



11333 N. Cedarburg Road
Mequon, WI 53092
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www.ci.mequon.wi.us

Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, May 14, 2024
7:15 PM or immediately following the Committee of the Whole
Christine Nuernberg Hall

Agenda

- 1) Call to Order, Roll Call
- 2) Approval of Meeting Minutes
Action requested: review and approve
 - a. April 9, 2024, Minutes
- 3) Discussion Items
 - a. Approval of Reimbursement for Swan Ridge Farms: Milwaukee Water Works Meter Pit and Upsized Transmission Main
- 4) Adjourn

Dated: May 14, 2024

/s/ Andrew Nerbun, Chair

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the Public Works Office at 262-236-2913, Monday through Friday, 7:00 AM - 3:30 PM.



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Water Utility

MEQUON MUNICIPAL WATER UTILITY COMMISSION
Regular Meeting
Tuesday, April 9, 2024
7:30 PM
Christine Nuernberg Hall

Minutes

1) Call to Order, Roll Call

Meeting was called to order at 7:51PM

Present:

Commissioner Andrew Nerbun
 Commissioner Robert Strzelczyk
 Commissioner Kelly Tolocko
 Commissioner Dale Mayr
 Commissioner Jeffrey Hansher
 Commissioner Gregg Bach
 Commissioner Brian Parrish
 Commissioner Kathleen Schneider
 Commissioner William Gebhardt

Also present: City Administrator Jones, Assistant City Administrator Schoenemann, City Attorney Sajdak, City Clerk Fochs, Director of Public Works/City Engineering Lundeen, Director of Community Development Tollefson, Assistant Director of Community Development Zader, Administrative Assistant Schlereth, press and interested public.

Attachment: 4-9-24 (9364 : April 9, 2024 Minutes)

2) Approval of Meeting Minutes

a. October 30, 2023, Minutes

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Commissioner Mayr
SECONDED BY: Commissioner Parrish

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

3) Discussion and Possible Action

a. Approving the Purchase of a Replacement for Truck 801 from Ewald Automotive Group of Oconomowoc, WI for a Total Cost of \$79,000

RESULT: Approved by Roll Call Vote [Unanimous]
MOVED BY: Commissioner Strzelczyk
SECONDED BY: Commissioner Schneider

AYES: Nerbun, Strzelczyk, Tolocko, Mayr, Hansher, Bach, Parrish, Schneider, Gebhardt

4) Adjourn

a. Motion to Adjourn 7:53 PM

Respectfully Submitted,

Ren Schlereth
Administrative Assistant

Attachment: 4-9-24 (9364 : April 9, 2024 Minutes)



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Office of Mequon Municipal Water Utility Commission

TO: Mequon Municipal Water Utility Commission
FROM: Jim Voigt, Director of Operations
DATE: May 14, 2024
SUBJECT: Approval of Reimbursement for Swan Ridge Farms: Milwaukee Water Works Meter Pit and Upsized Transmission Main

Background

The Mequon Water Utility (MWU) entered into a Development Agreement (DA) with MK/S-EP LLC (Developer) in April of 2023 for the development of Swan Ridge Farms Subdivision. It is stipulated in this DA (Exhibit A) that MWU will compensate the Developer for oversizing of the transmission water main and meter pit that serve this development.

Analysis

The MWU recently completed a Master Plan for the management and operations of the Water Utility. One of the issues identified is the eventual need for a second connection to the Milwaukee Water Works at the intersection of County Line Rd and Swan Rd. This connection was not immediately necessary for the operations of the Utility, based on the analysis within the Master Plan.

When the Developer approached the City about Swan Ridge Farms Subdivision, the most logical connection for water supply was the second MWW connection at Swan and County Line Road. This is significantly closer than the existing MWU water mains in the Central Growth area. The Developer was tasked with constructing the system large enough to serve as the second connection for MWU, but the Utility would compensate the Developer for the cost of this oversizing. Oversizing of water infrastructure to serve the utility as a whole is referred to by the Public Service Commission as Betterment of Service (BOS).

Fiscal Impact

The DA defined how the Utility would compensate the developer for oversizing the infrastructure. There were two defined projects for this development.

Section 12 (x) b of the DA covers the Meter Pit Project cost share:

...for the meter pit construction, the Mequon Water Utility will reimburse the Developer the percent difference between the water main diameter for the development demand and for the system demand. For example, if the Development requires 10-inch water main to meet the requirements of the Mequon Water Utility Water Connection Policy, but a 16-inch water main is required for the transmission main, the Mequon Water Utility shall reimburse 37.5% of the water meter pit cost (difference in water main diameter divided by diameter of transmission main).

Section 12 (x) c & d covers the Water Transmission Main cost share:

- c. To construct and oversize water main from the meter pit to the northeast corner of the Development so that it can be used as a transmission main for the Water Utility.*
- d. Any portion of the costs eligible for reimbursement shall be reimbursed in accordance with the Mequon Water Utility Water Connection Policy, payable at the time of final plat.*

The Mequon Water Utility Water Connection Policy requires the utility to cover the costs associated with oversizing the water transmission main based on the bid results, see section E under VI Cost to Connect:

E. For Mequon Water Utility Costs

- 1. The developer shall be responsible for all costs of required water infrastructure sized for the demand of the development.*
 - a. Where the Mequon Water Utility system plan requires the installation of water main larger than 12 inches in diameter, the Mequon Water Utility shall pay the difference in cost between the installation of the pipe sized for the development demand and the system demand. Reimbursement for the increased pipe size shall be determined by bidding the water infrastructure sized for the demand of the development and bidding the water infrastructure sized for the system demand. The difference in cost between the water infrastructure sized for the demand of the development and the water infrastructure sized for the system demand shall be considered the reimbursement value.*

The Developer provided the attached (Exhibit B) Reimbursement Request that details the required cost share. The Developer is requesting compensation in the amount of \$218,256.75:

Meter Pit Bid Results	
Lowest Bid for Meter Pit Construction	\$209,978.00
BOS based on DA (37.5%)	\$78,741.75

Transmission Main Bid Results	
Project Built as 16 inch main (BOS)	\$522,300.00
Project Built as 10 inch main (Nominal)	\$382,785.00
Oversizing Expense	\$139,515.00

The utility approved these funds in our 2024 Capital Budget. The attached table shows the breakdown of the request versus the approved Capital Budget:

Item	Capital Account	2024 Capital Budget	Requested Reimbursement (includes 10% Contingency)
Meter Vault	System Supply & Control	\$ 150,000.00	\$ 86,615.93
Transmission Main	Betterment of Service	\$ 300,000.00	\$ 153,466.50

Please note that absent the development, to construct the meter pit and the transmission main, the MWU would be obligated to pay the bid price of \$732,278. The Developer is requesting authorization of reimbursement (including contingency) up to \$240,082.43, almost 33% of the bid price or 53% of the budgeted amount. This build and contribute model for the development yields a large cost savings to the MWU and its customers and will add an anticipated 83 customers to the MWU and provide the potential for future expansion to Huntington Park. Sufficient funds are available for this project.

Furthermore, this specific project was identified as a system required loop at some point in the future. Though the utility would not have constructed this project for at least 5 years, it would have eventually needed to add this second connection to the MWW. This development, along with similar projects like the Central Growth area, allow the utility to steadily close the gap on these system loops. Requiring and paying for the oversizing of watermain is a simple yet cost effective way to grow the system. It is a win/win proposition for both the developer and the water utility.

Recommendation

Staff recommends that the Water Utility Commission authorize the payment of up to \$240,082.43 for Betterment of Service to the Developer. This payment to be made after the system is installed and tested per the Water Service Agreement. The authorized amount includes a 10% contingency.

Attachments:

- Exhibit A: Swan Ridge Farm Executed DA (PDF)
- Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (PDF)

Document Number	DEVELOPMENT AGREEMENT FOR SWAN RIDGE FARM Document Name	
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THIS DEVELOPMENT AGREEMENT ("Agreement") is made as of APRIL 21, 2023, by MK/S-EP, LLC (the "Developer") and the City of Mequon, a municipal corporation (the "City").

RECITALS

A. The Developer desires to improve and develop the property described on the attached Exhibit A (the "Property").

B. Wisconsin Statutes Section 236.13(2) and Sections 58-634(c) and 58-637 of the Mequon Code of Ordinances (the "Code") provide that, as a condition of approval, the City shall require that the Developer make and install or have made and installed any reasonably necessary improvements.

C. This Agreement describes the Public Improvements, as defined below, that are necessary to complete the Developer's proposed development of Phase 1 of the Property (the "Development"), the Private Improvements, as defined below, and other terms and conditions of the Development.

D. The schedule for the City's Public Works Department, and the City's budget, do not provide for installation of the Public Improvements, and absent this Agreement, there would be a considerable delay in the installation of the Public Improvements.

E. The orderly, planned development of the Development will best promote the health, safety and general welfare of the community.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals and the following agreements, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree:

1. Improvements. As defined in this Agreement, the following terms and phrases have the following meanings:

"Improvements" means the Private Improvements and the Public Improvements.

"Private Improvements" means all improvements in the Development required by this Agreement other than the Public Improvements.

Recording Data
Name and Return Address City Engineer 11333 N Cedarburg Road Mequon, WI 53092
Parcel Identification Number <u>14-032-04-000.00</u>

Attachment: Exhibit A: Swan Ridge Farm Executed DA (9322 : Approval of Reimbursement for Swan Ridge Farms)

“Public Improvements” means all public streets, sidewalks, paths and required appurtenances to the foregoing, including without limitation street name signs, regulatory/public safety signs (speed limit signs, stop signs and so forth) and bollards; sanitary sewer facilities and water supply facilities that connect to the public sewer or public water systems, but in each instance only those portions up to and including stubs of laterals; storm sewer and sump collection lines; street trees and any required landscaping in rights of way; street trees and other landscaping in easement areas dedicated to the City for that purpose, but only to the extent specified in such easements; items specified in the Plans, as defined below and approved by the City, as Public Improvements; and items specified in the Code or state statutes as Public Improvements.

2. Proposed Development Plan. The Development as proposed is depicted on the Developer’s proposed development plan. The proposed development plan was granted Preliminary Plat approval by the Planning Commission on March 20, 2023, such approval being valid for two years from the approval date provided that construction has been commenced within that time period. The Preliminary Plat is an expression of approval or conditional approval of the layout submitted and is a guide to the preparation of the Final Plat which will be subject to further consideration by the Planning Commission at the time of its submission. Developer intends to develop the Property in accordance with the Swan Ridge Farm Phasing Plan approved by the City as part of the Preliminary Plat approval. The first phase generally consists of the southern half of the Property and includes Lots 1 through 41 and the Outlot areas adjacent to said lots (“Phase 1”). The lot numbers described in this Section 2 refer to those lot numbers shown on the Swan Ridge Farm Preliminary Plat last revised on February 28, 2023.

PLANS AND SPECIFICATIONS

3. Plans and Specifications. The Developer shall, at its expense, have plans and specifications (collectively, the “Plans”) prepared for the Improvements. The Plans shall include those plans that are customary in the industry for similar developments, including a site plan, grading, drainage and erosion control plans, stormwater drainage plans, landscaping and open space plans, street plans, utility plans and construction details, including those construction details described in this Agreement. The Plans shall be subject to review and approval of the City Engineer and any regulatory body or other staff person specified below. The Developer shall not commence the Improvements until the Plans are reviewed and approved.

4. Corrections to Plans. The City Engineer may, at any time prior to Final Plat approval, require changes to approved Plans for any of the Improvements to the extent such changes are necessary to correct oversights, omissions or errors, to compensate for changing site conditions or to complete fully the work in accordance with sound engineering practice. The Developer shall perform the work necessitated by any such change entirely at its expense without any claim for reimbursement.

5. Standards. The Plans and design of the Improvements shall comply with the requirements of the current edition of the City’s Standard Specifications for Land Development and all applicable provisions of the Code and state and federal laws (each a “Regulation”) in place at the time of approval of the Plans and design. Additionally, the Plans shall satisfy the requirements set forth below. In the event of a conflict between the Standard Specifications and this Agreement, the terms of this Agreement shall control. In the event of a conflict between any Regulations, the more stringent requirement shall apply unless otherwise addressed within the Regulation.

6. Changes in Regulations. Should any Regulation change within two years of the approval, the Developer may choose which version of the Regulation to follow if material work on the applicable Improvement has commenced. Where work on an Improvement affected by the changed Regulation has not commenced, the Developer shall comply with the revised Regulation.

7. Grading, Drainage and Erosion Control Plans. The Developer shall submit grading, drainage and erosion control plans that:

- (a) Indicate which lots are designed for full exposure and partial exposure and the lots that are limited to front load entry garage only.
- (b) Show 2' contours for both existing and proposed grades for building pads and show any culverts and storm sewers.
- (c) Indicate and detail the cross-section and profiles of all drainage ways and erosion protection.
- (d) Show minimum setback and offset dimensions and building grades approved by the City.
- (e) For all land disturbing activities, show existing contours at least 200' into adjacent parcels.
- (f) Show the location and dimension of all construction site management measures to control erosion and sedimentation.
- (g) Include minimum elevations for the proposed top of principal building foundation walls based on proposed building envelopes and approved finished yard grades.
- (h) The master grading and stormwater management plans for the entire Property shall be submitted to and approved by the City Engineer prior to starting construction of Phase 1.

8. Stormwater Drainage Plans. The Developer shall submit stormwater drainage plans that:

- (a) Provide for a complete storm drainage system, including one or more detention basins and/or retention ponds, culverts, storm sewer and open ditches that are adequate to accommodate expected surface water flow within and through the Development and drain the surface water from and through the Development in accordance with the Code, Chapter 13 of the Milwaukee Metropolitan Sewerage District ("MMSD") rules, and the regulations of the Wisconsin Department of Natural Resources (the "DNR"), as may be applicable.
- (b) Show all tributary areas to the proposed drainage system and downstream analysis within 1,500 feet of the Property, including all proposed and existing drainage structures in the drainage system area.
- (c) Show drainage easements by dimension and detailed cross-section.
- (d) Provide for erosion protection through minimum velocity design and restoration of all areas adjacent to existing and proposed roadways to conform to the approved roadway cross-section.
- (e) Address erosion control on all ditch invert slopes exceeding five percent (5%). Any such slope that is greater than five percent (5%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be greater than five percent (5%), additional analysis of the velocity of the flow and slope protection shall be provided, and such slope might not be approved.

