



11333 N. Cedarburg Road
Mequon, WI 53092
Phone: 262-236-8145
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www.cityofmequonwi.gov

Public Works Department

PUBLIC WORKS COMMITTEE

Tuesday, April 8, 2025

6:00 PM

South Conference Room

Amended Agenda

1) Call to Order, Roll Call

2) Approval of Minutes

a. March 11, 2025 Minutes

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4203** A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract

b. **RESOLUTION 4202** A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions, Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000

c. **RESOLUTION 4201** A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan, Jackson, Wisconsin, in the Amount of \$1,890,000

d. **RESOLUTION 4204** A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Waukegan, Wisconsin in an Amount Not-to-Exceed \$130,000

e. **RESOLUTION 4206** A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West County Line Road

f. **RESOLUTION 4205** A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.

- g. **RESOLUTION 4207** A Resolution Approving Award of the FEMA Floodplain Letter of Map Change Contract to M Squared Engineering, LLC, Cedarburg, Wisconsin, in the Amount of \$75,300

4) Discussion Items

Discussion and Possible Action

- a. Annual Road Program Discussion for Improvements at Lake Shore Drive from Zedler Lane to Mequon Road and Mequon Road East of I-43
- b. Discussion Item - Highlight on Highways
- c. Public Works Work Plan (4.8.25)

5) Adjourn

Dated: April 8, 2025

/s/ Jeffrey Hansher, 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 Department at 262-236-2913, Monday through Friday, 7:00 AM – 3:30 PM.



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Public Works Department

PUBLIC WORKS COMMITTEE
Tuesday, March 11, 2025
5:30 PM
South Conference Room

Minutes

1) Call to Order, Roll Call

Meeting called to order at 5:30 P.M.

Present:

Chair Jeffrey Hansher
 Alderman Kelly Tolocko
 Alderman Peter Bratt

Also present: Director of Public Works/City Engineer Lundeen (5:30 p.m.-5:45 p.m.), Assistant City Engineer McCraw, Buildings Superintendent Bodoh, and Administrative Assistant Schlereth.

2) Approval of Minutes

a. Public Works Committee meeting minutes of February 11, 2025

RESULT: **Approved by Voice Acclamation [Unanimous]**

MOVED BY: Alderman Tolocko

SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

3) Resolutions

Action requested: review and recommend approval

a. **RESOLUTION 4187** A Resolution Approving Amendments to the City of Mequon Fee Schedule for Fiscal Year 2025, Related to Athletic Field Fees, Lemke Park Concession Fees and Pool Fees

Discussion ensued on fees being comparable to what surrounding communities charge.

Clarification was made that fees are currently not set for profit but to cover cost.

Alderman Tolocko recommended that Park fees be revisited at the end of the season for possible revenue for the City.

Attachment: 3.11.25 (10227 : March 11, 2025 Minutes)

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

- b. **RESOLUTION 4189** A Resolution Authorizing a Contract for Preemption Upgrades to the Highway-Grade Crossing on Mequon Road Required to Activate the Traffic Signals at the Intersection of Mequon Road and Weston Drive to CDL Electric Company, LLC of Pittsburg, Kansas, in the Amount of \$74,789.

If approved, the City can contract directly with CDL and consequently finish the work needed for the traffic lights and crossing lights to be properly sequenced, allowing enough time for traffic to clear from the intersection before a train enters the crossing.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

- c. **RESOLUTION 4191** A Resolution Authorizing Supplemental Inspection Services in Excess of \$25,000 During the 2025 Construction Season with the Following Engineering Firms: GRAEF-USA, Kapur & Associates, M-Squared, The Sigma Group, raSmith and Ruekert-Mielke, Inc.

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

- d. **RESOLUTION 4188** A Resolution Adopting the 2025 Mequon-Thiensville Bike & Pedestrian Way Plan

RESULT: Approved by Voice Acclamation [Unanimous]
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

Attachment: 3.11.25 (10227 : March 11, 2025 Minutes)

- e. **RESOLUTION 4190** A Resolution Awarding a Contract for 2025 HVAC Preventative Maintenance & Emergency Response Services to J.F. Ahern Company, Milwaukee, Wisconsin, for a Total Estimated Cost of \$31,689

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Tolocko
SECONDED BY: Alderman Bratt

AYES: Hansher, Tolocko, Bratt

4) Discussion Items

Discussion and Possible Action

- a. Public Works Work Plan (3.11.25)

5) Adjourn

- a. Motion to Adjourn at 5:51 P.M.

RESULT: **Approved by Voice Acclamation [Unanimous]**
MOVED BY: Alderman Bratt
SECONDED BY: Alderman Tolocko

AYES: Hansher, Tolocko, Bratt

Respectfully Submitted,

Ren Schlereth
 Administrative Assistant

Attachment: 3.11.25 (10227 : March 11, 2025 Minutes)



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 Office of Engineering

www.cityofmequonwi.gov

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4203 A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract

Background

Each year, the Engineering Division rates the surface condition of roads across the community, generally in late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with several projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also typically includes additive items which can be awarded in any combination, if pricing is favorable and if spring conditions warrant. In recent years, a need for large patch repairs has developed. The 2025 Patch Repair contract has been issued, in addition to the 2025 Road Improvements contract to allow additional bidders for a contract that does not include large road project areas.

