

MEETING	DATE	TIME	LOCATION
Joint Sanitary District	Tuesday, January 7, 2020	6:30 p.m.	Grand Chute Town Hall 1900 Grand Chute Blvd Board Room

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA/ORDER OF THE DAY

D. PUBLIC INPUT

Members of the public are welcome to address the Commission and Town Board. **Individuals are allowed to speak only about agenda items and must fill out a “Request to Speak” form and submit to the Town Clerk prior to the start of the meeting in order to speak during the Public Input segment of the meeting.** This segment is placed early in the agenda so that the public may make their comments prior to any discussion or action by the Commission or Town Board. Individual comments are limited to no more than three minutes each. The Public Input section is limited to a total of 15 minutes. The Commission/Town Board may suspend this rule if deemed necessary. Once the public input segment ends there will be no additional discussion from the audience.

E. CONSENT AGENDA

(Items on the Consent Agenda are routine in nature and require one motion to approve all items listed. Prior to voting on the Consent Agenda, items on the Consent Agenda may be removed at the request of any Supervisor and addressed immediately following the motion to approve the other items on the Consent Agenda.)

1. Approve regular joint meeting minutes – December 17, 2019

F. FINANCIAL REPORTS

1. Approval of Voucher List – January 7, 2020

G. NEW BUSINESS

1. Approval of 2020 General Engineering Agreement with McMahon Associates, Inc. for Sanitary Districts No. 1, 2, and 3.
2. Approve Bluemound/Eighth/Lilas Change Order #2, Contract 2019-12, extending the final completion date to June 13, 2020.

H. ADJOURNMENT

Public Notice: Agendas are posted in the following locations: Town Hall bulletin boards & Town website www.grandchute.net 2015 Wisconsin Act 79 allows the publication of certain legal notices on an Internet site maintained by a municipality. This law allows these types of legal notices to be posted in one physical location in the jurisdiction (instead of three) if also placed on an Internet site maintained by the local government.

Special Accommodations: Requests from persons with disabilities who need assistance to participate in this meeting should be made to the Clerk’s Office at (920-832-5644) with at least 24-hour notice.

Notice of Possible Quorum: A quorum of the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Community Development Authority, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission may be present at this meeting for the purpose of gathering information and possible discussion on items listed on this agenda. However, unless otherwise noted in this agenda, no official action by the Town Board, Plan Commission, Board of Review, Licensing Committee, Parks Commission, Joint Review Board, Zoning Board of Appeals and/or Police and Fire Commission will be taken at this meeting.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – DECEMBER 17, 2019

CALL TO ORDER/ROLL CALL

Meeting called to order at 6:30 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Jeff Nooyen, Eric Davidson, Travis Thyssen, Bruce Sherman, and Angie Cain, Town Clerk

STAFF: Jim March, Town Administrator; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Robert Buckingham, Community Development Director; Brent Braun, IT Director; Julie Wahlen, Finance Director; Katie Schwartz, Public Works Director; Sarah Ziemba, HR Director; Karen Heyrman, Deputy Director of Public Works; Mike Patza, Town Planner; Tyler DeBruin, GIS/Utility Technician; Colette Jaeger, Police Captain; Mike Velie, Police Captain, several police officers; Mick Magalski, McMahon Associates; Attorney Rossmeissl, Herrling Clark Law Offices

OTHERS: 0 signed attendance

PLEDGE OF ALLEGIANCE

President Schowalter led the Pledge of Allegiance.

APPROVAL OF AGENDA/ORDER OF THE DAY

Motion (Thyssen/Nooyen) to approve the agenda as printed. Motion carried.

PUBLIC INPUT – There was no public input.

CONSENT AGENDA

Approve regular joint meeting minutes – December 3, 2019

Accept Monthly Report – November 2019

Motion (Nooyen/Davidson) to approve the consent agenda. Motion carried.

FINANCIAL REPORTS

Approval of Voucher Lists – December 17, 2019

San 1, 2, 3 & East Side – \$45,780.57 ACH – \$99,708.82

Accept Budget Statement – October 2019

Motion (Davidson/Thyssen) to accept and approve the financial reports. Motion carried.

NEW BUSINESS

Approve the Professional Services Agreement with McMahon for completion of the Urban Nonpoint Source and Storm Water Management grant in the amount of \$181,400.

Motion (Sherman/Davidson) to approve. Motion carried.