(f) All roadside ditches and drainage easements shall be designed with a minimum one percent (1%) slope. Any such slope that is less than one percent (1%) may only be approved after review and acceptance by the City Engineer. To the extent any such slope shall be less than one percent (1%), additional analysis of the velocity shall be provided, and such slope might not be approved.

(g) Provide on-site stormwater management facilities that comply, to the satisfaction of the City Engineer, with the City's stormwater ordinances and MMSD Chapter 13 rules and regulations.

(h) Provide hydrologic calculations for the 2-, 10- and 100-year development conditions.

(i) Provide hydraulic calculations showing pond discharge rates under proposed conditions. Under proposed conditions, a retention pond must demonstrate that the 2-, 10- and 100-year discharge rate will be less than pre-settlement conditions.

(j) Show all sump pump discharge pipes discharging to a roadside ditch, storm sewer or other location approved by the City. For roadways with an urban section, a sump pump collection system shall be required.

(k) If the storm sewer design includes underground piping, prepare a set of utility plans showing all plan and profile views of sanitary sewer, watermain and storm sewer. Such plan shall be used and kept current during all phases of construction.

9. Landscaping, Open Space and Signage Plans.

(a) The Developer shall submit a street tree plan which shall conform to the City's street tree ordinance. The street tree plan shall be subject to review and approval of the Tree Board and Planning Commission.

(b) The Developer shall submit landscape plans for all entryways, open spaces, public street cul-de-sac islands and detention basin and retention pond buffers. Such plans shall be designed by a licensed landscape architect and shall be subject to review and approval of the Planning Commission. The City may have a licensed landscape architect review the submitted landscaping and open space plans.

(c) Developer shall plant all street trees between September 1st and October 15th in the year that the Final Plat was approved by Common Council. Dates may be modified at the discretion of the City Forester. Landscaping other than street trees shall be installed prior to Common Council approval of the Final Plat unless the Final Plat is approved in the months of January through April in which case landscaping shall be installed by June 30th of that year.

(d) Pedestrian and bike paths may be required by the City. If so, pedestrian and bike path plans shall address the public use of the paths and maintenance. Details of such paths shall be subject to review and approval of the City Engineer. The location and use of such paths shall be subject to review and approval of the Planning Commission. Any public access path shall be subject to a ten foot (10') wide pedestrian and bike path easement. An eight-foot (8') wide path shall be designed and constructed in accordance with the Department of Transportation (DOT) Bike Path Facilities Handbook.

(e) The Developer shall submit signage and entryway plans to the City. Such plans shall be subject to review and approval by the Planning Commission.

10. Street Plans.

(a) The Developer shall submit plans for all public roads, driveways and roadside sidewalks. Such plans shall be subject to review and approval by the City Engineer and Fire Chief.

(b) Unless otherwise approved by the City, all public and private streets shall satisfy the following requirements:

(i) All new streets shall be constructed with a twelve-inch (12") road base consisting of twelve inches (12") of one and one-quarter inch (1¼") crushed stone base course. The initial surface shall consist of two and one-half inches (2½") of bituminous binder course. Streets and driveways shall be constructed to the City's typical cross-section. The final one and one-half inch (1½") asphalt surface course shall be constructed within 14 days of the construction of the binder course subject to the requirements of Section 49 of this Agreement.

(ii) To the extent the Development will be constructed in phases, the plans shall show all cross connections being constructed in each phase. A temporary tee turnaround shall be shown on the plans for any street connecting into a future phase and for any street leading to any adjoining property.

(c) The plans shall show street name signs and regulatory/public safety signs (speed limit signs, stop signs and so forth) as required by the City Engineer. Street names shall be approved by the Planning Commission.

(d) The Developer shall provide road connections, within City right-of-way, to the Huntington Park subdivision at West Huntington Drive.

(e) The Developer shall provide a crosswalk from the Development to the Mequon Nature Preserve parking lot. Sidewalk, pavement marking, and signage shall conform to the SSLD and MUTCD.

(f) The Developer shall provide a transition from curb and gutter to match the existing cross section in Huntington Park west of Cygnet Court on W. Huntington Drive and west of Cob Drive on Tundra Court.

11. Sanitary Sewer System Plans. The Development will have a public sanitary sewer system. The plans for the system shall:

(a) Conform to the City's Standard Specifications for Land Development, the Standard Specifications for Sewer and Water Construction in Wisconsin and additional requirements of MMSD.

(b) Be designed to meet the ultimate needs of the Development in accordance with the City's sanitary sewer system plan. The West Trunk Sanitary Sewer System Plan identified additional lift station capacity is necessary to serve the proposed Development. The force main capacity improvements necessary to serve the Development and Huntington Park according to the West Trunk Sanitary Collection System and Lift Station Planning Study prepared by SEH last revised on October 14, 2021, will be designed, constructed and paid for by the Mequon Sewer Utility District.

(c) Show the installation of one sewer lateral from the sanitary sewer main to the limits of the sanitary sewer utility easement or road right-of-way for each property abutting the sanitary sewer main.

(d) Show all sanitary sewer lateral locations.

(e) Be designed so the public mainline meets the City's master plan for the area, in terms of depth and size, and be extended to the Adjacent Properties.

(f) Provide legal and practical sanitary sewer service to the properties located at 10133 and 10129 North Swan Road ("Adjacent Properties"). Legal and practical sanitary sewer service is defined as:

- i. City and regulatory approval of a private sewer service ("Private Sewer Service") to the Adjacent Properties.
- ii. Construction of the Private Sewer Service in conformance to Section 4.4 of the Standard Specifications for Land Development, current edition. Based on the requirements of Section 4.4, the Private Sewer Service will be designed to flow by gravity. Provided that the Private Sewer Service meets the requirements of Section 4.4, the City shall not require Developer to increase the depth of the public sanitary sewer system in order to accommodate gravity flow from the basements of the Adjacent Properties.
- iii. The Private Sewer Service shall connect to the public sanitary sewer infrastructure within the right-of-way and terminate with a sanitary manhole at the intersection of the property lines of the Adjacent Properties and Outlot 7. The Private Sewer Service shall be constructed within an easement.
- iv. A Sanitary Sewer Easement and Declaration Agreement is required for the benefit of the owners of the Adjacent Properties. The easement shall be a minimum of 20 feet wide, centered on the Private Sewer Service and be located either between Lots 78 and 79, between Lots 79 and 80 or between Lots 80 and 81. The easement shall be exclusive of all other infrastructure and impediments, including stormwater management facilities.
- v. The Private Sewer Service shall be installed in its entirety at the time of the public sanitary sewer installation and must be functional prior to final plat approval. As the Developer is phasing the public sanitary sewer installation, if the Private Sewer Service is not installed prior to final plat approval for Phase 1, the following conditions must be met:
 1. The Developer shall pay the annual Sewer Tax for the properties located at 10133 and 10129 North Swan Road each year by December 31, effective the date of final plat until the terms of this section are met.
 2. The Developer shall provide to the City an estimate of the public sewer infrastructure costs extending from the Phase 1 limits up to and including the Private Sewer Service, including the costs of inspections, construction, installation, backfill, structures and easements. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to final plat, provide to the City a letter of credit in the amount of 120% the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the public sanitary infrastructure and Private Sewer Service work. If the public sanitary infrastructure and Private Sewer Service work is not completed to the satisfaction of the City on or before 14 months after the final plat is recorded, or upon the occurrence of an Event of Default, as defined below or hereafter, the City may draw on demand the full amount of the Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the

City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

3. The Developer shall record the Sanitary Sewer and Easement and Declaration Agreement, subject to City Attorney approval, as outlined in Section 11.(f)iv.
4. The Developer shall record a public sanitary sewer easement, subject to City Attorney approval, for the public sanitary sewer easement from the Phase 1 plat boundary to the Sanitary Sewer Easement and Declaration Agreement. The public sanitary sewer easement shall be a minimum of 20 feet wide and grant the City the ability to fulfill the requirements of Section 11.(f)v.2.
5. Prior to the recording of the final plat for Phase 2, the public sanitary sewer easement shall be vacated.

12. Water System Plans.

(a) Supply System. The plans shall satisfy the following requirements:

- (i) The plans shall show a water supply and distribution system for the Development with mains, hydrants, valves and laterals for each lot.
- (ii) All water mains to be installed in a City road right-of-way or easement and shall be subject to review and approval of the City Engineer.
- (iii) The City will determine the lateral locations to avoid removal of any specimen trees. The City shall approve all lateral locations.
- (iv) The public mainline shall meet the City's master plan for the area, in terms of depth and size, and be extended to the adjacent properties as described in this Agreement.
- (v) The public mainline shall be extended to the west line of the Property within W. Huntington Drive.
- (vi) Developer shall record a watermain and access easement across the remnant parcel of the Development, from the termination of the watermain in Phase 1, along the shortest route to Swan Road. The easement shall grant the Mequon Water Utility the right to install, operate and maintain public water infrastructure within the easement should future phases fail to develop. The easement shall be vacated prior to final platting the second phase and be submitted to the City Engineer for review prior to the approval of the final plat.
- (vii) Easements shall be provided to adjacent residentially zoned properties for access for potential future connection.
- (viii) The mainline water main shall meet Water Utility standards for ISO recommended fire flows of 2,500 gpm, which may require increasing the pipe size for any dead end mains.
- (ix) Dead end mains must be terminated with a public hydrant or blow off assembly.
- (x) Developer to connect to existing watermain near the intersection of Swan Road and County Line Road and extend the water transmission main to the northeast corner of the Property in accordance with the following requirements:

- a. To contract for the design and construct a meter pit, mains, valves, fittings and any and all other facilities necessary to deliver water to serve the lots in the proposed Development, at their cost, in a manner consistent with any and all applicable federal, state and local statutes, regulations and ordinances and complying with the current version of the Mequon Standard Specifications for Land Development and the Mequon Water Utility Water Connection Policy
- b. To construct the wholesale water meter pit near the intersection of County Line Road and Swan Road, including connection to Milwaukee Water Works water mains. For the meter pit construction, the Mequon Water Utility will reimburse the Developer the percent difference between the water main diameter for the development demand and for the system demand. For example, if the Development requires 10-inch water main to meet the requirements of the Mequon Water Utility Water Connection Policy, but a 16-inch water main is required for the transmission main, the Mequon Water Utility shall reimburse 37.5% of the water meter pit cost (difference in water main diameter divided by diameter of transmission main).
- c. To construct an oversize water main from the meter pit to the northeast corner of the Development so that it can be used as a transmission main for the Water Utility.
- d. Any portion of the costs eligible for reimbursement shall be reimbursed in accordance with the Mequon Water Utility Water Connection Policy, payable at the time of final plat.

(b) Fire Protection.

(i) Water for fire protection will be supplied to the Development water system through the City of Mequon Water System.

(ii) All fire hydrant locations shall be subject to review and approval of the Fire Chief.

13. Culverts Plan. The Developer shall submit a proposed driveway culvert size plan. Such plan may be included in one of the other plans.

CONSTRUCTION REQUIREMENTS

14. Construction of Improvements. The Developer shall construct or have constructed, at its expense, all of the Improvements.

15. General Standards; Strict Compliance with Plans. All construction shall conform to the City's Standard Specifications for Land Development, latest edition. Construction will strictly conform to the Plans, including any Plan revisions approved by the City Engineer. The City may require the Developer to replace all the Improvements that deviate from the Plans unless the Developer seeks and obtains prior written approval from the City Engineer for such deviations.

16. Direction by City Engineer. The Public Improvements shall be constructed in strict accordance with the requirements and direction of the City and the City Engineer or the City Engineer's authorized representative and shall be under and subject to constant inspection by the City Engineer or the City Engineer's representative.

17. Responsibility for the Improvements. The Developer shall be fully responsible for the Improvements, all appurtenances to the Improvements and the acts and omissions of its contractors, subcontractors, material suppliers, delivery services and agents until the final plat for the Development is approved by the City. The Developer shall repair or replace, at the Developer's cost, any damage that occurs to the Improvements and appurtenances to the Improvements during the period of the construction of the Improvements and until certification by the City Engineer, approval of the Improvements, acceptance of dedication by the City and Final Plat approval.

18. Lien Waivers. As a condition of the final written certification of the Improvements by the City Engineer, as described in Section 55(a) of this Agreement, and approval, acceptance and dedication of the Improvements by the City, the Developer shall provide to the City lien waivers from all contractors and material suppliers performing work or supplying materials for the installation of the Improvements.

19. No Lot Assessments for Improvements. The costs and value of the Public Improvements will become an integral value of the abutting property; therefore, the Developer shall not make any assessment on future lots in the Development for the cost of the Public Improvements, except for street trees.

20. Additional Grading and Drainage Requirements. The Developer shall (a) rough grade as necessary to establish lot grades in accordance with the approved interim grading plan, including restoration with topsoil, seed and mulch; (b) keep grading and filling to a minimum, including in individual building envelopes; and (c) spread and maintain topsoil, seed and mulch over all exposed ground surfaces to prevent erosion, including surfaces disturbed by utility contractors.

21. Wetlands. Wetland boundaries shall be identified and marked in the field and verified by the DNR, unless the person delineating the wetlands is a DNR assured delineator. The wetlands and setbacks shall be identified on the preliminary and final plats. Temporary wetland boundary protection shall be maintained, and setbacks observed, during all phases of land disturbance and construction. No wetland shall be filled without prior approval of the DNR.

22. Additional Erosion and Runoff Control Requirements.

(a) With respect to erosion and sedimentation control, the Developer shall install and construct the Improvements in compliance with the requirements of the Ozaukee County Land Conservation Guidelines (SCS) and the DNR's "Wisconsin Construction Site Best Management Practice Handbook," latest edition, requirements. Temporary stormwater quality measures during construction activities shall include, at a minimum, the installation of silt fence and temporary sediment basins or permanent stormwater basins.

(b) The Developer shall install the drainage system, including stormwater ponds and temporary and permanent swales, first. The swales shall be planted with fast growing grasses immediately after grade certification by the City or its designated agent. The City may request temporary mulching if disturbed ground is exposed and not actively being graded for more than seven days. Straw, hay bales, check dams or silt fences shall be placed in the drainage system as sediment traps in accordance with established best management practices. The City shall approve the Developer's erosion control plan prior to starting any land disturbing activities.