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Road Improvements contract, a part of the Annual Road and Parking Lot Program. Recommended projects for the 2025 Patch Repairs included the following:

TOTAL BASE BID (Engineering estimate totaling \$78,000)

11749 Wauwatosa Road	18'x175'
12116 Wauwatosa Road	17'x100'
3629 Normandy Court	18'x110'
3518 Le Mont Boulevard	12'x75'
3905 Haven Avenue	10'x22'
Haven and Crestline	22'x80'
2323 Plum Tree Court	19'x240'
2405 Lagoon Court	18'x240'
1996 Hidden Reserve Court	12'x45'
Hidden Reserve Court - CDS	12'x100'
Jonquil Court	12'x30'
Jacqueline Court	12'x30'

ADDITIVE ITEMS

Weston Drive	30'x60'
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Please see the attached location map for patches included in the 2025 Patch Repair contract bid. The patches on Wauwatosa Road will be paved with 5MT asphalt which is a stronger mix used in higher traffic areas. The remainder will be paved with 5LT asphalt designed for lower traffic volumes, typical of residential areas.

Analysis

The City received two bids for the 2025 Patch Repairs contract with a low base bid of \$131,750 from Wolf Paving, of Hartland, Wisconsin.

The low base bid is approximately 68% more than the original base bid estimate. Staff recommends rejecting all bids for this contract as the prices from the Road Improvements additive items, which include these same patches, are approximately \$25,000 less.

	Payne & Dolan	Wolf Paving
Base Bid	\$ 133,212.50	\$ 131,750.00
Additive Bid Items	\$ 17,208.00	\$ 16,800.00
Total	\$ 150,420.50	\$ 148,550.00

Staff recommends that the Public Works Committee and the Common Council approve the resolution to reject both bids for Patch Repairs.

Fiscal Impact

On December 10, 2024, the Common Council approved a \$5.25 million general obligation promissory note for a 3-year borrowing for the Annual Road and Parking Lot Program between 2025 and 2027. This is the first year of the aforementioned three-year program funded by long term bonding. The current balance of the Right-of-Way Assets capital account is approximately \$5,250,000.

If awarded, the work in this contract would cost approximately \$25,000 more than if the same work is awarded as part of the 2025 Road Improvements Contract. Accordingly, staff recommends the rejection of the two bids received for the Patch Repairs contract, and to award such work as part of the proposed Road Improvements Contract, which is also on the Common Council’s April 8 meeting agenda for consideration.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

- Attachments:
 3098A-25 Patch Repairs Area Map (PDF)
 3098A-25 2025 Bid Opening Patch Repairs (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4203

A Resolution Rejecting Bids Received for the City's 2025 Road Patching Contract

RECITALS

- A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Patch Repairs contract.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. Since all bids are substantially higher than the Engineering estimate and more than if included in the City's 2025 Road Improvements contract, staff recommends that the Public Works Committee rejects all bids.
- D. The Committee on Public Works at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. All bids for the City of Mequon's 2025 Patch Repairs are rejected.
2. The Patch Repairs will be awarded with the 2025 Road Improvements Contract.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

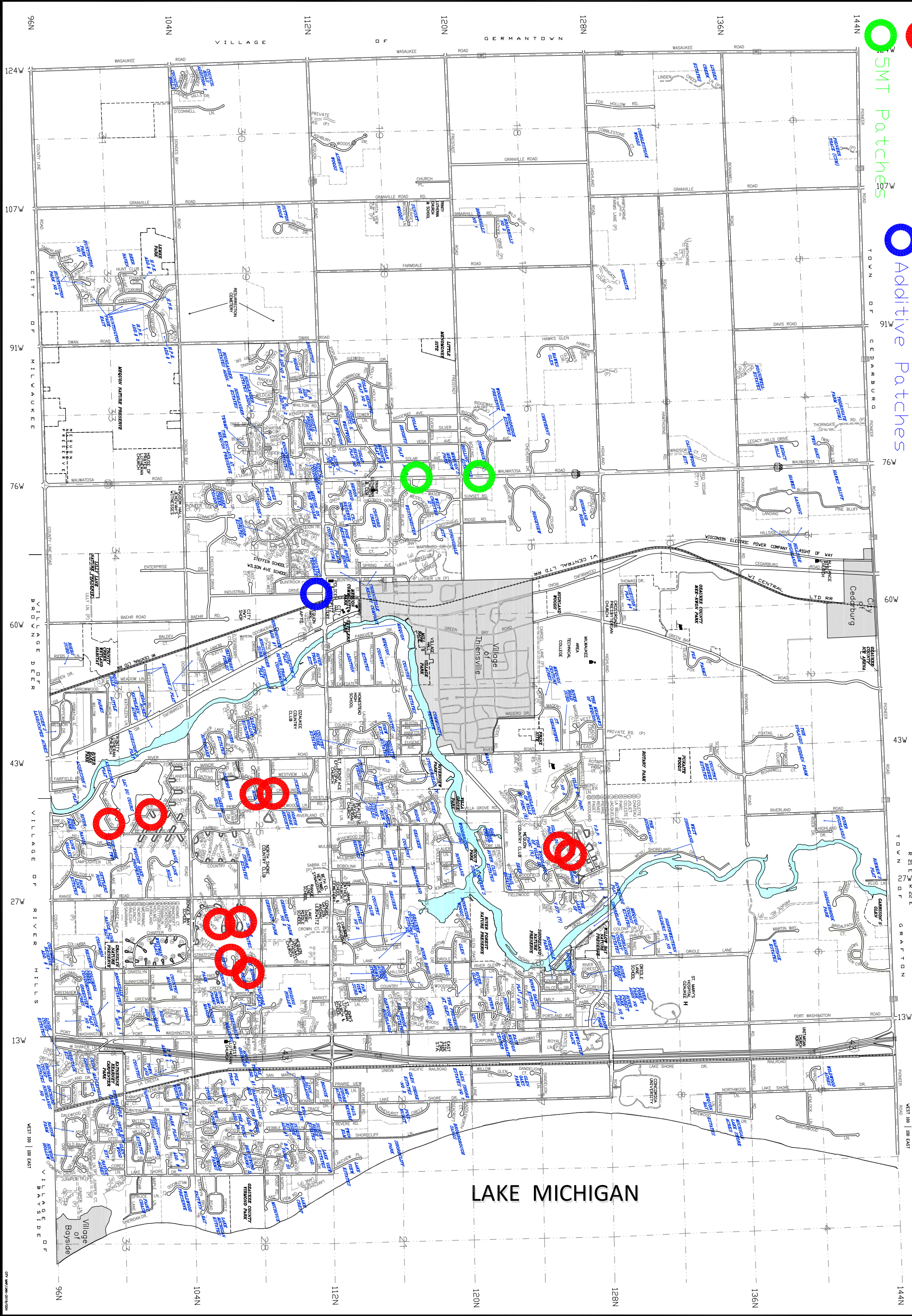
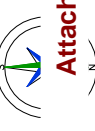
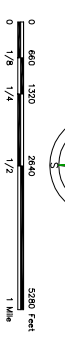
Caroline Fochs, City Clerk