RESOLUTIONS

Resolution SD1-03-2019 approving the agreement between the Town of Grand Chute and the Town of Grand Chute Sanitary District No. 1 regarding Intergovernmental Loan for Water System Projects.

JOINT REGULAR MEETING – SANITARY DISTRICT NO. 1, NO. 2, NO. 3 & EAST SIDE UTILITY DISTRICT – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – DECEMBER 17, 2019

Motion (Nooyen/Davidson) to approve SD1-03-2019. Motion carried.

Resolution SD3-11-2019 approving the agreement between the Town of Grand Chute and the Town of Grand Chute Sanitary District No. 3 regarding Intergovernmental Loan for Storm Water Management System Projects.

Motion (Davidson/Sherman) to approve SD3-11-2019. Motion carried.

ADJOURNMENT

Motion (Nooyen/Thyssen) to adjourn. Motion carried.

Meeting adjourned 6:33 p.m.

These minutes were taken at a regular meeting held on December 17, 2019 and entered in this record book, December 18, 2019 by:

Angie Cain

Angie Cain, Town Clerk
Joint Sanitary District No. 1, No. 2, No. 3 & East Side Utility District
Initial Draft

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 94926:						192.00
94927	01/07/2020	TOWN OF GRAND CHUTE	101062501	JAMES PALTZER PROPERTY 3822 N GILLETT ST	63-03-82000-390	81.44
94927	01/07/2020	TOWN OF GRAND CHUTE	101128303	2019 TAXES FOR MISTY POND	63-03-82000-390	56.47
94927	01/07/2020	TOWN OF GRAND CHUTE	102505301	2019 TAXES N COBBLE CREEK DR	61-01-93000-390	40.00
Total 94927:						177.91
94930	01/07/2020	WISCONSIN DEPT OF TRANS	395-00001543	DOT ASSISTANCE WITH SPENCER ST PROJECT	61-00-10700	12,412.81
94930	01/07/2020	WISCONSIN DEPT OF TRANS	395-00001543	DOT ASSISTANCE WITH SPENCER ST PROJECT	63-00-10700	14,981.70
94930	01/07/2020	WISCONSIN DEPT OF TRANS	395-00001550	DOT ASSISTANCE WITH SPENCER ST PROJECT	63-00-10700	17,803.10
Total 94930:						45,197.61
Grand Totals:						305,084.33

