

VILLAGE OF LITTLE CHUTE, WI



***Little
Chute***

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ADDENDUM

Request for Proposal
Professional Design Services
Heesakker Park Shelter & Parking Lot

January 9, 2026

Proposal Due Date: Friday, February 6, 2026 3:00 P.M. CST

1. GENERAL INFORMATION – PURPOSE OF REQUEST

Introduction:

The Village of Little Chute is accepting proposals from experienced and qualified Architect/Engineer (A/E) consultants to provide professional services for the design of our year-round public shelter and parking lot at Heesakker Park. Design services shall include landscape design, architectural design, interior design, structural engineering, site civil, plumbing, mechanical, electrical, and telecommunication engineering services. **The design proposal should include the following phases for program verification:**

- i. Schematic design.
- ii. Design development. Prepare detailed design documents (plans, specifications & A/E estimates) for the approved design and layout.
- iii. Construction documents. Plans, specifications, cost estimates, and contract document preparation. The consultant will be responsible for obtaining all applicable federal, state, and local permits.
- iv. Bidding and construction administration services with site inspections biweekly or more frequently as needed.
- v.

Project Overview:

In April 2023, the Village was given the opportunity to utilize funds from the Margaret Schwaller Revocable Living Trust. Heesakker Park was the homestead and family farm of Ms. Schwaller growing up. The stipulations of the trust agreement include improvements to the park through the construction of a new shelter along with the preservation and enhancement of the wooded area.

Heesakker Park serves as a vital recreational area for our community. We envision a shelter that meets the needs of park users while being cost-effective and harmonizing with the natural landscape. It is the intent that the building and parking lot be used for public rentals and various programming needs within the Village. The goal is to create a functional and aesthetically pleasing building that enhances the park experience while minimizing environmental impact. The successful firm will demonstrate a commitment to sustainable practices and innovative design solutions that meet the desires of the community and needs of the park.

The Parks, Recreation, & Forestry department has worked with various stakeholders including Village Board Trustees, Park Planning Committee members, Trust advisors, internal staff, architectural design firm for conceptual planning, and Village residents to produce draft site layouts, opinion of probable costs, and a comparison matrix. Three concepts including a 50, 75 and 126 person capacity shelter and associated parking lot were presented to the Village Board, as well as to the public for feedback. Survey results showed the desire to maintain as much green space as possible, retaining the existing rugby field, and favor a smaller capacity rentable shelter that fits the existing park. The Village Board has approved that the total all-inclusive cost of the project is not to exceed \$2 million, that is aesthetically pleasing and natural to Heesakker Park.

Site layout, concept plans, opinion of probable costs, and comparison matrix can be found on our website at:

[Concept-Refinement--Heesakker-Park-Shelter-and-Parking-Lot-with-Cost-Estimates](#)

Additional details for these items are referenced as attachments to this RFP:

- a) Exhibit A – Village of Little Chute Insurance Specifications
- b) Exhibit B – Survey Results
- c) Exhibit C - Photo Documentation of Proposed Park Space

Objectives of Completed Project:

- a) **Functionality:** Use provided documents to create a building and parking lot design that meets the needs of the Village and of the community.
- b) **Minimal Disturbance:** Provide a building and parking lot design that integrates seamlessly into the park, preserving its natural beauty and existing features.
- c) **Cost-Effectiveness:** Provide creative building and parking lot design that are practical and do not exceed \$2 million for design services, demolition (of existing park restrooms), construction, and fixtures, furnishings, and equipment.
- d) **Community and Organizational Engagement:** Incorporate feedback from the community and Village of Little Chute representatives to ensure the shelter meets their needs and enhances the overall park experience.

The intent of the Village is to review proposals and select and retain a design team that will develop a conceptual schematic design. After the Village Board approves the selected plans, the design firm will be authorized to begin design development and proceed with the creation of construction documents.

Project Management Team & Director

John McDonald, Parks, Recreation & Forestry/Facilities Director, will be responsible for providing overall direction for this project. He will be working alongside the Heesakker Park Shelter and Parking Lot project management team which includes:

- Village Board President Mike Vanden Berg
- Village Trustee & Park Planning Committee Member Don Van Deurzen
- Village Trustee Harlow
- Park Planning Committee Member Tammy Plate
- Village Administrator, Beau Bernhoff
- Operations Manager Todd Verboomen
- Facilities Manager, Dave Neumann
- Building Inspector, Jaymes Seidler

2. ESTIMATED TIMELINE

The following schedule is anticipated for awarding this project. If a change in this schedule becomes necessary, all recipients of the RFP will be notified.