Attachment: 3098A-25 Patch Repairs Area Map (RESOLUTION 4203 : 2025 Patch Repairs Contract Bid Rejection)

3098A-25 Patch Repairs

SLT Patches
SMT Patches

Additive Patches



LAKE MICHIGAN



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 PATCH REPAIRS FILE #3098A-25

BID OPENING: 3/26/2025 3:00 PM
DATE TIME

BIDDER	TOTAL BASE BID
Payne & Dolan	\$133,212.50
Wolf Paving	\$131,750.00

Attachment: 3098A-25 2025 Bid Opening Patch Repairs (RESOLUTION 4203 : 2025 Patch Repairs



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Office of Engineering

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2024
SUBJECT: RESOLUTION 4202 A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions, Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000

Background

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Annual Road Program. For the Crack Seal contract base bid, staff advertised 41.1 miles of Crack Sealing at an estimated cost of \$289,600. Please see the attached location map and street list for roads included in the bid.

The City addresses the early stages of road aging by sealing cracks. This is used when necessary to reduce or eliminate the penetration of water into a road's base. If the base becomes saturated during a rain event, traffic using the road will cause the road and base to pump up and down, allowing for finer base material to come up through the crack and wash away. This leaves voids under the road, which can then lead to potholes.

Crack sealing is the most cost-effective maintenance used in the early stages of a road's life.

Analysis

A bid opening was conducted on February 26, 2025, and staff received five bids. The low base bid was \$168,596. The low bid is approximately 42% less than the original estimate. Staff also included a list of Additive Items which included approximately 29.5 miles of road that could be considered based on bid prices.

Staff recommends awarding the 41.1 miles of base bid streets along with the 29.5 miles of additive bid streets to American Pavement Solutions of Green Bay.

The increased mileage in need of crack sealing is attributable to the frequent freeze-thaw cycles the area has experienced over the past winter cycle, natural aging of roads, and the normal use of City roadways by motorists. Reflected by this increase in miles is the cost to crack seal these areas.

It is anticipated that the apparent low bidder (American Pavement Solutions) will not execute the contracts as they have indicated there are errors in their bid list. As such, they have sent a withdrawal letter to the City. If the contract is not executed by the apparent low bidder, staff recommends that the award be given to the next lowest bidder, including additive bid items. This would result in award of the contract to Fahner Asphalt Sealers in the amount of \$328,771 with a

5% contingent amount totaling an amount not to exceed \$345,000.

When the bid bond from American Pavement Solutions is withheld by the City, it is proposed that the remaining \$8,429.82, which is 5% of the base bid amount, be placed in the maintenance capital account 10003 to be utilized in the future. A memorandum from the City Attorney that addresses discrepancies discovered during the bidding processes for both this contract as well as the City’s 2025 Road Improvements contract, which is also pending award on April 8, 2025, is attached.

	Denler	Precision Sealcoating	Fahrner	Thunder Road	American Pavement Solutions
Base Bid	\$236,449.89	\$346,000.00	\$259,454.00	\$252,411.00	\$168,596.40
Additive Bid	\$150,096.29	\$204,000.00	\$69,317.00	\$122,569.00	\$77,235.20
Total	\$386,546.18	\$550,000.00	\$328,771.00	\$374,980.00	\$245,831.60

As with most contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$258,000, which includes a contingency of approximately 5% for additionally authorized efforts. The contingency is intended for additional work that may be needed following this year’s spring thaw.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 1, 2025. The bid opening sheet is attached.

Fiscal Impact

There is adequate funding available in the Annual Road Maintenance account to award this project.

At the February 11 Public Works Committee meeting, staff noted that the maintenance amount of \$350,000 be exceeded and funds be utilized from the Right-of-Way Asset Management account. Based on the list of roads recommended for Crack Seal and GSB-88 maintenance, the estimated amount to be utilized from the Right-of-Way Asset Management account is \$125,000. Staff’s formal request will occur with the resolution for GSB-88 award.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

- 3686-25 2025 Crack Seal Street List (PDF)
- 3686-25 2025 Bid Opening Sheet CS (PDF)
- 3686-25 2025 Creak Sealing Area Map (PDF)
- Memo re Bid Process - 2025 Road Project vs Crack Sealing (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4202

A Resolution Awarding the 2025 Crack Sealing Contract to American Pavement Solutions,
Green Bay, Wisconsin in an Amount Not-to-Exceed \$258,000

RECITALS

- A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Crack Sealing contract.
- B. Staff has reviewed the various bids and contractor qualifications for the contracts.
- C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.
- D. Adequate funds for this contract are available from the Capital Project - 0410, Annual Road Maintenance (10003) account.
- E. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$258,000.
- F. The Committee on Public Works at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2025 Crack Sealing Contract with American Pavement Solutions, Green Bay Wisconsin is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.
 2. In the event that American Pavement Solutions refuses to execute and file the contract, American Pavement Solutions' bid bond shall be forfeited as liquidated damages and the contract shall be awarded to Fahrner Asphalt Sealers of Waunakee, Wisconsin as the second lowest qualified bidder.
 3. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.
-

