



MEETING	DATE	TIME	LOCATION
Town Board	Tuesday, August 4, 2020	Immediately following Sanitary District	VIRTUAL MEETING 1900 W. Grand Chute Blvd.

**\*\*VIRTUAL MEETING PARTICIPATION OPTIONS\*\***

*Note: Stay connected from Sanitary District Meeting for the Town Board Meeting*

Web Access:

<https://grandchute.my.webex.com/grandchute.my/j.php?MTID=m97ee0d5a3c80813cd8b499a8e4907f9b>

Access Code: 620 057 177

Meeting Password: 1900

Telephone Access:

Dial: (408) 418-9388

Access Code: 620 057 177

Meeting Password: 1900

A. CALL TO ORDER/ROLL CALL

B. APPROVAL OF AGENDA/ORDER OF THE DAY

C. PUBLIC INPUT **No public comment** will be permitted at this meeting out of a concern for fairness and safety as many attendees will be attending remotely without any meaningful ability to participate.

D. 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. Approval of regular meeting minutes from July 21, 2020

2. Licensing: *(applications on file in the clerk's office)(License Committee recommends approval)*

a. Approval of operator licenses applications to expire: 2022 dated 7/9/2020 and 7/23/2020

3. Special Event Permit:

a. Appleton Baseball Club, 2400 N. Casaloma Drive (Timber Rattlers Stadium), for wedding fireworks on October 31, 2020. CONDITIONS: 1) No fireworks may begin after 10:00 p.m., 2) Display must comply with NFPA 1123 standards, and 3) Fire Chief maintains the right to call off any fireworks show due to conditions at the time of the event.

E. FINANCIAL REPORTS

1. Approval of Voucher List – August 4, 2020

F. NEW BUSINESS

1. Plan Commission Recommendations:

a. CUP-05-20 Conditional Use Permit requested by Schmidt Bros. Custom Homes, Inc., on behalf of ART Acquisitions LLC, 4265 N. Deer Valley Ct., to allow grading and filling associated with construction of a single-family home. Planner Patza to report results from 8/4/2020 PC meeting.

2. Approve the rescheduling of the Thursday, October 8, 2020 meetings back to Tuesday, October 6, 2020 due to the cancellation of National Night Out.

3. Award of bid, Contract 2020-16, HMA Trail Construction to Vinton Construction Company in the amount of \$796,860.15.
4. Award of proposal for canopy design at Town Center Park.

G. RESOLUTION

1. Resolution TBR-20-2020 moving wards 15-18 to vote at Town Hall instead of Town Center Park for the November 3, 2020 Presidential Election.

H. ADJOURNMENT

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**Public Notice:** Agendas are posted in the following locations: Town Hall bulletin boards & Town website [www.grandchute.net](http://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 Sanitary Districts, 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 Sanitary Districts, 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.

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CALL TO ORDER/ROLL CALL

Meeting called to order at 6:35 p.m. by Dave Schowalter, presiding officer.

PRESENT: Dave Schowalter, Brad Gehring, Jeff Ings, Jeff Nooyen, Travis Thyssen, and Angie Cain, Town Clerk

STAFF: Jim March, Town Administrator; Tim Bantes, Fire Chief; Greg Peterson, Police Chief; Brent Braun, IT Director; Katie Schwartz, Director of Public Works; Julie Wahlen, Finance Director; Sarah Ziemba, HR Director; Mike Patza, Town Planner; Karen Heyrman, Deputy Director of Public Works; Kelly Hanink and Matt Kasriel, Assistant Fire Chiefs; Atty. Rossmeissl, Herrling Clark Law Offices; and Nick Vande Hey, McMahon

OTHERS: 32 signed attendance

APPROVAL OF AGENDA/ORDER OF THE DAY

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

SPECIAL PRESENTATION – Discussion regarding the Fire Department Referendum (GCFD and Gold Cross Ambulance)

Mark Fredrickson, Executive Director of Gold Cross Ambulance Service Inc., provided a PowerPoint presentation to the Town Board. He described their history and provided an overview of the organization. He provided an overview of the different types of calls along with the equipment they use during calls. He questioned the difference in time between what GCFD reported on their arrival times to calls.

Supv. Gehring questioned the turnover at Gold Cross.

Steve Radditz, responded that they had higher turnover when their staff was getting burned out from all of the calls. They were working 24 hours shifts and now have been working 12 hours shifts and have less turnover.

Supv. Gehring asked what kind of outcome Mr. Fredrickson would like to see.

Mr. Fredrickson explained the difference between an EMT and a paramedic. He explained that the patient needs to be evaluated before ALS skills take place.

Supv. Gehring questioned Mr. Fredrickson if paramedics are a good thing for a community and if they help their crews.

Mr. Fredrickson stated that paramedics were a good thing and they can help crews in the field.

Supv. Ings questioned what concerns Gold Cross Ambulance has if Grand Chute were to start adding paramedics to their staff.

Mr. Fredrickson was concerned over the repetition they would be receiving while answering calls and using their skills. Gold Cross paramedics touch between 600-700 people per year and receive a lot of calls. He is concerned over skill level, duplication of service, and costs involved. He feels there will be complications with two different agencies working together and feels they should have a collaborative relationship. Many things should fall into place before this happens. He questioned who would take charge of the patient and who would go to the hospital with the patient. He feels there are a lot of unknowns.

Monica Hilt, Gold Cross Board Member, explained that Gold Cross is a community asset. They have a knowledgeable leadership team. They are more than happy to continue the conversation to make sure the

needs of Grand Chute are being met. They want to make sure that they are giving high quality care. Dr. Ray Georgen, Director of Trauma Services for ThedaCare, explained that to be a successful trauma center depends on what happens on the scene. He feels the talent at Gold Cross is extremely high. He has concerns over duplication of lifesaving talent. He has a hard time understanding what the problem is because the response times are good. He doesn't know what the added value would be. If a trauma patient comes in, they do not compete over who does what, as that could cause a life.

Dr. Mark Westfall, Medical Director for Gold Cross Ambulance, provided his background in EMS. He said that nothing is wrong with having a paramedic on a fire engine, but they want to deliver the best care in EMS. The cardiac survival rates far exceed the national average. They have a better outcome and better response times. He said the first few minutes of a call they are using BLS skills. If the calls are 70% EMS and 30% Fire calls, he would like to see the training skew more towards EMS than Fire. Gold Cross is constantly moving during the middle of the night. Fire departments are not able to move their fire stations in the middle of the night.

Dr. Cyril Walsh, Emergency Physician, explained they moved to the area because of the healthcare, low crime, and four seasons. He questioned why they would want to duplicate the efforts of Gold Cross. He doesn't see the opportunity to improve care by moving forward with this.

David Tiedt, 3531 W. Sunnyview Road, believes there should be paramedics on the ambulance. He spoke to the professionalism and the commitment that the Grand Chute Fire Department has with their first responders. Grand Chute will continue to grow and will increase in call volume. The majority of the cases, Grand Chute Fire Department will arrive first on the scene.

Chief Bantes explained that this has been a discussion point for the last 3-5 years. They provide the Board with increasing call volume on a monthly basis. The Fire Department is multifaceted by providing many services to the community. They are accepted and trusted by the community. They want to make a difference in the community of Grand Chute. He doesn't feel it is duplication of efforts. It is augmentation to help the system. Most paramedic systems, such as Oshkosh, Green Bay, Manitowoc, and Fond du Lac have Fire Department based ambulance systems that respond with a paramedic engine. There is no duplication or drop of skill level that is discussed in these communities. The Chiefs of those areas say it actually enhances the response. They respond to their residents and they want to help them. They are going to have to make some tough decisions if they want to meet the needs of the community. They sent out surveys to the community and the responses that came back said that the highest priority was EMS and a fast efficient response. He explained that it takes a team to save people. He explained that they tried to get added to Pulse Point, which activates off-duty paramedics in the area, and they were told Gold Cross was not interested in adding the Grand Chute firefighters. The work collaborating with other fire departments with a system called MAVIS, which covers other stations when they are on calls. The entire Midwest has adopted this system because of its efficiency. This is another opportunity to collaborate and he feels they will be successful at it. If someone has an emergency, they will not care if it was a GCFD paramedic or a Gold Cross paramedic as long as they receive help.

Asst. Chief Kasriel explained how he compiles the data. He explained that they do not have access to the data from Gold Cross. He explained that they would be cooperating and working together as a team. They are focused on saving the lives of the residents of Grand Chute.

Supv. Thyssen questioned if they had the same type of training for paramedics whether if they are working at Grand Chute or Gold Cross.

Asst. Chief Kasriel explained that there are state and national standards for training.

Chief Bantes explained that there are classes mandated by the state and certification for ACLS.

Dr. Ryan Murphy, GCFD Medical Director, explained that he is going to block out the politics and focus on patient care. Another paramedic at the scene would allow for backup. They have a better chance for

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building a better retention in their department. It builds morale and confidence if there is going to be a paramedic with you on the scene. They want to better themselves and their education. The people of Grand Chute can decide if that is how they want to spend their money in a referendum.

Dale Gisi, President of Gold Cross Board, explained his concern over the collaboration and wanted to know what the problem is for needing to hire paramedics. He said there has been zero collaboration and that should cause everyone to pause.

Chief Hansen, Appleton Fire Chief, explained that the City of Appleton has been exploring the opportunity to have paramedic engines. They have been having collaborations and discussions since January 2019. He was informed that Gold Cross would not support their efforts to have paramedic engines by Nick Romensko in February 2020. They did not get an opportunity to talk to the Board or answer any questions. They are there to provide a service to the community. He questioned if one paramedic was okay and explained that Gold Cross has a permit from the State to have only one paramedic on the ambulance. He said what is better than one paramedic, two paramedics and so forth. They go through the same training. They help provide a knowledge base and experience. City of Appleton has 11 paramedics and they are currently working their way up. He feels it is always better to have more training and higher skilled individuals on the engines.

PUBLIC INPUT – There was no public input.

#### CONSENT AGENDA

Approval of regular meeting minutes from July 7, 2020 and special meeting minutes from June 30, 2020.

Licensing: *(applications on file in the clerk's office)(License Committee recommends approval)*

Approval of operator licenses applications to expire: 2022 dated 6/25/2020 and 7/2/2020.

Operator licenses recommended for denial: Captain and Sauer

Appointment of Eric Davidson to the Police and Fire Commission to fill an unexpired term expiring in April 2021.