Dave Schowalter, President: _____

Jeff Nooyen, Commissioner: _____

Travis Thyssen, Commissioner: _____

Bruce Sherman, Commissioner: _____

Eric Davidson, Commissioner: _____

Angie Cain, Secretary: _____

Julie M. Wahlen, Treasurer: _____

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94873	12/19/2019	FOX WEST REGIONAL SEWER	4229	OPERATIONS & MAINT - SEWERAGE NOV 19	62-02-82601-290	62,915.34
94873	12/19/2019	FOX WEST REGIONAL SEWER	4229	EQUIPMENT REPLACEMENT-SEWERAGE - NOV 20	62-02-40301-000	9,348.55
94873	12/19/2019	FOX WEST REGIONAL SEWER	4229	DEBT SERVICE - SEWERAGE - NOV 2019	62-02-40400-000	44,299.25
94873	12/19/2019	FOX WEST REGIONAL SEWER	4229	DEPRECIATION-SEWERAGE NOV 2019	62-02-40300-000	5,992.43
Total 94873:						122,555.57
94878	12/19/2019	OUTAGAMIE COUNTY TREAS	10753	LANDFILL FEES FOR STREET SWEEPING DEBRIS	63-03-82000-290	199.88
Total 94878:						199.88
94881	12/26/2019	WE ENERGIES	0475-274-330-	GAS SVCS FOR BOOSTER STATIONS	61-01-62600-344	20.05
94881	12/26/2019	WE ENERGIES	0475-274-330-	ELECTRIC BOOSTER STATIONS	61-01-62300-344	4,417.54
94881	12/26/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC WATER TOWERS	61-01-67200-349	424.84
94881	12/26/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC LIFT STATIONS	62-02-82100-220	2,370.62
94881	12/26/2019	WE ENERGIES	0475-274-330-	GAS/ELECTRIC STORMWATER PONDS	63-03-82000-220	490.78
Total 94881:						7,723.83
94882	01/07/2020	ACC AUTOMATED COMFORT	25434	SERVICE BOOSTER STATION 1	61-01-63100-360	218.75
Total 94882:						218.75
94883	01/07/2020	AMERICAN CONSERVATION &	10517	AQUAHAWK MONTHLY BILLING	61-01-92300-290	468.75
94883	01/07/2020	AMERICAN CONSERVATION &	10517	AQUAHAWK MONTHLY BILLING	62-02-85100-290	468.75
Total 94883:						937.50
94884	01/07/2020	APPLETON AREA SCHOOL DIS	86471	ANNUAL FIBER MAINTENANCE	61-01-92300-290	728.14
94884	01/07/2020	APPLETON AREA SCHOOL DIS	86471	ANNUAL FIBER MAINTENANCE	62-02-85100-290	728.14
94884	01/07/2020	APPLETON AREA SCHOOL DIS	86471	ANNUAL FIBER MAINTENANCE	63-03-82000-290	728.14
Total 94884:						2,184.42
94894	01/07/2020	CITY OF APPLETON	3718	PROSPECT AVE AGREEMENT REIMBURSEMENT	63-00-10700	55,012.24
Total 94894:						55,012.24
94896	01/07/2020	DE GROOT, INC	2019-12-3	PAY REQ 3-BLUEMOUND/8TH/LILAS WATERMAIN R	61-00-10700	17,322.09
Total 94896:						17,322.09
94897	01/07/2020	DIGGERS HOTLINE	191 1 39201	DIGGERS TICKETS	63-03-82000-290	228.80
Total 94897:						228.80
94900	01/07/2020	EMMONS BUSINESS INTERIO	150869	CONTRACTED SERVICES FOR OFFICE SPACE	61-01-92300-290	981.95
94900	01/07/2020	EMMONS BUSINESS INTERIO	150869	CONTRACTED SERVICES FOR OFFICE SPACE	62-02-85100-290	981.95
94900	01/07/2020	EMMONS BUSINESS INTERIO	150869	CONTRACTED SERVICES FOR OFFICE SPACE	63-03-82000-290	981.94
94900	01/07/2020	EMMONS BUSINESS INTERIO	150871	CONTRACTED SERVICES FOR OFFICE SPACE	61-01-92300-290	211.14
94900	01/07/2020	EMMONS BUSINESS INTERIO	150871	CONTRACTED SERVICES FOR OFFICE SPACE	62-02-85100-290	211.14
94900	01/07/2020	EMMONS BUSINESS INTERIO	150871	CONTRACTED SERVICES FOR OFFICE SPACE	63-03-82000-290	211.14
Total 94900:						3,579.26
94904	01/07/2020	HEARTLAND BUSINESS SYST	348942-H	MEMORY FOR SERVER	61-00-39110	202.69