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
MAIN ROADS (West of the Milwaukee River)							
1	Granville Road	Mequon Road	Donges Bay Road	0.99	30	M	
2	Granville Road	Donges Bay Road	County Line Road	0.99	30	L	
3	County Line Road	Granville Road	0.5 Miles West	0.50	28	L	
4	Riverland Road	Pioneer Road	River Drive	0.50	22	M	
5	Highland Road	Cedarburg Road	Green Bay Road	0.35		VVL – 1 Joint at Green Bay Rd	
6	Highland Road	Green Bay Road	Port Washington Road	2.91	30	VL	
7	Donges Bay Road	Swan Road	0.75 Miles West	0.75	22	L	
8	Freistadt Road	River Road	Villa Grove Road	0.50	32	L	
9	Freistadt Road	Granville Road	Church Place	0.13	22	VL	
MAIN ROADS (East of Milwaukee River)							
10	Lake Shore Road	Mequon Road	Glen Oaks Lane	0.91	28	M	
11	River Road	Scenic Avenue	Tarrytown Lane	0.58	30	M	
12	River Road	Donges Bay Road	County Line Road	1.15	22	L	
13	River Court	River Road	Cul-de-sac	0.10	22	M	
14	River Road	Country View Drive	Stonefield Road	0.15	26	M	
15	Oriole Lane	Mequon Road	Hidden Reserve Court	0.56	22	L	
16	Range Line Road	Range Line Court	County Line Road	0.68	26	M	
17	Donges Bay Road	0.06 Miles W of River Rd	Range Line Road	1.05	28	L	
18	Donges Bay Road	Lake Shore Drive	Union Pacific Railroad	0.70	28	L	
SUBDIVISION ROADS (West of Milwaukee River)							
19	Twin Oaks Lane	Wauwatosa Road	Cul-de-sac	0.24	20	M	
20	Yvonne Drive	Fleur de Lis Drive	Fieldwood Road	0.18	24	L	
21	Woodland Drive	Yvonne Drive	Woodland Court	0.05	24	VL	
22	Fieldwood Road	Highland Road	Ville du Parc Drive	0.35	32	M	
23	Ville du Parc Drive	Fieldwood Road	Woodberry Drive	0.09	21	L	
24	Fleur de Lis Drive	Celeste Court	Joliet Court	0.06	24	L	
25	Woodfield Court	Woodfield Drive	Cul-de-sac	0.13	22	VL	
26	Woodfield Drive	Fieldwood Road	Cul-de-sac	0.18	22	VL	
27	St Anne Court	Sherbrooke Drive	Cul-de-sac	0.13	22	VL	
28	Montpellier Lane	Marseilles Drive	End	0.04	22	VL	
29	Ridgeway Avenue	Freistadt Road	Silver Ave	0.39	21	L	
30	Evergreen Road	Ridgeway Avenue	Wauwatosa Road	0.45	21	VL	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
31	Vega Avenue	Freistadt Road	Mequon Road	0.95	21	VL	
32	Sunnyvale Road	Wauwatosa Road	Holly Road	0.29	21	VL	
33	Solar Avenue	Freistadt Road	Mequon Road	1.00	21	VL	
34	Willowbrook Drive	Wauwatosa Road	Vega Avenue	0.30	21	VL	
35	Eastfield Circle	Vega Avenue	Cul-de-sac	0.06	22	VL	
36	Westwood Circle	Poplar Drive	Cul-de-sac	0.08	22	VL	
37	Bridgewater Drive	Lafayette Place	Lantern Lane	0.34	24	VL	
38	Lantern Lane	Freistadt Road	Settlement Drive	0.23	24	VL	
39	Westchester Court	Lantern lane	Cul-de-sac	0.13	24	VL	
40	Heron Pond	Wauwatosa Road	Cul-de-sac	0.24	22	L	
41	Concord Creek Drive	Mequon Road	Creekside Court	0.20	22	L	
42	Buntrock Avenue	Mequon Road	Village of Thiensville	0.64	22	VL	
43	Spring Street	Buntrock Avenue	Village of Thiensville	0.05	20	L	
44	West Street	Buntrock Avenue	Village of Thiensville	0.03	20	L	
45	Bennington Court	Brighton Place	Daventry Road	0.33	22	M	
46	Daventry Road	Swan Road	Whilton Road	0.52	22	M	
47	Whilton Road	Daventry Road	Mequon Road	0.23	22	M	
48	Brighton Place	Daventry Road	Mequon Road	0.23	22	M	
49	Knightsbridge Drive	Elizabeth Court	Wauwatosa Road	0.70	22	L	
50	Knightsbridge Court	Kensington Drive	Cul-de-sac	0.05	22	L	
51	Kensington Court	Knightsbridge Drive	Knightsbridge Drive	0.02	22	L	
52	Winston Court	Knightsbridge Drive	Knightsbridge Drive	0.03	22	L	
53	Lincolnshire Drive	Mequon Road	Knightsbridge Drive	0.13	22	L	
54	Cambridge Court	Mequon Trail	Cul-de-sac	0.08	22	L	
55	Mequon Trail	Steffen Drive	Cul-de-sac	0.47	22	L	
56	Oxford Court	Mequon Trail	Cul-de-sac	0.07	22	L	
57	Steffen Drive	Mequon Trail	Redwood Tree Court	0.11	22	L	
58	Buntrock Ave	Mequon Road	W Industrial Drive	0.37	24	M	
59	W Industrial Drive	Industrial Drive	Buntrock Ave	0.10	24	M	
60	Industrial Drive	Mequon Road	Executive Drive	0.83	32	L	
61	Eastwood Court	Industrial Drive	Cul-de-sac	0.09	36	L	
62	Executive Drive	Baehr Road	Commerce Street	0.80	36	L	
63	Executive Court	Executive Drive	Cul-de-sac	0.11	36	M	
64	Commerce Street	Donges Bay Road	Cul-de-sac	0.38	36	M	
65	Enterprise Drive	Executive Drive	Donges Bay Road	0.17	48	VL	

