



VILLAGE OF KIMBERLY, WI
NOTICE OF VILLAGE BOARD MEETING

DATE: Monday, July 29, 2024
TIME: 5:00pm
LOCATION: Village Hall, Rick J. Hermus Council Chambers
515 W. Kimberly Ave.
Kimberly, WI 54136

Notice is hereby given that a Village Board meeting will be held on Monday, July 29, 2024 at the Village Hall. This meeting is open to the public.

- 1) Call to Order
- 2) Roll Call
- 3) Moment of Silent Reflection, Pledge of Allegiance
- 4) President's Remarks
- 5) Village Board presentation of the 2024 Marie Ruys Citizenship Award
- 6) Approval of Minutes from the 07/22/24 meeting
- 7) Unfinished Business
 - a) None
- 8) New Business
 - a) Award Building Inspection Services Contract
- 9) Public Participation
- 10) Adjournment

Village Board Virtual Meeting Information

Jul 29, 2024, 5:00 – 5:30 PM (America/Chicago)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/432203909>

You can also dial in using your phone.

Access Code: 432-203-909

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

**VILLAGE OF KIMBERLY
BOARD MEETING MINUTES
07/22/2024**

A meeting of the Village Kimberly Board was called to order on Monday, July 22, 2024 at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave by President Kuen.

Board Present: President Chuck Kuen, Trustees Lee Hammen, Norb Karner, Mike Hruzek, Marcia Trentlage and Dave Hietpas

Board Excused: Trustee Tom Gaffney

Staff Present: Clerk-Treasurer Jennifer Weyenberg, Community Enrichment Director Holly Femal and Engineer Brad Werner

President's Remarks

None

Approval of Minutes from the 07-15-2024 Meeting

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Village Board minutes from 07-15-2024. Motion carried by unanimous vote of the board.

Unfinished Business

None

New Business

Certified Survey Map, 424 S. Washington St, Parcel 250172700

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the Certified Survey Map, 424 S. Washington St, Parcel 250172700. This was recommended for approval from the Plan Commission and there was no discussion on this item. Motion carried by unanimous vote of the board. The resulting CSM creates two parcels so the existing warehouse building, and majority of the parking lot will be on Lot 2 while the existing former convenience store and a section of the parking lot will be in Lot 1.

Special Event Permit Application for Slayer Sunset Showdown Baseball Tournament at Sunset Park on Aug. 23-25, 2024

Trustee Hammen moved, Trustee Karner seconded the motion to approve the Special Event Permit application for Slayer Sunset Showdown Baseball Tournament at Sunset Park on August 23-25, 2024 as presented. Motion carried by unanimous vote of the board.

Certificate of Payment #1 to Zignego Company in the amount of \$103,102.55 for Blue Development Street Construction

Trustee Trentlage moved, Trustee Hammen seconded the motion to approve the Certificate of Payment #1 to Zignego Company in the amount of \$103,102.55 for Blue Development Street Construction for work performed through June 28, 2024 for the project. Motion carried by unanimous vote of the board.

Public Participation

None

Adjournment

Trustee Hammen moved, Trustee Karner seconded the motion to adjourn. Motion carried by unanimous vote at 5:04 pm.

Jennifer Weyenberg
Clerk-Treasurer

Dated 07/23/24

Approved by Village Board _____



Village of Kimberly REQUEST FOR BOARD CONSIDERATION

ITEM DESCRIPTION: Building Inspection Services Contract
REPORT PREPARED BY: Danielle Block, Administrator/Director of Public Works
REPORT DATE: July 25, 2024
ADMINISTRATOR'S REVIEW / COMMENTS: No additional comments to this report _____ DLB See additional comments attached _____
EXPLANATION: The Village sent a Request for Proposal for Building Inspection Services out to contractors, inspectors and consulting firms in June. Proposals were due back on July 10, 2024. The village received two proposals: MSA Professional Services, Inc. (MSA) and McMahon Engineers. After reviewing the proposals, requesting further information as needed and reviewing references, staff recommends entering into a professional services contract with MSA. This contract will include: <ul style="list-style-type: none">• Building plan and permit review;• Permit issuance and tracking;• Commercial and residential building, HVAC, electrical and plumbing inspections;• Department of Safety and Professional Service (DSPS) delegation;• Final inspection and occupancy permits;• Real-time GIS inspection reporting;• Customer service by phone and email;• Updated permit fee schedule and permit fee tracking;• Other reports as requested (appraiser reporting, monthly Board reporting);• On site office hours at an interval to be determined. Attached are the firm proposals. It is anticipated that the Village's building permit fee schedule will be reviewed, and adjustments will be proposed to appropriately cover the cost of services. Several building permit fees will remain unchanged, but staff does anticipate an increase to some of the Village's permit fees.
RECOMMENDED ACTION: Approve entering into an agreement for professional building inspection services with MSA.

PROPOSAL TO PROVIDE Building Inspection Services



Prepared for:
Village of Kimberly
July 10, 2024





July 10, 2024

Danielle Block, City Administrator/Director of Public Works
Village of Kimberly
515 W. Kimberly Avenue
Kimberly, WI 54136

Re: Proposal to Provide Building Inspection Services

Dear Ms. Block,

The Village of Kimberly continues to grow and is requesting the services of a proven building inspection partner to help provide continued successful growth. MSA Professional Services, Inc. (MSA) is that proven and trusted partner.

