

**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/85148326330?pwd=YWR2TE1vK3VYSTgwN1JNbWpxaEdUZz09>

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: 851 4832 6330, 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 631501, then #

## **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.

### **MEETING NOTICE**

## **BOARD OF PUBLIC WORKS**

**Monday, August 3<sup>rd</sup>, 2020**

**4:30 p.m.**

Meeting Documents

### **Council Chamber, New London Municipal Building**

1. Call meeting to order, Adopt Agenda
2. Public Input
3. Wastewater Treatment Plant Updates
4. Consider request to adopt a Wellhead Protection Plan Ordinance for New London Utilities
5. Discussion and possible action on an ordinance designating ATV/UTV routes
6. Review and consider consolidation of brush and compost drop off sites
7. Consider agreements from McMahon and Associates for design work of North Water Street and Pearl Street
8. Consider agreements from Archaeological Research, Inc for Phase I Archaeological investigation of North Water Street and Pearl Street
9. Consider agreements from Heritage Research, LTD for a historical survey evaluation of North Water Street and Pearl Street
10. Director's Report
11. Next Month Agenda Items
12. 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 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, Director of Public Services  
**Date:** July 27<sup>th</sup>, 2020  
**Re:** August 3rd, 2020 Board of Public Works Meeting

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

Consider request to adopt a Wellhead Protection Plan Ordinance for New London Utilities- Included in your packet is a copy of a proposed "Wellhead Protection Plan" Ordinance requested from NLU. Utility Manager, Jason Bessette, will be present to provide the details of the ordinance and request.

Discussion and possible action on an ordinance designating ATV/UTV routes- At the last Board of Public Works meeting, the group decided to follow through with the creation of a draft ordinance designating ATV/UTV routes in the city. Included in your packet is a draft ordinance. Chief Schlueter researched ordinances from larger communities which allow this access including Platteville, Antigo and Rhinelander. We also evaluated a proposed ordinance that Outagamie County is considering. Unlike the current Waupaca County Ordinance, the Outagamie County ordinance is a bit more restrictive in that they are requiring items like a driver's license, insurance, headlights, brake lights and tail lights among a few other things. This puts us into the situation again that the city is in two counties that have different regulations. After reviewing all this information, it was decided to draft the city's ordinance after Rhinelander's as it seemed to line up the best for our situation. This draft would include and comply with the similar Outagamie County restrictions plus some others like prohibiting usage at night, "cruising", using homemade trailers or sleds and regulating radios or amplification devices.

Review and consider consolidation of brush and compost drop off sites- we've finally gotten the brush cleaned up at Floral Hill and behind Hatten Stadium. Now that the sites are being cleaned up, Luke brought up the question if we could just have the dump site behind the Waste Water Treatment Plant open to the public. Reason being is due to the problems we have at the Floral Hill site. People dump all over the place making a mess and we constantly have problems with illegal garbage being dumped there. We end up cleaning it up and paying disposal fees for taking this garbage to the dump. The site at the city garage is out in the open and easier to regulate. We also wanted to put cameras up to record violations and installing a camera system at the garage site would be much easier to accomplish. The unfortunate part of this is that staff would need to haul brush to Floral Hill for storage until we can dispose of the brush. Compost we could take directly to the MCC quarry as we normally do. At this point I would support Luke in giving it a try and see how it

goes. If it gets to be too much of a hassle or doesn't work the way we intend we could revisit it and open the Floral Hill dump site back up.

Consider agreements from McMahon and Associates for design work of North Water Street and Pearl Street

Consider agreements from Archaeological Research, Inc for Phase I Archaeological investigation of North Water Street and Pearl Street

Consider agreements from Heritage Research, LTD for a historical survey evaluation of North Water Street and Pearl Street- Agenda items 7, 8 and 9 go together. This would be to hire these firms to start the design work for the North Water Street and Pearl Street reconstruction projects for 2024. McMahon would do the street design and the other two firms would take care of the required Archaeological and Historical survey work. There is some information in the McMahon proposals that show project timelines.

As a reminder the city has been awarded a STP-Urban grant to assist with the costs of North Water Street. The grant does not include work for Pearl Street. We plan on submitting another grant for the Pearl Street project in the 2022-2027 STP Urban grant cycle and will request that the project be approved for a 2024 construction to sync with the North Water Street project. The street design proposals in this packet only include the design work for the roadway and storm sewer work. These are costs that are eligible in the STP Urban Grant. The cost for sanitary sewer replacement is NOT eligible towards the STP Urban grant. We will need to review a separate agreement down the road (no pun intended...) to contract for survey, design and construction administration services for any sanitary sewer work on these streets.

There is no such thing as "free money", the STP-Urban grant has many strings attached to it. This is why we need to perform Archaeological and Historical survey work. There will be other firms we need to contract out with as well as progress continues like hiring a firm for Geotechnical surveying and a Right of Way negotiator. Also the Historical work is for a "preliminary" survey. Once they determine if there are any Historic building that may be impacted, additional work will need to be done to satisfy the grant requirements. But they can't provide an accurate cost on that work until they know how many and the extent of the impact for any Historic buildings. So be prepared, there will be additional contracts and costs as the design work progresses.

Directors Report:

- Service Anniversary Report:
  - Ben Greuel completed 20 years of service on July 3<sup>rd</sup>
  - Luke Hammons completed 5 years of service on July 28<sup>th</sup>
- For some reason we're having bad luck for purchasing a bucket truck. So after a bunch of research Luke had a truck narrowed down that would work great for our situation. This was the used truck we were targeting and asking funds from the Capital Projects committee to acquire. So this truck was in possession from a dealer, but the truck at the time was actually at the boom manufacture preparing for some repairs. The repairs were needed to certify the boom for operation. We were well aware of these needed repairs and the plan was for the manufacture to charge the

dealer for these repairs, certify the boom for operation and then we would pay a single fee to the dealer for the purchase of the truck and the certification repairs. We had our purchase order all ready to be sent out for the acquisition. At the last minute we got a call from the dealer telling us he's pulling the truck from the market. Evidently there was some major miscommunication between the dealer and the boom manufacture. We don't know the exact details, but it sounds like in addition to the repairs we knew about, all of a sudden there was an additional \$7,000 in repairs needed to certify the boom. With that confusion, the dealer pulled the truck from the market. We're not sure what's going to happen with that truck so Luke is once again doing research on a different bucket truck.

- I sent in the required quarterly reports for the open FEMA projects. We have one more open project which includes all the debris clean up. This is our largest project category from the July 2019 storm. We're waiting to take down about 15 damaged street trees yet which we'll apply to in this category (and the reason we were trying to quickly get a bucket truck to complete this work).

## **September 6th Board of Public Works**

### **Wastewater Notes**

#### **August 3<sup>rd</sup> 2020 BPW Meeting**

On July 29<sup>th</sup> the electrical service and main breaker for the treatment facility was installed. The power was off for roughly 9 hours and two generators were used to keep the plant in operation. The breaker is working well and now Gerid and I can start working on the new storage area where most of this work was done.

On July 21<sup>st</sup> the coating rep from Sherwin Williams was here to do a pull test on the coating that has been failing on the digester walls. The chunks that were pulled from the walls are going in for analysis. We have no idea on the timeframe that it will take to determine the cause and what will need to be done to correct the issue. We are documenting our time and potential loss of revenue if we need to turn away waste that would be put in the digester. As of now we have been lucky and have not needed to turn away customers.

Except for the coating debacle which will be covered under the warranty the digester project will be finished in the next couple weeks.

Sewer televising for 2020 should be started in August.

Jill, Chad and I are still working on getting the new wastewater operator position posted. We are shooting for interviews after Labor Day.

Three lift stations will be upgraded to 208V in August by Crane Engineering.

One of the 21 year old flow meters for the high rate pumping system died and will be replaced when parts arrive.

Donohue will soon be starting engineering work on the W3 non- potable system so the cleaning system for the new high strength screen will function as designed.

Other than that Gerid and I have been maintaining the plant and reorganizing the facility to make better use of some of the space that opened up after the upgrade.

Effluent								
Month	Flow	BOD		TSS		Phos.		Fecal Coliform
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs	
Jan	1.5766	3	36	4	49	0.3	4.3	
Feb	1.1895	1	13	3	31	0.3	3.0	
Mar	2.2837	4	87	6	127	0.3	5.8	
April	2.0155	3	58	4	79	0.3	4.6	
May	1.5097	2	27	5	62	0.3	3.4	4.8
June	1.5977	0	5	4	53	0.3	4.3	9.8
July	1.3756	1	13	6	71	0.2	2.5	32.8
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	1.6498	2	34	5	67	0.3	4.0	16
Max	2.2837	4	87	6	127	0.3	5.8	33
Min	1.1895	0	5	3	31	0.2	2.5	5
Limit:		25		30		1.0		400

Utility								
Month	Super-natent	Methane Used	Methane Flared	Natural Gas	City Water	Ferric	Rain	Electricity
	gal	ft <sup>3</sup>	ft <sup>3</sup>	ft <sup>3</sup>	gal	gal	in	
Jan	5969			48	908	51	1.66	
Feb	0			68	1983	59	1.23	
Mar	1			45	1127	69	4.02	
April	10890			23	1455	81	1.66	
May	1			8	2911	72	4.89	
June	17090			11	2577	65	5.10	
July	23469			22	1665	74	4.59	
Aug								
Sept								
Oct								
Nov								
Dec								
Ave	8203			32	1804	67	3.31	
Max	23469	0	0	68	2911	81	5.10	0
Min	0	0	0	8	908	51	1.23	0

Wohlt Cheese							
Month	Flow	BOD		TSS		Phos.	
	gals	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	13697	812	101	379	46	19.0	2.3
Feb	14111	664	86	324	42	18.5	2.4
Mar	15667	724	96	343	45	17.8	2.3
April	9372	453	42	159	15	13.2	1.2
May	13313	1210	133	752	82	29.4	3.2
June	12647	1216	127	693	73	33.8	3.6
July	13180	1228	138	729	83	31.9	3.7
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	13141	901	103	483	55	23.4	2.7
Max	15667	1228	138	752	83	33.8	3.7
Min	9372	453	42	159	15	13.2	1.2

Influent							
Month	Flow	BOD		TSS		Phos.	
	mgd	mg/L	lbs	mg/L	lbs	mg/L	lbs
Jan	1.3425	191	1937	168	1793	3.9	40.8
Feb	0.8851	193	1453	182	1367	4.6	34.6
Mar	2.0727	156	2445	174	2957	3.8	65.1
April	1.7818	173	2562	181	2603	3.6	52.3
May	1.2401	223	2071	337	3480	5.3	53.7
June	1.3902	177	2117	235	2774	4.2	50.2
July	1.1096	166	1619	202	1964	3.9	37.3
Aug							
Sept							
Oct							
Nov							
Dec							
Ave	1.4031	183	2029	211	2420	4.2	47.7
Max	2.0727	223	2562	337	3480	5.3	65.1
Min	0.8851	156	1453	168	1367	3.6	34.6

Hauled Waste			
Month	Holding	Septic	HSW
	Total gals	Total gals	Total gals
Jan	1,013,450	57,300	
Feb	717,200	34,700	
Mar	980,700	89,150	
April	1,052,060	309,100	
May	834,525	263,800	38,820
June	1,015,365	302,555	18,457
July	793,315	198,940	10,000
Aug			
Sept			
Oct			
Nov			
Dec			
Total:	6,406,615	1,255,545	67,277
\$/gal	0.00875	0.02000	0.02000
Total:	\$56,057.88	\$25,110.90	\$1,345.54

Ammonia	
Month	mg/L
Jan	1.6
Feb	<0.15
Mar	0.42
April	7.3
May	0.25
June	5.1
July	<.15
Aug	
Sept	
Oct	
Nov	
Dec	

Mercury		
Quarterly	Inf	Eff
	ug/L	ug/L
Jan	72.90	1.03
Feb		
Mar		
April	96.70	0.60
May		
June		
July		
Aug		
Sept		
Oct		
Nov		
Dec		
Max	96.70	1.03
Min	72.90	0.60
Limit:		1.30

Whole Effluent Toxicity	
Date:	<b>Pass</b>

ORDINANCE NO. \_\_\_\_\_  
AMENDMENT TO CHAPTER 13  
OF THE CODE OF ORDINANCES,  
CITY OF NEW LONDON, WISCONSIN

*NOW, THEREFORE, the Common Council of the City of New London, Waupaca and Outagamie Counties, Wisconsin, do ordain that Section 13.082 is created in Chapter 13 of the General Ordinances of the City of New London, Wisconsin to read as follows:*

Sec. 13.082 – Well Head Protection

(a) **Title.** This section shall be known, cited, and referred to as the “Well Head Protection Ordinance” (hereinafter, the “WHP Ordinance”).