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
66	Enterprise Drive	Donges Bay Road	Cul-de-sac	0.20	26	VL	
67	Baehr Road	Donges Bay Road	Cul-de-sac	0.31	36	VL	
68	Bayberry Parkway	Cedarburg Road	Elderberry Lane	0.22	22	H	
69	Burning Bush Lane	Elderberry Court	Donges Bay Road	0.43	22	L	
70	Elderberry Lane	Bayberry Parkway	Elderberry Court	0.19	22	L	
71	Elderberry Court	Elderberry Lane	Elderberry Lane	0.06	22	L	
72	Tamerlane Drive	County Line Road	Huntington Drive	0.18	22	L	
73	Riebs Lane	County Line Road	Cul-de-sac	0.25	22	L	
74	Elmdale Court	Arrowwood Road	Cul-de-sac	0.06	22	M	
SUBDIVISION ROADS (East of Milwaukee River)							
75	River Forest Drive	River Forest Circle	Port Washington Road	0.39	22	M	
76	River Forest Circle	River Forest Drive	Cul-de-sac	0.24	22	M	
77	Park Drive	River Forest Drive	Dorothy Place	0.02	22	L	
78	Dorothy Place	River Forest Drive	Emily Lane	0.28	20	L	
79	Island Drive	East Shoreland Drive	Circle Drive	0.20	17	H	
80	Pilot Drive	Eleanor Place	Shoreland Drive	0.03	22	VL	
81	Corporate Parkway	Liebau Road	Glen Oaks Lane	0.59	32	H	
82	Glen Oaks Lane	Corporate Parkway	East to End	0.08	24	L	
83	Annette Avenue	Grace Avenue	Laverna Avenue	0.15	20	L	
84	Laverna Avenue	River Road	Eugene Avenue	0.05	20	VL	
85	Canterbury Drive	Grace Court	Canterbury Court	0.28	22	M	
86	Stonefield Road	Stonefield Court	Justin Drive	0.25	24	L	
87	Rudella Road	Stonefield Road	Justin Drive	0.26	24	L	
88	Justin Drive	Stonefield Road	Mulberry Drive	0.28	24	L	
89	Ranch Road	Mulberry Drive	Bobolink Lane	0.13	21	M	
90	Rosewood Drive	Hickory Road	Mulberry Drive	0.24	21	M	
91	Chestnut Road	Mulberry Drive	St James Lane	0.21	21	M	
92	Bobolink Lane	Chestnut Road	Ranch Road	0.26	21	L	
93	Bobolink Lane	Mequon Road	St James Lane	0.08	21	L	
94	Ranch Road	Oriole Lane	Hillside Lane	0.09	21	L	
95	Eastbrook Drive	Port Washington Road	Aster Woods Circle	0.07	48	L	
96	Valley Drive	Mequon Road	Fairview Drive	0.11	21	L	
97	Lakeview Place	Mequon Road	Cul-de-sac	0.20	21	L	
98	Gazebo Hill Parkway W	Mariana Court	Crestline Road	0.14	22	L	
99	Gazebo Hill Parkway E	Crestline Road	Donges Bay Road	0.19	22	L	

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
100	Torrey Drive	Turnberry Drive	Pavements Joint	0.04	22	L	
101	Fairway Lane	Country Club	Cul-de-sac	0.52	24	M	
102	Country Club Drive	Fairway Lane	Gateway Court	0.29	24	L	
103	Fairway Circle	Fairway Lane	Fairway Lane	0.09	24	M	
104	Clubview Court	Fairway Lane	Fairway Lane	0.11	24	M	
105	Meadowview Court	Fairway Lane	Fairway Lane	0.08	24	H	
106	Woodsview Court	Fairway Lane	Fairway Lane	0.09	24	H	
107	Riverview Court	Fairway Lane	Fairway Lane	0.09	24	M	
108	Greenside Court	Country Club Drive	Country Club Drive	0.06	24	M	
109	Ridgeline Court	Country Club Drive	Country Club Drive	0.08	24	M	
110	Valleyview Court	Country Club Drive	Country Club Drive	0.08	24	M	
111	Gateway Court	Country Club Drive	Country Club Drive	0.06	24	M	
112	Country Club Drive	Donges Bay Road	Hollyhock Court	0.47	24	L	
113	Lagoon Court	Country Club Drive	Around Loop	0.22	24	M	
114	Plum Tree Court	Country Club Drive	Around Loop	0.25	24	M	
115	Marigold Court	Country Club Drive	Around Loop	0.10	24	L	
116	Hyacinth Court	Country Club Drive	Around Loop	0.07	24	L	
117	Sunflower Court	Country Club Drive	Around Loop	0.07	24	VL	
118	Larkspur Court	Country Club Drive	Around Loop	0.06	24	L	
119	Bittersweet Court	Country Club Drive	Around Loop	0.08	24	L	
120	Stratford Place	Donges Bay Road	Cul-de-sac	0.25	22	L	
121	Sunnydale Lane	Oriole Lane	Private Road	0.16	22	L	
122	Hidden Reserve Circle	Oriole Lane	Around Loop	0.34	22	M	
123	Hidden Reserve Court	Hidden Reserve Circle	Cul-de-sac	0.16	22	M	
124	Winding Hollow Lane	Port Washington Road	Cul-de-sac	0.31	22	L	
125	Eastwyn Bay Drive	Lake Shore Drive	Cul-de-sac	0.31	22	M	
126	Brookdale Drive	Zedler Lane	End	0.27	22	M	
127	Savannah Court	Charter Mall	Cul-de-sac	0.06	22	M	
128	Raleigh Court	Charter Mall	Cul-de-sac	0.09	22	M	
129	Quincy Court	Charter Mall	Cul-de-sac	0.09	22	M	
130	Norfolk Court	Charter Mall	Cul-de-sac	0.07	22	M	
131	Merrimac Court	Charter Mall	Cul-de-sac	0.06	22	M	
132	Holmes Court	Charter Mall	Cul-de-sac	0.10	22	M	
133	Gettysburg Court	Charter Mall	Cul-de-sac	0.13	22	M	
134	Franklin Court	Charter Mall	Cul-de-sac	0.12	22	M	