Here is why MSA is a good partner to provide building inspection services for the Village of Kimberly:

- **Community Understanding** – MSA is very familiar with communities the size of Kimberly and understands their needs. MSA prides itself on working with communities to navigate through and assist with the building inspection processes. We understand the process and how to work cohesively with municipalities and contractors, while providing a high-quality level of service.
- **MSA's Full-service Capabilities** – MSA is a well-established employee-owned firm backed by experienced certified building inspectors, and further supported by architectural and engineering professionals. Our team of qualified individuals will partner with the Village of Kimberly to provide excellent customer service.
- **Our Approach to Projects** – Our approach to projects is collaborative, with communication as the key to success. MSA's goal is to work as an extension of your community and staff, applying our knowledge and experience to reach your goals.
- **Financial Balance** – MSA understands the need for municipalities to manage their budgets. We have spent a great deal of time developing a transparent approach to the building inspection process. The Village pays for the services received, and not just a guaranteed percentage of the permit fee. The detailed fee schedule also accommodates for the difference between inspection for a \$3M home versus a \$250,000 home. The permit fees pay for the work completed.

The primary contact for the Village of Kimberly will be Stephanie Potter. MSA looks forward to providing building inspection services and establishing a long list of successfully completed projects for the Village. Please do not hesitate to call us with any questions regarding this packet or additional expertise you are looking for.

Sincerely,
MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Stephanie Potter".

Stephanie Potter
Building Inspector II
P: (608) 617-5691
E: spotter@msa-ps.com

A handwritten signature in blue ink that reads "Gregg Borucki".

Gregg Borucki, PE
Team Leader
P: (608) 355-8959
E: gborucki@msa-ps.com



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FIRM PROFILE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

MSA's roots reach back to 1919. Our firm consists of 425+ engineers, architects, planners, landscape architects, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

WE'RE PROUD TO BE 100%
EMPLOYEE-OWNED

425+
TEAM MEMBERS



17
OFFICE
LOCATIONS



POSITIVELY IMPACTING
THE LIVES OF OTHERS SINCE 1919

33

INDUSTRY
AWARDS
EARNED SINCE
2017



\$625+ MILLION
GRANTS & LOW-INTEREST LOANS
We've helped our clients
secure to help offset the cost
of infrastructure projects

CLIENT EXPERIENCE

The pillar of our success is seeing our clients succeed. The graphic below shows the percentage of clients who say MSA met or exceeded their expectations based on the following categories.

98%
ACCURACY



98%
RESPONSIVENESS



98%
SCHEDULE



96%
HELPFULNESS



99%
QUALITY



97%
SCOPE & FEES



BUILDING INSPECTION SERVICES

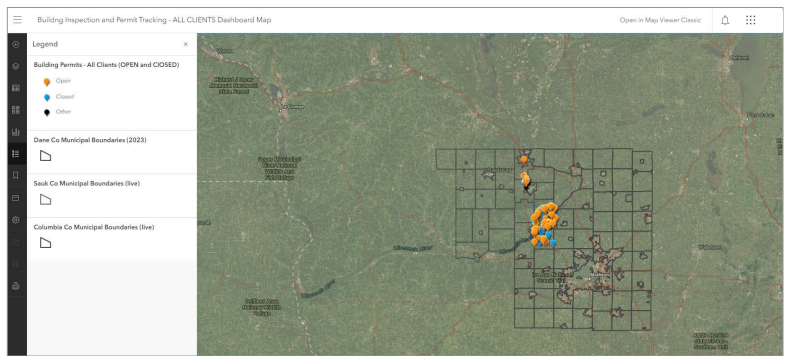
Building trust, one inspection at a time.

Building inspections play a critical role in ensuring the safety, compliance, and quality of construction projects, ultimately bringing peace of mind to communities.

MSA is a trusted partner in helping communities with their residential and commercial building inspection service needs. Our licensed inspectors oversee the building inspection process, from issuing permits to conducting inspections and generating final inspection reports. As a reliable partner, we continue to gain recognition for providing excellent customer service to both contractors and communities.

MSA's building inspection services include:

- Building plan and permit review
- Permit issuance and tracking
- Commercial and residential building, HVAC, electrical, and plumbing inspections
- Department of Safety and Professional Services (DSPS) delegation help to communities for contracted services
- Final inspection and occupancy permits
- Real-time GIS inspection reporting
- Customer service by phone and email for communities and contractors
- Updated permit fee schedule and permit fee tracking
- Other reports as requested (e.g., appraiser reports)



Our inspection tracking app offers instant inspection reports that include pictures, notes, and status updates for all permits.

MSA BUILDING INSPECTION COMMUNITIES

- Village of Lake Delton
- Village of Sauk City
- Village of West Baraboo
- City of Abbotsford
- City of Baraboo
- City of Lodi
- Town of Scott
- Town of West Point
- Town of Rome
- Town of Lyndon
- Town of Roxbury
- Town of Freedom



“MSA makes the process very simple and the inspectors provide excellent service. They are knowledgeable on building codes, quick to respond to emails and other requests, and are truly a pleasure to work with.”

- VILLAGE OF SAUK CITY



Stephanie Potter
BUILDING INSPECTOR II

Stephanie has two years of experience with MSA and is a licensed commercial building, HVAC, fire sprinkler, and electrical inspector.