Accept Monthly Reports: Community Development, Fire Department, Police Department, Public Works, and Parks Commission

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

#### FINANCIAL REPORTS

Approval of Voucher List – July 21, 2020

\$236,884.00 (95605-95656); Payroll \$387,386.00; ACH \$11,021.92

Accept Monthly Budget Statement – June 2020

**Motion (Gehring/Ings) to approve the voucher list and accept the monthly budget statement. Motion carried.**

#### NEW BUSINESS

Plan Commission Recommendations:

SE-10-20 Special Exception requested by GCD, LLC, 4620 N. Lynndale Drive, for approval of a Planned Unit Development designation of the White Hawk West Condominium. PC recommends approval.

**Motion (Thyssen/Nooyen) to approve.**

Supv. Ings questioned how close the buildings were to Daryl Krause's home and that it was less than 80 feet. He asked if the plan allowed for adequate separation.

Planner Patza explained that the building is 42 feet from the lot line and the minimum is 25 feet. He explained that there is also going to be a buffer as part of the project.

Supv. Ings asked if a retention pond would be part of this project.

Planner Patza explained that it would be part of the site plan process. The stormwater is being treated by an off-premise pond and there is going to be a dry retention pond and they are still working through that plan. This is pending approval from the Town Engineer and is a contingency on the overall project.

Supv. Thyssen asked if Planner Patza thought this was a good use of this property considering the power lines and the wetlands.

Planner Patza agreed that they have talked to several developers over the past years about this property and this one serves as a nice transition between the properties as it is a high quality product and will have half of the allowable density.

**Motion carried.**

CP-03-20 Request by GCD, LLC, 4620 N. Lynndale Drive, for approval of the Condo Plat of White Hawk West Condominium. PC recommends approval.

**Motion (Thyssen/Nooyen) to approve. Motion carried.**

Cemetery reimbursement for the care of veterans graves from Outagamie County in the amount of \$137.67.

**Motion (Thyssen/Ings) to approve. Motion carried.**

Approval of Professional Services Agreement with McMahon Associates, Inc. for design, bidding, and construction administration services for a N. Casaloma Drive cul-de-sac in the amount of \$24,600.

**Motion (Nooyen/Gehring) to approve. Motion carried.**

Approval of Handbook Appendix K: Fire Department Battalion Chiefs.

**Motion (Gehring/Thyssen) to approve. Motion carried.**

Action on public safety referendum by selection of option #1 or option #2.

Dir. Wahlen reviewed the levy amounts based on the different options. She estimated a three percent difference between a firefighter and a paramedic.

**Motion (Nooyen/Gehring) to approve option #1 with paramedics for the Fire Department referendum.**

Supv. Nooyen explained that all of the discussion has been on whether they have paramedics or firefighters. The numbers that was put before them is only about 70 cents more per year. He doesn't understand the friction. He said Gold Cross provides a great service to the Fox Valley. He isn't looking to get into the ambulance business but this would be an enhancement. He doesn't feel like there is a downside to have a paramedic on the engines. The Town is growing at a rapid rate and the call volume is increasing, and most of the calls are for medical reasons.

Supv. Thyssen explained that the Fire Department has never asked for an ambulance the whole time he has been on the Board. They ask to improve the level of service they provide to the residents of Grand Chute. A

TOWN BOARD MEETING – TOWN OF GRAND CHUTE – 1900 W. GRAND CHUTE BLVD., GRAND CHUTE, WI – JULY 21, 2020

paramedic with more training and experience as a first response may recognize and provide a lifesaving aspect. He doesn't see a downside to having a paramedic on the engine.

Supv. Gehring said this was a great idea and it has been long overdue. There is more mutual aid and working together now more than ever before. The street level first responders are the ones that are working together. He feels the community will act positively about this.

**Motion carried.**

CLOSED SESSION

Motion to convene in Closed Session via roll call vote pursuant to WI. Stats 19.85(1)(e) - Deliberations or negotiations on the purchase of public properties, investing of public funds or conducting other specific public business when competitive or bargaining reasons require a closed session. (FD Union Contract).

**Motion (Nooyen/Thyssen) to convene in Closed Session via Roll Call Vote: Nooyen – aye; Ings – aye; Thyssen – aye; Gehring – aye; and Schowalter – aye. Motion carried.**

Roll call taken at 8:52 p.m.

Chairman Schowalter, Supervisors Thyssen, Ings, Nooyen, and Gehring, Administrator March, Chief Bantes, Julie Wahlen, Sarah Ziemba, Attorney Rossmeissl, and Clerk Cain attended the Closed Session. Closed Session commenced at 8:54 p.m.

**Motion (Thyssen/Nooyen) to adjourn Closed Session and reconvene the regular meeting. Motion carried.**

Meeting reconvened at 9:04 p.m.

NEW BUSINESS CONTINUED

**Motion (Thyssen/Gehring) to ratify the Fire Department Union Contract. Motion carried.**

ADJOURNMENT

**Motion (Nooyen/Ings) to adjourn meeting. Motion carried.**

Meeting adjourned at 9:05 p.m.

These minutes were taken at a regular meeting held on July 21, 2020 and entered in this record book, July 22, 2020 by:

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Angie Cain, Town Clerk  
Town of Grand Chute  
**Initial Draft**

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2022). Amended applications where background check already complete and now resubmitted

**NEW**

**Approve    Deny**

Beck, Aaron J	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Milan, Joshua A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Navoichick, Natasha N	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger  
Capt. Jaeger or Chief Peterson

Date: 7/15/2020

**RENEWAL**

**Approve    Deny**

Diedrick, Carrie A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O'Brien, Tara L	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smith, Theresa A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smrecek, Cory S	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Capt Jaeger  
Capt. Jaeger or Chief Peterson

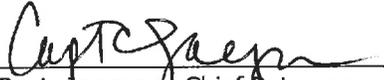
Date: 7/15/2020

Please Provide Operator's Licenses checks on the following applicants for New and Renewal Operator License, (the license will expire in 2022). Amended applications where background check already complete and now resubmitted

**NEW**

**Approve    Deny**

- Hernandez, Jocelyn M
- Nixa, Alexis M
- Seymour, Katherine L

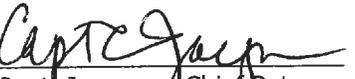
  
Capt. Jaeger of Chief Peterson

Date: 7/29/20

**RENEWAL**

**Approve    Deny**

- Meyerhofer, Mark A
- Wilkert, Gary F

  
Capt. Jaeger of Chief Peterson

Date: 7/29/20

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95689:						6,682.99
95690	08/06/2020	TITAN PUBLIC SAFETY SOLUT	4983	TIPSSCOURTS TRAINING FEE	10-15-51200-330	325.00
Total 95690:						325.00
95692	08/06/2020	WISCONSIN DEPT OF JUSTIC	8839	2ND QUARTER-TIME SYSTEM	10-17-52110-221	570.00
Total 95692:						570.00
95693	08/06/2020	WITTHUHN PRINTING CO. INC	2111	DEPT. BUSINESS CARDS	24-13-52200-320	190.00
Total 95693:						190.00
95694	08/06/2020	WONDRA CONSTRUCTION, IN	2019-03-FIVE	PAY REQ #5-WOODMAN DR URBANIZATION	55-14-57331-000	149,999.33
Total 95694:						149,999.33
95695	08/06/2020	WOODMANS	071320	RESTITUTION 5G80549MJP - SCHERER	10-15-45100	52.56
Total 95695:						52.56
Grand Totals:						436,066.67

Dave Schowalter, Chairman: \_\_\_\_\_

Jeff Nooyen, Supervisor: \_\_\_\_\_

Travis Thyssen, Supervisor: \_\_\_\_\_

Brad Gehring, Supervisor: \_\_\_\_\_

Jeff Ings, Supervisor: \_\_\_\_\_

Angie Cain, Clerk: \_\_\_\_\_

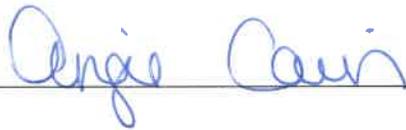
Julie M. Wahlen, Treasurer: \_\_\_\_\_

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
95658	07/23/2020	GARROW OIL CORP	891861	4,399 GALLONS UNLEADED FUEL	10-14-53311-344	7,550.62
95658	07/23/2020	GARROW OIL CORP	891861	1,500 GALLONS #2 CLEAR DIESEL FUEL	10-14-53311-344	2,425.41
Total 95658:						9,976.03
95659	07/23/2020	GRAND CHUTE UTILITIES	053120-PP	SHORT PAID MAY INVOICE-PATRIOT PARK	10-16-55200-220	51.60
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-FS1	WATER/SEWER/STORM/PFP FIRE STATION 1	10-13-52200-220	1,561.92
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-FS1 A	WATER - FIRE STATION 1	10-13-52200-220	36.64
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-LIONS	WATER/SEWER/STORM LIONS PARK	10-16-55200-220	338.34
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-LP	STORM WATER CHRГ-LECKER PARK	10-16-55200-220	185.45
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-PHP	WATER/SEWER/STORM PRAIRIE HILL PARK	10-16-55200-220	403.77
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-TCP	WATER/SEWER/STORM/PFP TOWN CENTER PARK	10-16-55200-220	625.23
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-TH	WATER/SEWER/STORM/PFP TOWN HALL	10-18-51600-220	3,527.40
95659	07/23/2020	GRAND CHUTE UTILITIES	063020-VSB	WATER/SEWER VEHICLE STORAGE BUILDING	10-14-53311-220	696.06
Total 95659:						7,426.41
95660	07/23/2020	KWIK TRIP	071720	KWIK TRIP GAS	10-13-52200-344	351.58
Total 95660:						351.58
95661	07/23/2020	WE ENERGIES	072120-WR44	LIGHTING AT EVERGREEN DR (E OF GILLETT) WR	46-09-57331-000	38,690.38
Total 95661:						38,690.38
95662	07/23/2020	WI VEST-A-DOG	07202020	HOTNPOP APP/NEW K9 SQUAD	71-17-52100-346	250.00
Total 95662:						250.00
95668	08/06/2020	CEDAR CORPORATION	104057	WETLAND DELINEATION-HIGHVIEW DRIVE	10-09-56900-211	2,225.00
Total 95668:						2,225.00
95669	08/06/2020	CITY OF APPLETON	4956	TRANSIT/LINK SERVICE JULY 2020	10-14-53520-290	59,143.00
Total 95669:						59,143.00
95670	08/06/2020	EZ GLIDE	0167522-IN	MAINTENANCE/REPAIRS TO GARAGE DOORS	10-18-51600-290	539.25
Total 95670:						539.25
95673	08/06/2020	HERRLING CLARK HARTZHEI	071020	QUARTERLY BILLING	10-15-51200-210	38.50
95673	08/06/2020	HERRLING CLARK HARTZHEI	071020	QUARTERLY BILLING	10-15-51200-210	6,506.50
95673	08/06/2020	HERRLING CLARK HARTZHEI	071020	QUARTERLY BILLING	48-09-56900-210	192.50
95673	08/06/2020	HERRLING CLARK HARTZHEI	071020	QUARTERLY BILLING	10-18-51300-210	1,540.00
95673	08/06/2020	HERRLING CLARK HARTZHEI	071020	QUARTERLY BILLING	10-18-51300-210	17,556.00
Total 95673:						25,833.50
95674	08/06/2020	JOHNSON CONTROLS FIRE P	21739696	ANNUAL MONITORING FEE	10-13-52200-290	350.00
Total 95674:						350.00
95675	08/06/2020	MARCUS MCGUIRE HOMES, L	071520	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	110.29