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

2025 CRACK SEALING – Street List

ITEM NO.	STREET	LOCATION		L(mi.)	W (ft.)	Crack Volume VL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
135	Cumberland Court	Charter Mall	Cul-de-sac	0.06	22	M	
136	Dickinson Court	Charter Mall	Cul-de-sac	0.06	22	M	
137	Adams Court	Charter Mall	Cul-de-sac	0.06	22	M	
138	Bancroft Court	Charter Mall	Cul-de-sac	0.03	22	M	
139	Charter Mall	Charter Mall	Mequon Road	0.04	22	M	
140	Grasslyn Road	Donges Bay Road	Zedler Lane	0.50	22	VL	
141	Zedler Lane	Grasslyn Road	Greenview Drive	0.23	22	VL	
142	Clover Lane	Grasslyn Road	Brookdale Drive	0.37	22	VL	
143	Columbia Drive	Columbia Court	Fiesta Lane	0.26	22	VL	
144	El Rancho Drive	Cul-de-sac	0.06 Miles East	0.06	23	M	
145	La Cresta Drive	Donges Bay Road	Ranchito Lane	0.12	22	M	
146	La Cresta Drive	Zedler Lane	El Patio Lane	0.26	22	M	
147	Sierra Lane	La Cresta Drive	Cul-de-sac	0.26	22	M	
148	Deer Run lane	Thornapple Lane	Cul-de-sac	0.08	22	L	
149	Thornapple Lane	Deer Run Lane	Otto Road	0.10	22	L	
150	Chicory Lane	Trillium Road	Donges Bay Road	0.11	22	VL	
151	Otto Road	Thornapple Lane	Woodlynn Drive	0.08	22	L	
152	Boundary Road	Otto Drive	Old Barn Road	0.04	24	L	
153	Old Barn Road	White Oak Way	Boundary Road	0.21	24	L	
154	White Oak Way	Old Barn Road	Chowning Cross	0.16	24	L	
155	Chowning Cross	White Oak Way	Chowning Square	0.08	24	L	
156	Chowning Square	Boundary Road	Cul-de-sac	0.09	24	L	
157	Corey Lane	Zedler Lane	Cul-de-sac	0.12	22	L	
TOTAL BID:							

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
MAIN ROADS (West of Milwaukee River)							
A1	Bonniwell Road	Granville Road	Davis Road	1.0	24	VL	
A2	Granville Road	Bonniwell Road	Highland Road	0.95	22	VL	
A3	Granville Road	Highland Road	Freistadt Road	0.99	22	VL	
A4	Cedarburg Road	City of Cedarburg	Bonniwell Road	0.75	30	VL	
A5	Cedarburg Road	Bonniwell Road	Highland Road	1.04	30	VL	
A6	Bonniwell Road	Green Bay Road	Railroad Tracks	0.67	24	VL	
A7	Green Bay Road	Village of Thiensville	Highland Road	0.51	30	VL	
A8	Green Bay Road	Highland Road	Bonniwell Road	0.95	23	VL	
A9	Donges Bay Road	Wasauakee Road	Council Hills Drive	0.16	26	VL	
MAIN ROADS (East of Milwaukee River)							
A10	Oriole Lane	Bonniwell Road	Highland Road	0.99	20	VL	
A11	Lake Shore Drive	Highland Road	Bonniwell Road	1.05	30	VL	
A12	Range Line Road	Mequon Road	Range Line Circle	0.85	27	VL	
A13	Bonniwell Road	Lake Shore Drive	Northwood Lane	0.23	30	VL	
SUBDIVISIONS (West of the Milwaukee River)							
A14	Hawthorne Road	Wauwatosa Road	0.15 Miles West	0.15	22	VL	
A15	Hawthorne Road	Granville Road	0.36 Miles East	0.36	22	VL	
A16	Church Place	Freistadt Road	END	0.25	22	VL	
A17	Briarhill Road	Freistadt Road	Heather Drive	0.32	22	VL	
A18	Heather Drive	Briarhill Road	Cul-de-sac	0.18	22	VL	
A19	Sunset Road	Freistadt Road	END	0.20	19	VL	
A20	Ridge Road	Freistadt Road	END	0.30	19	VL	
A21	Vega Avenue	Rolling Field Drive	END	0.17	16	VL	
A22	Shawnee Pass	Wasauakee Road	Council Hills Drive	0.21	22	VL	
A23	Tomahawk Trail	Council Hills Drive	Cul-de-sac	0.12	22	VL	
A24	Huntington Drive	Kent Court	Andover Court	0.07	22	VL	
A25	Huntington Drive	Melrose Court	Shannon Court	0.14	22	VL	
A26	Melrose Court	Huntington Drive	Around Loop	0.13	22	VL	
A27	Foxkirk Drive	Concord Drive	East to END	0.05	22	VL	
A28	Stanford Court	Concord Drive	Cul-de-sac	0.23	22	VL	
A29	Stanford Drive	Concord Drive	Foxkirk Drive	0.07	22	VL	
A30	Highlander Court	Highlander Drive	Highlander Drive	0.13	22	VL	