Certification

- WI Commercial Building, HVAC, Fire Sprinkler Inspector #1563415 – CBI
- WI Commercial and Residential Electrical Inspector #1563415 – CEI
- WI UDC Building Inspector #122200088 – UDC
- WI UDC HVAC Inspector #122200087 - UDC

Selected Project Experience

- Commercial and Residential Building Inspection
- Building Inspection Services, City of Abbotsford, WI
- Building Inspection, City of Baraboo, WI
- Building Inspection and Zoning, City of Lodi, WI
- General Engineering Assistance, City of New Lisbon, WI
- Building Inspection Services, Town of Freedom, WI
- Building Inspection Services, Town of Lyndon, WI
- Building Inspection, Town of Rome, WI
- Building Inspection Services, Town of Roxbury, WI
- Building Inspection, Town of Scott, WI
- Building Inspection Services, Town of West Point, WI
- Building Inspection Services, Village of Lake Delton, WI
- Kalahari Treehouse Site Development, Lake Delton, WI
- Building Inspection Services, Village of Sauk City, WI
- Building Inspection and Zoning Services, Village of West Baraboo, WI



Jeffrey Fitzwilliams
BUILDING INSPECTOR

Jeff has 29 years of experience and currently provides building inspector services to the MSA team.

Certification

Commercial Plumbing Inspector Certification #230817

Selected Project Experience

- Commercial and Residential Plumbing Inspection
- Plumbing Inspection Services, City of Abbotsford, WI
- Plumbing Inspection, City of Baraboo, WI
- Plumbing Inspection, City of Lodi, WI
- Plumbing Inspection Services, Town of Freedom, WI
- Plumbing Inspection Services, Town of Lyndon, WI
- Plumbing Inspection, Town of Rome, WI
- Plumbing Inspection Services, Town of Roxbury, WI
- Plumbing Inspection, Town of Scott, WI
- Plumbing Inspection Services, Town of West Point, WI
- Plumbing Inspection Services, Village of Lake Delton, WI
- Kalahari Treehouse Site Development, Lake Delton, WI
- Plumbing Inspection Services, Village of Sauk City, WI
- Plumbing Inspection, Village of West Baraboo, WI



David Lintz, AIA
SENIOR ARCHITECT

Dave has successfully planned, managed and completed diverse projects that include luxury apartments, condominiums, education facilities, commercial/offices developments, healthcare, retail, industrial, retirement living, historic preservation, building conversions, hospitality and low-income apartments. He has a deep knowledge of building codes that include IBC, NFPA, ADA, local zoning, and health and building regulations.

Education

B.S., Architectural Engineering, Milwaukee School of Engineering

A.A., Civil Engineering, Northeast Wisconsin Technical College

Registration | Certification

Professional Architect, WI

NCARB - National Council of Architectural Registration Boards

Certified Wisconsin Commercial Building Inspector, WI # 1276503

Wisconsin Uniform Building Code (UDC) Construction Inspector,
UDC-102100082

Selected Project Experience

- Mill Creek Community Sports Complex, Marshfield, WI
- Oshkosh 20th Street YMCA, Oshkosh, WI*
- Pulaski Village Hall, Pulaski, WI*
- Storm Shelter, Keshena, WI*
- Wisconsin Aviation FBO, Madison, WI*
- Allegiant Aircraft & Crew Base, Outagamie County, WI*
- Menominee Indian Head Start, Keshena, WI*
- Appleton International Airport (ATW), Appleton, WI*
- Emergency Medical Services (EMS) Addition, Keshena, WI*
- Country Villa Assisted Living, Freedom, WI*

*Denotes experience prior to MSA.



Gregg Borucki, PE
TEAM LEADER

Gregg is a civil engineer with 33 years of experience focusing on civil engineering design and construction administration projects. Gregg oversees all project coordination, public involvement, project development, design, budgets, client communication, and construction related services. He brings to the table a variety of diverse project design and construction expertise. Gregg has worked with various municipalities, developers, Wisconsin Department of Transportation, contractors and private clients. He manages projects as diverse as municipal roadways, highways, subdivisions, site developments, bridges and box culverts, bike trails, stormwater, sanitary sewer, water main, master plans and roadway maintenance programs.