(c) The Developer may not commence land disturbing activities until all erosion control measures are installed and approved by the City. An erosion control permit for each phase of construction must be approved which requires the Developer to construct the Development in conformance with the City's erosion control ordinance.

(d) The Developer shall protect all disturbed soils left inactive for more than seven days with mulch, temporary annual grasses, erosion matting or other method in conformance with WDNR Technical Standards and approved by the City.

(e) The Developer shall not pile or permit excavated soil to be piled near the drainage system. A topsoil stockpile area shall be identified and used, complete with appropriate erosion control measures.

(f) The Developer will periodically inspect the above-described systems and erosion control measures, including after each rain event of 0.5" or more, and shall promptly maintain, repair and replace them to their originally approved condition.

23. Topsoil. Excess topsoil shall only be removed from the Development by means of end-loading (no screening allowed on site) and trucking from the site. The Developer shall not disrupt topsoil where it is unnecessary, and the final arbiter of necessity shall be the City.

24. Additional Stormwater Drainage Requirements. Stormwater facilities shall be installed before impervious surfaces.

25. Additional Street and Street Signage Requirements.

(a) Prior to the commencement of any construction activity, the Developer shall meet with City Engineering and Public Works staff to identify and agree to a specific "haul" route for all construction equipment and material supplies associated with the Development. The Developer shall agree to confine the movement of its construction equipment to the approved route unless approved otherwise by the City Engineer. The Developer shall provide the Street Wear Financial Guarantee, as defined in Section 50 below. The City shall videotape and perform a road evaluation of the agreed to haul route. This evaluation, known as a service condition rating or "SCR", shall be used as the base line for determining the level of damage that may occur as a result of constructing the Development. At the conclusion of the construction activity and prior to the recording of the Final Plat, the City will again videotape and perform a post development SCR of the Developer's "haul" route. The road evaluation is only applicable to that portion of the approved haul route that lies within the corporate limits of the City. Prior to the City acceptance of the Public Improvements, the Developer will repair the road or pay to the City the estimated cost, as determined by the City, of the road repairs, including without limitation labor, materials, costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters and base repairs.

(b) If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide the Surface Completion Letter of Credit, as defined below in Section 49.

(c) At the time of any extension of any street in the Development for which a temporary turnaround was constructed, the party causing the street extension shall remove the temporary turnaround and restore the area.

(d) The roadside sidewalk shall be installed at the time of street construction. The Developer shall maintain (including snow and ice removal) such roadside sidewalks and repair and replace them as necessary until the Final Plat is approved by the City.

(e) The Developer shall provide and install street name signs and regulatory/public safety signs as required by the Plans approved by the City.

26. Additional Utility Requirements.

(a) The Final Plat shall include the reasonably necessary easements for sanitary sewer, watermain, stormwater drainage, gas, electric, phone, cable television, internet and other utilities for provision of services to and from the Development.

(b) All sanitary, water and drainage easement documents must be prepared separately and recorded at the Developer's expense. These documents shall be subject to review and approval of the City and shall be required at the time of Final Plat approval.

(c) The Developer shall provide proof of payment in full, in the form of fully executed lien waivers, for installation of all required utilities prior to Final Plat approval.

(d) Underground utility installations shall be subject to review and approval by the City Engineer and shall be made without any street pavement removal, unless otherwise specifically approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) The Developer and the City Water Utility shall enter into a Water Services Agreement in form and content customarily required by the City prior to connection to the City's water system.

27. Lot Pipe Certification. The Developer shall, prior to Final Plat approval, provide to the City a lot pipe certification stamped and signed by a professional land surveyor, registered in the State of Wisconsin. The form and content of the lot pipe certification shall be acceptable to the City Engineer.

MODEL HOMES

28. Model and Spec Homes.

(a) Subject to satisfaction of all other requirements for a building permit, the City will issue a building permit for four (4) principal structures to be used as sales models or homes initially planned as spec homes prior to approval and recording of the Final Plat.

(b) If the Developer is unable, despite reasonable efforts, as determined by the City in its sole discretion, to satisfy the paving requirements of Section 3.6 of the Standard Specifications for Land Development, the City will, upon application of the Developer and satisfaction of all other requirements for a building permit, issue a building permit for one model or spec home prior to the installation of the binder course of asphalt in the planned adjacent dedicated public road or private access easement. The City shall not issue the building permit for such model or spec home until stone base is installed and such stone base has successfully passed a proof roll. The stone base shall allow, as determined by the City in its sole discretion, access for inspections and emergency personnel. The City may cancel inspections if adequate access is not provided to inspections staff.

(c) The Developer shall not transfer title to any lot containing a model or spec home until the Final Plat is approved and recorded as described in Section 55 below.

**ASSOCIATION; COVENANTS, CONDITIONS AND RESTRICTIONS;
ONGOING AGREEMENTS**

29. The Association. The Developer shall, prior to the sale of any property within the Development, create or cause to be created an entity (the "Association") with a perpetual existence under the laws of the State of Wisconsin to control and maintain the common areas and facilities of the Development and to assume the obligations of the Association set forth in this Agreement. The Developer shall provide the City a description of the organization of the proposed Association, together with copies of its governing documents, including all documents governing ownership, maintenance and use restrictions for common facilities or common elements, including commonly owned outlots. Such documents shall be subject to review and approval of the City for consistency with the requirements of this Agreement. The Association shall be operating (with financial subsidization by the Developer, if necessary) before the sale of any part of the Development. All owners of any property in the Development, including the Developer, shall be members of the Association solely by virtue of such ownership and shall be jointly responsible for its obligations, which obligations shall be assessable against such members. The Association shall have the power and authority to assess property owners for their proportionate share of costs associated with the responsibilities of the Association set forth in this Agreement. The governing documents for the Association shall confer legal authority on the Association to place a lien on the property of any member who falls delinquent in dues or assessments. Such dues and assessments shall be paid with accrued interest before the lien may be lifted. If at any time the Association does not exist or fails to satisfy its obligations, the owners of the Property shall be jointly and severally liable, with rights of contribution, for the Association's responsibilities under this Agreement and all agreements that run with the land that impose responsibilities on the Association.

30. Obligations of the Association. The Association shall be obligated to maintain in good condition and repair, and replace as necessary, all of the following located in common areas of the Development, if any, that are required and approved as part of the Development: (a) roadside sidewalks, including snow and ice removal, located adjacent to said common areas (Lot owners shall be responsible for clearing snow and ice from sidewalks abutting their lot); (b) pedestrian and bike paths and appurtenances to such paths, including without limitation any signage and bollards; (c) monument and entrance signs; (d) roadside bollards; and (e) all landscaping and related elements (except those on private lots), including all street trees, open areas and stormwater facilities. Such obligations shall be memorialized in one or more documents that shall be recorded against the Property. The documents memorializing such obligations shall specify that, if at any time the Association does not exist or fails to satisfy its obligations, all owners of the Property shall be jointly and severally liable, with rights of contribution, for such responsibilities. The documents memorializing such obligations shall be subject to review and approval of the City, and the provisions requiring the foregoing may not be amended without the prior written approval of the City.

31. Temporary Turnarounds. If any street constructed as part of the Development has a temporary turnaround for any future extension of the street beyond the Development, the party causing the street extension shall remove such turnaround and restore the area in a manner acceptable to the City at the time the street is extended beyond the Development.

32. Stormwater Best Management Practices Maintenance Agreement. The Developer and the City shall enter into an agreement as described below to ensure that the Development's stormwater facilities are maintained to meet or exceed the standards to which they were constructed so that, in the future, the stormwater facilities continue to accommodate the appropriate volume and manage flow through and within the

Development and meet applicable performance standards for storage and release. Accordingly, the following requirements are applicable to the Development:

(a) All stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be maintained and cared for by the Developer until such time as the Developer passes control of the stormwater elements of the Development and responsibility for maintenance of such stormwater elements to the Association, at which time such responsibility shall pass to the Association. In the event that the Developer transfers any portion of the Development prior to the construction, installation and approval of any required stormwater facilities, the Developer shall be released from responsibility for the installation and maintenance of the stormwater facilities only upon the City's approval, in its sole discretion, of the form of the successor in interest's assumption of the Developer's responsibilities under this Agreement; however, the transferee shall be jointly and severally responsible with the Developer until the completion of the construction, installation and approval of such facilities.

(b) The following minimum standards for future care and maintenance of the stormwater drainage and storage facilities, including detention basins and ponds (whether one or more), shall be adhered to by Developer and Developer's assigns and successors in interest:

(i) Provide normal and customary cleaning and maintenance to the detention basins and ponds (whether one or more) located in the Development including, but not be limited to, weed and algae control, dam stabilization, emergency overflow, outlet structure (including trash rack), dredging and biological control.

(ii) Dredging of the storm water facilities shall require permits and approvals under Wisconsin Statutes Section 30.20 to remove materials from the bed of a pond ultimately connected to Lake Michigan from the DNR.

(iii) All weed, algae and other biological control utilizing chemical treatments shall be made consistent with the regulatory requirements that apply to the use of EPA/State Registered Chemicals in detention basins and ponds or lakes and regulations of the DNR. With few exceptions, a permit must be filed with, and approved by, the DNR prior to chemical treatment. In certain circumstances, a representative of the DNR will monitor or supervise the chemical treatment. Developer should contact the DNR for additional information.

(iv) All detention basins and ponds shall be certified by a licensed professional engineer or land surveyor as a condition of Final Plat approval. To assure compliance with the approved plans, the Developer shall recertify the detention basins and ponds (whether one or more) as a condition of transferring ownership to the Association, but in no event shall such recertification occur later than five years after the approval of the Final Plat.

(v) Initial certification of the detention basins and pond (whether one or more) shall be submitted with an as-built record drawing.

(vi) All detention basins and ponds shall be inspected for compliance using the inspection report form supplied by the City. Any deficiencies shall be corrected immediately. A copy of the report form, including but not limited to photographs or diagrams of the deficiency and corrections with the certification shall be provided to the Association, and any other assigns and successors in interest of the Developer, and shall be promptly submitted to the City Engineer for review and approval. Specific areas of inspection shall include, but not be limited to:

- Bio-retention facility
- Pond containment berms are stable and free of animal burrowing
- Detention storage volume
- Erosion
- Vegetative cover
- Sediment accumulation
- Trash rack/culvert functions
- Outlet flow
- High water level
- Water surface elevation at time of survey
- Normal pond water level
- Emergency overflow

(vii) To guarantee performance of all of the foregoing obligations concerning the private stormwater drainage and storage facilities, including detention basins and ponds, the Developer shall, in accordance with Section 58-677(b) of the Code, deposit a performance bond, letter of credit or cash deposit (the “Stormwater Guarantee”) to guarantee the good faith execution of the approved control plan and any permit conditions. The Stormwater Guarantee shall be in an amount equal to 125% of the estimated cost of construction and maintenance of the storm water management practices. The City will release the portion of the Stormwater Guarantee less any costs incurred by the City to complete installation of the facilities upon submission of a pond certification, further described above and in accordance with Section 58-678(h) of the Code.

(viii) Not less than 90 days prior to the final expiration of the Developer’s Stormwater Guarantee obligations, or at such time as the Developer shall convey the outlots or common areas in or on which are located the stormwater drainage and storage facilities, including detention basins and ponds, to the Association or other assigns or successors in interest, whichever is later, the Developer shall have the detention basins and ponds recertified as described above.

(ix) At any time in the future, if, in the opinion of the City, either the Developer (in keeping with the limitations upon its responsibility as expressed in this Section), the Association or any other assigns or successors in interest, shall fail to install or maintain the stormwater drainage and storage facilities, including detention basins and ponds, the City, at its option, may give the Developer, the Association or other assigns or successors in interest, as may be interested, written notice requiring any or all of them within 30 days of the date of notice, to cure the failure and to maintain and to provide the required care. If the notified party fails to comply with the demands of the notice, the City shall have the right, but not the obligation, to perform the work necessary to correct the deficiency, and to charge the cost of such work, including administrative charges, to the Developer, the Association or other assigns and successors in interest, or any combination of them, by drawing upon the Stormwater Guarantee and/or by imposing such charge as a special charge for services pursuant to Wisconsin Statutes Section 66.0627. If such charge is not promptly paid by the party to whom the charges were invoiced, the charges shall constitute a lien and special charge on the applicable property (whether one or more). The City may also draw on the Stormwater Guarantee upon the occurrence of an Event of Default, as defined below,

(x) The City Engineer has the authority to stop work, amend or alter remediation measures to the detention basins and ponds. Failure to comply will result in the issuance of a municipal citation with a forfeiture as prescribed by law, an action for injunction or mandatory injunction, or any combination of remedies. Each day a violation exists shall constitute a separate offense.

(xi) The Association shall be responsible for recertifying the detention basins and ponds as and when required under the Code, to correct all deficiencies in such facilities and to comply with all other provisions of the Code related to such facilities.

(xii) The Storm Water Best Management Practices Maintenance Agreement (“SW Agreement”) and all of its covenants are and shall be covenants running with the land, and shall encumber the Development, and shall bind the Developer and its heirs, successors and assigns, including without limitation the Association. The SW Agreement shall specifically include this language and shall not be incorporated by reference. The SW Agreement shall be recorded with the Ozaukee County Register of Deeds.

33. Additional Covenants, Conditions and Restrictions. Prior to Final Plat approval, the Developer shall record the following additional covenants, conditions and restrictions against the Property (the “Covenants”). The Covenants shall be subject to review and approval by the City. The Covenants shall:

(a) Prohibit, without the express written consent from the City Engineer and approval by the Planning Commission, future property owners from (a) removing any berms, landscaping or amenities installed on the Development as a condition of landscaping, open space, grading or drainage plans, and (b) placing landscape features, berms or plantings which disrupt flow of run-off in drainage ways or courses approved as a condition of the grading and drainage plans.

(b) Notify future lot owners of the obligations set forth below.

OBLIGATIONS OF BUILDER/LOT OWNER

34. Compliance with Grading Plan. Any owner of a lot in the Development who constructs or causes the construction of a building in the Development shall be responsible for siting the principal building and rough and fine grading their lot to comply with the approved master grading plan or an amendment thereto approved by the City Engineer.