Check Number	Check Issue Date	Payee	Invoice Number	Description	Invoice GL Account	Check Amount
Total 95675:						110.29
95676	08/06/2020	MCC INC	227943	3/4" DENSE CRUSHER RUN	10-14-53311-340	765.52
95676	08/06/2020	MCC INC	230543	3/4" DENSE CRUSHER RUN & BREAKER RUN	10-14-53311-340	511.21
Total 95676:						1,276.73
95677	08/06/2020	MCAHON	0918952	DRAINAGE FACILITIES CHECK	10-11-52400-210	336.60
95677	08/06/2020	MCAHON	0918953	PLAN PREP WISCONSIN AVE SIDEWALK	47-09-57331-000	1,698.75
95677	08/06/2020	MCAHON	0918954	DRAINAGE PLAN REVIEW	10-11-52400-210	593.10
95677	08/06/2020	MCAHON	0918959	EROSION CONTROL INSPECTION	10-11-52400-210	739.98
95677	08/06/2020	MCAHON	0918960	EROSION CONTROL INSPECTION	10-11-52400-210	1,858.32
95677	08/06/2020	MCAHON	0918961	EROSION CONTROL INSPECTION	10-11-52400-210	913.83
Total 95677:						6,140.58
95679	08/06/2020	MICHELS PIPELINE	2020-02-ONE	PAY REQ 1-EVERGREEN DR (TOWN LAKES AVE TO	46-09-57725-000	82,207.20
95679	08/06/2020	MICHELS PIPELINE	2020-02-ONE	PAY REQ 1-EVERGREEN DR (TOWN LAKES AVE TO	46-09-57725-000	23,186.65
Total 95679:						105,393.85
95680	08/06/2020	NATIONAL MANAGEMENT LLC	072220	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	7.18
Total 95680:						7.18
95681	08/06/2020	OUTAGAMIE COUNTY TREAS	071420	JUNE COURT FINES	10-15-45100	2,394.82
95681	08/06/2020	OUTAGAMIE COUNTY TREAS	122409	ELECTION EXPENSES	10-12-51440-320	1,267.52
95681	08/06/2020	OUTAGAMIE COUNTY TREAS	122456	SPANISH TRANSLATION	10-17-52110-210	21.33
95681	08/06/2020	OUTAGAMIE COUNTY TREAS	202000000189	RECORDING FEES FOR WOODMAN DR URBANIZA	55-14-57331-000	120.00
95681	08/06/2020	OUTAGAMIE COUNTY TREAS	202000000189	RECORDING FEES EASEMENTS EVERGREEN DRI	46-09-57730-000	60.00
Total 95681:						3,863.67
95684	08/06/2020	RC EXCAVATING	2016-03-SEVE	PAY REQ 7(FINAL)-GILLETT STREET POND	46-09-57763-000	8,986.00
Total 95684:						8,986.00
95685	08/06/2020	RICKS TOWING & RECOVERY	14590	G20012233 DISTURBANCE/WEAPON	10-17-52120-290	165.00
Total 95685:						165.00
95686	08/06/2020	ROCK SOLID PROPERTIES, LL	071420	OVERPAYMENT OF FINAL WATER BILL	64-00-23201	100.19
Total 95686:						100.19
95687	08/06/2020	STATE OF WISCONSIN COURT	071420	JUNE COURT FINES	10-15-45100	6,568.15
Total 95687:						6,568.15
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Total 95688:						850.00
95689	08/06/2020	TAPCO	1674210	DUAL VERTICAL BEACONS	10-14-53311-340	6,682.99

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07/15/2020	DELTA DENTAL	379537	GROUP 1 DENTAL CLAIMS	11-18-59200-513	1,441.90
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07/15/2020	SERVICE CHARGE	071520	SERVICE CHARGE JUNE 2020	10-19-48110	533.42
Total 200715005:					533.42
07/16/2020	PITNEY BOWES GLOBAL FINA	071620	POSTAGE	10-18-51400-311	500.00
Total 200716001:					500.00
07/20/2020	GROUP INSURANCE ETFPAY	072020	AUGUST 2020 HEALTH INS	10-00-21531	163,119.54
Total 200720001:					163,119.54
07/22/2020	BENEFIT ADVANTAGE	421006	DCA/MED	11-18-59200-519	216.00
Total 200722001:					216.00
07/22/2020	DELTA DENTAL	383455	GROUP 2 DENTAL CLAIMS	10-00-13001	1,625.00
Total 200722002:					1,625.00
07/24/2020	GC POLICE BENEVOLENT AS	072420	GCPBA DEPOSIT	10-00-21590	32.00
Total 200724001:					32.00
Grand Totals:					167,467.86

Angie Cain, Clerk:



Dated:



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Grand Totals:				
				163
				307,052.54-

6/7.

**Town of Grand Chute  
Conditional Use Permit Application Review  
Schmidt Bros. Custom Homes, Inc., on behalf of  
ART Acquisitions LLC**

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**To: Plan Commission**

**From: Robert Buckingham, Community Development Director**

**Date: July 28, 2020**

**Address: 4265 N. Deer Valley Court**

**App. #: CUP-05-20**

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**REQUEST**

Applicant is under contract to build a single-family home on this property. In order to complete grading, filling and house construction, some work will occur with the Shoreland Zoning District. A County Conditional Use Permit is required.

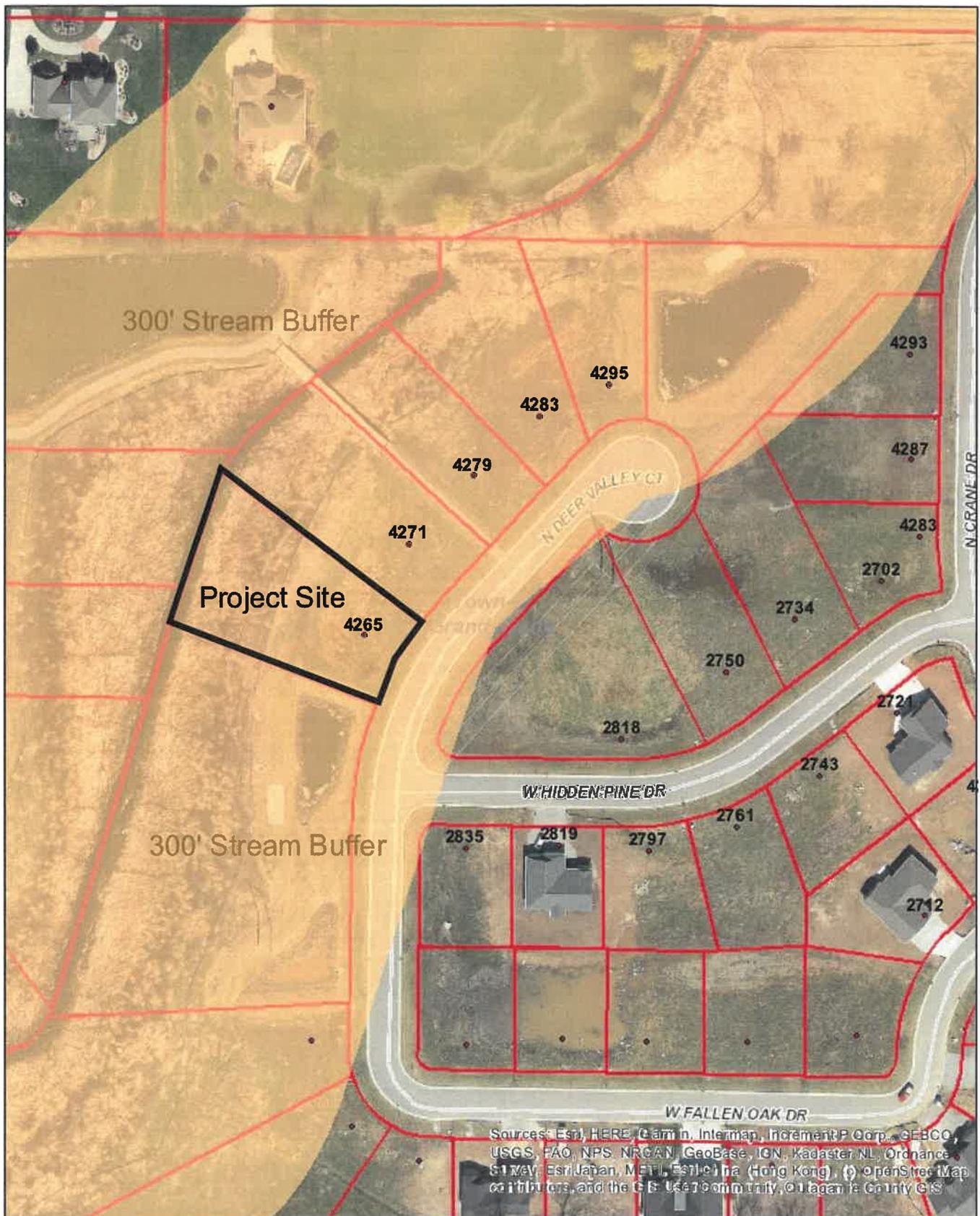
**ANALYSIS**

This is a platted lot within the Forest View Estates subdivision. When this area was opened for development, it was closely monitored by local, state and federal regulators to ensure protection of the navigable stream and adjoining floodplain and wetlands areas. The lots in the subdivision were all platted with these same protections in place. The subject property is one of several lots that while properly filled and buildable, still require a Conditional Use Permit due to the overarching 300' stream buffer imposed by the County. All grading, filling and house construction will occur upland from regulatory floodplain and wetlands boundaries and will have no impact on those designated areas or on the navigable stream. A vegetated swale will be provided within a drainage easement at the rear of the lot. This work will be completed per the approved drainage plan for the subdivision. Erosion control best management practices will be in place until any disturbed areas are stabilized.