Education

B.S., Civil Engineering, University of Wisconsin-Milwaukee

Registration | Certification

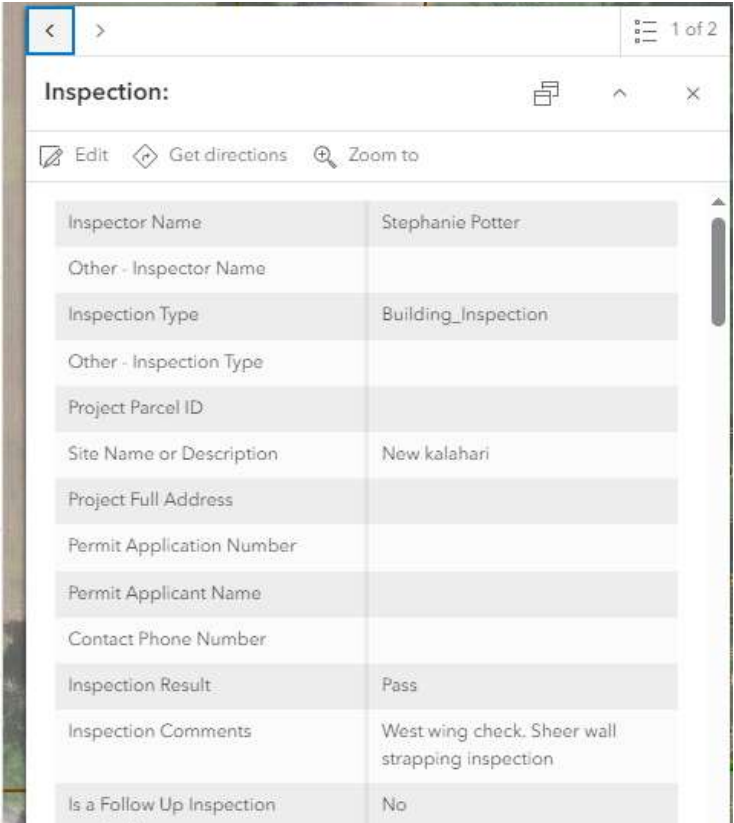
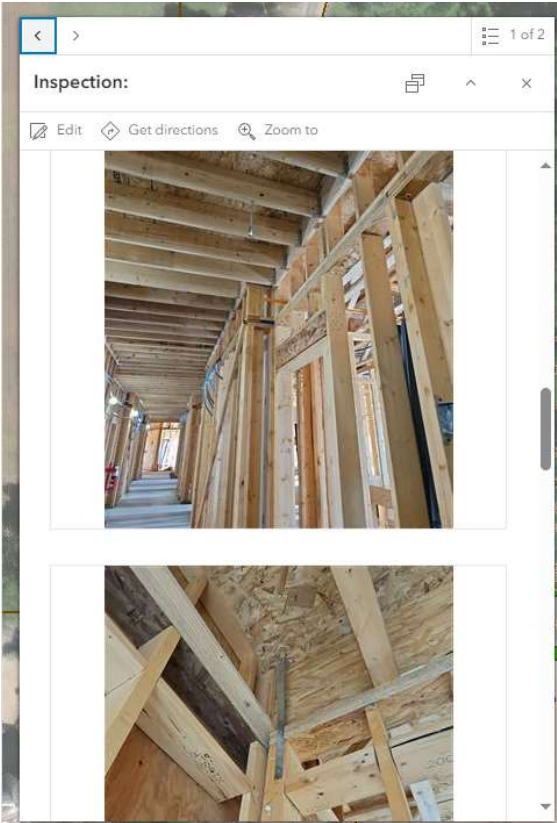
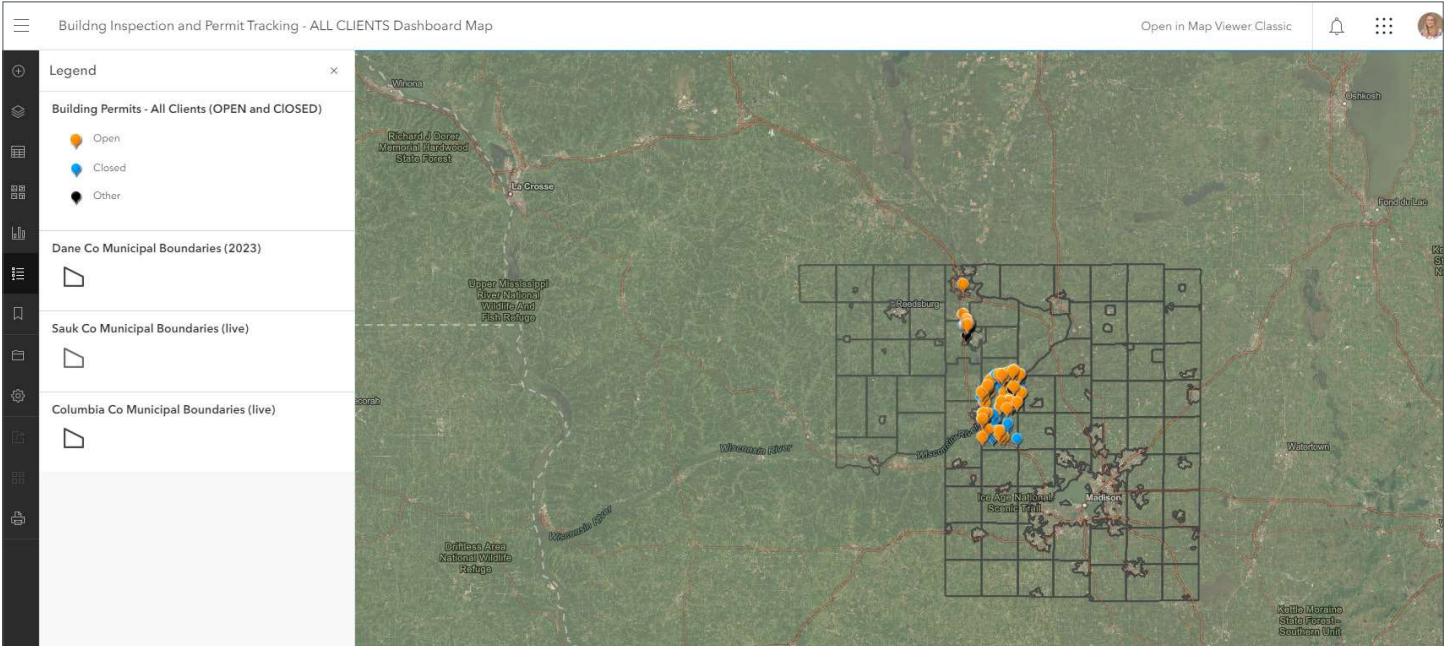
Professional Engineer, WI

Selected Project Experience

- 17+ Years of Various Projects, Monona, WI
- TID 1 Creation Planning, Merrimac, WI
- STH 113 / 78 Utility Design and Construction, Merrimac, WI
- Various development and roadway maintenance ordinance review, Merrimac, WI
- Vortex Nation Site Development & Master Plan, Bameveld, WI
- WisDOT STH 27 Watermain and Sanitary Sewer Design, Eastman, WI
- Christmas Mountain Projects, Wisconsin Dells, WI
- WisDOT WIS23/WIS22 Watermain/Sanitary Sewer Design, Montello, WI
- CDA Façade Grant Assistance and TID Amendment, Camp Douglas, WI
- Schreiber Foods Site Development, Richland Center, WI
- Rainbow Rascals Child Care Facility Site Development, Waunakee WI
- Cypress Avenue Stormwater Structures (Carter and Bingham Creek), Preston, WI
- TID Amendment, Westby, WI
- Necedah Wildlife Refuge Dam 29 Structure Rehabilitation, Sprague, WI
- WisDOT I90/94 Bridge Replacement Construction, Tomah, WI

INSPECTION ACTIVITY REPORTS

MSA offers a digital inspection app that records real-time inspections and tracks all aspects of the building inspection process from erosion control tracking to final inspections. The app can also be used for code enforcement, if requested. Reports are available and broken down for different inspections per property. Shown below are some pictures of the app interface and reports.