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A31	Highlander Drive	Swan Road	Morning Glory Drive	0.12	22	VL	
A32	Highlander Drive	Raider Court	Spartan Circle	0.39	22	VL	
A33	Highlander Drive	Highlander Court	Knightsbridge Drive	0.17	22	VL	
A34	Eagle Court	Highlander Drive	Cul-de-sac	0.12	22	VL	
A35	Tartan Court	Highlander Drive	Cul-de-sac	0.12	22	VL	
A36	Mourning Dove	Tree Sparrow Drive	Blackbird Court	0.17	22	VL	
A37	Mourning Dove	Firefly Court	Wauwatosa Road	0.10	22	VL	
A38	Sherwood Drive	Cedarburg Road	Cul-de-sac	0.34	21	VL	
A39	Westfield Road	Cedarburg Road	End	0.39	22	VL	
A40	Meadow Lane	Westfield Road	End	0.20	22	VL	
A41	Kathleen Lane	Cedarburg Road	Cul-de-sac	0.24	22	VL	
SUBDIVISIONS (East of the Milwaukee River)							
A42	Saddlebrook Lane	Pioneer Road	Cul-de-sac	0.93	20	VL	
A43	Saddlebrook Circle	Saddlebrook Lane	Saddlebrook Lane	0.18	20	VL	
A44	Bridalpath Court	Saddlebrook Lane	Cul-de-sac	0.21	20	VL	
A45	Shady Lane	Lake Shore Drive	Cul-de-sac	0.25	22	VL	
A46	Birchwood Lane	South Cul-de-sac	North Cul-de-sac	0.61	22	VL	
A47	Northwood Lane	Bonniwell Road	Bonnes Lane	0.25	22	VL	
A48	Bonness Lane	Northwood Lane	Lakewood Drive	0.15	22	VL	
A49	Lakewood Drive	Bonniwell Road	Cul-de-sac	0.45	22	VL	
A50	River Oaks Place	Port Washington Road	Portland Ave	0.05	22	VL	
A51	Country View Drive	Mequon Road	Laurmark Court	0.26	24	VL	
A52	Country View Drive	Dunhill Drive	Pavement Change	0.24	24	VL	
A53	Squire Road	Country View Drive	0.08 Miles East	0.08	22	VL	
A54	Dunhill Drive	Country View Drive	Cul-de-sac	0.08	24	VL	
A55	Bonnie Court	Country View Drive	Cul-de-sac	0.05	18	VL	
A56	Mulberry Drive	Justin Drive	Riverland Road	0.25	22	L	
A57	Eastbrook Drive	Port Washington Road	0.09 Miles East	0.09	36	VL	
A58	River Ridge Drive	Grace Avenue	Mulberry Drive	0.23	22	VL	
A59	Grace Avenue	Riverland Road	Cul-de-sac	0.27	22	VL	
A60	Candlewick Court	Riverland Road	Cul-de-sac	0.08	24	VL	
A61	Mulberry Drive	Chestnut Road	Ranch Road	0.11	22	VL	

Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VVL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A62	Prairie View Lane	Mequon Road	Revere Road	0.20	22	VL	
A63	Revere Road	Prairie View Lane	Lake Shore Drive	0.10	22	VL	
A64	Seacroft Court	Lake Shore Drive	Cul-de-sac	0.12	21	VL	
A65	River Trail	Mequon Road	0.08 Miles South	0.08	22	VL	
A66	River Valley Drive	Sleepy Hollow Lane	Sunnydale Lane	0.15	22	VL	
A67	Glen Oaks Lane	Lake Shore Drive	Cul-de-sac	0.25	22	VL	
A68	Tarrytown Lane	Sleepy Hollow Lane	River Road	0.20	22	VL	
A69	Scenic Avenue	River Road	Hedgewood Lane	0.26	21	VL	
A70	Westview Lane	Scenic Avenue	Haven Avenue	0.28	21	VL	
A71	Crestline Road	Gazebo Hill Parkway	Mequon Road	0.53	22	VL	
A72	Riverland Court	Mequon Road	Around Loop	0.33	21	VL	
A73	Haven Avenue	River Road	Haven Court	0.37	21	VL	
A74	Haven Court	Hedgewood Lane	Cul-de-sac	0.17	21	VL	
A75	Crimson Court	Range Line Road	Cul-de-sac	0.09	22	VL	
A76	Norway Drive	Range Line Road	Sunnydale Lane	0.27	22	VL	
A77	Market Street	Mequon Road	0.10 miles south	0.10	22	VL	
A78	De la Warr Circle	Greenbrier Lane	Greenbrier Lane	0.22	22	VL	
A79	Bradford Drive	Magnolia Drive	END	0.09	22	VL	
A80	Magnolia Drive	Donges Bay Road	Bel Mar Drive	0.32	22	VL	
A81	Magnolia Drive	Winslow Drive	Greenbrier Lane	0.09	22	VL	
A82	Magnolia Drive	Bradford Drive	North to END	0.03	22	VL	
A83	Winslow Drive	Magnolia Drive	Winslow Court	0.07	22	VL	
A84	San Marino Drive	Mequon Road	Cul-de-sac	0.56	22	VL	
A85	Monterey Lane	San Marino Drive	Bonnie Lynn Drive	0.20	22	VL	
A86	Bonnie Lynn Drive	Mequon Road	Monterey Lane	0.25	22	VL	
A87	Wyngate Trace	Mequon Road	Cul-de-sac	0.46	22	VL	
A88	Haddonstone Place	Monterey Lane	Haddonstone Loop C	0.55	24	VL	
A89	Haddonstone Loop E	Haddonstone Place	Haddonstone Place	0.06	24	VL	
A90	Fox Hunt Trace	Haddonstone Place	Cul-de-sac	0.15	24	VL	
A91	Range Line Court	Range Line Road	Cul-de-sac	0.51	24	VL	
A92	Crestwood Court	County Line Road	Cul-de-sac	0.09	22	VL	
A93	County Line Road	River Road	0.06 Miles East	0.06	22	VL	