**RECOMMENDATION**

**Staff has reviewed and supports a Plan Commission recommendation for approval of the Conditional Use Permit (CUP-05-20) requested by Schmidt Bros. Custom Homes, Inc., on behalf of ART Acquisitions LLC, 4265 N. Deer Valley Court, to allow grading, filling and house construction within the Shoreland Zoning District.**

# CUP-06-20 -- 4265 N. Deer Valley Court

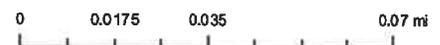


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, Mapbox, and the GIS User Community, Oregon County GIS

**Disclaimer:** The data provided in the Town of Grand Chute Interactive GIS Map was generated from multiple sources and agencies. Every effort has been made to offer the most accurate data. However, the Town provides this information with the understanding that it is not guaranteed to be accurate, correct, or complete. The Town may make improvements to the Interactive GIS Map periodically. Conclusions drawn from this information are the responsibility of the user. The user agrees that the Town of Grand Chute shall not be held responsible for actions, claims, damages, or judgments made from this data.

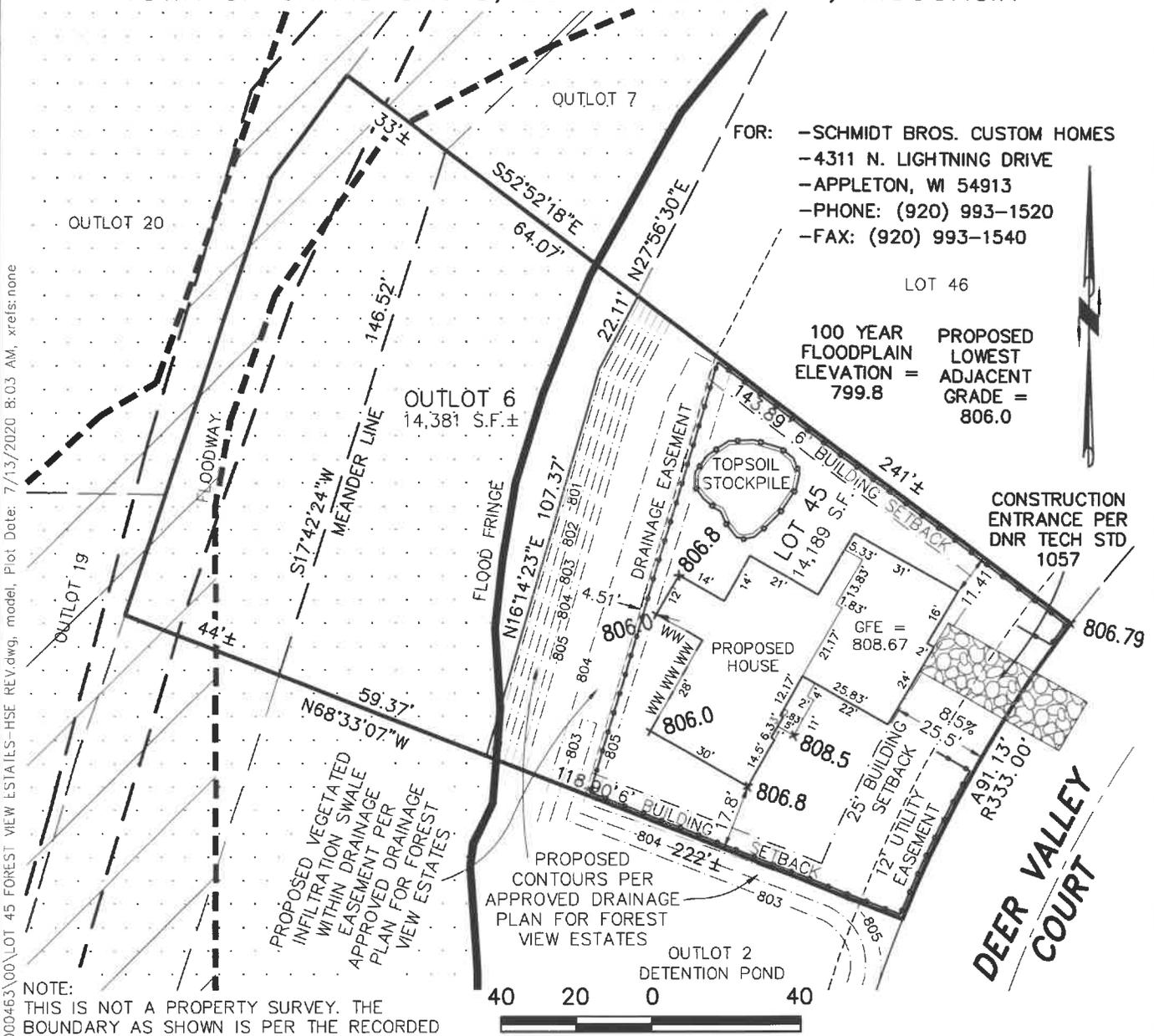
Author:

Copyright:



# HOUSE LAYOUT

LOT 45, FOREST VIEW ESTATES,  
TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN



FOR: -SCHMIDT BROS. CUSTOM HOMES  
-4311 N. LIGHTNING DRIVE  
-APPLETON, WI 54913  
-PHONE: (920) 993-1520  
-FAX: (920) 993-1540

LOT 46  
100 YEAR FLOODPLAIN ELEVATION = 799.8  
PROPOSED LOWEST ADJACENT GRADE = 806.0

CONSTRUCTION ENTRANCE PER DNR TECH STD 1057

PROJECTS\0086\92000463\00\LOT 45 FOREST VIEW ESTATES-HSE REV.dwg, model, Plot Date: 7/13/2020 8:03 AM, xrefs:none

NOTE:  
THIS IS NOT A PROPERTY SURVEY. THE BOUNDARY AS SHOWN IS PER THE RECORDED PLAT OR SURVEY OF RECORD.

THE HOME BUILDER IS RESPONSIBLE FOR VERIFYING THAT THE LOCATION OF THE FOUNDATION AS SHOWN IS IN CONFORMANCE WITH ALL RECORDED EASEMENTS, PRIVATE COVENANTS AND BUILDING SETBACKS.

FIELD STAKING OF THE FOUNDATION WILL BEGIN UPON THE APPROVAL FROM THE HOME BUILDER FOR THE LOCATION AS SHOWN.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PROPOSED SITE GRADES BY FIELD CHECKING TWO (2) BENCHMARKS AND A MINIMUM OF ONE (1) SITE FEATURE AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY MCMAHON OF ANY VERTICAL DISCREPANCY.

SCALE - FEET

**LEGEND**

- \* 806.79 - PROPOSED ELEVATION
- 808.67 - PROPOSED TOP OF WALL ELEVATION
- WW - WINDOW WELL
- — — — — SILT SOCK



Project No. S0086 92000463.00 Date JULY 2020 Scale 1"=40'  
 Drawn By CWK Field Book          Page           
 1445 McMAHON DRIVE NEENAH, WI 54956  
 Mailing: P.O.BOX 1025 NEENAH, WI 54957-1025  
 Tel: (920) 751-4200 Fax: (920) 751-4284

File No. CAD



## AGENDA REQUEST

8/4/2020

TOPIC: Award of bid, Contract 2020-16 for HMA Trail Construction to Vinton Construction Company in the amount of \$796,860.15.

<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
Department Reporting: Public Works	Submitted By: Karen Heyrman, P.E., <i>Kmh</i> Deputy Director of Public Works

**ISSUE:** The HMA Trail Construction project includes the construction of a 10' asphalt trail on the west side of N Lynndale Drive from Grand Chute Blvd to 2,700 feet north, 560 feet of asphalt trail paving at Patriot Park, and an alternate bid for trail paving on the east side of N Lynndale Drive from 2,700 feet north of Grand Chute Blvd to 4,740 feet north of Grand Chute Blvd.

Alternate bid prices were requested for a steel painted railing in lieu of the aluminum black anodized, geogrid reinforcement as required, and excavation below subgrade with breaker run as required.

**BACKGROUND/ANALYSIS:** The Town received five bids as follows:

<u>Bidder</u>	<u>Base Bid Amount</u>	<u>Base Bid + Alternate Bid (Items A4-A32)</u>
Vinton Construction Company	\$439,048.75	\$796,860.15
Dorner Inc.	\$455,159.00	\$812,503.00
Highway Landscapers, Inc.	\$474,088.70	\$865,210.95
Michels Corporation	\$478,171.50	\$871,123.75
Advance Construction	\$485,547.20	\$880,337.70

The estimate for this project was \$952,000.

**RECOMMENDATION:** Staff recommends that the Town Board award the bid for Project 2020-16, HMA Trail Construction to Vinton Construction Company in the amount of \$796,860.15 and grant the Public Works Department the authority to issue the Notice to Proceed once the contracts are approved.

**FISCAL IMPACT:** CIP

**ATTACHMENTS:**

Attachment No. 1 – Project 2020-16, HMA Trail Construction Bid Tabulation.

Attachment No. 2 – Project 2020-16 Notice of Award.