35. Sump Pump Discharge and Roof Drainage Plan. Any owner of a lot in the Development who constructs or causes the construction of a building in the Development shall submit, at the time of architectural review and approval, a sump pump discharge and roof drainage plan in accordance with the Storm Water Management Plan approved by the City Engineer.

36. Impact Fees. The City will assess impact fees pursuant to Sections 58-138 et seq. of the Code. Such impact fees shall be paid by the Developer or the owner of the lot prior to obtaining a building permit. The City retains the right to amend and modify its impact fee ordinance, the methodology by which impact fees are calculated or the numerical component values of the impact fee calculation in the future. The impact fees payable shall be based upon the impact fee calculation in effect at the time of the issuance of any building permit.

37. Sanitary Sewer Laterals. If the Development is served by public sewer, lateral locations shall not deviate from the approved plan unless first approved by the City.

38. Private Water. This Section is intentionally left blank.

WARRANTIES AND INDEMNIFICATIONS

39. Warranty of the Public Improvements. All of the Public Improvements shall be warranted against defects due to faulty materials or workmanship which appear within one year from the date of the City’s

acceptance of the dedication (“Warranty Period”), and Developer shall assign to the City applicable contractor warranties for the Public Improvements. If any defect should appear during the Warranty Period, the City shall first seek to enforce any applicable contractor warranty; however, the Developer guarantees the Public Improvements and shall indemnify the City to the extent of any default or failure of any contractor to honor the warranty during the Warranty Period. If repairs or replacements are made during the Warranty Period, the Developer guarantees each repair or replacement performed pursuant to this paragraph for one year from completion of said repair or replacement. This warranty survives any provision of this Agreement that purports to discharge or release the Developer.

40. Environmental Indemnification. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys’, consultants’ and experts’ fees, costs and expenses) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Final Plat or this Agreement including, but not limited to street rights of way, of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of dedication of the Public Improvements. Without limiting the generality of the foregoing, the indemnification by Developer shall include costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances in, on or under the real property, whether in the soil, groundwater, air or any other receptor. The City will notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in, on or under the real property. Following notification to Developer that contamination may exist, the City shall make reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

41. Claims by Third Parties. The Developer shall indemnify, defend and hold the City and its officers harmless from any and all claims, demands, causes of action, losses, damages, and liabilities asserted against the City or its officers, together with related costs and expenses (including reasonable attorneys’, consultants’ and experts’ fees, costs and expenses) brought in connection with any damage suffered by third parties, including personal injury or property loss, resulting from construction of the Improvements or development of the Development regardless of any asserted negligence of the City asserted in connection with inspection of work performed or materials supplied by or on behalf of the Developer or its contractors, subcontractors or agents. This indemnification survives any provision of this Agreement that purports to discharge or release the Developer.

42. Street Damage. The Developer shall be responsible for all damage done to streets within the City, street landscaping, street trees, curbs, utilities, light poles and other property of the City as a result of activities associated with the construction of the Development, including without limitation street damage as a result of excessive hauling operations or installation of the Improvements. This covenant survives any provision of this Agreement that purports to discharge or release the Developer.

FINANCIAL OBLIGATIONS

43. Costs Incurred by the City. The Developer will pay all reasonable costs incurred by the City in connection with the Development, including without limitation costs of attorneys, landscape architects, outside engineers and other consultants and costs regularly charged by the City for its staff’s time and materials used in (a) reviewing and approving the Plans (including without limitation engineering and landscaping plans), (b) inspecting the construction and/or installation of the Improvements, (c) installing street signs, (d) reviewing and

approving record drawings for City files, and (e) any other reasonable costs that may be incurred by the City in connection with the installation of the Improvements including the costs of labor, equipment, materials, engineering, inspection and overhead costs incidental to the Improvements. The City will send invoices for the costs to the Developer periodically, as costs are incurred or as the Improvements are completed. The Developer will pay the City's invoices within 30 days after the date sent by the City. The City may, in its discretion, add a late payment charge of 1.5% per month, computed from the date of the original invoice until paid, for any amount not paid when due.

44. Special Assessments. No special assessments are contemplated in connection with the Development.

45. Streetlights. The Developer shall be responsible for the cost of installation of a WE-Energies LED standard streetlight mounted on a wooden pole or may provide an upgraded bronze FG Smooth pole and rectangular low fixture, as shall be approved by the City, at each main entrance off Swan Road into the Development. The City's Public Works Department shall arrange for the installation permit and coordinate the installation. The Developer shall pay for labor and materials within 30 days after being invoiced. After acceptance of dedication of the Public Improvements by the City, the City shall assume responsibility for the monthly energy costs and future maintenance for the streetlight(s).

46. Landscaping Completion Letter of Credit. If the City agrees to Final Plat approval despite landscaping and/or hardscape amenities, including the installation of required street trees, not being completed (the City shall not be obligated to grant Final Plat approval under such circumstances), the Developer shall provide to the City bids, contracts or other evidence sufficient, in the sole opinion of the City, to demonstrate the cost of completing such work, including the costs of labor and materials. The evidence of cost shall be subject to review and approval by the City. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 125% of such costs. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the work, including with limitation labor, material and costs regularly charged by the City for its staff's time. If the work is not completed to the satisfaction of the City or prior to Final Plat approval in accordance with section 9 (c), or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the letter of credit to defray the costs of finishing the work. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

47. Landscaping Survival Letter of Credit. The Developer shall, prior to Final Plat approval, provide to the City a letter of credit in an amount equal to 25% of the costs of labor and materials in installing landscaping amenities (excluding street trees and any other landscaping that is a Public Improvement). Such costs shall be determined by the City based on its review of the Developer's contracts. The letter of credit shall insure the cost of labor and materials to replace landscaping that dies within three years of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City. The City shall release the letter of credit three years after the installation of the landscaping amenities.

48. Street Tree Survival Guarantee. The Developer shall, prior to Final Plat approval, provide to the City a performance bond, letter of credit or cash deposit in an amount equal to 25% of the costs of labor and materials in installing street trees and any other landscaping that is a Public Improvement. Such costs shall be determined by the City based on its review of the Developer's contracts or as otherwise required by Wisconsin Statutes Section 236.13. The letter of credit shall insure the cost of labor and materials to replace such landscaping that dies within 14 months of installation. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer or its assign shall pay all costs of replacing any dead or dying landscaping. If the responsible person fails to replace such landscaping within 30 days of demand, or upon the occurrence of an Event of Default, as defined below, the City may replace the landscaping and draw on the letter of credit on demand for the cost of the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. If the letter of credit is inadequate to defray the costs, the Developer shall owe the balance to the City. The City shall release the letter of credit 14 months after the installation of the street trees.

49. Surface Completion Letter of Credit. If the surface course of a street cannot be constructed prior to October 15, the Developer shall provide to the City an estimate of the final surface cost, including the costs of inspections, shouldering, streets, curbs, gutters, base repairs, and utility adjustments. The estimate shall be subject to review and approval by the City Engineer. The Developer shall, prior to October 15, provide to the City a letter of credit in the amount of the approved estimate. The letter of credit shall be issued by a local financial institution on the International Chamber of Commerce form or its equivalent. The form and content shall be acceptable to the City Attorney. The Developer shall pay all costs of completing the surface course paving work. If the surface course paving work is not completed to the satisfaction of the City on or before June 30 of the immediately following year, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Surface Completion Letter of Credit to defray the costs of finishing the work, including without limitation labor, material and costs regularly charged by the City for its staff's time. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

50. Street Wear Financial Guarantee. Prior to commencement of any construction activity, the Developer shall provide to the City a performance bond, letter of credit or cash deposit in an amount equal to \$1,000 per lot or unit in Phase 1 of the Development (the "Street Wear Financial Guarantee"). The Street Wear Financial Guarantee is to provide security for compensation to the City for wear and tear and accelerated deterioration of the City's streets as a result of infrastructure improvement associated with the hauling of stone and asphalt attributable to the construction of the Development. Wear and tear shall be determined as described in Section 25 above. The form and content of the Street Wear Financial Guarantee shall be acceptable to the City Attorney. If the Street Wear Financial Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement. If the Developer does not make the repairs as and when required, but in any event on or before the 60th day after written demand from the City, weather permitting, or upon the occurrence of an Event of Default, as defined below, the City may draw on demand the full amount of the Street Wear Financial Guarantee to defray the costs of the street repairs, including without limitation labor, material and costs regularly charged by the City for its staff's time for inspections, shouldering, streets, curbs, gutters, base repairs and utility adjustments. The City shall hold such funds and apply them as costs are incurred. The City shall refund the balance to the Developer, if any, after the work is completed, but not later than two (2) years after final plat approval. If the funds are inadequate to defray the costs, the Developer shall owe the balance to the City.

51. Stormwater Guarantee. The Developer shall provide the Stormwater Guarantee, as defined in Section 32(b)(vii) above, prior to the commencement of any construction activities. The form and content of the

Stormwater Guarantee shall be acceptable to the City Attorney. If the Stormwater Guarantee is in the form of a letter of credit, the requirements shall be substantially similar to the requirements of other letters of credit provided in this Agreement.

52. Public Sanitary Sewer System Connection Charge. If the Developer is required to connect the Development to the public sanitary sewer system, the Developer shall pay to the City, in accordance with the requirements of Section 58-640 of the Code, a sewer connection charge of \$200 per lot prior to Final Plat approval.

53. Developer's Election. To the extent that any letter of credit required by this Agreement shall be determined to be for a public improvement, as that term is used in Wisconsin Statutes Section 236.13(2)(am), this Agreement constitutes the Developer's election to use a letter of credit under Wisconsin Statutes Section 236.13(2)(am)1m.a.

54. Maintenance of Guarantees. Unless otherwise specified in this Agreement or state statutes, letters of credit and other financial guarantees shall be maintained for the periods required by the Code. The Developer shall provide any renewal of any letter of credit to the City prior to its expiration. Failure to do so shall be an Event of Default without notice.

FINAL PLAT APPROVAL; DEDICATION; RELEASE

55. Final Plat Approval

(a) The Common Council shall grant Final Plat approval upon certification by the City Engineer that (i) all of the Improvements have been satisfactorily inspected by the City Engineer and the Department of Community Development which have found that the Improvements have been satisfactorily constructed, installed and completed in accordance with this Agreement; (ii) the Developer has satisfied its financial obligations, including providing required letters of credit and other guarantees; and (iii) the Developer has satisfied all other requirements of this Agreement and the Development and Final Plat meet the requirements of this Agreement, the Code and applicable state laws.

(b) The Common Council may, but shall not be required to, grant Final Plat approval despite certain Improvements not being completed provided escrows have been established or guarantees provided that are adequate, as determined by the Common Council in its discretion, to ensure completion.

56. Dedication. Title to the Public Improvements, together with the land on which they are located, unless located within a dedicated easement, shall be dedicated and given in fee simple by the Developer to the City upon recording the Final Plat, as provided by Wisconsin law, and without recourse, and free and clear of all liens, claims and encumbrances. The lien waivers required in Section 18 of this Agreement shall be a condition precedent of recording of the Final Plat. The Public Improvements shall have access from a dedicated street, where necessary.

57. Continuing Obligations through Dedication. The Developer shall not be released or discharged from its obligations under this Agreement until final inspection and certification of all the Improvements has been made by the City Engineer in writing, and the Improvements have been approved and their dedication accepted by the City.

DEFAULTS

58. Events of Default. The occurrence of any of the following shall constitute an “Event of Default”:

(a) Payments. The Developer fails to pay any amounts payable under this Agreement to the City when due.

(b) Non-Monetary. The Developer fails to observe or perform as and when required or breaches any of the covenants or agreements contained in this Agreement and, except as described below, such failure continues for 15 days after notice from the City of the failure (except as described for letters of credit). The City shall not be required to provide notice, or may shorten or eliminate the 15-day cure period, if the City determines in its discretion that the failure constitutes an imminent danger to health or safety or would constitute such an imminent danger in less than 15 days. The City may, in its sole discretion, provide in the notice for a cure period of longer than 15 days if the City determines that such longer cure period is warranted.

(c) Bankruptcy and Similar Actions. The Developer (i) is liquidated or ceases to exist; (ii) makes a general assignment for the benefit of creditors; (iii) admits in writing its, his or her inability to pay debts as they become due; (iv) files a petition by which it, he or she becomes the subject of bankruptcy or insolvency proceedings; (v) is adjudicated bankrupt or insolvent; (vi) files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation; (vii) files an answer admitting or fails to contest the material allegations of a petition against it, him or her in any such proceeding; or (viii) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator for the Developer or the Development.

(d) Creditors’ Actions. Any involuntary proceeding is filed against the Developer that seeks any reorganization, bankruptcy, arrangement, composition, readjustments, liquidation, dissolution, receivership or similar relief under any present or future statute, law or regulation that is not dismissed within 30 days of the date filed.

59. Remedies. Upon the occurrence of an Event of Default, without notice other than that required above, the City may exercise any one or more of the following remedies without waiving any rights or remedies available to it:

(a) Immediately suspend performance under this Agreement.

(b) Issue a stop work order.

(c) Issue citations to the extent the Event of Default constitutes a violation under any provision of the Code for which citations may be issued.

(d) Withdraw or withhold occupancy permits for any structures in the Development.

(e) Commence any legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

(f) Perform or have performed any work, and have supplied any necessary equipment, goods, materials and services, to complete all or any part of the Developer’s work, all at the Developer’s cost.

(g) Draw any letter of credit and exercise the City’s remedies under any other financial guarantee.

(h) Exercise all other rights and remedies available to it at law or in equity,

60. Remedies Cumulative. The rights and remedies granted to the City under this Agreement are in addition to and cumulative of any other rights or remedies the City may have under the Code or state law. A delay or failure by the City in exercising any right or remedy shall not operate as a waiver of any such right or remedy or as an acquiescence of any default. No single or partial exercise of any right or remedy shall preclude any other or further exercise of a right or remedy or the exercise of any other right or remedy.

61. Attorneys' Fees. The Developer shall pay the City's costs of enforcement of this Agreement, including reasonable attorneys' fees and costs.

GENERAL PROVISIONS

62. Adequate Provision. Execution of this Agreement shall be accepted by the City as adequate provision for improvements within the meaning of Wisconsin Statutes Sections 236.01 236.13 and 236.45(1).

