec								
Ave	1.1639	2	17	4	44	0.2	2.5	20
Max	1.4050	3	23	5	65	0.3	2.9	32
Min	0.8933	0	3	3	25	0.2	1.9	9
	Limit:	25		30		1.0		400

Utility

Month	Super-natent	Methane Used	Methane Flared	Natural Gas	City Water	Ferric	Rain	Electricity
	gal	ft^3	ft^3	ft^3	gal	gal	in	
Jan	9934			58	893	60	0.83	
Feb	11650			64	1049	66	1.01	
Mar	3834			42	1422	71	2.92	
April	0			53	2077	78	2.61	
May	19153			50	1396	89	2.76	
June	27903			37	3835	92	6.20	
July	23281			29	4043	88	6.06	
Aug	15145		4	28	4625	87	6.97	
Sept	16013	7,314	545	33	3900	86	0.67	
Oct								
Nov								
Dec								
Ave	14101	7,314	275	44	2582	80	3.34	
Max	27903	7,314	545	64	4625	92	6.97	0
Min	0	7,314	4	28	893	60	0.67	0

Return to Agenda

Wohlt Cheese							
	Flow	BOD		TSS		Phos.	
Month	gals	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	13613	925	104	530	60	28.1	3.2
Feb	16106	809	93	436	50	27.1	3.1
Mar	12726	886	94	418	44	22.7	2.4
April	13239	779	92	504	59	27.2	3.2
May	15073	918	112	580	71	31.6	3.9
June	18676	1064	161	639	97	27.2	4.2
July	17813	797	118	564	83	25.1	3.7
Aug	17644	879	130	516	76	27.1	4.0
Sept	17800	1044	155	585	87	31.8	4.7
Oct							
Nov							
Dec							
Ave	15855	900	118	530	70	27.6	3.6
Max	18676	1064	161	639	97	31.8	4.7
Min	12726	779	92	418	44	22.7	2.4

Influent							
	Flow	BOD		TSS		Phos.	
Month	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	0.7271	294	1802	284	1744	6.5	40.1
Feb	0.7109	277	1662	277	1670	6.3	37.7
Mar	1.0685	198	1756	186	1658	4.3	38.3
April	1.1359	201	1867	240	2248	5.0	47.5
May	0.8888	319	2386	243	1839	5.7	42.5
June	0.9139	292	2038	353	2549	6.4	46.0
July	1.1678	158	1618	182	1959	4.1	41.6
Aug	1.1340	204	1875	235	2225	4.7	43.1
Sept	1.0015	200	1746	268	2406	5.3	41.8
Oct							
Nov							
Dec							
Ave	0.9720	238	1861	252	2033	5.4	42.1
Max	1.1678	319	2386	353	2549	6.5	47.5
Min	0.7109	158	1618	182	1658	4.1	37.7

Return to Agenda

Hauled Waste			
Month	Holding	Septic	HSW
	Total gals	Total gals	Total gals
Jan	655,725	53,500	59,800
Feb	682,300	39,500	63,700
Mar	897,660	83,350	44,100
April	806,660	296,225	44,100
May	917,200	250,150	52,400
June	1,142,815	299,900	69,300
July	1,092,750	268,600	61,400
Aug	849,580	257,650	50,400
Sept	662,900	181,600	37,800
Oct			
Nov			
Dec			
Total:	7,707,590	1,730,475	483,000
$/gal	0.00875	0.02000	0.03000
Total:	$67,441.41	$34,609.50	$14,490.00

Ammonia	
Month	mg/L
Jan	< 0.15
Feb	< 0.15
Mar	< 0.15
April	0.17
May	<0.15
June	0.18
July	<0.15
Aug	<.015
Sept	0.2
Oct	
Nov	
Dec	

Mercury		
Quarterly	Inf	Eff
	ug/L	ug/L
Jan	68.00	0.30
Feb		
Mar		
April	70.10	0.31
May		
June		
July	18.30	0.71
Aug		
Sept		
Oct		
Nov		
Dec		
Max	70.10	0.71
Min	18.30	0.30
	Limit:	1.30

Whole Effluent Toxicity	
Date:	**Pass**

Return to Agenda

RECEIVED
8-2-21 - CRH

SCHIRPKE ENTERPRISE

FROM THE DESK OF GORDON SCHIRPKE

City of New London
Mayor Mark Herter
City Hall
New London, WI 54961

Re: Loading Zone Request

Dear Sir:

I am the owner of the building at 310 W. North Water Street, New London. This building has housed a carpet store for the last 20 some years. I believe that this business is somewhat different than other businesses in town, in that it requires the loading and unloading of lengthy rolls of carpet, along with padding and other necessary tools of the trade, on not only a daily, but very often several times a day, basis. In addition, and more often than not, when returning from a customer's residence, materials need to be unloaded prior to loading the next customer's merchandise (rolls of carpet and padding.) There is simply not enough room in the vehicle to allow for loading of more than one customer at a time. On any given day, there may be as many as three to four loading and/or unloading occurrences.

It is for the several times a day reason that without a designated loading zone this task becomes more than difficult. If the truck to be loaded is parked on the street in front of the store for the purpose of loading or unloading and someone pulls up and parks behind the truck, and it happens quite often, it makes it impossible to load and or unload materials. There is simply not enough room. Often it happens that the parking spaces in front of the store are occupied, leaving nowhere for the truck that needs to be loaded or unloaded to park. It is very impractical, nearly impossible, and conceivably dangerous to try to accomplish this while parked on the other side of the street, which often is the only place left to park albeit, it is usually occupied as well. The small parking area at the end of the block is simply too far to be carrying twelve foot rolls of carpet or boxes of tile weighing 40 to 50 pounds or more, and becomes completely unthinkable during the winter months.

Return to Agenda

A place suitable for loading has become more and more of a problem over the years as the city has grown. A loading zone has now reached the point of becoming absolutely essential for this particular business to remain in the downtown. I believe that a designated loading zone, using two parking spaces in front of the store, which has three parking spaces, and 65 feet of street frontage would elevate this problem without encumbering the neighboring businesses. Furthermore, I believe it may be feasible to allow parking in this loading zone after posted hours, allowing the additional parking during evening hours.

I am asking that this matter be considered.

Sincerely,

Gordon Schirpke

cc: Common Council Members

Return to Agenda

PROPOSAL

CITY PARKING LOTS AND ALLEYS SNOW REMOVAL SERVICES

Description	Unit	2021-2022
Frontend loader – w/ blade/bucket 14 feet wide or greater	per Hour	$ _____
Utility tractor/skid steer – w/ blade/bucket 12 feet wide or less	per Hour	$ 90.00
Dump Truck w/plow 5 Yard box or greater	per Hour	$ 85.00
Pickup truck or Small Dump (pickup chassis)	per Hour	$ 75.00
OTHER Equipment:_____	per Hour	$_____

NEGLECTED SIDEWALK SNOW REMOVAL SERVICES

Description	Unit	2021-2022
Remove snow/ice from public sidewalks (Initial 100 feet – per location)	Lump Sum	$ 65.00
Remove snow/ice from public sidewalks (Beyond initial 100 feet – per location)	$ / Ft.	$ 3.00 / Ft.

BIDDER: Rowl's Auto Body & Snowplowing

MAILING ADDRESS: N3526 Bean City Rd

CITY, STATE, ZIP: New London, WI 54961

SIGNATURE: JJRowlIII

PRINT: John Rowl II

TITLE: Owner

TELEPHONE: 920 982 5403 Cell ~~FAX~~ 920-427 5635

DATE: 9-26-21

Return to Agenda

McMAHON
ENGINEERS ARCHITECTS

AGREEMENT
For PROFESSIONAL SERVICES

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

Date: October 1, 2021

McM. No. M0032-09-21-00013.00

PROJECT DESCRIPTION:

STREET & STORM SEWER RECONSTRUCTION

The City of New London is requesting Survey Services and Engineering Services for:

- Avon Street, Lyon Street and Lima Street
- Lucas Drive, Zachary Court and Aubrey Court

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 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 curb elevations, street centerline and boulevard 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 County. Information will be on the County Coordinate System (only if sanitary sewer lateral replacement work is required).
  - Base Sheet Preparation
    - Prepare plans showing existing streets including aboveground features as field located.
    - Overlay exiting 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 and the street reconstruction drawings.
    - Show existing sanitary sewer, storm sewer and street centerline as field located.
    - Show existing gas, electric, phone, cable television, etc. as field located from Diggers Hotline locates.