PROJECT 2020-16 - HMA TRAIL CONSTRUCTION

BID TABULATION

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				UNIT PRICE	AMOUNT BID								
<b>N LYNNDALE DRIVE (CTH A)</b>													
<b>STREET AND DRAINAGE</b>													
SD-1	Unclassified excavation to subgrade, including stripping of topsoil, hauling, stockpiling, or placing, as directed by the Owner, for the unit price of:	SY	7050	\$5.85	\$41,242.50	\$6.00	\$42,300.00	\$5.90	\$41,595.00	\$5.00	\$35,250.00	\$8.00	\$56,400.00
SD-2	Borrow, including importing clean fill, placing, compacting, and grading to subgrade elevations, for the unit price of:	CY	2300	\$15.70	\$36,110.00	\$12.00	\$27,600.00	\$11.50	\$26,450.00	\$20.00	\$46,000.00	\$13.00	\$29,900.00
SD-3	Clear and grub existing trees, to include removal and disposal of all trees, stumps, and other materials, for the lump sum of:	LS	1	\$8,500.00	\$8,500.00	\$14,016.00	\$14,016.00	\$31,760.00	\$31,760.00	\$21,610.00	\$21,610.00	\$11,900.00	\$11,900.00
SD-4	3/4-Inch Base Aggregate Dense, 12 inches in depth, compacted in place for asphalt trail, for the unit price of:	TON	2,250	\$13.90	\$31,275.00	\$15.00	\$33,750.00	\$16.90	\$38,025.00	\$16.50	\$37,125.00	\$28.00	\$63,000.00
SD-5	1-1/4-Inch Base Aggregate Dense, 6 inches in depth, compacted in place for CTH A, for the unit price of:	TON	260	\$17.50	\$4,550.00	\$15.00	\$3,900.00	\$16.90	\$4,394.00	\$15.50	\$4,030.00	\$28.00	\$7,280.00
SD-6	Granular Subbase meeting WisDOT Spec 350, 12" in depth, compacted in place for CTH A, for the unit price of:	TON	520	\$17.50	\$9,100.00	\$15.00	\$7,800.00	\$17.00	\$8,840.00	\$17.00	\$8,840.00	\$10.00	\$5,200.00
SD-7	Asphalt surface material (5LT 58-28 S), compacted in place to 3-inch depth for trail, for the unit price of:	TON	460	\$85.45	\$39,307.00	\$98.00	\$45,080.00	\$84.60	\$38,916.00	\$84.60	\$38,916.00	\$88.50	\$40,710.00
SD-8	Asphalt binder material (3MT 58-28 S), compacted in place to 3-inch depth for CTH A, for the unit price of:	TON	90	\$115.09	\$10,358.10	\$130.00	\$11,700.00	\$113.95	\$10,255.50	\$113.95	\$10,255.50	\$113.95	\$10,255.50
SD-9	Asphalt surface material (5MT 58-28 S), compacted in place to 2-inch depth for CTH A, for the unit price of:	TON	60	\$103.53	\$6,211.80	\$117.00	\$7,020.00	\$102.50	\$6,150.00	\$102.50	\$6,150.00	\$102.50	\$6,150.00
SD-10	Asphalt surface material (5LT 58-28 S), compacted in place to 2-inch depth for driveways, for the unit price of:	TON	25	\$173.72	\$4,343.00	\$193.00	\$4,825.00	\$172.00	\$4,300.00	\$172.00	\$4,300.00	\$172.00	\$4,300.00
SD-11	Sawcut existing curb head for proposed handicap curb ramps, for the unit price of:	LF	100	\$23.00	\$2,300.00	\$3.00	\$300.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$8.00	\$800.00
SD-12	30-inch mountable curb and gutter, including compaction of 3/4-inch crushed aggregate base course, to include two, continuous #4 reinforcing bars, for the unit price of:	LF	660	\$21.00	\$13,860.00	\$19.00	\$12,540.00	\$23.00	\$15,180.00	\$19.95	\$13,167.00	\$16.50	\$10,890.00
SD-13	6-inch concrete sidewalk, including subgrade preparation and 4-inch base course, for the unit price of:	SY	165	\$58.50	\$9,652.50	\$99.00	\$16,335.00	\$75.00	\$12,375.00	\$70.00	\$11,550.00	\$90.00	\$14,850.00
SD-14	Detectable warning field to include all preparation and installation, as specified, for the unit price of:	SF	120	\$28.00	\$3,360.00	\$37.00	\$4,440.00	\$40.00	\$4,800.00	\$40.00	\$4,800.00	\$34.00	\$4,080.00
SD-15	Aluminum Handrailing, black anodized, furnished and installed, to include all pipe railing and spindels, concrete bases, and all appurtenances, for the unit price of:	LF	70	\$300.00	\$21,000.00	\$351.00	\$24,570.00	\$300.00	\$21,000.00	\$300.00	\$21,000.00	\$229.00	\$16,030.00
SD-16	Installing topsoil, 6-inch depth minimum, to including placing and preparing for seeding, raking free of lumps and stones in all disturbed areas, for the lump sum price of:	SY	3,650	\$5.00	\$18,250.00	\$5.00	\$18,250.00	\$5.00	\$18,250.00	\$5.00	\$18,250.00	\$2.80	\$10,220.00
SD-17	Fine grading and seeding, for the lump sum price of:	SY	3,650	\$1.00	\$3,650.00	\$1.00	\$3,650.00	\$1.00	\$3,650.00	\$1.00	\$3,650.00	\$0.64	\$2,336.00





PROJECT 2020-16 - HMA TRAIL CONSTRUCTION

BID TABULATION

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
				VINTON CONSTRUCTION COMPANY		DORNER INC.		HIGHWAY LANDSCAPERS INC.		MICHELS CORPORATION		ADVANCE CONSTRUCTION INC.	
ST-7	48-inch diameter concrete storm manhole and storm inlet manhole, including connections and specified frames and lids, for the unit price of:	VF	31	\$577.00	\$17,887.00	\$635.00	\$19,685.00	\$561.00	\$17,391.00	\$561.00	\$17,391.00	\$500.00	\$15,500.00
ST-8	Yard Drain, including connections and specified frames and lids, for the unit price of:	VF	3	\$528.00	\$1,584.00	\$591.00	\$1,773.00	\$450.00	\$1,350.00	\$450.00	\$1,350.00	\$450.00	\$1,350.00
ST-9	12" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	4	\$515.00	\$2,060.00	\$476.00	\$1,904.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$550.00	\$2,200.00
ST-10	15" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	4	\$576.00	\$2,304.00	\$495.00	\$1,980.00	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$570.00	\$2,280.00
ST-11	18" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	3	\$700.00	\$2,100.00	\$668.00	\$2,004.00	\$650.00	\$1,950.00	\$650.00	\$1,950.00	\$600.00	\$1,800.00
ST-12	24" RCP apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	2	\$1,660.00	\$3,320.00	\$1,353.00	\$2,706.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,160.00	\$2,320.00
ST-13	122" x 77" apron endwall, furnished and installed, for the unit price of:	EACH	1	\$9,500.00	\$9,500.00	\$10,578.00	\$10,578.00	\$9,900.00	\$9,900.00	\$9,900.00	\$9,900.00	\$10,000.00	\$10,000.00
<b>WATER MAIN</b>													
W-1	6-inch diameter PVC water main hydrant lead, including all required tees, crosses, bends, adaptors, plugs, tracer wire, thrust restraint, connections to existing mains, and all required restoration, for the unit price of:	LF	37	\$111.00	\$4,107.00	\$77.00	\$2,849.00	\$150.00	\$5,550.00	\$150.00	\$5,550.00	\$180.00	\$6,660.00
W-2	salvage and reinstall fire hydrant, including all required fittings, bends, thrust restraints, appurtenances, and all required restoration, for the unit price of:	EACH	4	\$2,596.00	\$10,384.00	\$1,071.00	\$4,284.00	\$3,500.00	\$14,000.00	\$3,500.00	\$14,000.00	\$1,350.00	\$5,400.00
W-3	8" PVC C900 Watermain offset, including all required fittings, bends, thrust restraints, appurtenances, for the unit price of:	EACH	1	\$5,452.00	\$5,452.00	\$3,637.00	\$3,637.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$6,000.00	\$6,000.00
<b>TOTAL LYNNDALE TRAIL BASE BID AMOUNT:</b>					<b>\$413,431.80</b>		<b>\$431,571.00</b>		<b>\$451,152.50</b>		<b>\$450,605.50</b>		<b>\$448,928.00</b>
<b>PATRIOT PARK</b>													
<b>STREET AND DRAINAGE</b>													
SD-35	Unclassified excavation to subgrade, including stripping of topsoil, hauling, stockpiling, or placing, as directed by the Owner, for the unit price of:	SY	260	\$13.00	\$3,380.00	\$6.00	\$1,560.00	\$6.00	\$1,560.00	\$22.00	\$5,720.00	\$10.00	\$2,600.00
SD-36	3/4-Inch Base Aggregate Dense, 12 inches in depth, compacted in place for asphalt trail, for the unit price of:	TON	522	\$17.50	\$9,135.00	\$14.00	\$7,308.00	\$16.10	\$8,404.20	\$17.00	\$8,874.00	\$28.60	\$14,929.20
SD-37	Asphalt surface material (5LT 58-28 S), compacted in place to 3-inch depth for trail, for the unit price of:	TON	115	\$113.93	\$13,101.95	\$128.00	\$14,720.00	\$112.80	\$12,972.00	\$112.80	\$12,972.00	\$166.00	\$19,090.00
<b>TOTAL PATRIOT TRAIL BASE BID AMOUNT:</b>					<b>\$25,616.95</b>		<b>\$23,588.00</b>		<b>\$22,936.20</b>		<b>\$27,566.00</b>		<b>\$36,619.20</b>
<b>TOTAL BASE BID AMOUNT:</b>					<b>\$439,048.75</b>		<b>\$455,159.00</b>		<b>\$474,088.70</b>		<b>\$478,171.50</b>		<b>\$485,547.20</b>
<b>ALTERNATE BID</b>													
A-1	In Lieu of black anodized aluminum handrail in bid item 15, provide and install steel, painted black handrail for the unit price of:	LF	70	\$205.00	\$14,350.00	\$227.00	\$15,890.00	\$205.00	\$14,350.00	\$205.00	\$14,350.00	\$179.00	\$12,530.00