<u>Schedule Item Description</u>	<u>Date</u>
RFP Release:	January 9, 2026
Questions Due (4:30 p.m.):	January 28, 2026
Addenda Issued (4:30 p.m.):	January 30, 2026
Proposal Due (3:00 p.m.):	February 6, 2026
Interviews (as needed)	February 10, 2026
Board Review	February 18, 2026
Award Date:	February 19, 2026

The above timetable for review by the Village is subject to change. The Village will not be legally obligated to adhere to the dates for interviews and recommendations.

3. SCOPE OF WORK

The Village of Little Chute is seeking Architect/Engineer (A/E) consultants to provide professional services for the design of our year-round public shelter and parking lot at Heesakker Park.

The firm selected will be responsible for, but not limited to, the following:

- b) Use provided site layout with concept plans to design a building and parking lot that is programmed to meet the needs of the park and stakeholders. The total all-inclusive costs for this project are required to be under \$2 million for all required design work, demolition (of existing restrooms), construction, and fixtures, furnishings, and equipment.
 - i. Space programming considerations shall include but are not limited to: externally and internally accessible accommodations (storage space, internal restrooms, external park restrooms, minimal noncommercial kitchen with catering space, patio garage doors, multiple entry door entry points, space to recognize donor, covered exterior open areas, sidewalk connectivity to existing park system amenities, parking lot etc.); storm management feature (dry pond, bio-filter, retention pond) and any other misc. considerations.

- c) Prepare, plan and profile schematic designs which include site plan, floor plans, and elevations.
- d) Prior to Design Development, prepare room data sheets for every space identified in the schematic design.
- e) Perform any soil testing or wetland delineation as needed. Provide any suggestions on wetland impacts that may occur. Design should minimize any wetland impacts as much as practical.
- f) Obtain all applicable federal, state, and local permits.
- g) After approval of design development documents, prepare final plans and specifications, construction cost estimates, and contract documents to the level necessary to allow the Village to competitively bid the project. Contract documents shall be in standard American Institute of Architects (AIA) format. Provide the Village with electronic files.
- h) Conduct meetings with the Project Management team to assist with development of design from start to finish.
- i) **Construction Management**
 - i. Arrange and conduct a preconstruction meeting and distribute meeting minutes.
 - ii. Review and approval of contractor submittals and shop drawings.
 - iii. Issue contract document clarifications, as required.
 - iv. Process contract change order(s) requests.
 - v. Review, correct and approve contractor submittals including the construction progress schedule.
 - vi. Process progress pay requests and coordinate with the Owner on processing of payments
 - vii. Prepare record drawings.
 - viii. Monitor contractor progress for conformance with construction schedule and daily inspection records and submit weekly.
 - ix. Hold and report weekly job site progress meetings.
 - x. Review contractor submitted waste plan.
 - xi. Conduct final inspection.
 - xii. Prepare and execute punch list and project acceptance certificate.
 - xiii. Notification to Contractor and Owner of liquidated damages, if required.
 - xiv. Resolution/negotiation of liquidated damages.
 - xv. Request final submittal from Contractor in conformation with contract documents.
 - xvi. Process final pay request/project close-out and coordinate with the Owner on processing of payment.
 - xvii. Process substantial completion, final completion and warranty start dates to Owner and Contractor.
- j) Design plans shall be prepared and presented to the Village at the following intervals: 50% completion and 100% completion. Specifications and preliminary construction cost estimates shall be prepared and presented to the Village Board at the above listed completion stages.
- k) Bidding and construction administration including a final walk-through; the consultant is required to satisfy and ensure the building occupancy permit is approved.
- l) Provide electronic as-built documents that incorporate all addendums and all changes made during construction, including shop drawings, submittals and O&M documents.
- m) Other elements necessary as identified by the architect for a successful, functional, long-term operational rentable shelter and parking lot.
- n) This section is not meant to provide an exhaustive and complete scope of service. Items may be added or removed to this scope of services by the Village. A final scope of services agreement will need to be arranged between the Village Administrator, Parks, Recreation & Forestry Director, and consultant.
- o) Provide all O&M documents including any warranty information for installed components.
- p) **Include: Voice Data network cabling infrastructure. Includes but is not limited to design for network cabling infrastructure such as data racks, patch panels, fiber optic backbone cabling, copper horizontal cabling, data outlets, jacks, faceplates, and identification.**
 - i. Include Voice / data design including specification of wireless access point devices, rack-mounted UPS, servers, VOIP phone system, and network switches; these are usually provided by Owner's IT or IT integrator.
- q) **Include Audio Visual System Design for Community Room.**
- r) **Include Security Systems design for Video Surveillance (e.g. security cameras).**
- s) **Include security systems design for access control (e.g. key card access).**
- t) **There has not been an official site survey completed. Scope of work is clarified to include design services for topographic survey work on the project.**
- u) **Include a fire alarm detection system.**