AVAILABILITY

MSA submits this proposal with the commitment that our staff will be available to complete requested inspections and issue permits in a timely manner. Residential inspection requests require 48-hour notification and commercial inspection requires 24-hour notification. MSA's building inspection team is committed to providing outstanding customer service to the communities and contractors that we serve.

Our success as a consultant depends upon our ability to meet the fluctuating needs of our clients. More than 60 years of experience in the consulting industry has allowed MSA to develop strategies for distributing workloads across time and distance in order to efficiently meet challenges in the timeframes allowed. Employees work flexible hours and workloads can be shared across teams so that inspection tasks are completed in an efficient manner as needs arise.

METHODS OF CONTACT FOR THE PUBLIC AND VILLAGE STAFF

MSA is available and can be reached by phone, text, or email. We will work with the Village to discuss your preferred frequency for updates, as well as your preferred communication method (i.e., in-person visits, phone calls, emails). We want to make this process as easy as possible for you. Building Inspector Stephanie Potter will be your primary contact and will facilitate all communications between our team and yours. Designating Stephanie as your single point of contact will help streamline communications, keep the team organized, and provide prompt responses to your needs.

SPACE, MATERIALS, EQUIPMENT, OR EQUIPMENT ACCESS TO BE PROVIDED BY THE VILLAGE

SPACE, MATERIALS, EQUIPMENT, OR EQUIPMENT ACCESS TO BE PROVIDED BY THE VILLAGE

If the Village would like MSA to hold office hours, we anticipate an office space and printer/scanner will be provided by the Village.

PROPOSED DIVISION OF RESPONSIBILITY

TASK	RESPONSIBLE PARTY	
	MSA	VILLAGE
Collecting, processing, and approving applications	X	
Calculating permit fees		X
Issuing building permits	X	X
Tracking expired permits	X	
Code enforcement	TBD	TBD
Scheduling inspections	X	

PROPOSED COMPENSATION

The Village of Kimberly collects the permit fees from the applicants and retains those fees. MSA will complete the required building inspection work for each permit and invoice the Village monthly on a time and expense basis based on the provided MSA Standard Rate Schedule. The invoices will show the cost of work broken down by permit fee, or as a general service (ie in the event office hours are required). The goal is to balance the permit fees with the invoices and leave a little left to cover miscellaneous expenses like office hours, Village coordination, permit summaries, etc. MSA will work with the Village of Kimberly to evaluate their current building inspection fee schedule and suggest any updates or additions based on required inspections to be completed. Attached is a Sample Fee Schedule that might be similar to what is proposed for the Village.

RATE SCHEDULE 2024

CLASSIFICATION	LABOR RATE
Administrative.....	\$ 75 – \$150/hr.
Architects	\$ 75 – \$215/hr.
Community Development Specialists	\$135 – \$185/hr.
Digital Design	\$175 – \$195/hr.
Environmental Scientists/Hydrogeologists.....	\$105 – \$185/hr.
Geographic Information Systems (GIS).....	\$ 95 – \$185/hr.
Housing Administration.....	\$ 95 – \$170/hr.
HR.....	\$ 135 - \$150/hr.
Inspectors/Zoning Administrators.....	\$105 – \$170/hr.
IT Support	\$175 – \$195/hr.
Land Surveying	\$ 75 – \$185/hr.
Landscape Designers & Architects	\$ 75 – \$215/hr.
Planners	\$ 75 – \$205/hr.
Principals	\$210 – \$315/hr.
Professional Engineers/Designers of Engineering Systems.....	\$150 – \$200/hr.
Project Managers	\$150 – \$230/hr.
Real Estate Professionals.....	\$135 – \$165/hr.
Staff Engineers.....	\$ 75 – \$145/hr.
Technicians	\$ 95 – \$150/hr.
Wastewater Treatment Plant Operator.....	\$ 90 – \$115/hr.
 <u>REIMBURSABLE EXPENSES</u>	
Copies/Prints	Rate based on volume
Specs/Reports	\$10
Copies	\$0.12/page
Plots	\$0.006/sq.in.
Flash Drive	\$10
GPS Equipment.....	\$20/hour
Dini Laser Level.....	\$30/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle.....	\$0.75 mile standard/ \$0.67 mile for DOT
Nuclear Density Testing.....	\$25.00/day + \$10/test
Organic Vapor Field Meter.....	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	\$20/hour - \$15/hour for DOT
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight.....	\$375/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2024.