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
94904	01/07/2020	HEARTLAND BUSINESS SYST	348942-H	MEMORY FOR SERVER	62-00-39110	202.69
94904	01/07/2020	HEARTLAND BUSINESS SYST	348942-H	MEMORY FOR SERVER	63-00-37200	202.69
94904	01/07/2020	HEARTLAND BUSINESS SYST	351563-H	SUPPORT HOURS	61-01-92100-221	1,000.00
94904	01/07/2020	HEARTLAND BUSINESS SYST	351563-H	SUPPORT HOURS	62-02-85100-221	1,000.00
94904	01/07/2020	HEARTLAND BUSINESS SYST	351563-H	SUPPORT HOURS	63-03-82000-221	1,000.00
Total 94904:						3,608.07
94908	01/07/2020	MARCO INC NW7128	INV7117640	MONTHLY PLOTTER BILL	63-03-82000-290	30.40
94908	01/07/2020	MARCO INC NW7128	INV7117640	MONTHLY PLOTTER BILL	62-02-85100-290	30.40
94908	01/07/2020	MARCO INC NW7128	INV7117640	MONTHLY PLOTTER BILL	61-01-92300-290	30.40
Total 94908:						91.20
94910	01/07/2020	MCMAHON	0916608	ADMIN/STAKING ELSNER RD SANITARY SEWER	62-00-10700	1,207.80
94910	01/07/2020	MCMAHON	0916610	PLEASANTVIEW CT SANITARY SEWER INVESTIGA	62-02-85203-210	5,667.80
94910	01/07/2020	MCMAHON	0916614	STAKING/CONSTR ADMIN APPLE CREEK BOX CUL	63-00-10700	1,913.60
94910	01/07/2020	MCMAHON	0916616	GILLET ST (ELSNER-EDGEWOOD) DRAINAGE ST	63-00-10700	66.80
94910	01/07/2020	MCMAHON	0916620	DESIGN CASALOMA DR BRIDGE REPLACEMENT	63-00-10700	150.30
94910	01/07/2020	MCMAHON	0916621	DESIGN CASALOMA DR NORTH BRIDGE REPLACE	63-00-10700	100.20
94910	01/07/2020	MCMAHON	0916629	DESIGN SVCS 2020 WATERMAIN PROJECTS	61-00-10700	1,356.75
94910	01/07/2020	MCMAHON	0916630	ADMIN/STAKING ELSNER RD WATERMAIN	61-00-10700	9,249.50
94910	01/07/2020	MCMAHON	0916631	CONST ADMIN/ONSITE REP BLUEMOUND/LILAS/8T	61-00-10700	1,098.30
94910	01/07/2020	MCMAHON	0916871	ECOLOGICAL SVCS N&S BLUEMOUND PONDS	63-03-82000-360	397.50
Total 94910:						21,208.55
94913	01/07/2020	NEWSC	1987	2020 NEWSC MEMBERSHIP DUES	63-03-82000-321	2,290.00
Total 94913:						2,290.00
94915	01/07/2020	OUTAGAMIE COUNTY TREAS	201900000310	RECORDING FEES BENTWOOD ESTATES LOT 50	63-00-10700	30.00
Total 94915:						30.00
94916	01/07/2020	PJK CO INC	10021854	SERVICE TELEMETRY (SCADA) EQUIPMENT	62-02-83400-390	230.00
Total 94916:						230.00
94917	01/07/2020	PRECISION SEALCOATING IN	01567	STREET SWEEPING 11/18/19-11/19/19	63-03-82000-290	2,754.00
Total 94917:						2,754.00
94920	01/07/2020	PTS CONTRACTORS INC	2019-05A/B #5	PAY REQ 5-N MCCARTHY RD RECONSTRUCTION	62-00-10700	4,848.00
94920	01/07/2020	PTS CONTRACTORS INC	2019-05A/B #5	PAY REQ 5-N MCCARTHY RD RECONSTRUCTION	61-00-10700	8,304.65
Total 94920:						13,152.65
94923	01/07/2020	ROBERT J IMMEL EXC. INC	17868	REPAIR WATERMAIN BREAK AT COLLEGE AVE & P	61-01-67300-390	6,190.00
Total 94923:						6,190.00
94926	01/07/2020	SYSTEMS TECHNOLOGIES	743042	CAMERA WORK AT TOWN HALL	61-01-92300-290	64.00
94926	01/07/2020	SYSTEMS TECHNOLOGIES	743042	CAMERA WORK AT TOWN HALL	62-02-85100-290	64.00
94926	01/07/2020	SYSTEMS TECHNOLOGIES	743042	CAMERA WORK AT TOWN HALL	63-03-82000-290	64.00

Check Issue Date	Payee	Invoice Number	Description	Invoice GL Acct	Check Amount
61					
12/20/2019	CITY OF APPLETON	122019	COLLEGE AVE FIRE PROTECTION	61-01-60200-390	402,137.68
Total 191220001:					402,137.68
Total 61:					402,137.68
Grand Totals:					402,137.68

Angie Cain, Secretary:

Angie Cain

Date:

12/27/19



AGENDA REQUEST
1/7/2020

TOPIC: 2020 General Engineering Agreement with McMahon Associates, Inc. for engineering and land surveying services.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Town Board , SAN 1/2/3
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: The Town requests that the General Engineering Services Agreement be updated on an annual basis.

BACKGROUND/ANALYSIS: The purpose of the attached 2020 General Engineering Agreements for the Town, SAN 1, SAN 2, and SAN 3 are to confirm the General Terms & Conditions (GTCs) for professional services that are authorized and requested by the Town and Sanitary Districts. Professional services may include opinions of probable cost, plan reviews, environmental investigations, wetland delineations, land surveys, mapping, studies, reports, design, bidding, construction services, or other tasks as authorized. These agreements will make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000.

The GTCs are dated August 29, 2018 and have not changed since that date. The 2020 fee schedules are effective as of January 2, 2020 and show approximately a 3% overall increase from the prior fee schedule dated April 11, 2019.

RECOMMENDATION: Staff recommends approval of the 2020 General Engineering Agreement with McMahon Associates, Inc. for engineering and land surveying services.

FISCAL IMPACT: BUDGET
Items performed under the General Engineering Agreement are primarily within budgeted general ledger items.