PROJECT 2020-16 - HMA TRAIL CONSTRUCTION

BID TABULATION

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				UNIT PRICE	AMOUNT BID								
A-2	Geogrid reinforcement, Type 1, as required by Engineer in the field, for the unit price of:	SY	50	\$5.00	\$250.00	\$3.00	\$150.00	\$7.00	\$350.00	\$6.00	\$300.00	\$2.50	\$125.00
A-3	3-inch to 4-inch breaker run including excavation and disposal of soils in areas of excavation below subgrade, as determined by the Engineer in the field for the unit price of:	CY	50	\$49.00	\$2,450.00	\$20.00	\$1,000.00	\$45.00	\$2,250.00	\$20.00	\$1,000.00	\$33.00	\$1,650.00
<b>ALTERNATE BID - N LYNNDALE DRIVE (CTH A) STA 37+75 TO 58+25</b>													
A-4	Unclassified excavation to subgrade, including stripping of topsoil, hauling, stockpiling, or placing, as directed by the Owner, for the unit price of:	SY	9120	\$5.00	\$45,600.00	\$6.00	\$54,720.00	\$5.90	\$53,808.00	\$5.00	\$45,600.00	\$8.00	\$72,960.00
A-5	Borrow, including importing clean fill, placing, compacting, and grading to subgrade elevations, for the unit price of:	CY	2300	\$15.70	\$36,110.00	\$12.00	\$27,600.00	\$11.50	\$26,450.00	\$20.00	\$46,000.00	\$13.00	\$29,900.00
A-6	3/4-Inch Base Aggregate Dense, 12 inches in depth, compacted in place for asphalt trail, for the unit price of:	TON	1,750	\$13.90	\$24,325.00	\$15.00	\$26,250.00	\$16.90	\$29,575.00	\$16.50	\$28,875.00	\$28.00	\$49,000.00
A-7	1-1/2-Inch Base Aggregate Dense, 6 inches in depth, compacted in place for CTH A, for the unit price of:	TON	700	\$17.50	\$12,250.00	\$15.00	\$10,500.00	\$16.90	\$11,830.00	\$15.50	\$10,850.00	\$28.00	\$19,600.00
A-8	Granular Subbase meeting WisDOT Spec 350, 12" in depth, compacted in place for CTH A, for the unit price of:	TON	1,400	\$17.50	\$24,500.00	\$15.00	\$21,000.00	\$17.00	\$23,800.00	\$17.00	\$23,800.00	\$10.00	\$14,000.00
A-9	Asphalt surface material (5LT 58-28 S), compacted in place to 3-inch depth for trail, for the unit price of:	TON	375	\$85.45	\$32,043.75	\$93.00	\$34,875.00	\$84.60	\$31,725.00	\$84.60	\$31,725.00	\$88.50	\$33,187.50
A-10	Asphalt binder material (3MT 58-28 S), compacted in place to 3-inch depth for CTH A, for the unit price of:	TON	50	\$96.46	\$4,823.00	\$105.00	\$5,250.00	\$95.50	\$4,775.00	\$95.50	\$4,775.00	\$95.50	\$4,775.00
A-11	Asphalt surface material (5MT 58-28 S), compacted in place to 2-inch depth for CTH A, for the unit price of:	TON	35	\$96.46	\$3,376.10	\$105.00	\$3,675.00	\$95.50	\$3,342.50	\$95.50	\$3,342.50	\$95.50	\$3,342.50
A-12	Asphalt surface material (5LT 58-28 S), compacted in place to 2-inch depth for driveways, for the unit price of:	TON	30	\$146.96	\$4,408.80	\$159.00	\$4,770.00	\$145.50	\$4,365.00	\$145.50	\$4,365.00	\$145.50	\$4,365.00
A-13	Sawcut existing curb head for proposed handicap curb ramps, for the unit price of:	LF	32	\$23.00	\$736.00	\$3.00	\$96.00	\$20.00	\$640.00	\$25.00	\$800.00	\$10.00	\$320.00
A-14	30-inch mountable curb and gutter, including compaction of 3/4-inch crushed aggregate base course, to include two, continuous #4 reinforcing bars, for the unit price of:	LF	1,575	\$13.00	\$20,475.00	\$17.00	\$26,775.00	\$23.00	\$36,225.00	\$18.00	\$28,350.00	\$15.00	\$23,625.00
A-15	6-inch concrete sidewalk, including subgrade preparation and 4-inch base course, for the unit price of:	SY	12	\$58.50	\$702.00	\$79.00	\$948.00	\$75.00	\$900.00	\$65.25	\$783.00	\$72.00	\$864.00
A-16	Detectable warning field to include all preparation and installation, as specified, for the unit price of:	SF	20	\$28.00	\$560.00	\$37.00	\$740.00	\$40.00	\$800.00	\$40.00	\$800.00	\$34.00	\$680.00
A-17	Installing topsoil, 6-inch depth minimum, to including placing and preparing for seeding, raking free of lumps and stones in all disturbed areas, for the lump sum price of:	SY	5,125	\$5.00	\$25,625.00	\$5.00	\$25,625.00	\$5.00	\$25,625.00	\$5.00	\$25,625.00	\$2.80	\$14,350.00



PROJECT 2020-16 - HMA TRAIL CONSTRUCTION

BID TABULATION

ITEM	ITEM DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				UNIT PRICE	AMOUNT BID								
A-18	Fine grading and seeding, for the lump sum price of:	SY	5,125	\$1.00	\$5,125.00	\$1.00	\$5,125.00	\$1.00	\$5,125.00	\$1.00	\$5,125.00	\$0.64	\$3,280.00
A-19	Erosion control mat, Class I Urban, Type B, including all appurtenances installed and maintained, for the unit price of:	SY	5,125	\$1.91	\$9,788.75	\$3.00	\$15,375.00	\$1.91	\$9,788.75	\$1.91	\$9,788.75	\$1.18	\$6,047.50
A-20	12-inch diameter PVC storm sewer, to include all fittings and connections, for the unit price of:	LF	560	\$49.10	\$27,496.00	\$39.00	\$21,840.00	\$68.00	\$38,080.00	\$68.00	\$38,080.00	\$54.00	\$30,240.00
A-21	15-inch diameter PVC storm sewer, to include all fittings and connections, for the unit price of:	LF	45	\$58.00	\$2,610.00	\$47.00	\$2,115.00	\$70.00	\$3,150.00	\$70.00	\$3,150.00	\$68.00	\$3,060.00
A-22	18-inch diameter PVC storm sewer, to include all fittings and connections, for the unit price of:	LF	900	\$59.10	\$53,190.00	\$47.00	\$42,300.00	\$61.00	\$54,900.00	\$61.00	\$54,900.00	\$62.50	\$56,250.00
A-23	15-inch diameter CMP culvert, to include all fittings and connections, for the unit price of:	LF	23	\$38.00	\$874.00	\$42.00	\$966.00	\$65.00	\$1,495.00	\$65.00	\$1,495.00	\$58.00	\$1,334.00
A-24	18-inch diameter CMP culvert, to include all fittings and connections, for the unit price of:	LF	50	\$42.00	\$2,100.00	\$49.00	\$2,450.00	\$67.00	\$3,350.00	\$67.00	\$3,350.00	\$63.00	\$3,150.00
A-25	48-inch diameter concrete storm manhole and storm inlet manhole, including connections and specified frames and lids, for the unit price of:	VF	28	\$540.00	\$15,120.00	\$615.00	\$17,220.00	\$561.00	\$15,708.00	\$561.00	\$15,708.00	\$500.00	\$14,000.00
A-26	12" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	2	\$515.00	\$1,030.00	\$475.00	\$950.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$550.00	\$1,100.00
A-27	15" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	3	\$576.00	\$1,728.00	\$494.00	\$1,482.00	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$570.00	\$1,710.00
A-28	18" apron endwall, furnished and installed, to include riprap and geotextile fabric, for the unit price of:	EACH	1	\$700.00	\$700.00	\$667.00	\$667.00	\$650.00	\$650.00	\$650.00	\$650.00	\$600.00	\$600.00
A-29	Culvert pipe check, installed, maintained, and removed, for the unit price of:	EACH	4	\$125.00	\$500.00	\$163.00	\$652.00	\$125.00	\$500.00	\$125.00	\$500.00	\$150.00	\$600.00
A-30	Ditch Check, installed, maintained, and removed, for the unit price of:	EACH	5	\$125.00	\$625.00	\$163.00	\$815.00	\$125.00	\$625.00	\$125.00	\$625.00	\$170.00	\$850.00
A-31	Silt fencing, installed, maintained, and removed for the unit price of:	LF	450	\$2.00	\$900.00	\$4.00	\$1,800.00	\$2.00	\$900.00	\$2.00	\$900.00	\$2.00	\$900.00
A-32	Inlet protection, installed, maintained, and removed, for the unit price of:	EACH	7	\$70.00	\$490.00	\$109.00	\$763.00	\$70.00	\$490.00	\$70.00	\$490.00	\$100.00	\$700.00
<b>TOTAL LYNNDALE TRAIL ALTERNATE BID (ITEMS A4-A32):</b>					<b>\$357,811.40</b>		<b>\$357,344.00</b>		<b>\$391,122.25</b>		<b>\$392,952.25</b>		<b>\$394,790.50</b>
<b>TOTAL BASE BID + ALTERNATE BID (ITEMS A4-A32):</b>					<b>\$796,860.15</b>		<b>\$812,503.00</b>		<b>\$865,210.95</b>		<b>\$871,123.75</b>		<b>\$880,337.70</b>

**SECTION 00 51 00**  
**NOTICE OF AWARD**

Vinton Construction Company  
1322 33<sup>rd</sup> Street  
PO Box 137  
Two Rivers, WI 54241

Project Description: Project 2020-16 HMA Trail Construction

The Town has considered the bid submitted by you for the above-described project in response to its Advertisement for Bid dated July 30, 2020.

You are hereby notified that the Board of Supervisors of the Town of Grand Chute has accepted your bid in the amount of \$796,860.15.

You are required to execute the agreement and furnish the required Performance Bond, Payment Bond, and Certificates of Insurance within fifteen (15) calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said bond and affidavits within fifteen (15) days from the date of this notice, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Town.

Dated this 7<sup>th</sup> day of August, 2020.

\_\_\_\_\_  
TOWN OF GRAND CHUTE  
Outagamie County Wisconsin

By: David Schowalter  
Title: Town Chairman

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Title \_\_\_\_\_



**AGENDA REQUEST**  
**August 4, 2020**

TOPIC: Approve a proposal for canopy design at Town Center Park.

<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
Department Reporting: Public Works	Submitted By: Karen M. Heyrman, P.E. <i>Kmh</i> Deputy Director of Public Works

**ISSUE:** The 2020 budget includes \$25,000 for a covered picnic area at Town Center Park. This would be located next to the playground on an existing concrete patio.

The Park Commission supports staff in requesting proposals to develop bid documents for construction of an open air type shelter that would be bid for construction.

**BACKGROUND/ANALYSIS:** Staff found two manufacturers of commercial canopy type covers for this space. They both require a significant footing and the construction cost would exceed the budgeted amount. In addition, the canopy would need to be removed for winter. A pergola was also suggested and discounted for the space.

After evaluating the pros and cons of a purchased canopy, we reached out to the building construction contractor who suggested an open air type shelter with a permanent roof to compliment the building. This could serve as a rentable space.

Staff received three proposals for construction plans, specifications, and construction cost estimate using budgeted funds as follows:

Consultant	Quote	Final Plans and Advertisement Date:
McMahon Associates, Inc.	\$4,800	Final plans on about 9/8/20.
Gries Architectural Group Inc.	\$9250	
Integrity Engineering & Design, LLC	\$12,480	Final plans completed by 9/8/20 if project is awarded by 8/4/20.

**RECOMMENDATION:** Staff recommends the Town Board approve the proposal from McMahon Associates, Inc. for \$4,800 to develop bid documents to construct a shelter at Town Center Park.