- v) Include a fire suppressant (e.g. sprinkler) system.
- w) Construction shall be completed in 2027.
- x) Include tamper/vandal proof equipment for indoor and outdoor restrooms including plumbing fixtures.
- y) If HVAC equipment is on exterior, specifications should be tamper/vandal proof equipment to the best of ability.

4. REQUEST FOR PROPOSAL CONTENTS

It is the responsibility of the consultant to carefully read the entire Request for Proposal (RFP), which contains provisions applicable to successful completion and submission of an RFP. If any ambiguity, inconsistencies, or errors are discovered in the RFP, the Village must be notified in writing (paper or email). Only interpretations or corrections of the RFP made in writing through addenda by the Village will be considered binding. The Village must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Services section of the RFP.

The following information should be included in the RFP:

- a) Name, address, and brief history of firm.
- b) Resumes for key personnel to be assigned to this contract.
 - i. Please provide a description, resume or bio-sketch of the qualifications and experience of the primary team that will be assigned specifically to this project. Indicate key individuals' experience with rentable shelters in residential areas or similar projects. Identify the function/responsibility of everyone assigned to work on this project (e.g. project manager, technician, etc.) along with their previous experiences in similar roles on similar projects. Identify any sub-consultants to be used on the project and the percentage of their level of involvement along with their respective experience working on similar projects. Lastly, please list the office locations of these individuals.
- c) Provide firms completed projects where professional engineering services were similar in scope to this one.
 - i. Provide the name of each completed project and contact person(s).
 - ii. Include completed past projects budgeting, cost estimating and results. This shall also include final project costs and engineering costs.
- d) Include a short statement of your anticipated management approach for this project.
- e) Project Understanding, Interpretation of Scope for this project.
- f) Additional/Relevant Information for this project: You are invited to include a maximum of two pages of information not included above if you feel it may be useful and applicable to this project.
 - i. Provide your sample Architectural Services Contract for this project.

5. FEE SCHEDULES

Submit a detailed billing fee schedule for all architectural personnel, all equipment costs, all mileage charges and all charges for subcontracted work.

NOTE: This should be submitted as a separate document marked: "Fee Schedule – Heesakker Park Shelter & Parking Lot RFP." Fees must include all costs associated with the work effort, including travel, materials, and other expenses.

~~We are seeking not to exceed lump sum price for the Scope of Work described in Section 3. All reimbursable items, thus all expenses (i.e. travel, photocopying, etc.) must be included in your lump sum proposal price.~~

We are seeking payment on a time and material basis not to exceed for the Scope of Work described in Section 3. All reimbursable items, thus all expenses (i.e. travel, photocopying, etc.) must be included in your time and materials sum proposal price.

6. SCHEDULE

Provide with your proposal a realistic schedule of tasks, to include a Gantt Chart, for completion of your services with the final task involving a presentation to the Village Board as referenced in Section 3.

For your schedule assume notice of award by February 19, 2026.

7. SITE VISIT

There will not be a formal guided site tour. Interested firms are welcome to tour the site from dawn until dusk on their own. Heesakker Park is located at 1509 E. Lincoln Street in Little Chute, WI.

8. CONFIDENTIAL INFORMATION

Any proposals submitted in conjunction with this request will become a public record after award and consequently, open for complete public inspection. Proposals may not be marked with a blanket confidential disclosure.

Information cannot be kept confidential unless it is a trade secret. Trade secret is defined in §134.90(1)(c), Wis Stats. As follows: "Trade secret" means information, including formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

- a) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- b) The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Due to the nature of this service, we do not foresee any items being marked confidential. However, if there are confidential or proprietary sections of proposals which should be exempted from this requirement, Proposer(s) must complete Attachment A. Only items specifically referenced in Attachment A will be considered.