63. Assignment. No assignment of this Agreement by the Developer shall be effective without the prior written consent of the City, and no assignment without such consent shall relieve the Developer of its obligations under this Agreement.

64. Effect of Acceptance. This Agreement binds and inures to the benefit of the Developer and the City and their respective heirs, legal representatives, successors and assigns. Regardless of who prepared the original draft of this Agreement, both parties have had significant input into its terms and content and, accordingly, no presumption shall be made against the drafter.

65. Modifications. Neither this Agreement nor any provision of this Agreement may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. No waiver by either party of any failure or refusal to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

66. Partial Invalidity. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

67. Headings. The headings in this Agreement are for convenience only and do not limit or expand the terms and conditions of this Agreement.

68. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

69. Requirement to Commence Construction. In accordance with Section 58-635(3)(e) of the Code, if the Developer fails to commence construction within two years of approval of this Agreement, this Agreement shall be null and void.

[SIGNATURE PAGES TO FOLLOW]

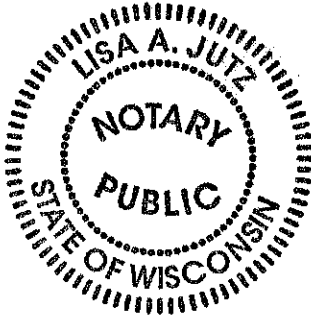
[DEVELOPER SIGNATURE PAGE TO DEVELOPMENT AGREEMENT]

MK/S-EP, LLC

By: Michael J. Kaerek
Name: Michael J. Kaerek
Title: Managing Member

STATE OF WISCONSIN)
) SS
COUNTY WAUKESHA)

The foregoing instrument was acknowledged before me on April 28 2023,
20 __, by Michael J. Kaerek, as Managing Member of MK/S-EP, LLC.

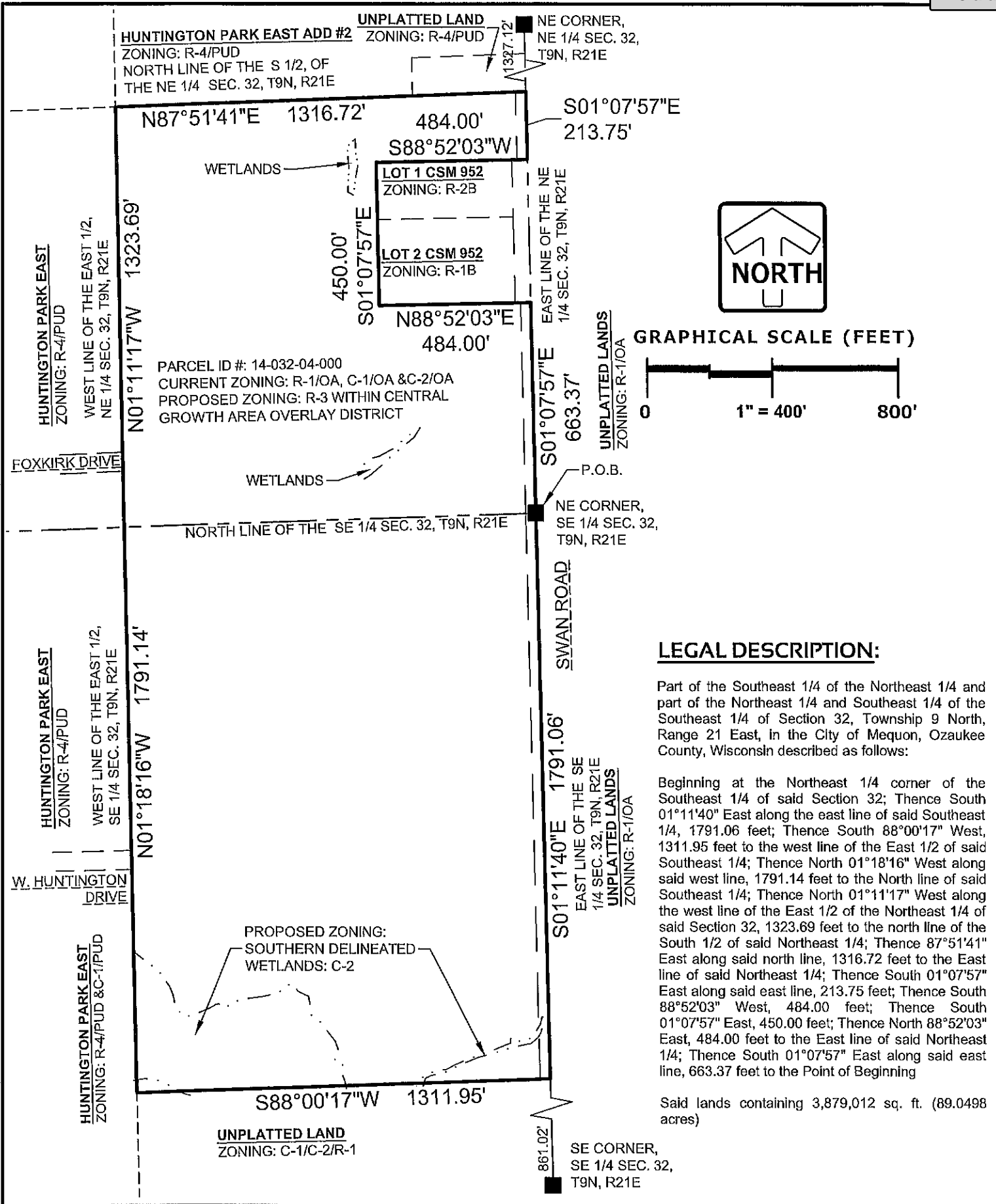


Lisa A. Jutz
Name: Lisa A. Jutz
Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 3/24/24

Attachment: Exhibit A: Swan Ridge Farm Executed DA (9322 : Approval of Reimbursement for Swan Ridge Farms)

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

Attachment: Exhibit A: Swan Ridge Farm Executed DA (9322 : Approval of Reimbursement for Swan Ridge Farms)



Attachment: Exhibit A: Swan Ridge Farm Executed DA (9322 : Approval of Reimbursement for Swan Ridge Farms)

REZONING EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

02/21/202

PLAN | DESIGN | DELIVER

Packet Pg. 31



HOMES • LAND • INVESTMENTS

April 29, 2024

Kristen Lundeen
 City of Mequon
 Director of Public Works/City Engineer
 11333 N. Cedarburg Road
 Mequon, WI 53092

Dear Ms. Lundeen:

On behalf of MK/S-EP LLC, please accept this letter and associated enclosures as their request for the City of Mequon Water Utility Commission to review and approve the Swan Road Meter Vault and Transmission Main contract and to approve MK/S-EP LLC's request to be reimbursed for the meter vault and the oversized transmission main in accordance with the Development Agreement for Swan Ridge Farm and the City's Water Connection Policy. Following is a summary of the Swan Road Meter Vault and Transmission Main project, the project costs and the Developer's reimbursement request:

1. The meter vault portion of the project consists of connecting to the City of Milwaukee watermain at the intersection of County Line Road and Swan Road, extending 12-inch watermain to the north approximately 124 feet to the proposed meter vault and extending 16-inch watermain from the meter vault to the north approximately 71 feet to the beginning of the transmission main portion of the project. The bid items and quantities for this portion of the project are included in Exhibit A.
2. The transmission main portion of the project consists of connecting 16-inch watermain to the north end of the meter vault project, extending the watermain to the north along the west side of Swan Road approximately 835 feet to the Swan Ridge Farms subdivision and further extending the 16-inch watermain approximately 1,530 feet through the subdivision along Migratory Court and Migratory Lane. The bid items and quantities for this transmission main portion of the project are included in Exhibit B.
3. Based on the Development Agreement and the system modeling performed by the Mequon Water Utility, a 10 inch nominal watermain is required to meet the development demand for Swan Ridge Farms. The system modeling is located in Exhibit C.
4. The percentage difference between the watermain diameter for the development demand ("DD") and the transmission system demand ("TD") is 37.5 percent (16" TD minus 10" DD divided by 16" TD).
5. Bid cost of transmission main sized for development: \$382,785.00 (see Exhibit D for the completed 10" Swan Road Transmission Main bid form sized for the development demand).

6. Bid cost of transmission main sized for system demand: \$522,300.00 (see Exhibit E for the completed Swan Road Transmission Main bid form sized for the system demand).
7. Bid cost of Swan Road Meter Vault: \$209,978.00 (see Exhibit F for contract Meter Vault bid form).
8. Requested reimbursement for oversizing transmission main: \$139,515.00.
9. Requested reimbursement for meter vault: \$78,741.75.
10. Requested total project cost to be authorized by Water Utility Commission: \$805,500.00 (includes 10% contingency). The initial project capital will be provided by MK/S-EP LLC.
11. Also attached as Exhibit G is the advertisement for bid e-tear, affidavit of publication, bid tabulation, project estimate submitted to the PSC and proposed Swan Road Meter Vault and Transmission Main contract between MK/S-EP LLC and DF Tomasini Contractors, Inc.

Please review this letter and attached documents and contact me with any questions or concerns. If the documents are acceptable, please schedule the review and approval of the Swan Road Meter Vault and Transmission Main contract and associated MK/S-EP LLC reimbursement on the May 14, 2024 Water Utility Commission meeting agenda. Thank you for your time spent reviewing this matter.

Sincerely,



Joseph A. Bukovich, P.E.
Owner's Authorized Representative

CC: Jim Voigt, City Water LLC
Mike Kaerek, MK/S-EP LLC

Encs.

<https://mlgcompanies.sharepoint.com/sites/MLGFiles/Projects/Mequon - Swan Ridge Farm - Bratt/City Correspondence/Lundeen Swan Ridge Farm Water Commission Memo for Reimbursement 4-29-24.docx>

Exhibit A
Swan Road Meter Vault Bid Items and Quantities
(see attached)

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

6. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
 - B. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions
 - C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Contractor shall perform its own takeoff for the quantity of each item from the construction plans and indicate the quantity the bid is based on by crossing off the estimated quantity and writing their bid quantity in the forms below. Final payment for all Work will be a lump sum payment based on the total bid cost of each item.

Swan Road Meter Vault (per plans prepared by City Water)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	12-inch Water Main: DI - Slurry backfill	LF	65		
2	12-inch Water Main: DI – Spoil backfill with Turf Restoration	LF	59		
3	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	68		
4	12-inch Water Main Valve: Supplied by MWW	EA	1		
5	Connection to Existing 12" Water Main	EA	1		
6	Meter Vault Station	LS	1		
7	Pavement Saw Cutting	LF	50		
8	HMA Pavement Type 5 LT 58 28 S	Ton	15		
9	HMA Pavement Type 3 LT 58 28 S	Ton	10		
10	Erosion Control	LS	1		
11	Traffic Control	LS	1		
12	Curb Removal and Replacement	LF	18		
13	Temporary Hydrant: Include Installation and Removal, all Testing and Connection to Swan Ridge Development	LS	1		
TOTAL BID (Items 1-13)				\$	

Written total base bid _____

Exhibit B
Swan Ridge Farms Transmission Main Bid Items and Quantities
(see attached)

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

**Swan Ridge Farms Transmission Main
(per plans prepared by Pinnacle Engineering)**

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Silt Log: Installation, Maintenance and Removal	LS	1		
2	Silt Fence: Installation, Maintenance and Removal	LS	1		
3	Clearing and Grubbing	LS	1		
4	Signs: Removal and Reinstallation	LS	1		
5	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	835		
6	16-inch Water Main: PVC – Spoil backfill (Turf Restoration by Others)	LF	240		
7	16-inch Water Main Boring	LF	40		
8	16-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	1,250		
9	8-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	10		
10	Hydrant Assembly: Including leads and valves	EA	6		
11	16-inch Butterfly Valve	EA	5		
12	8-inch Gate Valve	EA	2		
13	Temporary Hydrant Assembly	EA	1		
14	Traffic Control	LS	1		
TOTAL BID (Items 1-14)				\$	
Alternate Bid Item					
1A	Temporary Hydrant Removal and Connection of water main	LS	1		
TOTAL ALTERNATE BID (Item 1A)					