**FISCAL IMPACT:** OTHER FUNDING Town Hall Park Donations

**ATTACHMENTS:**

Attachment No. 1 – Town Center Park Canopy Design Professional Services Proposal

Attachment No. 2 – McMahon Associates, Inc. Proposal

**Request for Proposals  
For  
Town Center Park Unenclosed Shelter Design  
1850 W Grand Chute Blvd**

The Town of Grand Chute would like to invite your firm to submit a proposal for design and construction documents to construct a canopy at town Center Park. The construction will be bid by the Town of Grand Chute in 2020. The scope of work is as follows:

Town Center Park Canopy

- Regulatory & Permitting
- Unenclosed Shelter design

Any questions about this project should be addressed to Karen Heyrman, Town of Grand Chute Deputy Director of Public Works by phone 920-380-2991, or email

[Karen.Heyrman@grandchute.net](mailto:Karen.Heyrman@grandchute.net)

Proposals will be accepted by email attachment only to [Karen.Heyrman@grandchute.net](mailto:Karen.Heyrman@grandchute.net) by July 29, 2020 at 3:00 p.m., addressed to:

*Town of Grand Chute Department of Public Works  
Attn: Karen M. Heyrman, P.E.  
1900 W. Grand Chute Blvd  
Grand Chute, WI 54913*

**GENERAL INFORMATION:**

The Town is requesting a proposal for design and construction bid documents for an unenclosed shelter with electrical installation at 1850 W Grand Chute Blvd.

**SCOPE OF SERVICES AND TOWN RESPONSILIBITIES:**

Work required under this proposal includes a topographic survey, permitting, construction plans, project specifications, and an engineer's estimate.

The topographic survey will include a survey of the existing site to locate all underground utilities and site topography. Provide all point data in Civil 3 D point files.

Regulatory and permitting includes project coordination along with completion and submittal of Town Building Permit. The Town will pay all permit fees.

Construction plans in AutoCAD Civil 3D format will include the building elevation plan sheet, building plan sheets and detail sheets.

Provide structural drawings consisting of foundation plans, sections, and specifications. Prepare structural design calculations based on current Wisconsin Building Code.

Provide electronic submittal of both .dwg and .pdf.

Project Final Construction Cost Estimate to be provided in Microsoft Excel format.

Construction inspection, construction staking, and record drawings may be done under a separate proposal.

The Town will complete the project advertisements, the project manuals, and standard specifications. The consultant plans and technical specifications required for construction will be inserted in to these documents.

The majority of correspondence and review will be completed via e-mail.

The project is funded by the Town of Grand Chute.

The Town not provide soil borings.

**SCHEDULING:**

July 29, 2020	Proposals Due
August 4, 2020	Award of Proposal
August 11, 2020	Project Kickoff Meeting
September 8, 2020 ( <i>desired</i> )	Final Plans

A sample consultant agreement is attached. Work is to begin on the project immediately upon approval by the Town Board and signatures on the agreement.

**INSURANCE:**

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the Town of Grand Chute and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

**FEE:**

The attached fee schedule is required for each proposal.

**DELIVERY:**

The deliverables for the project as identified include the following:

1. Plans in AutoCAD Civil 3D and .pdf. Bid documents in Microsoft Word. The projects will be bid online with scalable 11" x 17" .pdf plan and 8.5" x 11" specifications.
2. Provide project and technical specifications for bidding using EJCDC format.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide permit approvals.

**PROPOSAL SCREENING AND SELECTION PROCESS**

*All questions about the meaning or intent of the Proposal shall be submitted to the Town in writing. Replies will be issued by Addenda. Questions received less than two (2) days prior to the Proposal due date will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.*

*The Proposal shall be awarded to the lowest responsive, responsible Firm determined by the total of the Unit Prices extended by the estimated number of units indicated in the Proposed Fee Schedule.*

*The Town shall compare Proposals on the following basis:*

*Cover letter*

*Proposed Fee Schedule for each location*

*Clarification requested by the Town after submission of proposal*

*The Town of Grand Chute reserves the right to reject any or all proposals and to select a proposal for each location that serves the Town's best interests.*

## Proposed Fee Schedule

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Fee Breakdown:

<b>Town Center Park Canopy 1850 W Grand Chute Blvd</b>	
<b>Item</b>	<b>Fee</b>
Topo Survey	\$
Regulatory and Permitting	\$
Construction Plans and Specifications and Estimate	\$
<b>TOTAL PROJECT COST</b>	<b>\$</b>
<b>Final Plans and Advertisement    Date: _____</b>	

Attachments

Page

Sample Consultant Template Agreement

1

Site Plan

7

**AGREEMENT FOR SERVICES BETWEEN THE  
TOWN OF GRAND CHUTE AND \_\_\_\_\_ (CONSULTANT NAME)  
(Project Name)**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2020,  
by and between the Town of Grand Chute, Wisconsin, (“Town”), and \_\_\_\_\_  
\_\_\_\_\_ (“Consultant”).

WITNESSETH

WHEREAS, the Town is in need of \_\_\_\_\_ (project description)  
\_\_\_\_\_; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities  
necessary to accomplish the work within the required time.

NOW THEREFORE, Town and Consultant agree as follows:

**I. DESCRIPTION OF PROJECT**

The project is as described in the \_\_\_ (date) Town Request for Proposals (Exhibit A)  
and Consultants Proposal thereto dated \_\_\_ (date) (Exhibit B), both of which are attached  
hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the  
terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of  
Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of  
performing the work, Town and Consultant agree that it is necessary to make changes in the  
project as described in the exhibits, such changes will be incorporated into this Agreement only  
by written amendment, signed by the parties.

**II. SCOPE OF CONSULTING SERVICES**

Consultant agrees to perform those services described Exhibits A and B. Any change to  
the scope of services as identified therein shall be defined in writing and authorized by both  
parties prior to performing such work. Such writing shall include the scope of work to be done,  
schedule for commencing and completing the work and the basis for compensation for such  
work.

**III. SCOPE OF TOWN SERVICES**

Town agrees to provide the Consultant items such as existing plans, standard  
specifications, and other information concerning the project that may be applicable in the design  
of the project, as are available.

#### IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the Town grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the Town shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the Town and the Consultant.

#### V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of Town and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to Town all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless Town fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Town hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to Town, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the Town. Consultant agrees that, within 10 business days of a written request of Town, it shall forward to Town any such contract or records maintained by Consultant as are requested by Town. Such records shall be in the format requested by Town provided that such records are kept and maintained in that format. Town shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the Town from all costs Town incurs should Consultant fail to comply with these requirements.

#### VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of Town. Consultant shall maintain the confidentiality of all information specifically designated confidential by Town unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

## VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Town shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the Town in writing.

## VIII. COMPENSATION

The Town agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the Town and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the Town. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31<sup>st</sup> day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

## IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

## X. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

#### XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town, Town's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to Town and anyone claiming by, through, or under Town for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of Town or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of Town, Consultant and all other negligent entities and individuals.

#### XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the Town prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the Town for the actions of person and firms performing subcontract work.

#### XIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the Town or Consultant without the prior written consent of the other.

#### XIV. INTEGRATION

This Agreement represents the entire understanding of the Town and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

#### XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be

inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

#### XVI. SUSPENSION OF WORK

The Town may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the Town, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

#### XVII. TERMINATION OF WORK

The Town may terminate all or a portion of the work covered by this Agreement for its convenience. Either the Town or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

#### XVIII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The Town and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to Town:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

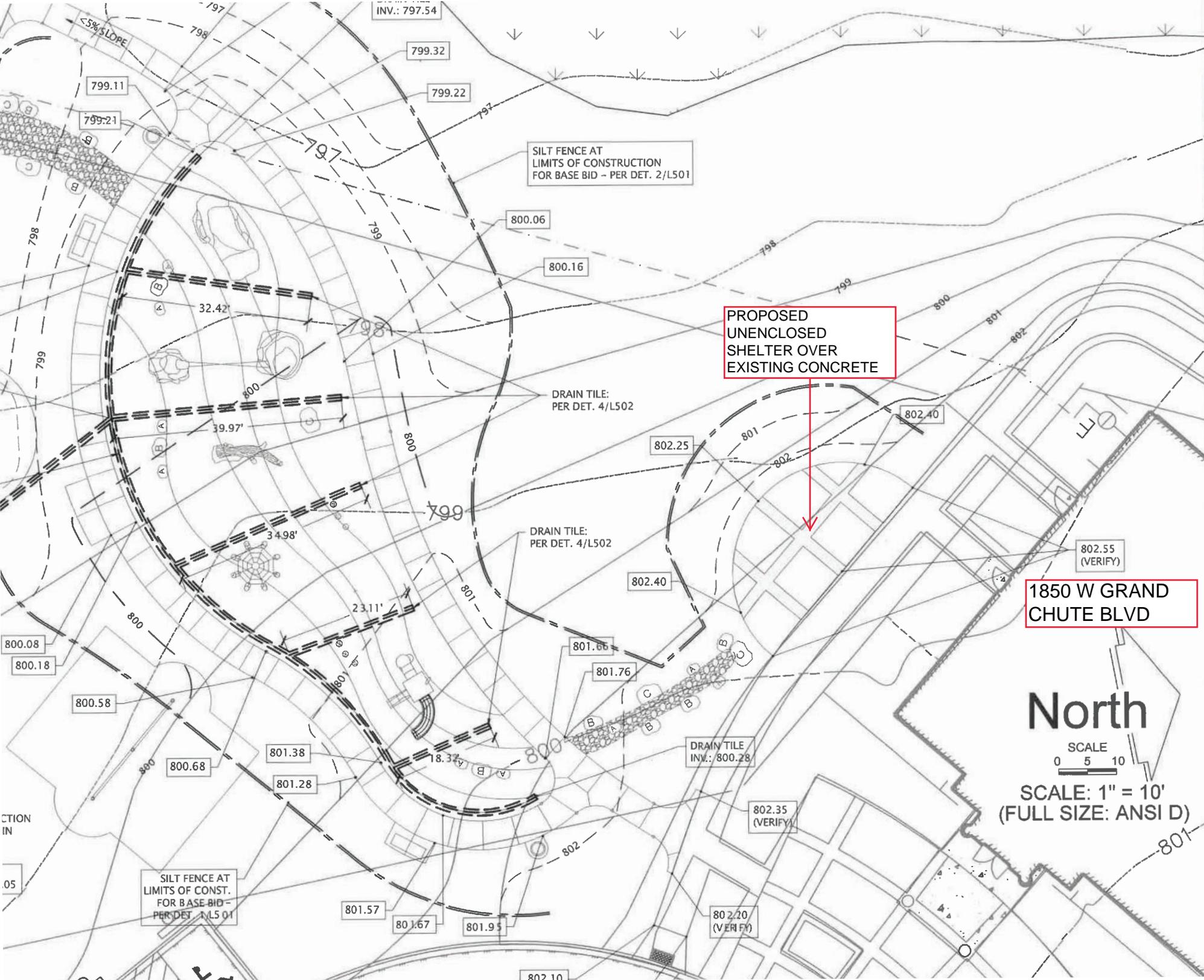
TOWN OF GRAND CHUTE, WISCONSIN

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
David Schowalter, Town Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Angie Cain, Town Clerk