Return to Agenda

SCOPE OF SERVICES:

- Design Services
  - Avon Street, Lyon Street and Lima Street
    - Provide design plans and bidding specifications for a project consisting of the following:
      - Mill and resurface existing asphalt pavement.
      - Spot replacement of existing curb and gutter.
      - Storm sewer condition evaluation and design.
      - Design new accessible ramps at intersections.
  - Lucas Drive, Zachary Court and Aubrey Court
    - Surface layer of asphalt on existing binder.
  - Bidding Services
    - Assist the City in publicly bidding the project on QuestCDN.
    - Prepare Advertisement for Bid.
    - Attend bid opening.
    - Provide letter of recommendation for project award.
- Construction Related Services
  - Provide construction related services to assist the City of New London by providing construction administration, construction staking, and final record documents for the project. Services are anticipated to include the following:
    - Periodic construction site visits to observe the document that the work performed by the contractor is in general conformance with project plans and specifications. Notify the City of any observed non-conforming work by the contractor.
    - Verify installed pay quantities with the contractor for use in processing and certifying contractor pay requests.
    - Assist the City in reviewing any contractor request for change orders.
    - Update the City Staff on the construction progress and schedule changes proposed by the contractor.
    - Assist in clarification of the intent of project plans and specification with the contractor.
    - Prepare a punch list of items requiring correction or completion by the contractor prior to final acceptance and payment of the work by the City of New London.
  - Construction Staking
    - Benchmarks to be provided along the project route for use in construction and documentation of elevations of installed work.
    - Street grading to be staked at 2 to 3 foot offset from back of curb with grade hubs every 50 feet including grade breaks, pc's, pt's and radius points. Large radiuses to be staked every 25 feet.
    - Curb and gutter to be staked at 2 to 3 foot offset from back of curb with grade hubs every 50 feet including grade breaks, pc's, pt's and radius points.
  - Record Locates (Optional)
    - Field locate post-construction surface structures including manholes, inlets, hydrants, valves and water service shutoffs with use of GPS equipment for GIS locates.
    - Field collection to be completed post-construction with leaf off conditions to allow for GPS use. Horizontal accuracies to be ±0.03 feet. Vertical accuracies to be ±0.20 feet.
    - Record Drawings
      - Prepare using data from GPS locates and rim and invert elevations obtained from field elevations collected by on-site personnel and recorded in inspection documents.

Return to Agenda

SCOPE OF SERVICES:

- 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.
  - Cost of televising of storm sewers.
  - CDBG administration services will be provided in a separate agreement.

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. Services will be billed on a Time & Expense basis and would not be exceeded without approval of the City of New London.

- Avon Street, Lyon Street and Lima Street
  - Topographic Survey Street Design $30,000
  - Storm Sewer Design $15,000
  - Bidding Services $3,500
  - Street Construction Administration & Staking Services $20,000
  - Storm Sewer Staking and On-Site Resident Services $35,000
- Lucas Drive, Zachary Court and Aubrey Court
  - Plan Preparation $5,000
  - Bidding Services | Assumed to be Bid with Avon Street, Lyon Street and Lima Street) $0
  - Construction Administration & Staking Services $3,000

COMPLETION SCHEDULE:

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

- Design completed for bidding by March 1, 2022.
- Construction services in 2022.

Return to Agenda

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: Vice President / Sr Municipal Engineer
Date: October 1, 2021

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

Return to Agenda

Revised: March 19, 2020

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, 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.

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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

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
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McMAHON
ENGINEERS ARCHITECTS

REIMBURSABLE EXPENSES SCHEDULE | 2021

McMahon Associates, Inc.

Effective: 01/01/2021

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	$1,500.00
REIMBURSABLE UNITS:	
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	$0.65/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	$100.00/Hour
Hand-Held Global Positioning System (GPS)	$15.00/Hour
Robotic Total Station	$20.00/Hour
Survey Hubs	$0.45/Each
Survey Lath	$0.65/Each
Survey Paint	$4.50/Can
Survey Ribbon	$2.50/Roll
Survey Rebars - 1¼"	$10.00/Each
Survey Rebars - ¾"	$3.00/Each
Survey Rebars - 5/8"	$2.50/Each
Survey Iron Pipe - 1"	$3.00/Each
Survey Plastic or Fiberglass Fence Post - 1"	$2.75/Each
Survey Steel Fence Post - 1"	$4.25/Each
Control Spikes	$1.75/Each

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.

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