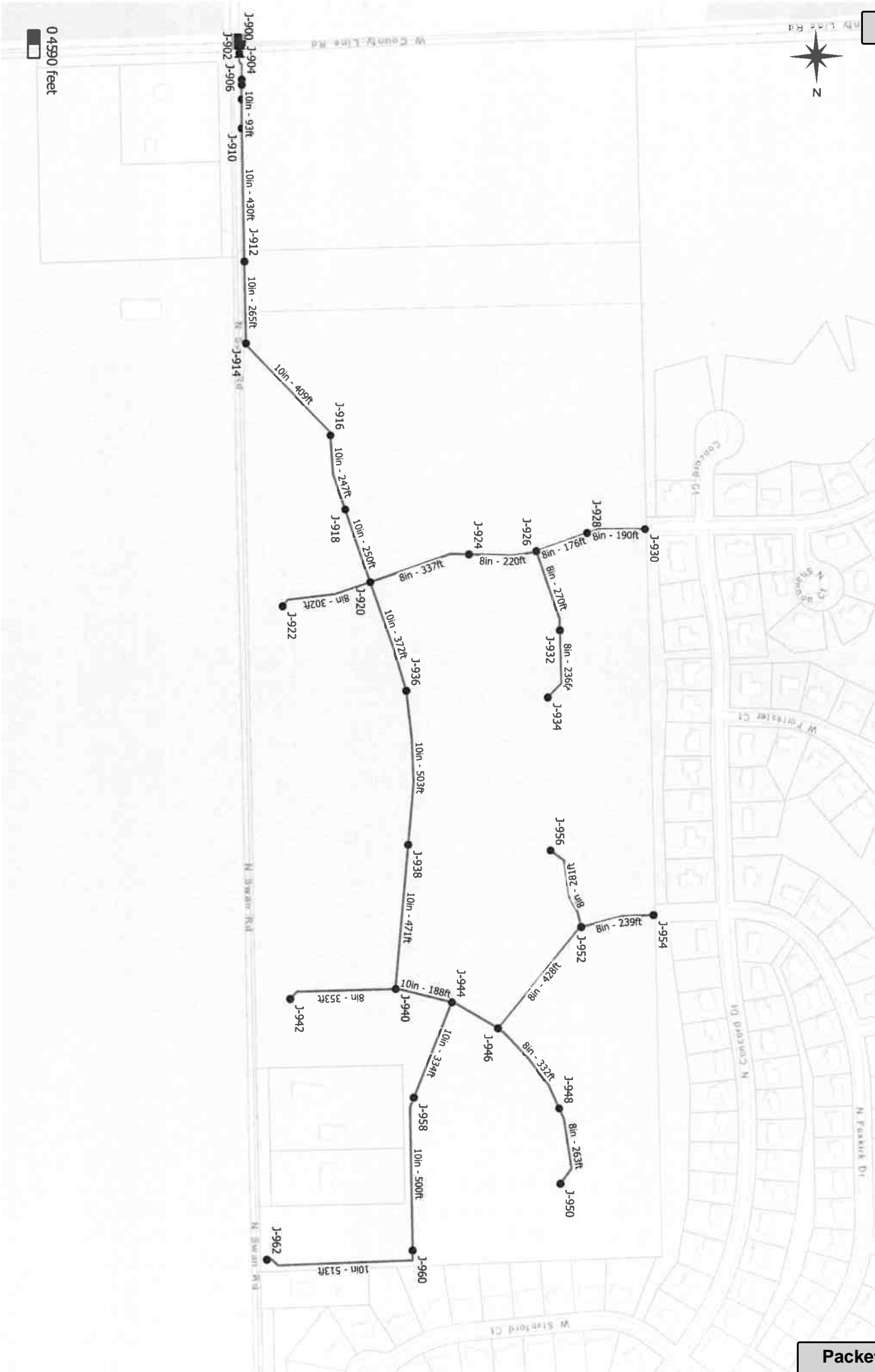
Written total base bid _____

7. Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Exhibit C

Water System Modeling for Development Demand

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of



0.4390 feet



Check_Node	Maximal Flow	Violating_Node	Minimal_pressure	Transmission Main Node
J-910	Maximal flow was reached			x
J-912	Maximal flow was reached			x
J-914	Maximal flow was reached			x
J-916		3470 J-942	20.8	x
J-918		3200 J-942	20.8	x
J-920		2980 J-942	20.8	x
J-922		2600 J-922	20.9	
J-924		2520 J-934	20.9	
J-926		2270 J-934	20.9	
J-928		2260 J-928	20.8	
J-930		2190 J-930	20.7	
J-932		2050 J-934	20.7	
J-934		1900 J-934	20.6	
J-936		2720 J-942	20.9	x
J-938		2460 J-942	20.8	x
J-940		2270 J-942	20.8	x
J-942		1970 J-942	20.7	
J-944		2230 J-962	20.7	x
J-946		2080 J-952	20.6	
J-958		2120 J-962	21.0	x
J-960		1990 J-962	20.9	x
J-962		1880 J-962	20.8	x
J-952		1800 J-952	20.7	
J-956		1700 J-956	20.9	
J-954		1700 J-954	20.5	
J-948		1860 J-950	20.6	
J-950		1720 J-950	20.8	
J-904	Maximal flow was reached			
J-906	Maximal flow was reached			
J-812	Maximal flow was reached			
J-900	Maximal flow was reached			
J-902	Maximal flow was reached			

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Exhibit D
Bid Cost of Transmission Main Sized for Development
(see attached)

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Swan Ridge Farms Transmission Main (per plans prepared by Pinnacle Engineering)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Silt Log: Installation, Maintenance and Removal	LS	1	2,600.00	2,600.00
2	Silt Fence: Installation, Maintenance and Removal	LS	1	750.00	750.00
3	Clearing and Grubbing	LS	1	7,500.00	7,500.00
4	Signs: Removal and Reinstallation	LS	1	750.00	750.00
5	10-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	835	115.00	96,025.00
6	10-inch Water Main: PVC – Spoil backfill (Turf Restoration by Others)	LF	240	80.00	19,200.00
7	10-inch Water Main Boring	LF	40	375.00	15,000.00
8	10-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	1,250	115.00	143,750.00
9	8-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	10	151.00	1,510.00
10	Hydrant Assembly: Including leads and valves	EA	6	8,600.00	51,600.00
11	10-inch Gate Valve	EA	8	3,800.00	19,000.00
12	8-inch Gate Valve	EA	2	2,750.00	5,500.00
13	Temporary Hydrant Assembly	EA	1	5,200.00	5,200.00
14	Traffic Control	LS	1	14,400.00	14,400.00
TOTAL BID (Items 1-14)					382,785.00
Alternate Bid Item					
1A	Temporary Hydrant Removal and Connection of water main	LS	1	7,500.00	7,500.00
TOTAL ALTERNATE BID (Item 1A)					

Written total base bid

- 7. Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Joe A Bukovich

From: Chris Pulvermacher <chrisp@dftomasini.com>
Sent: Friday, April 26, 2024 4:31 PM
To: Joe A Bukovich
Subject: EXTERNAL:RE: Swan Road Transmission Main 10" Bid Form
Attachments: Bid Form for 10-inch Demand of the Development.docx

-----Original Message-----

From: Joe A Bukovich <jbukovich@pointre.com>
Sent: Tuesday, April 23, 2024 4:58 PM
To: Chris Pulvermacher <chrisp@dftomasini.com>
Subject: Swan Road Transmission Main 10" Bid Form

Dear Chris,

In order to calculate the Developer reimbursement for the transmission main project, the City requires a bid for a 10" watermain in lieu of the 16" main. Can you please fill out the attached 10" watermain bid form (just the transmission main bid form, the pdf shows which page to fill out). Can I get the bid in the next couple of days? Please give me a call if you have any questions.

Thank you,
Joe

-----Original Message-----

From: Scanner <scanner@mlgcompanies.com>
Sent: Tuesday, April 23, 2024 4:41 PM
To: Joe A Bukovich <jbukovich@pointre.com>
Subject:

TASKalfa 5004i
[00:17:c8:f1:88:0d]

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Exhibit E
Bid Cost of Transmission Main Sized for System Demand
(see attached)

Swan Ridge Farms Transmission Main (per plans prepared by Pinnacle Engineering)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Silt Log: Installation, Maintenance and Removal	LS	1	2,600.00	2,600.00
2	Silt Fence: Installation, Maintenance and Removal	LS	1	750.00	750.00
3	Clearing and Grubbing	LS	1	7,500.00	7,500.00
4	Signs: Removal and Reinstallation	LS	1	750.00	750.00
5	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	835	158.00	131,930.00
6	16-inch Water Main: PVC – Spoil backfill (Turf Restoration by Others)	LF	240	127.00	30,480.00
7	16-inch Water Main Boring	LF	40	427.00	17,080.00
8	16-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	1,250	178.00	222,500.00
9	8-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	10	151.00	1,510.00
10	Hydrant Assembly: Including leads and valves	EA	6	8,600.00	51,600.00
11	16-inch Butterfly Valve	EA	5	6,100.00	30,500.00
12	8-inch Gate Valve	EA	2	2,750.00	5,500.00
13	Temporary Hydrant Assembly	EA	1	5,200.00	5,200.00
14	Traffic Control	LS	1	14,400.00	14,400.00
TOTAL BID (Items 1-14)				\$ 522,100.00 ³	
Alternate Bid Item					
1A	Temporary Hydrant Removal and Connection of water main	LS	1	7,500.00	7,500.00
TOTAL ALTERNATE BID (Item 1A)				7,500.00	

Five hundred twenty two thousand, one hundred dollars and zero cents.

Written total base bid Transmission Main Bid Items 1-14

7. Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Exhibit F
Bid Cost of Meter Vault
(see attached)

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

6. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
 - B. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions
 - C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Contractor shall perform its own takeoff for the quantity of each item from the construction plans and indicate the quantity the bid is based on by crossing off the estimated quantity and writing their bid quantity in the forms below. Final payment for all Work will be a lump sum payment based on the total bid cost of each item.

Swan Road Meter Vault (per plans prepared by City Water)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	12-inch Water Main: DI - Slurry backfill	LF	65	411.00	26,715.00
2	12-inch Water Main: DI – Spoil backfill with Turf Restoration	LF	59	250.00	14,750.00
3	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	21	132.00	2,772.00
3A	16-inch Water Main: PVC – Granular backfill with Turf Restoration	LF	50	241.00	12,050.00
4	12-inch Water Main Valve: Supplied by MWW	EA	1	2,350.00	2,350.00
5	Connection to Existing 12” Water Main	EA	1	20,000.00	20,000.00
6	Meter Vault Station	LS	1	117,000.00	117,000.00
7	Pavement Saw Cutting	LF	50	11.00	550.00
8	HMA Pavement Type 5 LT 58 28 S	Ton	15	180.00	2,700.00
9	HMA Pavement Type 3 LT 58 28 S	Ton	10	240.00	2,400.00
10	Erosion Control	LS	1	650.00	650.00
11	Traffic Control	LS	1	5,700.00	5,700.00
12	Curb Removal and Replacement	LF	18	130.00	2,340.00
13	Temporary Hydrant: Include Installation and Removal, all Testing and Connection to Swan Ridge Development	LS	1	1.00	1.00
TOTAL BID (Items 1-13)				\$209,978.00	

Two hundred and nine thousand, nine hundred seventy eight dollars and zero cents
 Written total base bid Meter Vault Bid Items 1-13

Exhibit G
Advertisement Bid Tear, Affidavit of Publication, Bid Tabulation
PSC Estimate and Proposed Contract
(see attached)

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

NOTICE TO BIDDERS

OWNER: MK/S-EP, LLC
c/o Joe Bukovich, will receive Bids for the Swan Road Meter Vault and Transmission Main Project.

GENERAL WORK DESCRIPTION

The Work consists of making a connection to City of Milwaukee watermain, and constructing new 12" DI watermain, a meter vault, including all equipment, and 16" PVC watermain, road and ground restoration.

PROJECT MANUAL: Project manuals can be obtained at the office of Point Real Estate, 19000 W. Bluemound Road, Brookfield, WI 53045 by submitting an electronic request for bid documents to jb@pointre.com. Printed project manuals will not be made available.

BIDS: For this project, the Owner will ONLY be receiving and accepting paper bids mailed or delivered to the Point Real Estate office located at 19000 W. Bluemound Road, Brookfield, WI 53045. No pre-bid meeting will be required.

TIME: Paper bids will be accepted until 10:00 A.M., Tuesday, April 2, 2024.

COMPLETION DATE: Work will be substantially complete within 60 days of the Notice to Proceed. Final completion

will be within 120 days of the substantial completion. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the Contract Documents.

QUALIFICATION STATEMENT:

Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Pre-Qualification Statement shall be submitted to the office of the Point Real Estate, c/o Joe Bukovich, no less than five days prior to the opening of bids. Failure to submit a pre-qualification statement at least five days prior to bid opening will result in the rejection of the bid. Pre-Qualification Statement forms can be obtained on the City of Mequon's website and is included in the Project Manual. Review of qualification statements will be made by the Owner prior to award. Those firms whose qualifications are found to be unacceptable shall be disqualified from consideration of award.

BID SECURITY: A Bid Bond is not required for this project bid. The Bidder will execute and file the Contract and Insu-

rance Certificate as required by this contract within ten (10) calendar days after Notice of Award of the Contract by the Owner.

BID REJECTION: The Owner reserves the right to reject any and all Bids, waive any informalities or irregularities in Bidding or accept any Bid or Bids which, in the opinion of the Owner, shall serve the Owner's best interest.

BID WITHDRAWAL: No Bid may be withdrawn for a period of sixty (60) days after the time and date set for the opening thereof, without the consent of the Owner.

AWARD OF CONTRACT: It is anticipated that authorization to award to the selected qualified, responsive and responsible low bidder will be granted after the May 2024, City Water Utility Commission meeting. The selected contractor shall, within ten (10) calendar days after notification, provide to the Owner the required contract documents for signature.

Published by authority of the MK/S-EP, LLC, Owner.

Publish: March 12, 19
WNAXLPL

AFFIDAVIT OF PUBLICATION

State of Wisconsin Circuit Court Ozaukee County

PROOF OF PUBLICATION

Telephone Number: 262-424-5997

ACCT Number: 641479

Invoice # 108113004

Account Name: MK/S-EP LLC

Address: c/o Joe Bukovich
11900 W Bluemound Rd
Brookfield, WI 53045

Conley Media LLC
PO BOX 3001
Beaver Dam WI 53916
262-306-5000

IN THE MATTER OF: Swan Road Meter Bid Notice
AD Number: 108113004

AD Cost: 120.19

I, Alane Arneman, being sworn, state:

I am the billing coordinator of the News Graphic, a public newspaper of general circulation, printed and published in the English language in the City of Cedarburg, in Ozaukee County, Wisconsin, and fully complying with the laws of Wisconsin relating to the publication of legal notices.

The notice, of which a printed copy attached hereto, is a true copy taken from the newspaper as published on the following dates.

3/12/24;3/19/24

Signed: _____

Alane Arneman

Alane Arneman, Billing Coordinator

STATE OF WISCONSIN SS.
OZAUKEE COUNTY

Personally came before me, this date of March 19, 2024
the above named Alane Arneman to me known to be the person who executed
the foregoing instrument and acknowledged the same.