(b) **Purpose and Authority.**

(1) The residents of the City of New London and certain residents in the surrounding town depend exclusively on groundwater for a safe drinking water supply. Certain land use practices and activities seriously threaten or degrade groundwater quality. The purpose of the WHP Ordinance is to protect the City’s municipal water supply and areas from which the City wells draw water, and to promote the public health, safety, and general welfare of the residents of the City and the surrounding town.

(2) These regulations are established pursuant to the authority granted by 42 U.S.C. § 300h-7 and Wis. Stat. §§ 62.23, 66.0415 and 281.62(2)(a)5., and pursuant to the authority granted by the Wisconsin Legislature in 1983 Wisconsin Act 410 (effective May 11, 1984), which specifically added groundwater protection to the statutory authorization for municipal planning and zoning in order to protect the public health, safety, and welfare. Areas appropriate for protection in the WHP Ordinance are established in the Well Head Protection Plan for the City of New London, Wisconsin prepared by AECOM (the “Plan”). The Plan, including the Well Head Protection Map shown as Figure 3-3 in the Plan (the “Map”), is incorporated herein by reference, and a copy is on file in the City Clerk’s office.

(c) **Permitting of New Wells within Municipal Boundaries.** All individuals and properties in the City of New London shall use a City of New London Water Utility potable water source for all uses. No new wells for residential, commercial or industrial use may be approved.

(d) **Applicability.** The regulations contained in the WHP Ordinance shall apply to land that (a) is located within the City of New London corporate limits, and (b) is located within a Well Head Protection Area for Well Nos. 1, 2, 3, 5, 6, 7, and 8 as shown on the Map.

(e) **Well Head Protection Area.**

(1) Definition. A Well Head Protection Area is the surface or subsurface area surrounding wells or well fields that supply the New London public water system through which contaminants are reasonably likely to move forward or reach a particular municipal well.

(2) Establishment. Well Head Protection Areas are hereby established

consisting of well head protection zones in which land uses are regulated. The Well Head Protection Areas for Well Nos. 1, 2, 3, 5, 6, 7, and 8 are shown on the Map. The regulations of this WHP Ordinance overlay the regulations for the underlying zoning district designated for the area. Whenever the regulations in the Well Head Protection Area and the underlying zoning district conflict, the more restrictive regulation shall apply.

**(f) Uses within a Well Head Protection Area.**

(1) Prohibited Uses. Well heads shall be adequately separated from potential sources of contamination and, therefore, the following uses are prohibited in the Well Head Protection Areas for Well Nos. 1, 2, 3, 5, 6, 7, and 8:

a. Any use that violates the minimum separation distances identified in Wis. Admin. Code NR § 811.12(5)(d). Any future amendments, revisions or modifications to Wis. Admin. Code NR § 811.12(5)(d) are intended to be made part of and adopted in this Article VI.

b. All other uses prohibited in a Well Head Protection Area by federal or state laws or regulations.

(2) Permitted Uses. Any use of property that does not constitute a prohibited use under subsection (1) is permitted in the Well Head Protection Areas for Well Nos. 1, 2, 3, 5, 6, 7, and 8, so long as the use complies with the regulations applicable to the underlying zoning district of the New London Zoning Code, as amended from time-to-time by the New London Common Council. (3) Non-conforming

Uses. The continued lawful use of a building, premises, structure or fixture existing at the time of the adoption of the WHP Ordinance shall not be prohibited although the use does not conform to the WHP Ordinance. Non-conforming uses shall be governed by Wis. Stat. § 62.23, as amended from time to time. Costs incurred for improvements made to a non-conforming use that facilitate or enhance groundwater protection shall not be considered when determining whether the total structural repairs or alterations in a nonconforming building, premises, structure or fixture during its life exceed 50 percent of the assessed value of the building, premises, structure or fixture. The City, in its sole discretion, shall determine which improvements facilitate or enhance groundwater protection and identify the costs for said improvements. In addition, the following requirements apply to the owner of the property on which there is a nonconforming use:

a. The owner shall provide copies of all federal, state, and local facility operation approvals or certificates to the City Director of Public Works.

b. The owner shall provide all ongoing environmental monitoring results to the City Director of Public Works.

c. The owner shall provide additional environmental or safety structures or monitoring as deemed necessary by the City, which may include, but is not limited to, storm water runoff management and monitoring.

d. The owner shall replace or expand equipment in a manner that improves the existing environmental and safety technologies already in existence.

e. The owner shall prepare and file with the City a contingency plan satisfactory to the City Director of Public Works for the immediate notification of City officials in the event of an unauthorized release of a contaminant to the ground, groundwater, or surface water within a Well Head Protection Area.

**(g) Variances.**

A request for a variance to the WHP Ordinance may be made.

**(h) Enforcement.**

(1) If any contaminants that endanger the Well Head Protection Area are released, the owner of the property causing the release, or the person or entity causing the release if the person or entity does not own property within the Well Head Protection Area, shall immediately halt the activity that caused the release and shall commence a cleanup satisfactory to the City. The owner, person or entity shall be responsible for all costs of cleanup, including, but not limited to:

a. The cost of City employees' time associated in any way with the cleanup. The cost shall be the employees' hourly rate multiplied by a factor determined by the City to represent the City's cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits provided to the employee.

b. City consultant fees associated in any way with the cleanup, including attorney and engineering fees.

c. The cost of City equipment employed.

d. The cost of mileage reimbursed to City employees attributed to the cleanup.

(2) Following any unauthorized discharge within a Well Head Protection Area, the City may require additional test monitoring and/or bonds or sureties as it deems necessary and reasonable.

(3) Penalties for noncompliance with the WHP Ordinance shall be as provided the City Code.

**(i) Severability.**

The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the WHP Ordinance shall not affect the validity of the remaining portions of the ordinance. The Common Council hereby declares that it would have enacted the remainder of the WHP Ordinance even without any such phrase, sentence, clause, or section.

*The foregoing ordinance was duly adopted by the Common Council of the City of New London at a meeting held on \_\_\_\_\_, 2020.*

CITY OF NEW LONDON

\_\_\_\_\_  
Mark Herter, Mayor  
(seal)

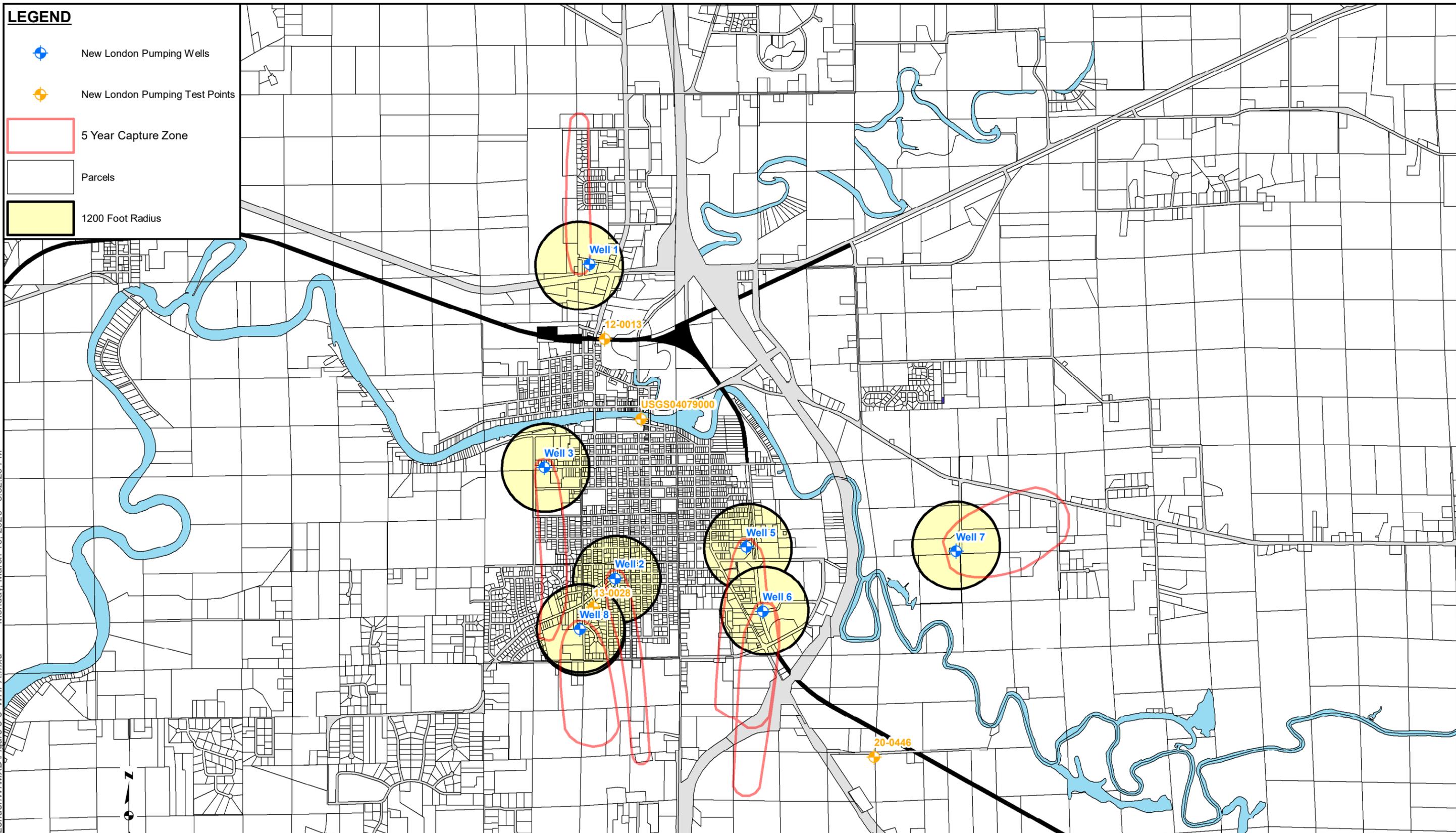
\_\_\_\_\_  
Jackie Beyer, City Clerk

ENACTED: \_\_\_\_\_

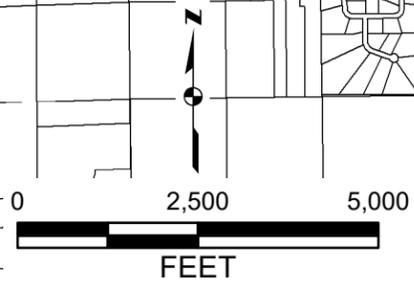
PUBLISHED: \_\_\_\_\_

**LEGEND**

-  New London Pumping Wells
-  New London Pumping Test Points
-  5 Year Capture Zone
-  Parcels
-  1200 Foot Radius