Notification of the Village's determination on such requests will be made prior to release of any of the information in the proposal.

9. QUESTIONS

To ensure that all responders have access to the same information, the following procedure will be followed to respond to all questions:

- a) Questions must be submitted via e-mail to John McDonald, john@littlechutewi.org and must contain "Heesakker Park Shelter and Parking Lot" within the subject line.
- b) Answers to the questions will be handled via addenda and will be distributed via email to all consultants.
- c) All questions must be submitted by 4:30 pm on Wednesday, January 28, 2026. Questions received after this time will not be answered.
- d) An addendum will be issued by 4:30 pm on Friday, January 30, 2026.

To ensure you receive all pertinent information and responses to questions please follow the instructions in "Electronic Communication" below.

10. ELECTRONIC COMMUNICATION

It is the Village of Little Chute's intent to communicate via electronic communications. Please submit contact information (name, firm, phone, and email) to John McDonald via email at john@littlechutewi.org upon receipt of this letter. All correspondence shall reference "Heesakker Park Shelter and Parking Lot RFP" in the subject line of the email. The Village will maintain a list of consultants for use in responding to questions and for providing clarifications or addenda.

11. INSTRUCTIONS TO FIRMS

Qualification Submission

All responses must be submitted by email, mailed, or delivered to:

Village of Little Chute
Attn: Parks, Recreation, & Forestry Director: John McDonald
108 W Main Street, Little Chute, WI 54140

Email: john@littlechutewi.org

The deadline for submittal is February 6, 2026 at 3:00 p.m., CST. This submittal deadline and location will be strictly adhered to. Proposals delivered to the wrong location or received late may be rejected and returned unopened. Hand carried proposals may be delivered to the above address ONLY between the hours of 8:00 am and 4:30 pm, Monday through Friday, excluding holidays observed by the Village. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

If mailing or delivering, qualifications must be in a sealed envelope and clearly marked in the lower left corner: "Heesakker Park Shelter and Parking Lot RFP" Please provide one (1) original and a thumb drive including the proposal file.

Packets will not be opened publicly.

No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.

Electronically submitted proposals (email)

May be submitted to john@littlechutewi.org. PDF format will be required in this format of submission. The email subject line shall include "Heesakker Park Shelter and Parking Lot RFP".

Modified Submissions of RFP

Modified qualifications and proposals can be submitted to replace all or any portion of previously submitted information prior to the submission deadline.

Withdrawal of RFP

Qualification and proposal information may be withdrawn from consideration prior to the submission deadline by written request, on the Consultant's letterhead, submitted to the Village.

RFP Postponement or Cancellation

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all submittals to the RFP, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP as it deems to be in the best interest of the Village.

Contracting Department

The Village Parks, Recreation, and Forestry/Facilities Department in conjunction with the Administration Department will administer the contract resulting from this RFP.

Incurring Costs

The Village is not liable for any costs incurred by proposers in replying to this RFP. The Village reserves the right to accept or reject any or all proposals and to waive technicalities in any proposal or part thereof deemed to be in the best interest of the Village.

Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Each page must be clearly marked "CONFIDENTIAL" via watermark. The Village shall comply with state and federal law(s) as to complying with request information.

Fixed Price Period

All prices, costs, and conditions outlined in the RFP/price proposal shall remain fixed and valid for acceptance for a 90-day period commencing on the due date of the contractor's proposal. The Village reserves the right to negotiate the scope of services and costs with the highest ranked consultant.

Certification of Independent Price Determination

By signing this proposal, the respondent certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

The process in this proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other respondent or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening in the case of an advertisement procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other respondent or to any competitor.

Restricting Competition

No attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Certification of the RFP

If additional information is necessary to assist the vendor in interrupting this RFP written questions will be accepted by the Village of Little Chute Administrator – Beau@littlechutewi.org and may be shared with the Parks, Recreation, & Forestry/Facilities Director. Other than written questions, firms shall refrain from contacting the Parks, Recreation, Forestry & Facilities Department employees, elected officials, or the Heesakker Park Shelter & Parking Lot Project Management Team during the RFP process. Any lobbying by firms during the RFP process may result in disqualification from the project. Written questions are due to the Parks, Recreation, & Forestry Director no later than 4:30 pm on Friday, January 26th at 4:30 pm.