ATTACHMENTS:
Attachment No. 1 - Town of Grand Chute - 2020 General Engineering Agreement
Attachment No. 2 - SAN 1 - 2020 General Engineering Agreement
Attachment No. 3 - SAN 2 - 2020 General Engineering Agreement
Attachment No. 4 - SAN 3- 2020 General Engineering Agreement



December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Town of Grand Chute
1900 West Grand Chute Boulevard
Grand Chute, WI 54913

Re: 2020 GENERAL ENGINEERING AGREEMENT
McM. No. M0032-9-19-00002.00.08

Dear Katie:

We wish to thank you for the opportunity to provide engineering and land surveying services for the Town of Grand Chute. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement or Memorandum of Understanding for your use.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2020 Fee Schedule is attached. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated August 29, 2018, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Page 2 | December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Town of Grand Chute

We appreciate having you as a client, and look forward to serving you in the future.

Respectfully,

McMahon Associates, Inc.



Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

Accepted this _____ day of _____, 20____.

_____ (authorized signature)
Katie Schwartz, P.E., DPW
Town of Grand Chute

CCS:car

Enclosures: General Terms & Conditions
 2020 Fee 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, 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

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
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 - \$91.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$87.00
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	\$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
-------------	------

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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NEENAH, WI 54956

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December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #1
1900 West Grand Chute Boulevard
Grand Chute, WI 54913

Re: 2020 GENERAL ENGINEERING AGREEMENT
McM. No. M0032-9-19-00002.00.08

Dear Katie:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #1. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement or Memorandum of Understanding for your use.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2020 Fee Schedule is attached. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated August 29, 2018, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Page 2 | December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #1

We appreciate having you as a client, and look forward to serving you in the future.

Respectfully,

McMahon Associates, Inc.



Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

Accepted this _____ day of _____, 20__.

_____ (authorized signature)
Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #1

CCS:car

Enclosures: General Terms & Conditions
 2020 Fee 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, 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

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
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 - \$91.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$87.00
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	\$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

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NEENAH, WI 54956

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REIMBURSABLE EXPENSES SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

DESCRIPTION	RATE
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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
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Survey Paint	\$4.50/Can
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December 27, 2019

Ms. Katie Schwartz, P.E., DPW
 Grand Chute Sanitary District #2
 1900 West Grand Chute Boulevard
 Grand Chute, WI 54913

Re: 2020 GENERAL ENGINEERING AGREEMENT
 McM. No. M0032-9-19-00002.00.08

Dear Katie:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #2. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement or Memorandum of Understanding for your use.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2020 Fee Schedule is attached. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated August 29, 2018, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Page 2 | December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #3

We appreciate having you as a client, and look forward to serving you in the future.

Respectfully,

McMahon Associates, Inc.



Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

Accepted this _____ day of _____, 20__.

_____ (authorized signature)
Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #3

CCS:car

Enclosures: General Terms & Conditions
 2020 Fee 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, 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.
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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
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Property Damage	\$1,000,000
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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.
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FEE SCHEDULE | 2020

McMAHON ASSOCIATES, INC.

Effective: 01/02/2020

LABOR CLASSIFICATION	HOURLY RATE
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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 - \$91.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$87.00
Wetland Delineator	\$93.00
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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.

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CORPORATE HEADQUARTERS**

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December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #3
1900 West Grand Chute Boulevard
Grand Chute, WI 54913

Re: 2020 GENERAL ENGINEERING AGREEMENT
McM. No. M0032-9-19-00002.00.08

Dear Katie:

We wish to thank you for the opportunity to provide engineering and land surveying services for Grand Chute Sanitary District #3. We value this relationship, and look forward to assisting you with future projects, as the need arises.

The Town's continued growth will require the solution to many problems, and our firm can provide a full range of services to meet your needs. So that we can serve you better, we have prepared this *General Engineering Agreement* for your consideration. This Agreement would make possible the prompt and successful completion of smaller projects, for which the fees would be less than \$5,000. These projects could include plan reviews, small feasibility studies and reports, minor design projects, replies to questions, etc. If the fees for the project exceed \$5,000, we will prepare a formal Agreement or Memorandum of Understanding for your use.

Services provided under this *General Engineering Agreement* will be invoiced in accordance with the Fee Schedule in effect at the time services are performed. The 2020 Fee Schedule is attached. We would invoice you for the actual services provided for each project by the staff members involved, plus other expenses incidental to the project such as meals, mileage and other direct expenses.