C:\data\Projects\NewLondon\WIMXD\Figure 3-3 WHPA.mxd Monday, March 16, 2020 - 3:52:26 PM



**FIGURE 3-3**  
**NEW LONDON WATER SUPPLY**  
**WELLS 1, 2, 3, 5, 6, 7 AND 8 WHPAs**  
**NEW LONDON, WISCONSIN**

**ATV/UTV ORDINANCE 2020 DRAFT 1**

**A RESOLUTION ADOPTING ORDINANCE 00000, NAMED THE  
ALL-TERRAIN VEHICLE AND UTILITY VEHICLE ROUTE AND OPERATION  
ON ROADWAYS WITHIN THE CITY OF NEW LONDON ORDINANCE.**

**WHEREAS**, the people of the state of Wisconsin, represented in the senate and assembly authorized all-terrain vehicle and utility vehicle routes and operation on roadways throughout the state of Wisconsin; and

**WHEREAS**, New London residents, businesses, and tourists desire to be able to operate all-terrain vehicles and utility vehicles on city roads; and

**WHEREAS**, under WI SS 23.33(11)(am)4 a city may enact an ordinance authorizing the operation of all-terrain vehicles and utility terrain vehicles on a highway that has a speed limit of 35 miles per hour or less and is located within the territorial boundaries of the city.

**WHEREAS**, since 2017, all-terrain vehicle and utility vehicle use has so grown throughout the State of Wisconsin, which has resulted in many municipalities having opened their municipal roads to all-terrain vehicle and utility vehicle operation and use; and.

**WHEREAS**, under the provisions of §23.33 of the Wisconsin State Statutes, the city is authorized to enact ordinances regulating all-terrain vehicles and utility terrain vehicles on all-terrain vehicle routes designated by the city; and

**WHEREAS**, the city supports this recreational opportunity; and

**WHEREAS**, the Common Council c supports the safe, proper, and regulated use of all-terrain vehicles and utility terrain vehicles on City roadways; and

**NOW THEREFORE BE IT RESOLVED**, that the Common Council of New London, Wisconsin do ordain as follows and adopts Section 00000, effective immediately upon signature of the Mayor and publication by the City Clerk. Section 00000 of the Municipal Code of Ordinances for the city of New London, Wisconsin is hereby created to read as follows:

**MUNICIPAL CODE OF ORDINANCES SECTION 00000**

- (1) Title. The title of this ordinance is the City of New London All-Terrain/Utility Terrain Vehicle Use ordinance.
- (2) Purpose. The purpose of this ordinance is to establish all-terrain and utility terrain vehicle routes in the City of New London and to regulate the operation of all-terrain and utility terrain vehicles in the City of New London.
- (3) Authority. The City Council of the City of New London, Waupaca/Outagamie County, Wisconsin, has the specific authority to adopt this All-Terrain and Utility Vehicle Ordinance under s. 23.33(8)(b) and (11), Wis. Stats.
- (4) Definitions. For this Ordinance, the following definitions shall be used. Words used in the present tense include the future; the singular number includes the plural number; and the plural number includes the singular number. The words “shall”, “will”, and “must”

are always mandatory. The words “may” and “should” are discretionary terms. The masculine shall include the feminine. Terms not defined in this section, shall be interpreted based on common usage.

- (a) All-Terrain Vehicle (ATV): means a commercially designed and manufactured motor driven device that has a weight, without fluids, of 900 pounds or less, has a width of 50 inches or less, is equipped with a seat designed to be straddled by the operator, and travels on 3 or more low-pressure tires or non-pneumatic tires.
  - (b) City: means the City of New London, the City Council, Common Council, or any other City of New London official(s) or agent authorized by the City Council to act on behalf of the City of New London.
  - (c) Utility Terrain Vehicle (UTV): means any of the following:
    - 1. A commercially designed and manufactured motor driven device that does not meet federal motor vehicle safety standards in effect on July 1, 2012, that is not a golf cart, low-speed vehicle, dune buggy mini-truck, or tracked vehicle, that is designed to be used primarily off a highway, and that has, and was originally manufactured with, all the following:
      - a. A weight, without fluids, of 2,000 pounds or less.
      - b. Four or more low-pressure tires or non-pneumatic tires.
      - c. A steering wheel.
      - d. A tail lights.
      - e. A brake lights.
      - f. Two headlights.
      - g. A width of not more than 65 inches.
      - h. A system of seat belts, or a similar system, for restraining each occupant of the device in the event of an accident.
      - i. A system of structural members designed to reduce the likelihood that an occupant would be crushed as the result of a rollover of the device.
    - 2. A commercially designed and manufactured motor driven device to which all of the following applies:
      - a. It has a weight, without fluids, of more than 900 pounds but not more than 2000 pounds.
      - b. It has a width of 50 inches or less.
      - c. It is equipped with a seat designed to be straddled by the operator.
      - d. It travels on 3 or more low-pressure tires or non-pneumatic tires.
- (5) Designation of All-Terrain and Utility Terrain Vehicle Routes. Pursuant to s. 23.33(4)(d)4., Wis. Stats., except as otherwise provided in s. 23.33(4), Wis. Stats., no person may operate an all-terrain or utility terrain vehicle on any road, freeway, or highway in the City, except on those roadways that are designated as all-terrain and utility terrain vehicle routes by this ordinance.
- (a) All streets in the City of New London are open to ATVs/UTVs except the following:  
CHT S/ Mill St (south of Beckert Rd) N. Shawano St. (north of Partridge Dr.)  
HWY 45, STH 54/Fairview Dr., N. Shawano St (from N. Water St to Partridge Dr.) is point to point travel only.

- (b) The route(s) does not include public properties, City-owned parks, School District property, etc. except for those with designated parking areas where motorized vehicles normally park. ATV/UTV operators must receive permission from the New London School District to utilize parking lots on school district properties.
  - (c) The routes do not include private roads or driveways nor any private property in the City. The City or Chief of Police shall retain the right to close any City street to ATV/UTV operation for special events or street construction/repair without notice.
- (6) Route Restrictions.** Pursuant to s. 23.33(8)(d), Wis. Stats, the following restrictions are placed on the use of the City all-terrain and utility terrain vehicle routes designated by this ordinance. Routes shall be marked with uniform all-terrain and utility terrain vehicle route signs in accordance with s. NR 64.12(7), Wisconsin Administrative Code. No person may do any of the following regarding signs marking City ATV/UTV routes unless authorized to do so.
- (a) Intentionally remove, damage, deface, move, or obstruct any uniform all-terrain and utility vehicle route or trail sign or standard or intentionally interfere with the effective operation of any uniform ATV/UTV route or trail sign or standards if the sign or standard is legally placed by the State, any municipality, or any authorized individual.
  - (b) Possess any uniform ATV/UTV route or trail sign or standard of the type established by the City for the warning, instruction, or information of the public, unless he or she obtained the uniform ATV/UTV route or trail sign or standard in a lawful manner. Possession of a uniform all-terrain and utility terrain vehicle route or trail sign or standard creates a rebuttable presumption of illegal possession.
- (7) Maintenance of All-Terrain and Utility Terrain Vehicle Routes.**
- (a) Designation of segments of the City road system as ATV/UTV routes does not impose upon the City a greater duty of care or responsibility for maintenance of those segments than for any other segment of City road.
  - (b) Operators of ATV/UTVs on City roads assume all the usual and normal risks of ATV/UTV operation.
  - (c) The City accepts no liability for the operation of ATVs/UTVs on any city streets under the provisions of this ordinance.
- (8) Operation of All-Terrain and Utility Vehicles.**
- (a) Operation shall be subject to all provisions of s. 23.33, Wis. Stats., which is adopted as a part of this ordinance by reference, pursuant to s. 23.33(11), Wis. Stats.
  - (b) Operators must abide by all traffic laws unless further restricted by this Ordinance.
  - (c) Operators will be held to the same enforcement, expectations, permissions, penalties, restrictions, in addition to all other standards adopted by Wisconsin. Statues., which apply to the offense of driving a motorized vehicle under the influence of alcohol, drugs, and/or other chemical agents which impair an operator's safe use of a motorized vehicle, including but not limited to s. 346.63, Wis. Stats., Operating under influence of intoxicant or other drugs.

- (d) The speed limit for ATVs and UTVs shall be established at not greater than 35 (thirty-five) miles per hour or the speed limit for automobiles, whichever is lower, on all segments of City roads designated as ATV/UTV route.
- (e) ATVs/UTVs may be operated on paved surfaces only, unless yielding the right of way.
- (f) All ATV/UTV operators shall ride single file.
- (g) No ATV/UTV may be operated on any designated route(s) without fully functional Headlights (turned on), tail-lights, and brake lights.
- (h) No ATV/UTV may be operated on any designated route(s) between the hours of 10:00 p.m. and 6:00 a.m. daily, unless a different restriction on hours of operation has been specified by the City and notice of the same is duly posted on the segment. Routes will be closed from December 15<sup>th</sup> -April 1<sup>st</sup>. ATVs/UTVs but may still be used for plowing snow.
- (i) All ATV/UTV operators shall ride on the right-hand side of the paved portion of the highway, unless making a left turn. Operation on the gravel shoulders, grassy in-slope, ditches, or other highway right-of-way is prohibited, unless yielding right of way.
- (j) No ATV/UTV may be operated on any designated ATV/UTV route if the ATV/UTV does not meet all applicable Federal noise and air pollution standards.
- (k) No person under the age of sixteen (16) may operate an ATV/UTV on any segment of City road which is a designated ATV/UTV route unless accompanied by an adult.
- (l) No person under the age of eighteen (18) may operate an ATV/UTV on any designated route unless wearing approved protective head gear.
- (m) No person may operate a ATV/UTV with a passenger if the vehicle is not intended for a passenger. 23.33 (3) (em) With Except as provided in sub. (11m), with a passenger riding in or on any part of a an all-terrain vehicle or utility terrain vehicle that is not designed or intended to be used by passengers while the all-terrain vehicle or utility terrain vehicle is being operated on an all-terrain vehicle route, all-terrain vehicle trail, or roadway as authorized in this section.

**(9) Licensing, Insurance, and Registration.**

- (a) *Driver's License.* Every person who operates an ATV/UTV on a segment of City road which is designated as an ATV/UTV route shall have in his or her immediate possession a valid motor vehicle operator's license and shall display the license document upon demand from any law enforcement officer or official described in s. 23.33(12), Wis. Stats.

Reference s. [23.33\(12\)](#), Wis. Stats. regarding All-terrain vehicles and utility terrain vehicles, Enforcement.