Town of Rome
 1156 Alpine Dr.
 Phone: (715)325-8023

TOWN OF ROME FEE SCHEDULE

PERMIT/ APPLICATION	FEE	COMMENTS
BUILDING CODE		
R-1 & R-2:		
New Construction, UDC Structural - Does not Include HVAC, Electric or Plumbing	\$1,500.00	Up to \$500,000
New Construction, UDC Structural - Does not Include HVAC, Electric or Plumbing	\$3,000.00	\$500,000 to \$1.3 Million
New Construction, UDC Structural - Does not Include HVAC, Electric or Plumbing	\$4,500.00	Greater than \$1.3M
Electric, Plumbing and HVAC (up to \$500,000)	\$675.00	Up to \$500,000
Electric, Plumbing and HVAC (\$500,000-\$1.3M)	\$1,350.00	\$500,000 to \$1.3 Million
Electric, Plumbing and HVAC (Greater than \$1.3M)	\$1,800.00	Greater than \$1.3M
Additions, Remodels, Accessory Structures greater than 150 sq ft		
Accessory Buildings, UDC Structural - Does not include HVAC, Electric or Plumbing	\$7.50/\$1000	Minimum Charge \$400.00
Remodeling & Additions - Does not include HVAC, Electric or Plumbing	\$15/\$1,000 of the valuation of work	Minimum Charge \$250
Electric, Plumbing and HVAC	\$15/\$1,000 of the valuation of work	Minimum Charge \$125, Max \$1200
R-3 COMMERCIAL, SRO I SRO II, INDUSTRIAL:		
New Construction, All Commercial Structural & MultiFamily (Does not include Electric, HVAC or Plumbing or State Seal)	\$0.25/sf	Minimum Charge \$1,500, does not include fee for Electrical, Plumbing and HVAC
Remodeling, Additions, Accessory Buildings	\$20/\$1,000 of the valuation of work	Minimum Charge \$250
Electrical, Plumbing and HVAC	\$30/\$1,000 of the valuation of work	Minimum Charge \$250
OTHER:		
State Seal	\$40.00	Flat Fee (one per residence)
Special Inspections & Meetings	\$120.00 per Hour + travel fees	Re-inspections, work corrections, misc. or extraordinary administrative , etc. after initial permit issuance. Pre-Permit Application Meetings.
Deck Permit (no footings)	\$150.00	
Deck Permit (with footings)	\$250.00	
Fence Permit	\$100.00	
Erosion Control Permit	\$250.00	For only major land disturbance activities.
Erosion Control Compliance Permit	Varies	0-2 Acres -> \$150, 2-5 acres -> \$200, 5-25 acres -> \$300, 25 and greater -> \$500
Raze & Demolition	\$150	
OTHER:		
Admin & System Filing Fee	\$50.00	

SUBCONTRACTORS

MSA will not be teaming with any subcontractors on this submittal; we will use our in-house specialists to complete these projects.



MSAPROF-04

WGERKEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TRICOR, LLC 230 W Cherry St Lancaster, WI 53813	CONTACT NAME: Wendy Gerken
	PHONE (A/C, No, Ext): (608) 356-6608 1910 FAX (A/C, No):
	E-MAIL ADDRESS: wgerken@tricorinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : CNA NAIC # 20443	
INSURED MSA Professional Services Inc 1230 South Blvd Baraboo, WI 53913	INSURER B : Cowbell Cyber
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7039431573	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7039431542	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7039431556	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	X WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A	7039555939	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Cyber Liability			PLM-CB-SSVSCQ5PL-003	6/30/2024	6/30/2025	Aggregate Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

MSA Professional Services Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Wendy Gerken</i>



MSAPROF-01

CJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company (A++XV)			22276
INSURER B :			
INSURER C :			
INSURER D :			
INSURER E :			
INSURER F :			

INSURED
MSA Professional Services, Inc.
 1230 South Boulevard
 Baraboo, WI 53913

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liab.			47EPP31390504	2/1/2024	2/1/2025	Per Claim Limit	5,000,000
A				47EPP31390504	2/1/2024	2/1/2025	Aggregate Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Coverages are in accordance with the policy terms and conditions.

Claims Made Policy - Environmental Coverage Included. Deductible is \$100.00.

CERTIFICATE HOLDER

CANCELLATION

MSA Professional Services 1230 South Blvd Baraboo, WI 53913	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>
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Village of West Baraboo
500 Cedar Street Baraboo, WI 53913
Phone: (608) 356-2516 Fax: (608) 356-2441
villageofwestbaraboo.com

Melissa Ryan, Clerk Treasurer
Kathy Klein, Deputy Clerk Treasurer

William H. Clary, Director of Public Works
Mike Arndt, Village President

April 17, 2024

Town of Freedom
W2004 County Highway S
Freedom, WI 54131

Dear Administrator,

I am writing this letter to recommend MSA Professional Services, Inc. - Building Inspections Services. I believe the service they offer is what you are looking for.

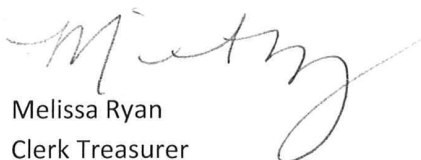
The Village of West Baraboo has used MSA's Building Inspection Services for many years. They have been a trusted partner meeting the needs of our Village.

The scope of work provided includes interpretation and administration of the Village and State Building Codes, performing Residential and Commercial Building Inspections, maintain records of inspections and official actions.

The Village of West Baraboo has a population of 1,627. We have multiple hotels, restaurants, and businesses within our borders. We have one TID district with a new development breaking ground soon. Our MSA building inspector has been invaluable to the Village with an outstanding knowledge base.

I am happy to recommend the services of MSA. If you have any questions, feel free to contact me.