Signed: _____

Sarah Jerdee

Sarah Jerdee

Notary Public, Wisconsin

My Commission expires: 2/4/28



Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Swan Road Meter Vault and Transmission Main Bid Tabulation 4/3/24

Meter Vault Plan Set Dated: 12/8/23

City Representative: Tom Nennig

Engineer: City Water

Transmission Main Plan Set Dated: 2/8/24

Owner/Developer: MK/S-EP, LLC Attn: Mike Kaerek

Owner Representative: Point Real Estate, Attn: Joe Bukovich

Engineer: Pinnacle Engineering, Attn: Tony Zanon

Budget vs. Bid Cost Analysis	8/31/23 Proforma	10/18/23 PSC Estimate
Swan Road Meter Vault and Transmission Main Estimates	\$667,081.00	\$751,846.00
Bid Amount	\$732,278.00	\$732,278.00
Difference (+ is under budget, - is over budget)	-\$65,197.00	-\$19,568.00

Item	Description	Engineer's Estimated Quantity	DF Tomasini			Mid City Corporation				
			Contractor Quantity	Unit	Unit Price	Total Price	Contractor Quantity	Unit	Unit Price	Total Price
1	12-inch Water Main: DI - Slurry backfill	65	65.0	LF	\$411.00	\$26,715.00	65.0	LF	\$375.00	\$24,375.00
2	12-inch Water Main: DI - Spoil backfill with Turf Restoration	59	59.0	LF	\$250.00	\$14,750.00	59.0	LF	\$250.00	\$14,750.00
3	16-inch Water Main: PVC - Spoil backfill with Turf Restoration	21	21.0	LF	\$132.00	\$2,772.00	21.0	LF	\$300.00	\$6,300.00
3A	16-inch Water Main: PVC - Granular backfill with Turf Restoration	50	50.0	LF	\$241.00	\$12,050.00	50.0	LF	\$350.00	\$17,500.00
4	12-inch Water Main Valve: Supplied by MWV	1	1.0	EA	\$2,350.00	\$2,350.00	1.0	EA	\$2,000.00	\$2,000.00
5	Connection to Existing 12" Water Main	1	1.0	EA	\$20,000.00	\$20,000.00	1.0	EA	\$25,000.00	\$25,000.00
6	Meter Vault Station	1	1.0	LS	\$117,000.00	\$117,000.00	1.0	LS	\$340,000.00	\$340,000.00
7	Pavement Saw Cutting	50	50.0	LF	\$11.00	\$550.00	50.0	LF	\$10.00	\$500.00
8	HMA Pavement Type 5 LT 58 28 S	15	15.0	Ton	\$180.00	\$2,700.00	15.0	Ton	\$300.00	\$4,500.00
9	HMA Pavement Type 3 LT 58 28 S	10	10.0	Ton	\$240.00	\$2,400.00	10.0	Ton	\$300.00	\$3,000.00
10	Erosion Control	1	1.0	LS	\$650.00	\$650.00	1.0	LS	\$500.00	\$500.00
11	Traffic Control	1	1.0	LS	\$5,700.00	\$5,700.00	1.0	LS	\$15,000.00	\$15,000.00
12	Curb Removal and Replacement	18	18.0	LF	\$130.00	\$2,340.00	18.0	LF	\$125.00	\$2,250.00
13	Temporary Hydrant: include Installation and Removal, all Testing and Connection to Swan Ridge Development	1	1.0	LS	\$1.00	\$1.00	1.0	LS	\$2,500.00	\$2,500.00
14	Mid City Corporation Deductions									-\$16,500.00
SUBTOTAL METER VAULT ITEMS 1-14						\$209,978.00				\$441,675.00

Item	Description	Engineer's Estimated Quantity	DF Tomasini			Mid City Corporation					
			Contractor Quantity	Unit	Unit Price	Total Price	Contractor Quantity	Unit	Unit Price	Total Price	
1	Slit Log: Installation, Maintenance and Removal	1	1.0	LS	\$2,600.00	\$2,600.00	1.0	LS	\$2,500.00	\$2,500.00	
2	Slit Fence: Installation, Maintenance and Removal	1	1.0	LS	\$750.00	\$750.00	1.0	LS	\$1,000.00	\$1,000.00	
3	Cleaning and Grubbing	1	1.0	LS	\$7,500.00	\$7,500.00	1.0	LS	\$4,000.00	\$4,000.00	
4	Signs: Removal and Reinstallation	1	1.0	LS	\$750.00	\$750.00	1.0	LS	\$1,000.00	\$1,000.00	
5	16-inch Water Main: PVC - Spoil backfill with Turf Restoration	835	835.0	LF	\$158.00	\$131,930.00	835.0	LF	\$225.00	\$187,875.00	
6	16-inch Water Main: PVC - Spoil backfill	240	240.0	LF	\$127.00	\$30,480.00	240.0	LF	\$200.00	\$48,000.00	
7	16-inch Water Main Boring	40	40.0	LF	\$427.00	\$17,080.00	40.0	LF	\$600.00	\$24,000.00	
8	16-inch Water Main: PVC - Granular/Crushed Road Gravel Backfill	1,250	1,250.0	LF	\$178.00	\$222,500.00	1,250.0	LF	\$228.00	\$285,000.00	
9	8-inch Water Main: PVC - Granular/Crushed Road Gravel Backfill	10	10.0	LF	\$151.00	\$1,510.00	10.0	LF	\$200.00	\$2,000.00	
10	Hydrant Assembly: Including leads and valves	6	6.0	EA	\$8,600.00	\$51,600.00	6.0	EA	\$9,500.00	\$57,000.00	
11	16-inch Butterfly Valve	5	5.0	EA	\$6,100.00	\$30,500.00	5.0	EA	\$6,500.00	\$32,500.00	
12	8-inch Gate Valve	2	2.0	EA	\$2,750.00	\$5,500.00	2.0	EA	\$3,000.00	\$6,000.00	
13	Temporary Hydrant Assembly	1	1.0	EA	\$5,200.00	\$5,200.00	1.0	EA	\$2,500.00	\$2,500.00	
14	Traffic Control	1	1.0	LS	\$14,400.00	\$14,400.00	1.0	LS	\$15,000.00	\$15,000.00	
15	Mid City Corporation Deductions									-\$37,500.00	
SUBTOTAL TRANSMISSION MAIN ITEMS 1-15						\$522,300.00				\$630,875.00	
TOTAL UTILITY CONTRACTOR BID:						\$732,278.00					\$340,272.00

Item	Description	Contractor Quantity	Unit	Unit Price	Total Price
1A	SWAN ROAD FARMS TRANSMISSION MAIN ALTERNATE BID Temporary Hydrant Removal and Connection of water main	1.0	LS	\$7,500.00	\$7,500.00

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Swan Ridge Farm - Mequon

Preliminary Watermain Cost Estimate for PSC 10/18/23

Item	Description	Quantity	Unit	Unit Price	Total Price
Costs for MWW Connection and Meter Pit Construction (Public Contractor A)					
1	Meter pit and watermain connection costs per DFT estimate 9/28/23	1	LS	\$132,000.00	\$132,000.00
2	12" DI Watermain	124	LF	\$265.00	\$32,860.00
3	12" Butterfly Valve	1	EA	\$3,150.00	\$3,150.00
4	Connect to Existing Water Main	1	EA	\$17,000.00	\$17,000.00
5	16" C900 Water Main	71	LF	\$140.00	\$9,940.00
6	Temporary Hydrant	1	EA	\$5,050.00	\$5,050.00
7	Pavement Restoration	1	LS	\$7,600.00	\$7,600.00
8	Landscape Restoration	1	LS	\$5,100.00	\$5,100.00
9	Traffic Control	1	LS	\$1,500.00	\$1,500.00
10	Engineering/Inspection	1	LS	\$48,210.00	\$48,210.00
				SUBTOTAL	\$262,410.00

Phase 1 Transmission Line Construction (Public Contractor A)

1	16" C900 Watermain	2,494	LF	\$144.00	\$359,136.00
2	6" C900 Hydrant Lead	90	LF	\$143.00	\$12,870.00
3	Fire Hydrant	7	EA	\$5,050.00	\$35,350.00
4	6" Gate Valve and Box	7	EA	\$2,000.00	\$14,000.00
5	16" Butterfly Valve and Box	5	EA	\$5,800.00	\$29,000.00
6	Insulate Watermain Crossing	14	LF	\$220.00	\$3,080.00
7	Swan Road Restoration	1	LS	\$29,500.00	\$29,500.00
8	Clearing & Grubbing for Swan Rd. Watermain	1	LS	\$6,500.00	\$6,500.00
9	Engineering/Inspection	1	LS	\$26,971.80	\$26,971.80
				SUBTOTAL	\$489,436.00

Swan Ridge Farm - Mequon

Preliminary Watermain Cost Estimate for PSC 10/18/23

Item	Description	Quantity	Unit	Unit Price	Total Price
Swan Ridge Farm Phase 1 On-site Watermain Costs (Private Contractor B)					
1	8" C900 Watermain	1,696	LF	\$95.00	\$161,120.00
2	6" C900 Hydrant Lead	90	LF	\$143.00	\$12,870.00
3	1 1/4" Water Service (83 ea)	2,010	LF	\$69.00	\$138,690.00
4	Fire Hydrant	8	EA	\$5,050.00	\$40,400.00
5	6" Gate Valve and Box	7	EA	\$2,000.00	\$14,000.00
6	8" Gate Valve and Box	5	EA	\$2,700.00	\$13,500.00
7	Engineering/Inspection	1	LS	\$24,029.00	\$24,029.00
				SUBTOTAL	\$404,609.00

Phase 2 Transmission Line Construction (Public Contractor C)

1	16" C900 Watermain	2,197	LF	\$139.00	\$305,383.00
2	6" C900 Hydrant Lead	60	LF	\$141.00	\$8,460.00
3	Fire Hydrant	6	EA	\$5,050.00	\$30,300.00
4	6" Gate Valve and Box	6	EA	\$2,000.00	\$12,000.00
5	16" Butterfly Valve and Box	4	EA	\$5,800.00	\$23,200.00
6	Connect to Existing Watermain	1	LS	\$5,000.00	\$5,000.00
7	Insulate Watermain Crossing	12	LF	\$220.00	\$2,640.00
8	Engineering/Inspection	1	LS	\$21,349.15	\$21,349.15
				SUBTOTAL	\$408,332.15

Swan Ridge Farm Phase 2 On-site Watermain Costs (Private Contractor D)

1	8" C900 Watermain	2,016	LF	\$92.00	\$185,472.00
2	6" C900 Hydrant Lead	70	LF	\$141.00	\$9,870.00
3	1 1/4" Water Service (83 ea)	2,085	LF	\$69.00	\$143,865.00
4	Fire Hydrant	5	EA	\$5,050.00	\$25,250.00
5	6" Gate Valve and Box	5	EA	\$2,000.00	\$10,000.00
6	8" Gate Valve and Box	7	EA	\$2,700.00	\$18,900.00
7	Engineering/Inspection	1	LF	\$24,667.85	\$24,667.85
				SUBTOTAL	\$418,024.85

Project Manual

Swan Road Meter Vault and Transmission Main

MEQUON, Wisconsin

March 2024



Section 00 01 05

CERTIFICATIONS PAGE

City Water Designed Section of Bidding Documents

I hereby certify that this report, drawing, or specification was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Wisconsin.

Eric Fulsaa, P.E.

Date: _____, 2024

Reg. No. E-49323-6

Pinnacle Engineering Section of Bidding Documents

I hereby certify that this report, drawing, or specification was prepared by me or under my direct supervision and that I am a duly Licensed Engineer under the laws of the State of Wisconsin.

Anthony S. Zanon, P.E.

Date: _____, 2024

Reg. No. E-33708

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

SECTION 00 01 00

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Mequon, WI

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SECTION 00 11 13
NOTICE TO BIDDERS

OWNER: MK/S-EP, LLC c/o Joe Bukovich, will receive Bids for the Swan Road Meter Vault and Transmission Main Project.

GENERAL WORK DESCRIPTION

The Work consists of making a connection to City of Milwaukee watermain, and constructing new 12" DI watermain, a meter vault, including all equipment, and 16" PVC watermain, road and ground restoration.

PROJECT MANUAL: Project manuals can be obtained at the office of Point Real Estate, 19000 W. Bluemound Road, Brookfield, WI 53045 by submitting an electronic request for bid documents to jb@pointre.com. Printed project manuals will not be made available.

BIDS: For this project, the Owner will ONLY be receiving and accepting paper bids mailed or delivered to the Point Real Estate office located at 19000 W. Bluemound Road, Brookfield, WI 53045. No pre-bid meeting will be required.

TIME: Paper bids will be accepted until 10:00 A.M., Tuesday, April 2, 2024.

COMPLETION DATE: Work will be substantially complete within 60 days of the Notice to Proceed. Final completion will be within 120 days of the substantial completion. Failure to meet this deadline will result in the assessment of liquidated damages as specified by the Contract Documents.

QUALIFICATION STATEMENT: Bidders shall be required to submit a statement of financial ability, equipment, and experience in the work prescribed. This Pre-Qualification Statement shall be submitted to the office of the Point Real Estate, c/o Joe Bukovich, no less than five days prior to the opening of bids. Failure to submit a pre-qualification statement at least five days prior to bid opening will result in the rejection of the bid. Pre-Qualification Statement forms can be obtained on the City of Mequon's website and is included in the Project Manual. Review of qualification statements will be made by the Owner prior to award. Those firms whose qualifications are found to be unacceptable shall be disqualified from consideration of award.

BID SECURITY: A Bid Bond is not required for this project bid. The Bidder will execute and file the Contract and Insurance Certificate as required by this contract within ten (10) calendar days after Notice of Award of the Contract by the Owner.

BID REJECTION: The Owner reserves the right to reject any and all Bids, waive any informalities or irregularities in Bidding or accept any Bid or Bids which, in the opinion of the Owner, shall serve the Owner's best interest.

BID WITHDRAWAL: No Bid may be withdrawn for a period of sixty (60) days after the time and date set for the opening thereof, without the consent of the Owner.

AWARD OF CONTRACT: It is anticipated that authorization to award to the selected qualified, responsive and responsible low bidder will be granted after the May 2024, City Water Utility Commission meeting. The selected contractor shall, within ten (10) calendar days after notification, provide to the Owner the required contract documents for signature.

Published by authority of the MK/S-EP, LLC, Owner.

SECTION 00 21 15

INSTRUCTIONS TO BIDDERS

ARTICLE 1 -DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office – The office from where the Bidding procedures are to be administered.

B. Owner’s Authorized Representative:

Joe Bukovich
Point Real Estate
19000 W. Bluemound Road, Brookfield, WI 53045
(262) 424-5997
jb@pointre.com

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the office of Point Real Estate, 19000 W. Bluemound Road, Brookfield, WI or by email at jb@pointre.com.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner, Owner’s Authorized Representative and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – BIDDERS PRE-QUALIFICATION STATEMENT

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, 5 days prior to the bid opening, Bidder shall submit a completed Pre-Qualification Statement provided by the Owner.
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

- A. The geotechnical report for Swan Ridge Farms, Swan Road, Mequon WI, prepared by CGC, Inc. dated November 23, 2022 is available upon request.