Reference s. [346.04](#), Wis. Stats. regarding Obedience to traffic officers, signs/signals; fleeing from officer.

- (b) *Insurance.* Every person who operates an ATV/UTV on a segment of City road which is designated as an ATV/UTV route, and/or every ATV/UTV operated on a segment of City road which is designated as an ATV/UTV route, shall carry liability, and/or other

insurances consistent with Wisconsin state law for the operation of a motorized vehicle.

Reference s. [344.62](#), Wis. Stats. regarding Motor vehicle liability insurance required.

**(10) Disturbing of the Peace, and Nuisance activities**

(a) Cruising prohibited. No person shall, while operating an ATV or UTV, engage in the practice of cruising on any authorized road. Cruising is defined as running all or part of the length of a roadway multiple times, per day, back and forth, for any purpose other than departing or arriving at their residence, or place of lodging, or departing or arriving, at a public boat landing. ATV/UTV travel should be limited to going from point A to point B in a direct route.

(b) Exhaust system/Muffler modifications prohibited. No person shall operate on a City route any ATV/UTV unless such ATV/UTV is equipped with an adequate muffler in constant operation and properly maintained to prevent any excessive or unusual noise or annoying smoke.

Reference s. [347.39\(1\)](#) Wis. Stats.

(c) Radios or the electric sound amplification devices: No person may operate or park, stop or leave standing an ATV/UTV vehicle while using a radio or other electric sound amplification device emitting sound from the vehicle that is audible under normal conditions from 75 feet or more, unless the electric sound amplification device is being used to request assistance or warn against an unsafe condition.

Reference s. [346.94\(16\)](#), Wis. Stats.

(d) Use of trailers or sleds prohibited. No person shall operate an ATV /UTV upon any street within the city with any person, trailer or sled attached or trailing said vehicle, unless it is designed for such activities. Anyone operating such conveyance in an unsafe or reckless manner shall be deemed in violation of this section.

**(11) Enforcement.**

(a) This ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the state of Wisconsin. A copy of this ordinance shall be sent by the City Clerk, to the New London Police Department, the Waupaca and Outagamie County Sheriff's Department, and the Department of Natural Resources, and any other law enforcement agency serving the City of New London's jurisdiction.

(b) As a substitute for or in addition to forfeiture actions, the City attorney may, on behalf of the City, seek enforcement of any and all parts of this ordinance by court actions seeking injunction orders or restraining orders and/or pursuing nuisance actions against the violator.

Reference s. [23.33\(12\)](#), Wis. Stats. regarding All-terrain vehicles and utility terrain vehicles, Enforcement.

Reference s. [346.04](#), Wis. Stats. regarding Obedience to traffic officers, signs/signals; fleeing from officer.

**(12) Penalties.** The penalties under s. [23.33\(13\)\(a\)](#), Wis. Stats. are adopted by reference.

**(13) Severability.** Should any portion of this ordinance be declared unconstitutional, or invalid

by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Reference s. 00000., New London Code of Ordinances regarding Severability

CITY OF NEW LONDON, a Municipal Corporation of the State of Wisconsin.

By: \_\_\_\_\_  
Mark Herter, Mayor

By: \_\_\_\_\_  
Attorney Earl Luaders City Attorney

CERTIFICATE

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF WAUPACA        )

I, Jackie Beyer, Clerk of the City of New London, do hereby certify that the foregoing resolution was duly adopted at a meeting of the Common Council of the City of New London, held at City Hall on the \_\_\_ of \_\_\_, 2020 at 7:00 p.m., the vote on the resolution being \_\_\_ Aye and \_\_\_ Nay, and published online on the 00<sup>th</sup> day of October, 2020.

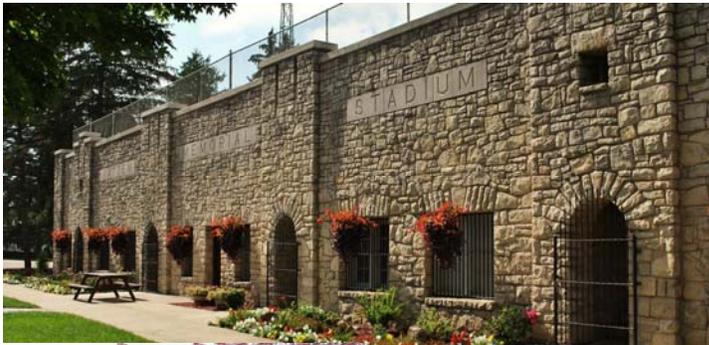
City Clerk  
City of New London, Waupaca County, Wisconsin

# Proposal Agreement



## Design of N Water Street Shawano Street to Pearl Street

CITY OF NEW LONDON | WI



JULY 2020

**McMAHON**  
ENGINEERS ARCHITECTS

PROPOSAL  
DESIGN OF N WATER STREET  
SHAWANO STREET TO PEARL STREET

PREPARED FOR THE  
CITY OF NEW LONDON

PREPARED BY  
McMAHON ASSOCIATES, INC. | NEENAH, WI



## Table of Contents

LETTER OF TRANSMITTAL

PROPOSAL AGREEMENT

- ◆ Statement of Understanding
- ◆ Scope of Services
- ◆ Items Not Included in the Scope of Services
- ◆ Responsibilities of the City of New London
- ◆ Project Schedule
- ◆ Compensation

JULY 2020



July 23, 2020

City of New London  
Municipal Building  
215 N. Shawano Street  
New London, WI 54961

Re: Proposal Agreement  
N. Water Street | Shawano Street to Pearl Street  
McM. No. M0032-9-20-00002

McMahon Associates, Inc. is pleased to submit this Proposal Agreement to provide Professional Services to the City of New London for the Design of N. Water Street from Shawno Street to Pearl Street. We have developed our proposed Scope of Services for this project based upon information provided by the City, previous work we have completed, and our experience in providing design services on similar projects.

This Proposal Agreement includes our Statement of Understanding, Scope of Services, Items Not Included in the Scope of Services, Responsibilities of the City of New London, Project Schedule, Compensation, and McMahon Associates, Inc.'s General Terms & Conditions.

We thank you for your interest in McMahon Associates, Inc. and look forward to working with you and being of service to the City of New London on this project.

Repectfully

McMahon Assocaies, Inc.

Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

MRS:car

# Proposal Agreement

## For Professional Engineering Services

### Statement of Understanding

The City of New London, Waupaca County, Wisconsin has received Federal STP-Urban Funding for the reconstruction of N. Water Street from Shawano Street to Pearl Street. The length of the proposed project is approximately 0.30 miles.

N. Water Street is functionally classified as a principal arterial and serves as the primary east-west roadway for accessing the City of New London's Downtown Central Business District. The primary need for this project is the deterioration of the existing aboveground and underground infrastructure within the N. Water Street corridor. In order to minimize disruptions to the local business community, the City has been delaying planned improvements to the underground utilities until the roadway itself could be reconstructed. The intent is to confine the construction of all improvements to a single construction year. In addition, the combination of businesses and local parks that abut the project results in significant pedestrian traffic within the corridor in addition to vehicle traffic. The City is proposing to make improvements that will benefit all users of the facility.

The purpose of the proposed project is to address the following deficiencies:

### Pavement

The existing concrete pavement was last reconstructed in 1951 and has since been maintained with a series of HMA overlays since that time, with the last overlay occurring in 2004. There are numerous patches throughout the corridor where utility repair work has taken place. The existing pavement is approaching the end of its useful life and is in need of replacement

### Underground Facilities

- Storm Sewer – Large sections of the existing storm sewer has been in place since 1939, with other portions installed when the roadway was last reconstructed in 1951. Additional spot improvements were made in 1971. The existing system does not meet current design standards and has exceeded its useful life. The system will be replaced as part of the roadway reconstruction project. Private storm sewer laterals will also be installed to each property as a non-participating item.
- Sanitary Sewer – The existing system has been in-place since 1927 and has exceeded its useful life. The City plans to remove and replace the existing system including all private laterals as part of a separate locally let project. These improvements are needed to ensure that adjacent properties continue to have sewer service.
- Water Main – The existing system has been in-place since the 1930's and 1940's and has exceeded its useful life. Several of the existing private laterals consist of lead pipes which pose a public health hazard. The City plans to remove and replace the existing system including all private laterals as a separate

locally let project. These improvements are needed to ensure that adjacent properties continue to have a safe drinking water supply.

- Street Lighting – The existing lighting system is in poor condition and in need of replacement. The underground component of the existing system has been failing with frequent repairs needed in recent years. The replacement lighting will be LED. The conversion to LED will decrease long term operational costs for the City while increasing visibility. The new lighting will be constructed as part of the project.

## Pedestrian and Traffic Improvements

- Traffic Signal Improvements – The intersections of N. Water Street & Shawano Street, and N. Water Street & Pearl Street are existing signalized intersections. These signals were installed in the early 1980's and are pretimed. The intent is to remove the existing traffic signals and controllers and replace them with a traffic actuated system to improve the traffic flow in the Downtown area.

The Water Street/Shawano Street intersection currently has pedestrian signal faces button pedestrian push buttons. Only one of the four crosswalks at Water Street/Pearl Street has pedestrian signal faces with no pedestrian push buttons provided. Pedestrian signal faces and pedestrian push buttons will be provided for each crosswalk at each of the signalized intersections.

- Pedestrian Crossing at Lincoln Court – The N. Water Street crosswalk at Lincoln Court is a primary pedestrian crossing in the Downtown area. This crossing leads to public parking areas as well as the movie theater entrance. The City has been placing portable 'Yield to Pedestrians' signs at this crossing over the years but they have been difficult to maintain as they are frequently knocked over by vehicles. The City is proposing to install pedestrian actuated Rectangular Rapid Flashing Beacons (RRFB's) at this location.
- ADA Improvements
  - ▼ Curb Ramps – The existing curb ramps do not meet current ADAAG requirements for slope and do not have detectable warning fields. Existing ramps are located at the center of the curb radius (Type 1 ramps) at all intersections which have the disadvantage of directing pedestrians away from the marked crosswalk and towards the center of the intersection. The project will construct Type 2 curb ramps where feasible.
  - ▼ Sidewalk Cross Slopes – The existing sidewalk at various locations within the Water Street corridor exceeds the ADAAG maximum of 2% cross slope. The project will reconstruct all sidewalk to meet ADAAG requirements.
- Urban Clear Zone Improvements
  - ▼ Removal of Street Trees – Existing street trees within the Water Street corridor are in poor condition, and the location of some trees restrict the pedestrian corridor width. The project will remove all street trees. The City is proposing to replace the trees with portable planters as part of a separate locally let project.

- ▼ Signs – The existing sign posts do not meet break-away criteria. These sign posts will be replaced with break-away posts as part of the project.
- Bicycle Accommodations – The store fronts of most existing businesses are located at the right-of-way line with concrete sidewalk between the buildings and the back of curbs. The location of the buildings, along with parking on both sides of the street, eliminates the possibility for bike lanes. The project will provide bicycle accommodations by maximizing the pavement width between the travel and parking lanes to the extent practical. The existing inlet grates are not considered bicycle safe. All inlets will be removed and replaced as part of the project and will include bicycle-safe inlet grates.