12. SELECTION OF CONSULTANT

The Heesakker Shelter and Parking Lot Project Management Team will base their decision on the qualifications and experience of the firm and staff along with feedback from references and other sources. The evaluation process will include a review and ranking by each individual member of the Project Management Team of each proposal. The review team will meet and combine their rankings to determine the top firms for potential interview/selection.

The recommendation to award the contract will be to the firm that has the highest point total of the top selected firms. This will be presented to Village board for official approval.

Evaluation of Proposal

- a) The understanding, responsiveness, and completeness of the proposal, including scope, approach, and detailed work plan. 0-20 points
- b) Experience and qualifications of the firm, project manager, key personnel, and sub-consultants on similar projects, including the qualifications of staff members assigned to the project, as reflected in their education, position within the firm, and years and types of experience outlined in their resumes. 0-30 points
- c) Consultants' fees and rates 0-30 points
- d) Projected and actual costs from previous projects with similar scopes. 0-20 points

Maximum total points: 100 points

13. COMPENSATION AND STANDARD CONSULTANT AGREEMENT

Any selected consultant will be compensated on a time and materials basis up to a not-to-exceed fee that is included in the contract agreement. Any selected consultant will be paid monthly for services rendered. Note that the consultant's proposal will be referenced as the basis for their standard of practice in providing the requested services. The selected firm will provide a proposed agreement following the Standard AIA Owner – Architect Form of Agreement, in which any modifications can be discussed and negotiated prior to finalizing the agreement and prior to execution of the contract.

14. TERMS AND CONDITIONS

Terms of Agreement

Upon mutually agreeing to the terms of the contract, a written agreement will be prepared utilizing a Standard AIA Owner – Architect Form of Agreement.

Insurance

All submissions must include either a description of the firm's insurance or a certificate of insurance outlining the firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by any future contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the Village. Such insurance shall be primary. Prior to the execution of the written contract, the successful Firm shall furnish the Village with a Certificate of Insurance listing the Village as an additional insured and upon request, certified copies of the required insurance policies.

The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. **A copy of the Village of Little Chute insurance specifications can be found in Exhibit A of this proposal packet.**

Failure to submit an insurance certificate, as required, can make any future contract voidable at the Village's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by Village of Little Chute.

Nondiscrimination

In connection with the performance of work under any future work agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the Village.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the Village, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract will be as specified in the RFP.

Termination of Contract

It should be noted that either party may cancel the service agreement by written notice to the other party at least 90 days in advance of the commencement of the contract. If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the Village shall thereupon have the right to immediately terminate or provide notice of the termination of this Contract. Such termination notice shall be in writing and shall identify the date of the termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials related to the services prepared by the support firm under this contract shall, at the option of the Village, become the property of the Village of Little Chute.

Notwithstanding the above, the support firm shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the support firm, and the Village may

withhold any payments to the support Firm or the purpose of set off until such time as the exact amount of damages due to the Village from the support Firm is determined.

Other Considerations

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of vendor, ability to render satisfactory service and past performance will be considered in determining status as a responsible vendor. The Village reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

Village Reservation

- a) This RFP does not commit the Village to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all qualifications received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the Village of Little Chute to do so.
- b) The proposals will become part of the Village of Little Chute files without any obligation on the Village of Little Chute's part.
- c) The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Village of Little Chute for any purpose.
- d) The Village of Little Chute reserves the right to request clarifications for any proposal.
- e) The Village of Little Chute reserves the right to require clarifications and or adjustments to bidders proposals.

15. PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Qualifications and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the Village, will be incorporated into a contract between the Village and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, an no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance may take place only upon award by the Village Board, execution of the contract by the proper Village officials, and delivery of the fully executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the Village of Little Chute.

EXHIBIT A

VILLAGE OF LITTLE CHUTE

Liability Insurance and Bond Specifications for Construction Projects

I. INSURANCE REQUIREMENTS FOR ARCHITECT AND CONSULTING ENGINEER

A. Minimum Scope and Limits

1. Architects and Engineers Errors & Omissions Liability coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance is to be maintained for at least two years after completion of the project.
2. Commercial General Liability coverage with limits of no less than the following:

a. Each Occurrence Limit		\$1,000,000
b. General aggregate limit (other than Products—Completed Operations)	per project	\$2,000,000
c. Products—Completed Operations aggregate	per project	\$1,000,000
d. Personal and Advertising Injury limit		\$1,000,000

3. Automobile Liability coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1—Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability coverages, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate.
6. Also, see requirements under Section IV.