4.02 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 Hazardous Environmental Condition

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.01 and 4.03.A will be made available by Owner' Authorized Representative to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

- 4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner's Authorized Representative will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- 4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface

structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data;"

- E. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - F. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Owner's Authorized Representative written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 There will be no pre-Bid conference.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner's Authorized Representative in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner's Authorized Representative as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner, Owner's Authorized Representative or Engineer.

ARTICLE 8 - BID SECURITY

This Article is intentionally left blank.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 Throughout the Bidding Documents specific manufacturers have been specified for some items as Base Bid materials or equipment. The Total Base Bid shall be prepared on the basis of the named Base Bid materials and equipment. The named Base Bid materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed Substitute Item. The "or equal" clause shall be utilized as part of the Substitute Item Bid. Space has been provided on the Bid Form for Bidders to list the Base Bid Materials and Equipment, and Substitute Item Bids. Manufacturers of un-named materials and equipment are encouraged to submit a quotation to Bidders as a Substitute Item if the proposed item is of equal quality, function, and performance to the named Base Bid manufacturers. The procedure for submittal of any such application by Bidder shall conform to requirements of Paragraph 6.05 of the General Conditions. Documentation shall be submitted immediately after the Bid Date. Bidder shall enter the Total Deduct from the Total Base Bid in the space provided on the Bid Form. The deduct shall include all costs to incorporate the Substitute Item into the Work, consistent with the General Conditions.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner's Authorized Representative a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Owner's Authorized Representative .

13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone and fax numbers for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 Bidders shall indicate the total add or deduct to the Total Base Bid for each Alternate provided on the Bid Form.

13.13 Bidders may list proposed Substitute Items on the spaces provided on the Bid Form. Bidders shall clearly indicate the name, Specification Section number, and the total deduct to the Total Base Bid for each Substitute Item proposed.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. Bidders may submit a Bid on proposed Substitute Items. The Deduct Price for each Substitute Item shall be the price deducted from the Total Base Bid, if accepted by the Owner. In the evaluation of Bids, Owner may select any combination of Substitute Items or may choose not to accept any Substitute Items.
- E. Bids will be compared on the basis of the "Adjusted Total Base Bid" and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates and Substitute Items accepted by the Owner will determine the "Adjusted Total Base Bid." The Owner may choose to not accept any Alternates or Substitute Item Bids.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by any other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Owner's office.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

- 16.02 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.03 Bids may be withdrawn after Bid Opening only in accordance with the law.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 If the Contract is awarded, award will be made on the basis of the lowest responsive, responsible, qualified Bidder determined by the Adjusted Total Base Bid.

19.02 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.03 More than 1 Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than 1 Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. As a condition of its Bid, Bidder is required to waive any and all claims of whatever nature against Owner, Engineer, and their employees and agents which arise out of or relate to such investigations and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. This waiver is not intended to restrict Bidder's rights to challenge a Contract pursuant to law.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21.01 - SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within 10 days thereafter, Owner shall deliver 1 fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF SECTION

SECTION 00 31 00
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Technical Data.

- B. Technical Data:
 - 1. Portions of reports and drawings used by the Engineer in the preparation of Bidding Documents are attached to this Section. The Technical Data is identified in the Supplementary Conditions. Bidders are responsible for their own interpretation, verification, and use of the Technical Data contained in these reports and drawings consistent with the General Conditions and Supplementary Conditions. Reports, drawings, and other information regarding the Project may be available for Bidder's review at Engineer's office. Schedule a viewing time with the Project Manager.

- C. List of Attachments to this Section: None.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

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SECTION 00 41 00

BID FORM

**PROJECT: Swan Road Meter Vault and Transmission Main
MEQUON, WISCONSIN**

**BID SUBMITTED TO: Owner: MK/S-EP, LLC
Contact: Joe Bukovich, P.E.
Title: Owner's Authorized Representative
Address: 19000 W. Bluemound Road
Brookfield, WI, 53045**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security, if any. The Bid will remain subject to acceptance for 90 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum Number</u>	<u>Addendum Date</u>
1 _____	Email 3/29/24 _____
_____ _____	_____ _____
_____ _____	_____ _____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at, or contiguous to, the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
4. Bidder further represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
 - B. The prices in this Bid have not or will not be knowingly disclosed to any other Bidder or competitor prior to opening of the Bids.
 - C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
5. Bidder understands that the law may require the Owner, Owner's Authorized Representative or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.

- 6. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
 - B. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions
 - C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Contractor shall perform its own takeoff for the quantity of each item from the construction plans and indicate the quantity the bid is based on by crossing off the estimated quantity and writing their bid quantity in the forms below. Final payment for all Work will be a lump sum payment based on the total bid cost of each item.

Swan Road Meter Vault (per plans prepared by City Water)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	12-inch Water Main: DI - Slurry backfill	LF	65	411.00	26,715.00
2	12-inch Water Main: DI – Spoil backfill with Turf Restoration	LF	59	250.00	14,750.00
3	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	21	132.00	2,772.00
3A	16-inch Water Main: PVC – Granular backfill with Turf Restoration	LF	50	241.00	12,050.00
4	12-inch Water Main Valve: Supplied by MWW	EA	1	2,350.00	2,350.00
5	Connection to Existing 12" Water Main	EA	1	20,000.00	20,000.00
6	Meter Vault Station	LS	1	117,000.00	117,000.00
7	Pavement Saw Cutting	LF	50	11.00	550.00
8	HMA Pavement Type 5 LT 58 28 S	Ton	15	180.00	2,700.00
9	HMA Pavement Type 3 LT 58 28 S	Ton	10	240.00	2,400.00
10	Erosion Control	LS	1	650.00	650.00
11	Traffic Control	LS	1	5,700.00	5,700.00
12	Curb Removal and Replacement	LF	18	130.00	2,340.00
13	Temporary Hydrant: Include Installation and Removal, all Testing and Connection to Swan Ridge Development	LS	1	1.00	1.00
TOTAL BID (Items 1-13)				\$ 209,978.00	

Two hundred and nine thousand, nine hundred seventy eight dollars and zero cents
 Written total base bid Meter Vault Bid Items 1-13

Attachment: Exhibit B: Swan Road Meter Vault & Transmission Main Contract Reimbursement Request Submittal 4-29-24 (9322 : Approval of

Swan Ridge Farms Transmission Main (per plans prepared by Pinnacle Engineering)					
Item No.	Item	Unit	Estimated Quantity	Unit Price	Total
1	Silt Log: Installation, Maintenance and Removal	LS	1	2,600.00	2,600.00
2	Silt Fence: Installation, Maintenance and Removal	LS	1	750.00	750.00
3	Clearing and Grubbing	LS	1	7,500.00	7,500.00
4	Signs: Removal and Reinstallation	LS	1	750.00	750.00
5	16-inch Water Main: PVC – Spoil backfill with Turf Restoration	LF	835	158.00	131,930.00
6	16-inch Water Main: PVC – Spoil backfill (Turf Restoration by Others)	LF	240	127.00	30,480.00
7	16-inch Water Main Boring	LF	40	427.00	17,080.00
8	16-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	1,250	178.00	222,500.00
9	8-inch Water Main: PVC – Granular/Crushed Road Gravel Backfill	LF	10	151.00	1,510.00
10	Hydrant Assembly: Including leads and valves	EA	6	8,600.00	51,600.00
11	16-inch Butterfly Valve	EA	5	6,100.00	30,500.00
12	8-inch Gate Valve	EA	2	2,750.00	5,500.00
13	Temporary Hydrant Assembly	EA	1	5,200.00	5,200.00
14	Traffic Control	LS	1	14,400.00	14,400.00
TOTAL BID (Items 1-14)				\$ 522,100.00 ³	
Alternate Bid Item					
1A	Temporary Hydrant Removal and Connection of water main	LS	1	7,500.00	7,500.00
TOTAL ALTERNATE BID (Item 1A)				7,500.00	

Five hundred twenty two thousand, one hundred dollars and zero cents.

Written total base bid Transmission Main Bid Items 1-14

7. Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
9. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security in the form of 5 percent.
10. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted on April 2, 2024

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (seal)
(individual signature)

Doing business as: _____

Business Street Address (No P.O. Box #'s)

Phone No. _____ Fax: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (seal)

By: _____
(signature of general partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

Phone No. _____ Fax: _____

E-mail address: _____

A Corporation

Corporation Name: D.F. Tomasini Contractors, Inc. (NO SEAL) (seal)

State of Incorporation: Wisconsin

Type (General Business, Professional, Service, Limited Liability) General Business

By: Michael W. Benish
(signature)

Name (typed or printed): Michael Benish

Title: President

Attest:  (Corporate Seal)

Business Street Address (No P.O. Box #'s)
N70W25176 Indian Grass Ln.
Sussex, WI 53089

Phone No. 262-820-8300 Fax: 262-820-8400

E-mail address: estimating@dftomasini.com

A Joint Venture

Joint Venture Name: _____ (seal)

By: _____
(signature of joint venture partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

Phone No. _____ Fax: _____

E-mail address: _____

Joint Venture Name: _____ (seal)

By: _____
(signature of joint venture partner)

Name (typed or printed): _____

Business Street Address (No P.O. Box #'s)

Phone No. _____ Fax: _____

E-mail address: _____

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION

SECTION 00 52 15

AGREEMENT FORM

THIS AGREEMENT is by and between the MK/S-EP, LLC (hereinafter called Owner) and [_____] (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 WORK

1.01 CONTRACTOR SHALL COMPLETE ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS. THE WORK IS GENERALLY DESCRIBED AS FOLLOWS: SWAN ROAD METER VAULT AND TRANSMISSION MAIN.

PART 2 THE PROJECT

2.01 THE PROJECT FOR WHICH THE WORK UNDER THE CONTRACT DOCUMENTS MAY BE THE WHOLE OR ONLY A PART IS GENERALLY DESCRIBED AS FOLLOWS:

- A. Construction of Meter Vault Station
- B. Construction of 16-inch and 12-inch diameter water supply main
- C. Asphaltic concrete surface pavement (5-inch thick)

PART 3 ENGINEER

3.01 THE SWAN RIDGE METER VAULT PROJECT HAS BEEN DESIGNED BY CITY WATER LLC (ENGINEER), WHO IS TO ACT AS OWNER'S REPRESENTATIVE, ASSUME ALL DUTIES AND RESPONSIBILITIES, AND WILL HAVE THE RIGHTS AND AUTHORITY ASSIGNED TO ENGINEER IN THE CONTRACT DOCUMENTS IN CONNECTION WITH THE COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THIS PORTION OF THE PROJECT.

3.02 THE SWAN RIDGE FARMS TRANSMISSION MAIN PROJECT HAS BEEN DESIGNED BY PINNACLE ENGINEERING GROUP, LLC (ENGINEER), WHO IS TO ACT AS OWNER'S REPRESENTATIVE, ASSUME ALL DUTIES AND RESPONSIBILITIES, AND WILL HAVE THE RIGHTS AND AUTHORITY ASSIGNED TO ENGINEER IN THE CONTRACT DOCUMENTS IN CONNECTION WITH THE COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THIS PORTION OF THE PROJECT.

PART 4 CONTRACT TIMES

4.01 *TIME OF THE ESSENCE*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract.
- B. It is anticipated that this contract will begin no earlier than June 1, 2024.

4.02 *DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT*

- A. The Work for all phases of the project will be Substantially Completed on or before August 1, 2024. Substantial completion is defined as all water main installed, passed testing and connected to existing system, meters, vault, check valve and manhole installed and operational.

- B. Any remaining Work will be completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before September 30, 2024.

4.03 *LIQUIDATED DAMAGES*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner \$800 for each day that expires after the time specified in Paragraph 4.02 for Milestones and Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

PART 5 CONTRACT PRICE

- 5.01 OWNER SHALL PAY CONTRACTOR FOR COMPLETION OF THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AN AMOUNT IN CURRENT FUNDS AS FOLLOWS: FOR ALL WORK AT THE LUMP SUM PRICES STATED IN CONTRACTOR'S BID, ATTACHED HERETO AS AN EXHIBIT.

PART 6 PAYMENT PROCEDURES

6.01 *SUBMITTAL AND PROCESSING OF PAYMENTS*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner's Authorized Representative as provided in the General Conditions.

6.02 *PROGRESS PAYMENTS; RETAINAGE*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during performance of the Work as provided in Paragraphs 6.02.A1 and 6.02.A2 below. All such payments shall be in accordance by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Bid Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions: 95 percent of Work completed (with the balance being retainage).
 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B5 of the General Conditions and less 110 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 FINAL PAYMENT

- A. Upon Final Completion and acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

PART 7 INTEREST

- 7.01 ALL MONEYS NOT PAID WHEN DUE, AS PROVIDED IN ARTICLE 14 OF THE GENERAL CONDITIONS, SHALL BEAR INTEREST AT THE MAXIMUM RATE ALLOWED BY LAW AT THE PLACE OF THE PROJECT.

PART 8 CONTRACTOR'S REPRESENTATIONS

- 8.01 IN ORDER TO INDUCE OWNER TO ENTER INTO THIS AGREEMENT, CONTRACTOR MAKES THE FOLLOWING REPRESENTATIONS:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Owner's Authorized Representative and Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 9 CONTRACT DOCUMENTS

9.01 CONTENTS

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. ~~Performance Bond, Payment Bond, and other Bonds.~~ No bonds are required.
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications.
 - 6. Drawings bearing the following general title: Swan Ridge Meter Vault.
 - 7. Drawings bearing the following general title: Swan Ridge Farm Transmission Main.
 - 8. Addendum (Numbers [____ to ____], inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are fully made part of this Agreement as if herein set out verbatim, or, if not attached, as if hereto attached.
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

PART 10 MISCELLANEOUS

10.01 TERMS

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 ASSIGNMENT OF CONTRACT

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *SUCCESSORS AND ASSIGNS*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *SEVERABILITY*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

(SIGNATURES ARE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

Owner: MK/S-EP, LLC

Contractor:

By: Michael J. Kaerek, Member

By:

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(Where Applicable)

Designated Representative:
Name: Joe Bukovich (Point Real Estate)
Title: Owner's Authorized Representative
Address: 19000 W. Bluemound Road
Brookfield, WI 53045
Phone: (262) 424-5997
E-mail: jb@pointre.com

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
E-mail: _____