## Scope of Services

McMahon Associates, Inc. proposes the following Scope of Services for the project:

### Surveys

Detailed surveys will be completed in accordance with the Wisconsin Department of Transportation (WisDOT) Facilities Development Manual (FDM) for development of the roadway and structure plans. These surveys include the following:

- Engineering/Control Survey – Includes topography, cross sections at 50 foot intervals, public utility locates after Diggers Hotline has completed their field markings, and general drainage information. Horizontal and vertical control points will also be established and set prior to final plan completion.
- Right-of-Way Survey – Includes locating existing survey monuments, adjacent property corner pins and section corners in order to establish the existing right-of-way location. This information will be used to develop the existing right-of-way and reference line for plat preparation.

### Right-of-Way Plat and Acquisition

It is anticipated that the project will require the acquisition of Temporary Limited Easements (TLE's) along both sides of the roadway for the full length of the project (anticipated parcels = 59). In addition, fee right-of-way acquisition may be required at some of the side street intersections. A traditional right-of-way plat will be prepared in accordance with FDM Chapter 9 – Surveying, FDM Chapter 12 – Right-of-Way Plats, FDM Chapter 15 – Plan Preparation, and the WisDOT Guide to Utility Coordination.

McMahon Associates, Inc. will perform 59 record searches needed to determine the property line locations and current ownership. This information is adequate for the acquisition of TLE's.

The City will contract separately with a title company to provide the 60 Year Title Reports as required for parcels with fee acquisition and/or Permanent Limited Easements (PLE's) and current ownerships for the project. McMahon Associates, Inc. will solicit proposals from several local title company's on behalf of the City and will coordinate with the selected title company throughout the right-of-way plat preparation process.

Right-of-way and easement descriptions will be provided for the affected parcels of land and interests to be acquired for the project. Descriptions will be in accordance with the provisions set forth in Chapter 12 of the FDM. (Assumes one TLE, PLE or fee acquisition per parcel with a total of 59 parcels.)

Prepare a Relocation Order and file document with the City and County Clerks offices.

Provide signed and sealed copies of the right-of-way plat to the City of New London Public Works Department, WisDOT and Waupaca County Clerk's office.

McMahon Associates, Inc. will field locate and temporarily mark (one time) the new road right-of-way boundaries including all fee acquisitions, PLE's and TLE's for the road, in a manner which will facilitate the appraisal of all affected parcels and relocation of affected utilities.

Setting of the final monuments for the new road right-of-way points, as depicted on the traditional right-of-way plat, are typically installed after construction. This is because they will likely be disturbed during construction. After the construction of the project is completed, McMahon Associates, Inc. will provide a separate proposal for setting the final right-of-way monuments.

The City will contract separately with a right-of-way negotiator and appraiser to acquire property on behalf of the City. McMahon Associates, Inc. will solicit proposals from right-of-way negotiator's on behalf of the city and will coordinate with the selected negotiator throughout the acquisition phase of the contract.

## Reports

The WisDOT requires the preparation of a series of reports as part of the design process. These reports need to be completed in accordance with the WisDOT FDM. The reports McMahon Associates, Inc. will prepare include the following:

- Design Study Report
- Pavement Type Selection Report with Life Cycle Costs Analysis
  - ▼ A geotechnical investigation will be required for the pavement design and bridge extension design. McMahon Associates, Inc. will solicit proposals from various geotechnical firms to provide this service. The selected firm will contract directly with the City.
- Traffic Management Plan
- Request for Exceptions to Design Standards
- Encroachment Report
- A traffic forecast request for the project will be submitted to East Central Wisconsin Regional Planning Commission (ECWRPC). ECWRPC will prepare the traffic forecast.

## Environmental Documentation and Agency Coordination | N. Water Street Only

The environmental document is anticipated to be a Categorical Exclusion (CEC). The environmental document will include the following:

- Evaluate the impact of the project on the following areas:
  - ▼ Hazardous Materials Sites - Conduct a Phase I investigation in accordance with the WisDOT FDM.  
  
This Proposal Agreement does not include Phase II, III, or IV Site Assessments. If these assessments are required, this will be done by the WisDOT's statewide consultant. These phases are required if contamination is found or suspected.
  - ▼ Wetlands – Evaluate the project area for existing wetlands that may be impacted by the project. Perform wetland delineations and reports as required.
  - ▼ Community or Residential – The impact, if any, will be identified.
  - ▼ Commercial and Industrial – The impact, if any, will be identified.
  - ▼ Air Quality – For the purpose of this Proposal Agreement, it is assumed that this project is exempt in accordance with Wisconsin Administrative Code NR 411, and no Indirect Source Permitting or Air Quality Modeling will be required.
  - ▼ Noise – Since this project does not include the addition of driving lanes, a separate traffic noise analysis will not be required for this project.
  - ▼ Historical and Archeological – As part of the Section 106 Evaluation required for the project, surveys will be required by qualified historians and archaeologists. McMahon Associates, Inc. has obtained proposals from Heritage Research, LTD (architectural history) and Archaeological Research, Inc. (archaeology) to provide these services. Both firms will contract directly with the City. Refer to proposals for Heritage Research, LTD and Archaeological Research, Inc. McMahon Associates, Inc. will coordinate with these firms throughout the design process.
  - ▼ Section 4(f) and Section 6(f) Evaluations – Review the project for impacts to properties protected under Section 4(f) and Section 5(f). If these properties exist on the project, a separate proposal will be submitted for the evaluation and reports required per the WisDOT FDM.

## Hydraulic Design of Storm Sewer

Proposed storm sewer within the project limits will be designed in accordance with the WisDOT FDM.

- Develop preliminary storm sewer layout based on proposed street layout/typical section.
- Review televising report and condition of existing storm sewer outfalls to the Wolf River
- Delineate drainage areas to each storm sewer inlet within the project limits, including off-site areas that drain through the project.

- Field verify drainage areas and confirm boundaries with City.
- Prepare Drainage Basin Overview Figure
- Provide storm sewer design calculations for the 10-year frequency, with a 25-year check.
- Complete Drainage WisDOT Stormwater-Drainage-WQ Report Spreadsheet for 30%, 60%, and 90%.

### Utility Coordination

Coordination with public utility companies will occur at initial project conception, submittal of Design Study Report and completion of final plans.

Coordination will consist of notifying utilities about the project, requesting information concerning existing utility locations, and requesting a proposed work plan for making any modifications to their facilities. The compensation is based on two meetings with utilities. Additional meetings will be held on an as-needed basis.

### Project Administration / Meetings / Public Involvement

Meet with City Staff, when necessary, to review and discuss project design concepts and progress.

The compensation for this project is based upon attending one Kick-Off Meeting, three Design Meetings (30%, 60% and 90% reviews), and two Public Involvement Meetings. Three additional meetings with the City, local agencies, property owners, etc., will be held on an as-needed basis.

### Agency Coordination | Wisconsin DNR and Army Corps of Engineers

- Wisconsin Department of Natural Resources (DNR) / WisDOT
  - ▼ Since the project has WisDOT local program oversight, the project will be subject to review through the Wisconsin DNR/WisDOT cooperative agreement. As such, any wetland or waterway impacts will be permitted through a review process by the local transportation liaison.
  - ▼ If storm sewer outfalls are replaced and are larger than 24-inches in diameter, a DNR outfall permit may be required.
  - ▼ An initial information request form will be submitted to the transportation liaison to discuss possible wetland/waterway impacts early on in the design process.
  - ▼ If wetland mitigation is required, the City may be able to buy into a wetland mitigation bank, which is established for most watersheds in the state.
  - ▼ After 60% to 90% plans are complete, the transportation liaison will issue a final concurrence letter to approve any planned wetland/waterway impacts.

- Section 401 Certifications – Evaluate the effects of the project on water quality in accordance with Wisconsin Administrative Code Trans 400. Request for and obtain a 401 Water Quality Certification for the project from the Wisconsin DNR. This project is covered by the Wisconsin DNR/WisDOT Cooperative Agreement.
- Section 404 Permits – Evaluate the potential for discharge of fill materials into the waters of the United States. A Section 404 Permit is anticipated and is included as part of this Proposal Agreement.

## Road Plans

During the design phase of this project, McMahon Associates, Inc. will prepare construction plans in accordance with the WisDOT FDM. The plans will consist of the following:

- Title Sheet
- Typical Cross Sections and General Notes
- Special Construction Details As Required
- List of Standard Detail Drawings
- Miscellaneous Quantities
- Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- Computer Earthwork Data (including earthwork quantities)
- Cross Sections at a Minimum of 50 Foot Intervals
- Traffic Control Plan
  - ▼ The Compensation Section of this Proposal Agreement is based on m preparing a full construction staging plan for maintaining all traffic during construction.
- Erosion Control Plan
- Pavement Marking & Permanent Signing Plan
- Traffic Signal Plans for Two Intersections
- Street Lighting Plan for the Corridor
- Detour Plan

## Plans, Specifications and Estimates

McMahon Associates, Inc. will prepare and submit to the WisDOT the required Plans, Specifications and Estimates (PS&E) for review and approval. Required exhibits include the following:

- Final Engineering Estimate
- Plan Letter
- Sample Proposal
- Utilities Status Report
- Contract Times Analysis
- Special Provisions
- Right-of-Way Plat, Relocation Order and Supporting Documents
- Recommendation to the governor
- Final Construction Plans

The road plans and PS&E for the project will be designed and prepared in accordance with the WisDOT FDM, which is current at the submittal date of this Proposal Agreement. Any additional services that may be required, due to changes in this Manual that may occur after the submittal date, will be provided in accordance with the current Fee Schedule.

## Post Advertisement Activities

- Answer inquiries from contractors.
- Preparation of Addenda, if required
- Attend Pre-Construction Meeting

## Items Not Included in the Scope of Services

- Phase II, III, or IV Site Assessments (Hazmat) – Identified in this Proposal Agreement as extra work.
- Section 4(f) or 6(f) Evaluations – Identified in this Proposal Agreement as extra work.
- Final Monumentation for the New Road Right-of-Way Points – Identified in this Proposal Agreement as extra land surveying.
- Stormwater Management Plans – This project consists of reconstructing an existing urban street. Post construction stormwater management is not anticipated.

- Seawall reconstruction/structural design due to new storm sewer outfalls.
- Private utility locates.

## Responsibilities of the City of New London

The Scope of Services and estimated fees are based upon the understanding that the City will provide the following:

- Copies of all subdivision plats, Certified Survey Maps (CSM's), site plans and private surveys along the route, which the City may have on file.
- Provide record drawings of the existing roadway, storm sewer, sanitary sewer, water main, and street lighting. Provide any site plans or record drawings to determine where roof tops drain for properties that abut the project.
- Televising existing storm sewer, including outfalls to river. Purpose is to determine the condition of the outfall pipes if they end up being sized appropriately and determine existing storm lateral locations.
- Provide a location for the Public Informational Meetings and send notices to all interested parties.
- Permit and approval fees, if needed.
- Contract separately with the selected geotechnical, historical, archaeological, title company and right-of-way negotiation and appraisal consultants, as needed.

## Project Schedule

McMahon Associates, Inc. is prepared to begin this project immediately upon authorization to proceed.