II. INSURANCE REQUIREMENTS FOR CONTRACTOR—LIABILITY & PROPERTY

A. Commercial General Liability coverage including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU coverage with the following minimum limits:

General aggregate limit (other than Products—Completed Operations)	per project	\$2,000,000
2. Products—Completed Operations aggregate	per project	\$1,000,000
3. Personal and Advertising Injury		\$1,000,000
4. Each Occurrence limit		\$1,000,000

B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1—Any Auto basis.

C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.

D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$5,000,000 aggregate.

E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.

F. Property Coverage (to be provided by contractor)

1. Contractor shall determine amount of coverage perils and policy form necessary to complete project should a loss of any type occur and to meet requirements of the contractors bonding company, if any.
2. Covered property will include property in transit, property stored on the project work sites, and property stored off the project work sites.
3. The municipality, architect, engineer, contractor, and subcontractors will be added as loss payees to the policy.

G. Also, see requirements under Section IV.

H. Bond Requirements

1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to percent of the contract bid.
2. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

III. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

- A. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers Liability insurance. This insurance shall be as broad as those noted for Contractor requirements contained in Section II. above.

IV. APPLICABLE TO ARCHITECTS, CONSULTING ENGINEERS AND CONTRACTORS

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insureds on all Liability policies for liability arising out of project work.
- C. Certificates of Insurance, Commercial General, Umbrella and Additional Insured Endorsements acceptable to the municipality shall be submitted prior to commencement of the work.
- D. Architect, Engineer and Design Build Contractors shall warrant that no documents used for the project require Municipality to indemnify and / or hold harmless any party to the contract for any reason.
- E. Architect, Engineer and Design Build Contractors shall warrant that the documents used for the project shall not contain any wording limiting the financial responsibility of the parties to the contract for damages arising from their negligence, act, error or omission.

EXHIBIT B

Heesakker Park Project Survey - Results

Are you a resident of the Village of Little Chute

437 of 481 Answered (90.9%)

Drop-Down

No (134 responses, 27.9%)

Yes (303 responses, 63.0%)

Choose the most important direction for the future of Heesakker Park

466 of 481 Answered (96.9%)

Checkbox

Connecting sidewalks to sledding hill (41 responses, 8.5%)

New, fully enclosed shelter (100 responses, 20.8%)

Open Air Shelter (Keep existing) (189 responses, 39.3%)

Parking lot (31 responses, 6.4%)

Preservation and enhancement of Heesakker Park woods (288 responses, 59.9%)

Are you in support of a rentable shelter in Heesakker Park

465 of 481 Answered (96.7%)

Drop-Down

No (260 responses, 54.1%)

Yes (205 responses, 42.6%)

If a shelter is built, what type would you prefer?

429 of 481 Answered (89.2%)

Drop-Down

Fully enclosed year-round shelter (147 responses, 30.6%)

No preference (90 responses, 18.7%)

Outdoor open air, seasonal shelter (192 responses, 39.9%)

How many people would you like the shelter to accommodate?

409 of 481 Answered (85.0%)

Drop-Down

0 - 50 (138 responses, 28.7%)

101 - 150 (40 responses, 8.3%)

51 - 100 (109 responses, 22.7%)

No preference (122 responses, 25.4%)

If you would like a new, fully enclosed shelter, what type of events would you like to see occur? (select all that apply)

272 of 481 Answered (56.5%)

Checkbox

Corporate Meetings / Retreats (60 responses, 12.5%)

Family Gatherings (birthday parties, showers, graduation parties etc) (226 responses, 47.0%)

Recreation Programs (205 responses, 42.6%)

Weddings (77 responses, 16.0%)

What is your age range?

467 of 481 Answered (97.1%)

Drop-Down

18 - 29 (80 responses, 16.6%)

30 - 39 (146 responses, 30.4%)

40 - 49 (103 responses, 21.4%)

50 - 59 (47 responses, 9.8%)

60+ (77 responses, 16.0%)

Other (3 responses, 0.6%)

prefer not to answer (11 responses, 2.3%)

Additional Comments

Long Answer

226 of 481 Answered (47.0%)

226 of 481 Answered (47.0%)

EXHIBIT C

Heesakker Park – 1509 E. Lincoln Street



View from Road



Existing Amenities



Open Green Space



Sledding Hill



Existing Restrooms and Playgroung



Existing Restrooms and Playgroung (cont.)



Park View to Street



Restroom to Street View



Aerial View