Sincerely,



Melissa Ryan
Clerk Treasurer

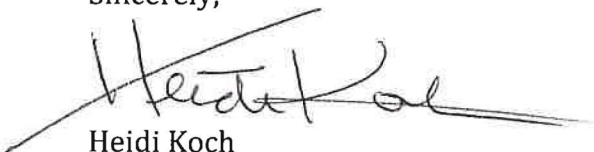
Village of Sauk City
726 Water Street
Sauk City, WI 53583
608-643-3932



To Whom It May Concern:

The Village of Sauk City has worked with MSA Professional Services for many years. We have contracted with MSA to be our engineering firm, as well as provide commercial building inspections for our municipality. When we receive a building permit application, we contact the commercial inspector, and they handle the review of the plans, issuing the permit, and completing the necessary inspections. We basically just have to collect the proper fees from the applicant, and once the permit is issued, provide that to the applicant. MSA makes the process very simple and the inspectors provide excellent service. They are knowledgeable on building codes, quick to respond to emails and other requests, and are truly a pleasure to work with. We would highly recommend MSA for your inspection service needs.

Sincerely,



Heidi Koch
Village Administrator

TOWN OF ROXBURY

7167 KIPPLEY RD, SAUK CITY, WI 53583
608-643-8281
RoxburyClerk@merr.com

May 1, 2024

This letter serves as a reference for MSA Professional Services, Inc. Building Inspection Services.

The Town of Roxbury has worked with MSA for several years and have been very happy with the services that they provide for the Town. The Building Inspector's have always delivered their building permits and inspections in a very timely manner. Stephanie Potter is very pleasant to work with and stops in often to see how things are going and if we need anything from her. Always willing to make changes or adjustments as needed.

We have also heard from residents that they are happy with the services provided to them.

All other services that they have provided have been essential to the Town, such as engineering projects, permits and grant writing.

The Town highly recommends MSA Professional Services, Inc.

Sincerely, 

Chairman Nick Ganser

DATE WHEN CONTRACTOR WILL BE AVAILABLE TO BEGIN PROJECT

MSA will be available to begin providing inspection services upon request. Noting that residential inspections require a 48-hour advance notice and commercial inspections require a 24-hour advance notice.

CLOSING STATEMENT

MSA looks forward to providing building inspection services and establishing a long list of successfully completed projects for the Village of Kimberly.

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.

BUILDING INSPECTION SERVICES | KIMBERLY, WI | JULY 10, 2024



PUBLIC SAFETY &
MUNICIPAL MANAGEMENT

Proposal For Professional Consulting Services

Building Inspection Services

Prepared for



OUTAGAMIE COUNTY | WISCONSIN

JULY 10, 2024

Prepared By

Kevin Bierce, Senior Public Safety Specialist

Jeffrey R. Roemer, Public Safety Manager

McMAHON
ENGINEERS ARCHITECTS

Building Inspection Services

Prepared for



OUTAGAMIE COUNTY | WISCONSIN

Prepared By
McMahon Associates, Inc.

JULY 10, 2024

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July 10, 2024

Village of Kimberly
Attn: Danielle Block Administrator
515 W. Kimberly Avenue
Kimberly, WI 54136

Dear Ms. Block,

We are pleased to submit a proposal for Building Inspection Services for the Village of Kimberly. Our teams' passion for Public Safety and working with Building Inspections provides the basis for our interest in submitting this proposal. McMahon Associates, Inc. (McMahon) is ready to work with the Village of Kimberly by providing building inspections, guidance, and recommendations. Municipal Consulting projects have become a major focus for McMahon. Similar work in the past has included departments such as the City of Kaukauna, Town of Clayton, and Villages of Pewaukee, Little Chute and Bear Creek.

McMahon's Public Safety & Municipal Management Group's focus is on national and international public management consulting services. Most of our clients are public sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with the Municipal and Tribal Administration.

Thank you for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 262-227-4227 or by email at kbierce@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

A handwritten signature in black ink that reads "Kevin Bierce".

Kevin Bierce
Senior Public Safety Specialist

A handwritten signature in black ink that reads "Jeffrey R. Roemer".

Jeffrey R. Roemer
Public Safety Manager

KB:kmh

McMahon provides building inspection services that are professional, and compliant with state and national building codes. Our consultants have served the inspection needs of municipalities throughout Wisconsin and remain very active with several building inspection organizations including:

- The Southeast Wisconsin Building Officials Association
- The National Fire Protection Association
- The International Code Council.

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Our approach to this project requires a clear understanding of the current Inspection Department's organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved, and the goals and objectives of the project.
- A work plan that is comprehensive, well designed, practical, and provides for ample client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To perform Building Inspection Consulting Services and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the Village of Kimberly. Accordingly, our approach includes regular meetings with the Inspection Department and Village of Kimberly Administration.

Practical Recommendations

Our goal is to provide you with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the Building Inspection Department during this transition. These recommendations need to be based on industry standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with the Inspection Department and Village of Kimberly Administration.

Project Kickoff

Initial meetings will be held with the municipal project team to review the duties and responsibilities of McMahon during the term of this project.

Management Team

The McMahon team will consist of the Project Manager and the Inspection Team. They will meet initially to organize and plan the communications structure, the daily, weekly, and monthly work plan. This will be utilized to improve the effectiveness of current building inspection operations and administration and provide effective and efficient recommendations for the future.

Reporting

A management summary report will be provided to the Inspection Department monthly. This report will outline the building inspector consulting services, activities and actions that have taken place during this project.

Availability

Project team members are available throughout the duration of the project. There will be scheduled office time weekly. Project team member will need to utilize office space, have access to a phone, computer, and client software to support internal and external requests from customers while on site.

Administration

McMahon will manage the department inspection plan, goals, standards of performance, and strategic planning for the future of the department.

Compliance

McMahon will assist the Village of Kimberly in maintaining compliance with all current administrative rules and applicable standards, along with current departmental practices to ensure compliance with relevant legal guidelines and standards.