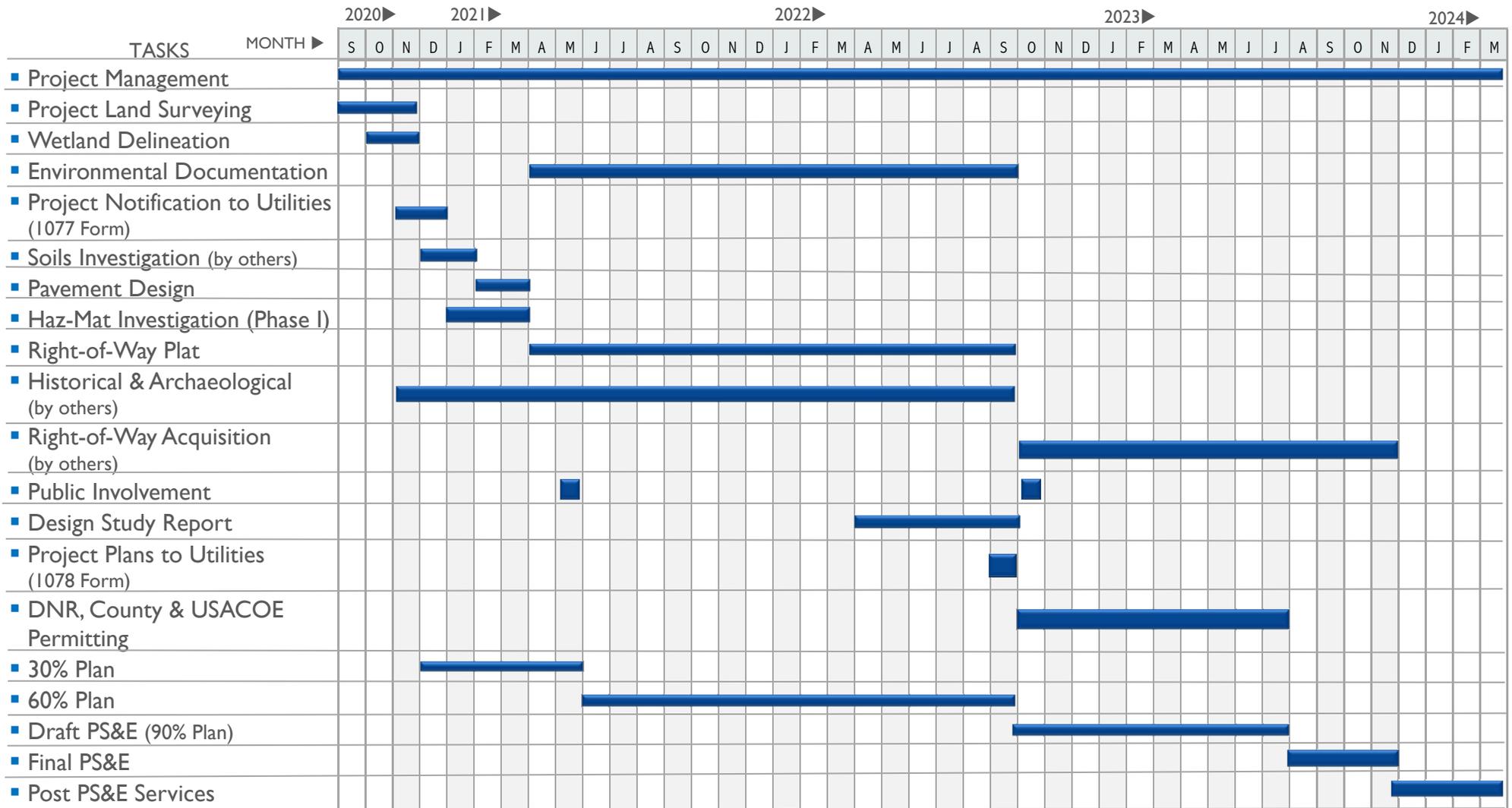
The Project Schedule will be based upon a March 2024 bid letting for 2025 construction. To meet this deadline, a November 2023 PS&E due date (to the State of Wisconsin DOT Office in Madison) is required. Refer to the attached schedule.

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# Design of N. Water Street Shawano Street to Pearl Street

## ESTIMATED SCHEDULE



## Compensation

### N. Water Street

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following Compensation:

TASK	ACT. CODE	HOURS	FEE
Survey – General	729	120	\$14,000
Preliminary Design – General	741	135	\$14,667
Finalize Design Elements	742	160	\$15,440
Public Involvement	742	60	\$8,400
Design   Right-of-Way   Plats Development	745	198	\$23,100
Project Development   Utilities	746	80	\$8,000
Meetings	747	160	\$22,400
Design   Reports	748	190	\$26,850
Hazardous Materials Summary   Phase I	765	32	\$3,000
Environmental Documents   General	767	170	\$29,240
Wetland Investigation	798	16	\$1,500
Project Management	771	160	\$27,520
Preliminary Design   Geometrics	776	70	\$7,560
Preliminary Design   Drainage	778	131	\$16,675
Computer Quantities & Details	786	241	\$22,973
Traffic Control   TC Plan & Detour Plan	788	160	\$15,180
Street Lighting	830	110	\$15,000
Traffic Signal Plans	785	120	\$17,760
Final Design   Drainage	789	65	\$8,325
PS&E	794	206	\$20,703
Post PS&E	790	16	\$1,728
<b>TOTAL</b>		<b>2600</b>	<b>\$320,021</b>

McMahon Associates, Inc. has solicited contract proposals on behalf of the City of New London. The City will contract directly with these firms. Following is a summary of the subconsultant services required and the related fees:

SUBCONSULTANTS		
FIRM	TASK	FEE
Heritage Research	Architectural History   Phase I	\$11,746.35
Archaeological Research	Architectural History   Phase I	\$2,426.70
<b>TOTAL</b>		<b>\$14,173.05</b>

The estimated cost is based on the requirements of the WisDOT's FDM that is current at the time of this Proposal Agreement submittal and will not be exceeded without notification and approval by the City of New London.

All services will be provided in accordance with McMahon Associates, Inc.'s General Terms & Conditions, dated March 19, 2020, which is incorporated into this Proposal Agreement.

McMahon Associates, Inc. will invoice the City of New London monthly for the services described in this Proposal Agreement.

The City of New London agrees that the Statement of Understanding, Scope of Services and Compensation sections contained in this Proposal 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 Proposal Agreement, without the expressed written consent of the McMahon Group of Companies.

*[The remainder of this page was left blank intentionally.]*

To indicate acceptance of this Proposal Agreement, please sign below and return one copy to our office.

Owner:

**CITY OF NEW LONDON**

Waupaca County, Wisconsin

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Date

Engineer:

**McMAHON ASSOCIATES, INC.**

Neenah, Wisconsin



\_\_\_\_\_  
Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

\_\_\_\_\_  
July 29, 2020  
Date

- Attachments:   General Terms & Conditions  
                    Fee Schedule  
                    Reimbursable Expenses Schedule

W:\WP\PROPOSAL\M0032\19-20-00002\NEW LONDON (CITY OF)\02 – PROPOSAL AGREEMENT



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
  2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
  3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
  4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
  5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
  6. McMAHON will maintain insurance coverage in the following amounts:
 

Worker's Compensation .....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
  8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
  9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
  10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
  11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
  12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
  13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
  14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



# FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

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](mailto:MCM@MCMGRP.COM)  
Web: [WWW.MCMGRP.COM](http://WWW.MCMGRP.COM)

1700 HUTCHINS ROAD  
MACHESNEY PARK, IL 61115

Ph 815.636.9590 | Fax 815.636.9591

Email: [McMAHON@MCMGRP.NET](mailto:McMAHON@MCMGRP.NET)  
Web: [WWW.MCMGRP.COM](http://WWW.MCMGRP.COM)

952 SOUTH STATE ROAD 2  
VALPARAISO, IN 46385

Ph 219.462.7743 | Fax 219.464.8248

Email: [MCM@MCMGRP-IN.COM](mailto:MCM@MCMGRP-IN.COM)  
Web: [WWW.MCMGRP.COM](http://WWW.MCMGRP.COM)



# REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

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	\$1.00/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.

**NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS**

Street Address:  
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# Proposal Agreement



## Design of Pearl Street Beacon Street to Waupaca Street

CITY OF NEW LONDON | WI



JULY 2020

**McMAHON**  
ENGINEERS ARCHITECTS

PROPOSAL  
DESIGN OF PEARL STREET  
BEACON STREET TO WAUPACA STREET

PREPARED FOR THE  
CITY OF NEW LONDON

PREPARED BY  
McMAHON ASSOCIATES, INC. | NEENAH, WI



## Table of Contents

LETTER OF TRANSMITTAL

PROPOSAL AGREEMENT

- ◆ Statement of Understanding
- ◆ Scope of Services
- ◆ Items Not Included in the Scope of Services
- ◆ Responsibilities of the City of New London
- ◆ Project Schedule
- ◆ Compensation

JULY 2020



July 29, 2020

City of New London  
Municipal Building  
215 N. Shawano Street  
New London, WI 54961

Re: Proposal Agreement  
Pearl Street | Beacon Street to Waupaca Street  
McM. No. M0032-9-20-00002

McMahon Associates, Inc. is pleased to submit this Proposal Agreement to provide Professional Services to the City of New London for the Design of Pearl Street from Beacon Street to Waupaca Street. We have developed our proposed Scope of Services for this project based upon information provided by the City, previous work we have completed, and our experience in providing design services on similar projects.

This Proposal Agreement includes our Statement of Understanding, Scope of Services, Items Not Included in the Scope of Services, Responsibilities of the City of New London, Project Schedule, Compensation, and McMahon Associates, Inc.'s General Terms & Conditions.

We thank you for your interest in McMahon Associates, Inc. and look forward to working with you and being of service to the City of New London on this project.

Respectfully

McMahon Associates, Inc.

Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

MRS:car

# Proposal Agreement

## For Professional Engineering Services

### Statement of Understanding

The City of New London, Waupaca County, Wisconsin has received Federal STP-Urban Funding for the reconstruction of N. Water Street from Shawano Street to Pearl Street. The City also applied for the same funding for Pearl Street from Beacon Street to Waupaca Street, but the project was not selected. The City's current plan is to reconstruct both Pearl Street and Water Street during the same year.

The City is planning to submit Pearl Street for STP-Urban funding again during the next funding cycle. This application is anticipated to come out in the spring of 2021 and will need to be submitted to WisDOT in the fall of 2021. The award date for this funding is the spring of 2022. If funding is not received, the city will proceed with constructing Pearl Street as a locally funded project.

This Proposal is for the Engineering Services required to prepare a 30% plan for the reconstruction of Pearl Street. This plan will be used to assist with the next funding application. McMahon Associates, Inc. will submit another Proposal for the design services needed to complete the project once it is determined whether this will be a federally funded project or a locally funded project.

Pearl Street is functionally classified as a principal arterial south of N. Water Street and a collector north of N. Water Street. Pearl Street serves as the primary north-south roadway for accessing the City of New London's Downtown Central Business District. The primary need for this project is the deterioration of the existing aboveground and underground infrastructure within the Pearl Street corridor. In order to minimize disruptions to the local business community, the City has been delaying planned improvements to the underground utilities until the roadway itself could be reconstructed. The intent is to confine the construction of all improvements to a single construction year. The combination of businesses and local parks that abut the project results in significant pedestrian traffic within the corridor in addition to vehicle traffic. The City is proposing to make improvements that will benefit all users of the facility.

The purpose of the proposed project is to address the following deficiencies:

#### Pavement

The existing concrete pavement was last reconstructed in 1951 and has since been maintained with a series of HMA overlays since that time, with the last overlay occurring in 2004. There are numerous patches throughout the corridor where utility repair work has taken place. The existing pavement is approaching the end of its useful life and in need of replacement.