All services will be performed in accordance with McMAHON's General Terms & Conditions, dated August 29, 2018, which are incorporated into this *General Engineering Agreement* by reference.

We would begin work on each individual task immediately upon your authorization to proceed. We would, however, request a written confirmation of your request.

Page 2 | December 27, 2019

Ms. Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #3

We appreciate having you as a client, and look forward to serving you in the future.

Respectfully,

McMahon Associates, Inc.



Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

Accepted this _____ day of _____, 20__.

_____ (authorized signature)
Katie Schwartz, P.E., DPW
Grand Chute Sanitary District #3

CCS:car

Enclosures: General Terms & Conditions
 2020 Fee 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, 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

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
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 - \$91.00
Senior G.I.S. Analyst	\$135.00
G.I.S. Analyst	\$87.00
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	\$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.

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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.

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AGENDA REQUEST
1/7/2020

TOPIC: Bluemound/Eighth/Lilas Change Order #2, Contract 2019-12, extending the Final Completion Date to June 13, 2020.

<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/> Reports <input type="checkbox"/> Closed Session <input type="checkbox"/> Ordinance/Resolution	Meeting: Sanitary District 1
Department Reporting: Public Works	Submitted By: Katie Schwartz, P.E., Director P.W.

ISSUE: Shall the Sanitary Commission approve Bluemound/Eighth/Lilas Change Order #2, Contract 2019-12, extending the Final Completion Date to June 13, 2020.

BACKGROUND/ANALYSIS: This change order increases the working days on contract 2019-12 with no change in contract amount. The new Substantial Completion Date will be May 30, 2020 while the Final Completion Date will be June 13, 2020. The extension is justified based on the extreme wet conditions in 2019. Work remaining includes lawn restoration.

RECOMMENDATION: Staff recommendation is to approve Bluemound/Eighth/Lilas Change Order #2, Contract 2019-12, extending the Final Completion Date to June 13, 2020.

FISCAL IMPACT: N/A

ATTACHMENTS:
Attachment No. 1 - Bluemound/Eighth/Lilas Change Order #2



December 20, 2019

Grand Chute Sanitary District #1
Attn: Katie Schwartz, P.E., DPW
1900 W. Grand Chute Boulevard
Grand Chute, WI 54913

Re: Grand Chute Sanitary District #1
Contract 2019-12
Bluemound Drive, Eighth Street & Lilas Drive
Water Main Construction
Change Order #2
McM. No. G0007-9-18-00687

Enclosed herewith is Change Order #2 for the above referenced project. This change is an increase to the working days on W. Spencer Street and S. Bluemound Drive. The current Contract Price remains unchanged.

Please review and sign in the space provided. **Return all copies to our office**, and we will distribute accordingly.

Should you have any questions, please contact our office at your convenience.

Respectfully,

McMahon Associates, Inc.

Carl C. Sutter, P.E., CCS
Senior Vice President E&I Division

CCS:car

Enclosure: Change Order #2

CHANGE ORDER

DE GROOT, INC.
4201 Champion Road
Green Bay, WI 54311

Contract No. 2019-12
Project File No. G0007-9-18-00687
Change Order No. Two (2)
Issue Date: December 13, 2019
Project: Grand Chute Sanitary District #1
Bluemound Dr, Eighth St & Lilas Dr
Water Main Construction

You Are Directed To Make The Changes Noted Below In The Subject Contract:

	(Item Description)	(Price)
2.1	Change Substantial Completion Date from August 16, 2019 to May 30, 2020. Change Final Completion Date from August 30, 2019 to June 13, 2020	+ 288 Calendar Days
	TOTAL	+ 288 Calendar Days

The Changes Result In The Following Adjustments:

	CONTRACT PRICE	TIME
Prior To This Change Order	<u>\$606,489.67</u>	<u>0</u> days
Adjustments Per This Change Order	<u>\$0.00</u>	<u>+288</u> Calendar Days
Current Contract Status	<u>\$606,489.67</u>	<u>0</u> days

Recommended:
McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

Accepted:
DE GROOT, INC.
Wisconsin

Authorized:
GRAND CHUTE
SANITARY DISTRICT #1

By: *[Signature]*
Date: 12-13-19

By: *[Signature]*
Date: 12-17-19

By: _____
Date: _____

- OWNER Copy
- CONTRACTOR Copy
- ENGINEER Copy (Contract Copy)
- FILE COPY

Four (4) Copies Should Accompany This Change Order
Execute And Return To ENGINEER For Distribution