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Building Inspection Services as follows:

Time & Expense estimated at: \$4,000 to 8,000 per month

Upon acceptance of this Proposal, McMahon will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated May 10, 2024, which will be incorporated into the Agreement.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMahon has the staff available to begin this project immediately upon award. The client's inspection needs will dictate the weekly schedule.

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMahon). The Project Manager supervises the project team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Kevin I. Bierce – Senior Public Safety Specialist

Kevin will serve as Project Manager and will be the key contact throughout the project. He will oversee, direct, coordinate and control all work that is done on the project. He will also be responsible for the content and quality of the project and ensure that the project is completed according to the timeline established. Kevin has been the Fire Chief for the City of Pewaukee Fire Department since 2008 where he oversees all emergency operations. Prior to becoming Chief, he worked in various positions to include Assistant Chief, Division Chief of Prevention, Captain and Lieutenant. As Division Chief of Inspections, Kevin worked to combine the building inspection department of two communities under the authority of the Fire Department to create the Building Services Division overseeing building, zoning, and plan review of all structures in the Village and City of Pewaukee. He is a licensed building official and serves by appointment of the Governor of Wisconsin on the Wisconsin Commercial Building Code Council, responsible for the oversight and review of the Wisconsin Building Codes.

Dick A. Biese – Public Safety Specialist

Dick will assist the Project Team and has over 40 years of plumbing experience in completing projects on time and under budget. He is skilled in interpreting blueprints and preparing project bids. Dick possesses a strong work ethic and desire to provide quality workmanship to commercial customers. He has experience with installing new fixtures and piping systems for renovations.

Charles M. Dwyer – Public Safety Specialist

Charlie will act as commercial electric inspector. He has over 40 years of commercial, residential, and industrial electrical experience, plus 20 years' experience as an inspector.

David J. Vander Velden – Public Management Specialist

Dave will act as UDC Inspector and has 30 years of experience in building inspections, street commissioning and home improvements.

Randy Romens – Public Safety Specialist

Randy is currently a full time building, HVAC and plumbing inspector for the City of Pewaukee. His experience as a Master Plumber and business owner has helped to strengthen our building inspection capabilities and services.

Brett A. Jensen – Public Safety Specialist

Brett has over 20 years as a UDC HVAC inspector and a UDC Construction Certification. Brett also has over 10 years as a UDC Electrical inspector, UDC Plumbing and a POWTS Certification. He is a member of the Northeast Wisconsin Building Inspector's Association. Brett was also a licensed EMT in the past. Brett demonstrates quick, effective decision making and problem-solving skills in a wide range of high stress situations. He is highly knowledgeable in maintenance and mechanical skills such as carpentry, electrical and painting.

Kevin K. Kloehn – Public Safety Specialist

Kevin has over 31 years of experience in the Fire, Emergency Medical, and Emergency Management field. He recently retired as a Fire Chief of a consolidated fire department in Wisconsin. Before his position as Fire Chief, he worked as a Shift Commander/Battalion Chief, Captain, and Driver. Prior to becoming a career Fire Chief, Kevin worked as a Fire Chief for a Volunteer Department for 8 years in which he consolidated two (2) Fire Departments within a Community. Kevin has experience on two (2) major Consolidation Projects, Strategic Planning, Emergency Operations Planning, and developing Training Plans for new Firefighters.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well as advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMahan. He is a certified public manager and has been providing full-time public safety management consulting for the last 24 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

TOWN OF ALGOMA

Maggie Mahoney, Administrator
townadmin@townofalgoma.org
15 North Oakwood Road
Oshkosh, WI 54904
920-235-3789

TOWN OF BLACK WOLF

Frank Frasseto, Town Chairman
frank@townofblackwolf.com
380 E. Black Wolf Avenue
Oshkosh, WI 54902
920-688-1404

VILLAGE OF ALLOUEZ

Trevor Fuller, Director of Planning and Community Development
Trevor.fuller@villageofalluezwi.gov
1900 Libel Street
Green Bay, WI 54301
920-448-2800

VILLAGE OF GREENVILLE

Michael Brown, Community & Economic Development Director
mbrown@greenvillewi.gov
W6860 Parkview Drive
Greenville, WI 54942
920-757-5151

VILLAGE OF LITTLE CHUTE

Dave Kittel, community Development Director
David.kittel@littlechutewi.org
108 W. Main Street
Little Chute, WI 54140
920-422-5801

CITY OF KAUKAUNA

Anthony Penterman, Mayor
mayor@kaukauna-wi.org
144 W. 2nd Street
Kaukauna WI 54130
920-766-6310

TOWN OF CLAYTON

Kelly Wisnefske, Town Administrator
townadministrator@townofclayton.net
8348 County Road T
Larsen, WI 54947
920-836-2007

VILLAGE OF BEAR CREEK

Chris Wenner, Village President
chris.wenner70@gmail.com
109 Prospect Street
Bear Creek, WI 54922
715-752- 4356

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client 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.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** 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 Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahan. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahan and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahan may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahan.
- 5.3 Suspension for Non-Payment: McMahan may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahan and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahan grants to the Client a nonexclusive license to use McMahan's IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahan from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahan, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahan shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahan.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahan is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahan's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahan shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahan shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahan's services in connection with the project shall not subject McMahan's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahan, a Wisconsin corporation, and not against any of McMahan's employees, officers, or directors.
- 8.7 Contingency: McMahan's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahan agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahan will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahan shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

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

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

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

Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

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:	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN
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NEENAH, WI 54956

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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
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* This schedule is not all inclusive.