- GRADING
- EXISTING
  - THE BUILDING
  - NOT CONSTRUCTION
  - EXISTING APPROXIMATE UTILITIES
  - UTILITIES SERVING DISTRICT
  - DIGGINGS TO CONSTRUCTION
  - RESOURCES
  - TECHNICAL STAFF
  - DRAINAGE DETAILS
  - SEE SITE INFORMATION
  - STONING AND RESTORATION
  - SURVEY
- BM-1: TA INTERSECTION DRIVE TO

1850 W GRAND CHUTE BLVD

PROPOSED UNENCLOSED SHELTER OVER EXISTING CONCRETE

North

SCALE  
0 5 10  
SCALE: 1" = 10'  
(FULL SIZE: ANSI D)

Town of Grand Chute  
Attn: Karen M. Heyrman, PE  
1900 W. Grand Chute Blvd.  
Grand Chute, WI 54913-9613

Date: July 29, 2020

McM. No. TBD

---

**PROJECT DESCRIPTION:**

The Town of Grand Chute plans to construct a new, unenclosed park shelter or shade canopy at the Town Center Park, which is located at 1850 West Grand Chute Boulevard, Grand Chute, Wisconsin. The new park shelter, or canopy, will be constructed over the existing 4-inch thick concrete pad (wire mesh reinforcing) which is located on the west side of the existing park building. The Town desires that the new shelter's roof material will match the existing park building's roof material. No foundation was previously installed for the new unenclosed shelter.

The new park shelter will include electrical outlets for heating food and charging phones. The existing building (no basement) has a breaker panel inside the building along its west wall. No new sanitary, storm or water service is to be provided for the new park shelter or canopy. The new park shelter project results in less than 1 acre of land disturbance. The new park shelter is funded by the Town of Grand Chute. The Town has a \$25,000 budget for construction of the new, unenclosed park shelter.

For the new park shelter, the Town is requesting assistance with topographic survey, regulatory permits, design, construction plans, technical specifications and an opinion of probable cost. The Town will prepare the project advertisement, project manuals and standard specifications.

---

**SCOPE OF SERVICES:**

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

- Topographic Survey
    - Contact Diggers Hotline to request utility locates.
    - Perform a limited topographic and location survey, which includes edges of concrete patio and Digger's Hotline markings. Incorporate information into Civil3D drawing of existing site improvements provided by the Town for the existing, enclosed park shelter.
  - Regulatory Permits
    - Coordinate with regulatory agencies. Submit permit applications and supporting documentation to regulatory agencies for the following permits:
      - ❖ Building Permit application to Town.
      - ❖ Site Plan application to Town.
      - ❖ Erosion Control permit application to Town.
  - Construction Plans, Specifications & Opinion of Probable Cost
    - Design the new park shelter, including architectural, structural and electrical design services.
    - Prepare technical specifications using EJCDC format (MSWord format, 8½ x 11 size).
    - Prepare a plan set (dwg and pdf format, scalable 11x17 size). The plan set will consist of the following:
      - ❖ Title Sheet
      - ❖ Abbreviations, Symbols, and Notes Sheet
      - ❖ Plan and Elevation Views of Shelter Structure
      - ❖ Structural Plan. Depict sonic tube foundation on plans. Specify on plans the structural specifications.
      - ❖ Electrical Plan. Depict outlet and light fixture locations on plans. Specify on plans that contractors shall attend a walk thru with Town during bidding so contractor can develop a schematic for extending electrical service from existing breaker box to outlets and light fixtures for unenclosed shelter. Specify on plans that work shall comply with electrical codes.
      - ❖ Site, Grading & Erosion Control Plan
-

❖ Details

- Provide an electronic copy of drawing files (dwg and pdf format).
- Prepare bid items (MSWord format) and an opinion of probable cost (MSExcel format).
- Correspondence and reviews will be completed via email or virtual meetings.

**Items Not Included In The Scope Of Services:**

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- ALTA/ACSM Land Title Survey, plats, CSMs, title/easement searches, deeds, easements and rezoning.
- Archaeological, historical, endangered/threatened species, wetland, soil, groundwater and environmental.
- Wetland, waterway, floodplain, shoreland, and stormwater management.
- Mechanical, plumbing, irrigation, landscaping and retaining wall services.
- Advertisement, bidding, construction and on-site representative construction services.

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

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- A single contact person.
- Access to the property and private utility locates.
- Payment of public notice, permit and approval fees.

The Town of Grand Chute agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon Associates, Inc.

**COMPENSATION:** (Does Not Include Permit Or Approval Fees)

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

- Lump Sum: Topographic Survey \$600
- Regulatory Permits \$600
- Construction Plans, Specifications & Opinion of Probable Cost \$3,600

**COMPLETION SCHEDULE:**

McMahon Associates, Inc. agrees to complete this project as follows: Project Kickoff Meeting on about August 11, 2020 and Final Plans on about September 8, 2020.

**ACCEPTANCE:**

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahon Associates, Inc. Is Hereby Authorized To Proceed With The Services.

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

**OWNER:** Town of Grand Chute, Wisconsin

By:

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

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

**McMAHON ASSOCIATES, INC.**

Neenah, Wisconsin

By:

  
\_\_\_\_\_  
Nick Vande Hey, PE

Title:

VP / Sr. Municipal Engineer

Date:

July 29, 2020

*Please Return One Copy For Our Records*  
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956  
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025  
PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

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

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

Town of Grand Chute  
Attn: Karen M. Heyrman, PE  
1900 W. Grand Chute Blvd.  
Grand Chute, WI 54913-9613

Date: July 29, 2020

McM. No. TBD

**PROJECT DESCRIPTION:**

The Town of Grand Chute plans to construct a new, unenclosed park shelter or shade canopy at the Town Center Park, which is located at 1850 West Grand Chute Boulevard, Grand Chute, Wisconsin. The new park shelter, or canopy, will be constructed over the existing 4-inch thick concrete pad (wire mesh reinforcing) which is located on the west side of the existing park building. The Town desires that the new shelter's roof material will match the existing park building's roof material. No foundation was previously installed for the new unenclosed shelter.

The new park shelter will include electrical outlets for heating food and charging phones. The existing building (no basement) has a breaker panel inside the building along its west wall. No new sanitary, storm or water service is to be provided for the new park shelter or canopy. The new park shelter project results in less than 1 acre of land disturbance. The new park shelter is funded by the Town of Grand Chute. The Town has a \$25,000 budget for construction of the new, unenclosed park shelter.

For the new park shelter, the Town is requesting assistance with topographic survey, regulatory permits, design, construction plans, technical specifications and an opinion of probable cost. The Town will prepare the project advertisement, project manuals and standard specifications.

**SCOPE OF SERVICES:**

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

- Topographic Survey
  - Contact Diggers Hotline to request utility locates.
  - Perform a limited topographic and location survey, which includes edges of concrete patio and Digger's Hotline markings. Incorporate information into Civil3D drawing of existing site improvements provided by the Town for the existing, enclosed park shelter.
- Regulatory Permits
  - Coordinate with regulatory agencies. Submit permit applications and supporting documentation to regulatory agencies for the following permits:
    - ❖ Building Permit application to Town.
    - ❖ Site Plan application to Town.
    - ❖ Erosion Control permit application to Town.
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  - Design the new park shelter, including architectural, structural and electrical design services.
  - Prepare technical specifications using EJCDC format (MSWord format, 8½ x 11 size).
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    - ❖ Title Sheet
    - ❖ Abbreviations, Symbols, and Notes Sheet
    - ❖ Plan and Elevation Views of Shelter Structure
    - ❖ Structural Plan. Depict sonic tube foundation on plans. Specify on plans the structural specifications.
    - ❖ Electrical Plan. Depict outlet and light fixture locations on plans. Specify on plans that contractors shall attend a walk thru with Town during bidding so contractor can develop a schematic for extending electrical service from existing breaker box to outlets and light fixtures for unenclosed shelter. Specify on plans that work shall comply with electrical codes.
    - ❖ Site, Grading & Erosion Control Plan

- ❖ Details
- Provide an electronic copy of drawing files (dwg and pdf format).
- Prepare bid items (MSWord format) and an opinion of probable cost (MSExcel format).
- Correspondence and reviews will be completed via email or virtual meetings.

**Items Not Included In The Scope Of Services:**

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- ALTA/ACSM Land Title Survey, plats, CSMs, title/easement searches, deeds, easements and rezoning.
- Archaeological, historical, endangered/threatened species, wetland, soil, groundwater and environmental.
- Wetland, waterway, floodplain, shoreland, and stormwater management.
- Mechanical, plumbing, irrigation, landscaping and retaining wall services.
- Advertisement, bidding, construction and on-site representative construction services.

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

The Scope Of Services and fee is based upon the understanding that the Owner will provide the following:

- A single contact person.
- Access to the property and private utility locates.
- Payment of public notice, permit and approval fees.

The Town of Grand Chute agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahan Associates, Inc.

**COMPENSATION:** (Does Not Include Permit Or Approval Fees)

McMahan Associates, Inc. agrees to provide the Scope Of Services described above for the following compensation:

- Lump Sum: Topographic Survey \$600
- Regulatory Permits \$600
- Construction Plans, Specifications & Opinion of Probable Cost \$3,600

**COMPLETION SCHEDULE:**

McMahan Associates, Inc. agrees to complete this project as follows: Project Kickoff Meeting on about August 11, 2020 and Final Plans on about September 8, 2020.

**ACCEPTANCE:**

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMahan Associates, Inc. Is Hereby Authorized To Proceed With The Services.

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

**OWNER:** Town of Grand Chute, Wisconsin

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**McMAHON ASSOCIATES, INC.**

Neenah, Wisconsin

By: \_\_\_\_\_

Nick Vande Hey, PE

Title: VP / Sr. Municipal Engineer

Date: July 29, 2020

*Please Return One Copy For Our Records*  
 Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956  
 Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025  
 PH 920-751-4200 ▪ FX 920-751-4284 ▪ WWW.MCMGRP.COM



# McMAHON ASSOCIATES, INC. GENERAL TERMS & CONDITIONS

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

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