#### Underground Facilities

- Storm Sewer – Large sections of the existing storm sewer has been in place since 1939, with other portions installed when the roadway was last reconstructed in 1951. Additional spot improvements

were made in 1971. The existing system does not meet current design standards and has exceeded its useful life. The system will be replaced as part of the roadway reconstruction project. Private storm sewer laterals will also be installed to each property as a non-participating item.

- Sanitary Sewer – The existing system has been in-place since 1927 and has exceeded its useful life. The City plans to remove and replace the existing system including all private laterals as part of a separate locally let project. These improvements are needed to ensure that adjacent properties continue to have sewer service.
- Water Main – The existing system has been in-place since the 1930's and 1940's and has exceeded its useful life. Several of the existing private laterals consist of lead pipes which pose a public health hazard. The City plans to remove and replace the existing system including all private laterals as a separate locally let project. These improvements are needed to ensure that adjacent properties continue to have a safe drinking water supply.
- Street Lighting – The existing lighting system is in poor condition and in need of replacement. The underground component of the existing system has been failing with frequent repairs needed in recent years. The replacement lighting will be LED. The conversion to LED will decrease long term operational costs for the City while increasing visibility. The new lighting will be constructed as part of the project.

## Pedestrian and Traffic Improvements

- Traffic Signal Improvements – The intersection of Pearl Street and Wolf Avenue is an existing signalized intersection. These signals were installed in the early 1980's and are pretimed. The intent is to remove the existing traffic signals and controllers and replace them with a traffic actuated system to improve the traffic flow in the Downtown area.

The Pearl Street and Wolf Avenue intersection currently has no pedestrian signal faces or pedestrian push buttons. Pedestrian signal faces and pedestrian push buttons will be provided for each crosswalk.

- ADA Improvements
  - ▼ Curb Ramps – The existing curb ramps do not meet current ADAAG requirements for slope and do not have detectable warning fields. Existing ramps are located at the center of the curb radius (Type 1 ramps) at all intersections which have the disadvantage of directing pedestrians away from the marked crosswalk and towards the center of the intersection. The project will construct Type 2 curb ramps where feasible.
  - ▼ Sidewalk Cross Slopes – The existing sidewalk at various locations within the Pearl Street corridor exceeds the ADAAG maximum of 2% cross slope. The project will reconstruct all sidewalk to meet ADAAG requirements.
- Urban Clear Zone Improvements
  - ▼ Removal of Street Trees – Existing street trees within the Pearl Street corridor are in poor condition, and the location of some trees restrict the pedestrian corridor width. The project will

remove all street trees. The City is proposing to replace the trees with portable planters as part of a separate locally let project.

- ▼ Signs – The existing sign posts do not meet break-away criteria. These sign posts will be replaced with break-away posts as part of the project.
- Bicycle Accommodations – The store fronts of most existing businesses are located at the right-of-way line with concrete sidewalk between the buildings and the back of curbs. The location of the buildings, along with parking on both sides of the street, eliminates the possibility for bike lanes. The project will provide bicycle accommodations by maximizing the pavement width between the travel and parking lanes to the extent practical. The existing inlet grates are not considered bicycle safe. All inlets will be removed and replaced as part of the project and will include bicycle-safe inlet grates.

## Scope of Services

McMahon Associates, Inc. proposes the following Scope of Services for the project:

### Surveys

Detailed surveys will be completed in accordance with the Wisconsin Department of Transportation (WisDOT) Facilities Development Manual (FDM) for development of the roadway and structure plans. These surveys include the following:

- Engineering/Control Survey – Includes topography, cross sections at 50 foot intervals, public utility locates after Diggers Hotline has completed their field markings, and general drainage information. Horizontal and vertical control points will also be established and set prior to final plan completion.
- Right-of-Way Survey – Includes locating existing survey monuments, adjacent property corner pins and section corners in order to establish the existing right-of-way location. This information will be used to develop the existing right-of-way and reference line for plat preparation.
- Right-of-Way Computations
  - ▶ McMahon Associates, Inc. will compute the existing right-of-way location including side roads.
  - ▶ McMahon Associates, Inc. will perform 49 record searches needed to determine the property line locators and current ownership.

### Environmental Documentation and Agency Coordination

The environmental document is anticipated to be a Categorical Exclusion (CEC). The environmental document will include the following:

- Evaluate the impact of the project on the following areas:
  - ▼ Hazardous Materials Sites - Conduct a preliminary Phase I investigation to identify potential costs associated with hazmat remediation. No report will be provided for the 30% submittal.

- ▼ Wetlands – Evaluate the project area for existing wetlands that may be impacted by the project. Perform wetland delineations and reports as required.
- ▼ Historical and Archeological – As part of the Section 106 Evaluation required for the project, surveys will be required by qualified historians and archaeologists. McMahon Associates, Inc. has obtained proposals from Heritage Research, LTD (architectural history) and Archaeological Research, Inc. (archaeology) to provide these services. Both firms will contract directly with the City. McMahon Associates, Inc. will coordinate with these firms throughout the design process.

### Hydraulic Design of Storm Sewer

Proposed storm sewer within the project limits will be designed in accordance with the WisDOT FDM.

- Develop preliminary storm sewer layout based on proposed street layout/typical section.
- Review televising report and condition of existing storm sewer outfalls to the Wolf River
- Delineate drainage areas to each storm sewer inlet within the project limits, including off-site areas that drain through the project.
- Field verify drainage areas and confirm boundaries with City.
- Prepare Drainage Basin Overview Figure
- Provide storm sewer design calculations for the 10-year frequency, with a 25-year check.
- Complete Drainage WisDOT Stormwater-Drainage-WQ Report Spreadsheet for 30%, 60%, and 90%.

### Utility Coordination

Coordination will consist of notifying utilities about the project and requesting information concerning existing utility locations.

### Project Administration / Meetings / Public Involvement

Meet with City Staff, when necessary, to review and discuss project design concepts and progress.

The compensation for this project is based upon attending one Kick-Off Meeting, one Design Meeting (30% review meeting), and one Public Involvement Meeting.

### Road Plans

During the design phase of this project, McMahon Associates, Inc. will prepare construction plans in accordance with the WisDOT FDM. The plans will consist of the following:

- Title Sheet
- Typical Cross Sections and General Notes
- Estimate of Quantities (Preliminary)

- Plan and Profile Sheets
- Storm Sewer Plan and Profile Sheets
- Cross Sections at a Minimum of 50 Foot Intervals

## Responsibilities of the City of New London

The Scope of Services and estimated fees are based upon the understanding that the City will provide the following:

- Copies of all subdivision plats, Certified Survey Maps (CSM's), site plans and private surveys along the route, which the City may have on file.
- Provide record drawings of the existing roadway, storm sewer, sanitary sewer, water main, and street lighting. Provide any site plans or record drawings to determine where roof tops drain for properties that abut the project.
- Televising existing storm sewer, including outfalls to river. Purpose is to determine the condition of the outfall pipes if they end up being sized appropriately and determine existing storm lateral locations.
- Provide a location for the Public Informational Meetings and send notices to all interested parties.
- Permit and approval fees, if needed.
- Contract separately with the selected geotechnical, historical, archaeological consultants, as needed.

## Project Schedule

McMahon Associates, Inc. is prepared to begin this project immediately upon authorization to proceed. The intent is to have a 30% plan completed in time for use as part of STP-Urban funding application.

*[The remainder of this page was left blank intentionally.]*



# Design of Pearl Street Beacon Street to Waupaca Street

## ESTIMATED SCHEDULE

TASKS	MONTH ▶	2020 ▶			2021 ▶						2022 ▶											
		S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M		
▪ Project Management		█	█	█	█	█	█	█	█	█	█											
▪ Project Land Surveying		█	█	█	█																	
▪ Wetland Delineation			█	█	█																	
▪ Environmental Documentation (future service)																						
▪ Project Notification to Utilities (1077 Form)				█	█	█																
▪ Soils Investigation (by others)																						
▪ Pavement Design					█	█	█															
▪ Haz-Mat Investigation (Prelim)						█	█	█	█													
▪ Right-of-Way Computation					█																	
▪ Historical & Archaeological (by others)				█	█	█	█	█	█	█												
▪ Right-of-Way Acquisition (by others) (future service)																						
▪ Public Involvement								█														
▪ Design Study Report (future service)																						
▪ Project Plans to Utilities (1078 Form) (future service)																						
▪ DNR, County & USACOE Permitting (future service)																						
▪ 30% Plan					█	█	█	█	█	█												
▪ 60% Plan (future service)																						
▪ Draft PS&E (90% Plan) (future service)																						
▪ Final PS&E (future service)																						
▪ Post PS&E Services (future service)																						

## Compensation

### Pearl Street 30% Plan

McMahon Associates, Inc. agrees to provide the Scope of Services described above for the following Compensation:

TASK	ACT. CODE	HOURS	FEE
Survey – General	729	172	\$19,500
Public Involvement	742	30	\$5,162
30% Design	745	240	\$25,920
Project Development   Utilities	746	20	\$2,100
Meetings	747	40	\$6,880
Hazardous Materials Preliminary Phase I	765	6	\$550
Wetland Investigation	798	16	\$1,500
Project Management	771	50	\$7,510
Preliminary Design   Drainage	778	138	\$17,000
<b>TOTAL</b>		<b>712</b>	<b>\$86,122</b>

McMahon Associates, Inc. has solicited contract proposals on behalf of the City of New London. The City will contract directly with these firms. Following is a summary of the subconsultant services required and the related fees:

SUBCONSULTANTS		
FIRM	TASK	FEE
Heritage Research	Architectural History   Phase I	\$9,831.75
Archaeological Research	Archaeology History   Phase I	\$2,426.70
<b>TOTAL</b>		<b>\$12,258.45</b>

The estimated cost is based on the requirements of the WisDOT's FDM that is current at the time of this Proposal Agreement submittal and will not be exceeded without notification and approval by the City of New London.

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To indicate acceptance of this Proposal Agreement, please sign below and return one copy to our office.

Owner:

**CITY OF NEW LONDON**

Waupaca County, Wisconsin

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Date

Engineer:

**McMAHON ASSOCIATES, INC.**

Neenah, Wisconsin



\_\_\_\_\_  
Michael R. Simon, P.E.  
Associate / Senior Transportation Project Manager

July 29, 2020  
\_\_\_\_\_  
Date

- Attachments:   General Terms & Conditions  
                      Fee Schedule  
                      Reimbursable Expenses Schedule



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

1. McMAHON ASSOCIATES, INC. (hereinafter referred to as 'McMAHON') will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.
  2. The stated fees and Scope of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.
  3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.
  4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.
  5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.
  6. McMAHON will maintain insurance coverage in the following amounts:
 

Worker's Compensation .....	Statutory
General Liability	
Bodily Injury - Per Incident / Annual Aggregate.....	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury .....	\$1,000,000
Property Damage .....	\$1,000,000
Professional Liability Coverage .....	\$2,000,000
- If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to ten (10) times McMAHON's fee not to exceed to \$500,000.
7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.
  8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner, or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.
  9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.
  10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.
  11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
  12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications and represent our professional judgment. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against either the Architect or McMAHON.
  13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
  14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.



# FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020 | Rev. 01/09/2020

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$172.00 - \$221.00
Senior Project Manager	\$172.00
Project Manager	\$120.00 - \$159.00
Senior Engineer	\$151.00 - \$159.00
Engineer	\$82.00 - \$140.00
Senior Engineering Technician	\$110.00 - \$121.00
Engineering Technician	\$77.00 - \$100.00
Senior Architect	\$162.00
Architect	\$114.00 - \$136.00
Senior Land Surveyor	\$110.00 - \$143.00
Professional Administrator Services	\$113.00
Public Management Specialist	\$110.00
Public Safety Specialist	\$110.00
Land Surveyor	\$101.00
K-12 Administrative Specialist	\$103.00
Land Surveyor Technician	\$79.00 - \$90.00
Surveyor Apprentice	\$57.00
Erosion Control Technician	\$77.00
Senior Hydrogeologist	\$172.00
Senior Ecologist	\$164.00
Environmental Scientist	\$82.00 - \$92.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$82.00 - \$92.00
Wetland Delineator	\$93.00
Senior Designer	\$118.00
Designer	\$76.00 - \$101.00
Senior On-Site Project Representative	\$102.00
On-Site Project Representative	\$68.00
Plan Review	\$120.00
Certified Grant Specialist	\$121.00
Graphic Designer	\$90.00
Senior Administrative Assistant	\$87.00
Administrative Assistant	\$69.00
Intern	\$37.00 - \$56.00
Professional Witness Services	\$314.00

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 EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

DESCRIPTION	RATE
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**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	\$1.00/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.

**NEENAH, WISCONSIN  
CORPORATE HEADQUARTERS**

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1445 McMAHON DRIVE  
NEENAH, WI 54956

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Web: WWW.MCMGRP.COM

# Archaeological RESEARCH, INC.

## Fee Computation Summary

SUBMITTED TO: City of New London

**CONTACT: Chad Hoerth**

Director of Public Works

**DATE: 23 July 2020**

**Project ID #**

**Project Title:**

N. Water Street

Shawano Street to Pearl Street

Waupaca County

## PROJECT DESCRIPTION:

Phase I Archaeological Investigation

Urban Segment 1500 feet

LABOR/ACTIVITY	TIME IN PERSON/ HOURS	COST PER HOUR	TOTAL ITEM COST	TOTAL UNIT COST
TASK 1 BACKGROUND LITERATURE SEARCH Research Specialists 1 David Keene	3	\$70.85	\$212.55	\$212.55
TASK 2 FIELD INVESTIGATION Research Specialists 1 David Keene	10	\$70.85	\$708.50	\$708.50
TASK 3 REPORT PREPARATION Research Specialists 1 David Keene	16	\$70.85	\$1,133.60	
				\$1,133.60
TASK 4 Agency/Project Coordination Research Specialists 1 David Keene	3	\$70.85	\$212.55	\$212.55
TOTAL DIRECT LABOR COST	32			\$2,267.20
TRAVEL EXPENSES (275 miles @ 0.58/mile)				\$159.50
<b>TOTAL PROJECT COST</b>				<b>\$2,426.70</b>

Terms: All material is delivered in digital format

This is a lump sum proposal

Submitted by David Keene, President (dkeene@arch-res.com)

Phone 773-456-1811

[www.arch-res.com](http://www.arch-res.com)

MADISON, WISCONSIN & CHICAGO, ILLINOIS

# Archaeological RESEARCH, INC.

## Fee Computation Summary

SUBMITTED TO: City of New London

### CONTACT: Chad Hoerth

Director of Public Works

### PROJECT DESCRIPTION:

Phase I Archaeological Investigation  
Urban Segment 2000 feet

DATE: 25 July 2020

### Project ID #

### Project Title:

Pearl Street  
Beacon Street to Waupaca Street  
Waupaca County

LABOR/ACTIVITY	TIME IN PERSON/ HOURS	COST PER HOUR	TOTAL ITEM COST	TOTAL UNIT COST
TASK 1 BACKGROUND LITERATURE SEARCH Research Specialists 1 David Keene	3	\$70.85	\$212.55	\$212.55
TASK 2 FIELD INVESTIGATION Research Specialists 1 David Keene	10	\$70.85	\$708.50	\$708.50
TASK 3 REPORT PREPARATION Research Specialists 1 David Keene	16	\$70.85	\$1,133.60	\$1,133.60
TASK 4 Agency/Project Coordination Research Specialists 1 David Keene	3	\$70.85	\$212.55	\$212.55
TOTAL DIRECT LABOR COST	32			\$2,267.20
TRAVEL EXPENSES (275 miles @ 0.58/mile)				\$159.50
<b>TOTAL PROJECT COST</b>				<b>\$2,426.70</b>

Terms: All material is delivered in digital format

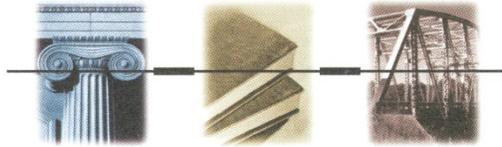
This is a lump sum proposal

Submitted by David Keene, President (dkeene@arch-res.com)

Phone 773-456-1811

[www.arch-res.com](http://www.arch-res.com)

MADISON, WISCONSIN & CHICAGO, ILLINOIS



HERITAGE RESEARCH, LTD.

26 July 2020

Mr. Chad Hoerth  
Public Services Director  
City of New London  
215 N. Shawano Street  
New London, WI 54961

RE: WisDOT #6996-04-72  
North Water Street  
CTH D (Shawano Street) to N. Pearl Street  
City of New London  
Waupaca County

Dear Mr. Hoerth,

As Mike Simon (McMahon Associates) and I have discussed, this letter constitutes HRL's proposal for completing the historical resource survey evaluation necessary for the captioned project.

Work will consist of a historic resources survey, as well as documentary research. The survey is designed to identify and analyze the specific Area of Potential Effect (APE), in addition to how many, if any, potentially significant resources exist in it. Once the types of resources extant have been noted, documentary research creates a context in which they can be evaluated and preliminary judgments made about which ones may need Determinations of Eligibility (DOEs) completed. Survey results are reported on WisDOT's Architecture/History Form DT 1446 4/2008 (Worksheets A & B), or in a letter report, as may be appropriate.

Prior to preparing this proposal, please know that we reviewed the Wisconsin Historical Society database and found that there are approximately sixteen previously surveyed properties along the project length and its terminal intersections. We also visited New London and toured the project area. Assuming the APE will be defined to include all structural resources immediately adjacent to the project length, we anticipate the need to address between 14 and 17 properties in the course of the effort. Thus, for services to be subcontracted to HRL, based on a Specific Rate of Compensation, we propose to complete this project for direct labor hours and non-labor direct costs not to exceed \$11,746.35 based on the rates shown in the Fee Computation Table found on Page 2.

It is presently uncertain if a Determination of National Register eligibility will be for needed

**HISTORICAL/ENVIRONMENTAL CONSULTANTS**

Mr. Chad Hoerth  
26 July 2020

Page 2

for any of the properties surveyed, though it is quite possible that several might be. Two such examples include the Grand Opera House (AHI #63417) and City Hall (AHI #90640). The need for any DOEs – or not – will be discussed in the survey report.

A proposal for any DOEs, or subsequent steps of the Section 106 process, will be submitted if appropriate.

It is a pleasure submitting this proposal to you, Chad. Please do not hesitate to contact me with any questions you may have.

Yours truly,



Dr. John N. Vogel  
President & Sr. Historian

**Fee Computation Table A:**

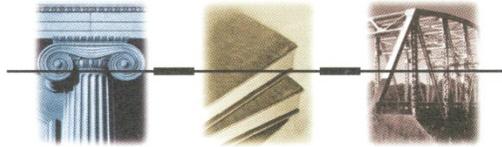
Specific hourly rates to be paid for hours for HRL's employees that are directly engaged in performing the services require by this CONTRACT:

<b>Employee/Classification</b>	<b>Hourly Rate</b>	<b>No. Hours Proposed</b>	<b>Total Cost</b>
Vogel/Senior Historian	\$95.73	120	\$11,487.60

The following non-labor direct costs will be reimbursed based on HRL's actual cost:

<b>Direct Expense</b>	<b>Unit Cost</b>	<b>Unit Total</b>	<b>Total Cost</b>
Employee Vehicle/Mileage	\$.575/mile	450	\$258.75

<b>Total Fee Proposed</b>			<b><u>\$11,746.35</u></b>
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HERITAGE RESEARCH, LTD.

26 July 2020

Mr. Chad Hoerth  
Public Services Director  
City of New London  
215 N. Shawano Street  
New London, WI 54961

RE: WisDOT #0000-00-00  
N. Pearl Street  
Waupaca Street to Beacon Street  
City of New London  
Waupaca County

Dear Mr. Hoerth,

As Mike Simon (McMahon Associates) and I have discussed, this letter constitutes HRL's proposal for completing the historical resource survey evaluation necessary for the captioned project.

Work will consist of a historic resources survey, as well as documentary research. The survey is designed to identify and analyze the specific Area of Potential Effect (APE), in addition to how many, if any, potentially significant resources exist in it. Once the types of resources extant have been noted, documentary research creates a context in which they can be evaluated and preliminary judgments made about which ones may need Determinations of Eligibility (DOEs) completed. Survey results are reported on WisDOT's Architecture/History Form DT 1446 4/2008 (Worksheets A & B), or in a letter report, as may be appropriate.

Prior to preparing this proposal, please know that we reviewed the Wisconsin Historical Society database and found that there are about twelve previously surveyed properties along the project length and its terminal intersections. We also visited New London and toured the project area. Assuming the APE will be defined to include all structural resources immediately adjacent to the project length, we anticipate the need to address between 10 and 13 properties in the course of the effort. Thus, for services to be subcontracted to HRL, based on a Specific Rate of Compensation, we propose to complete this project for direct labor hours and non-labor direct costs not to exceed \$9,831.75 based on the rates shown in the Fee Computation Table found on Page 2.

It is presently uncertain if a Determination of National Register eligibility will be for needed

**HISTORICAL/ENVIRONMENTAL CONSULTANTS**

Mr. Chad Hoerth  
26 July 2020

Page 2

for any of the properties surveyed, though it is quite possible that several might be. One such example is the New London Public Library/Museum complex (AHI #48101 & 48102). The need for any DOEs – or not – will be discussed in the survey report.

A proposal for any DOEs, or subsequent steps of the Section 106 process, will be submitted if appropriate.

It is a pleasure submitting this proposal to you, Chad. Please do not hesitate to contact me with any questions you may have.

Yours truly,



Dr. John N. Vogel  
President & Sr. Historian

**Fee Computation Table:**

Specific hourly rates to be paid for hours for HRL's employees that are directly engaged in performing the services require by this CONTRACT:

<b>Employee/Classification</b>	<b>Hourly Rate</b>	<b>No. Hours Proposed</b>	<b>Total Cost</b>
Vogel/Senior Historian	\$95.73	100	\$9,573.00

The following non-labor direct costs will be reimbursed based on HRL's actual cost:

<b>Direct Expense</b>	<b>Unit Cost</b>	<b>Unit Total</b>	<b>Total Cost</b>
Employee Vehicle/Mileage	\$.575/mile	450	\$258.75

<b>Total Fee Proposed</b>			<b><u>\$9,831.75</u></b>
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