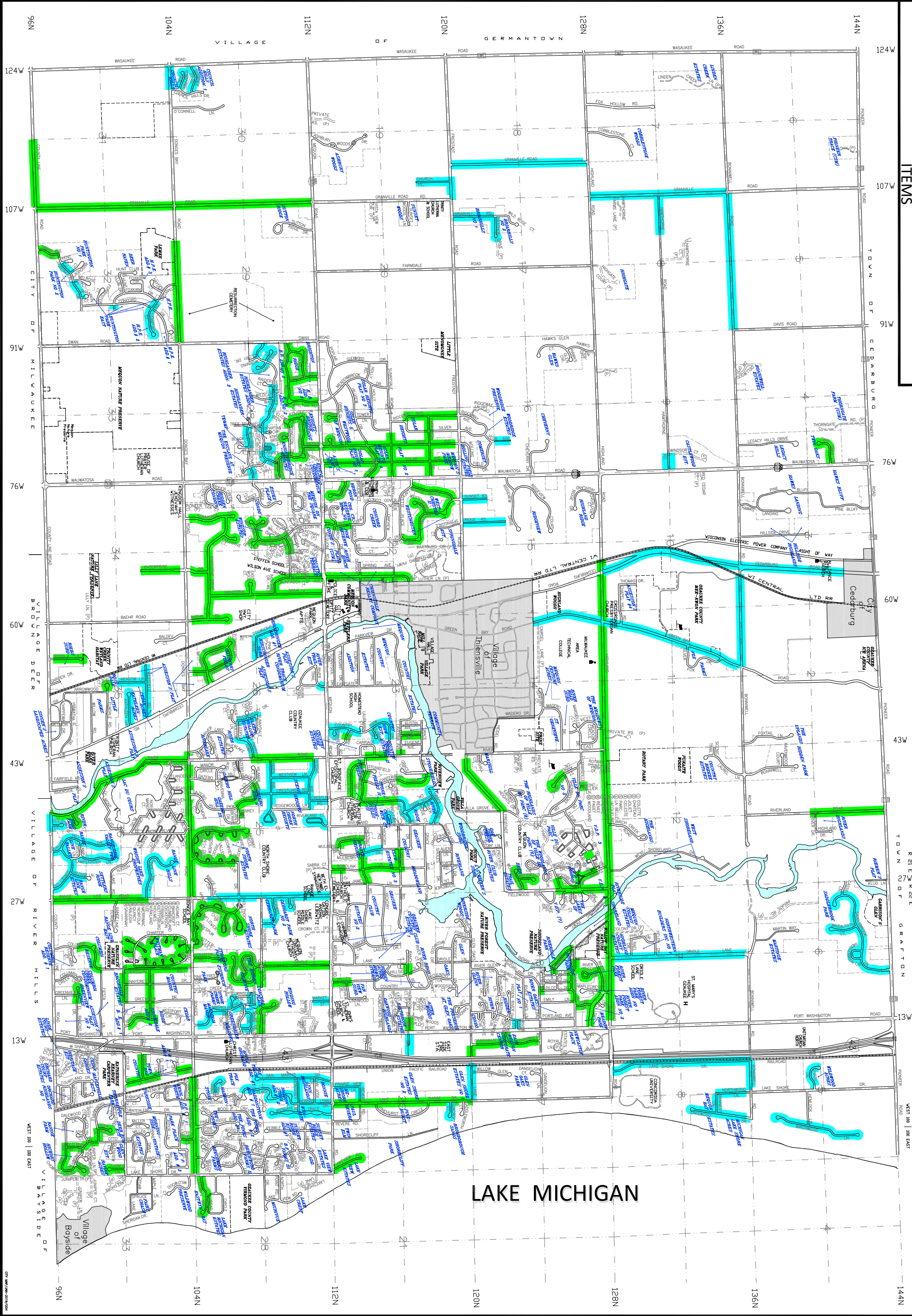
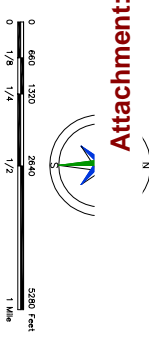
Attachment: 3686-25 2025 Crack Seal Street List (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	ITEM NO.		L(mi.)	W (ft)	Crack Volume VL-As Noted VL-Very Light L - Light M-Medium H-Heavy	
		FROM	TO				
A94	Valley Hill Drive	County Line Road	Lamplighter Lane	0.55	22	VL	
A95	Lamplighter Lane	Valley Hill Drive	Valley Hill Drive	0.43	22	VL	
A96	Sunset Lane	County Line Road	Lamplighter Lane	0.30	22	VL	
A97	Hilltop Lane	Sunset Lane	0.12 Miles North	0.12	22	VL	

2025 CRACK SEAL

- CRACK SEAL
- CRACK SEAL ADDITIVE
- ITEMS





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Office of the City Attorney

MEMORANDUM

TO: Public Works Committee and Common Council
FROM: Brian C. Sajdak, City Attorney
DATE: April 1, 2025
RE: Handling Errors in Public Bids

On this month’s agenda there are two public works items where the City received bids and the apparent low bidder notified the City after bid opening that there were errors in the bid. Given that the recommended approach to these bids is different, an explanation as to that difference is warranted.

First, a review the applicable law on the subject. Under Wisconsin Statute, when a bidder submits a bid on a publicly bid project, the bid must be accompanied by a surety of at least 5% and not more than 10% of the bid. Wis. Stat. § 62.15(3). This surety is designed to ensure that “the bidder will execute and file the proper contract and bond within the time limited by the city.” *Id.* “In case the successful bidder fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages.” *Id.* The city cannot waive these liquidated damages. *City of Merrill v. Wenzel Brothers, Inc.*, 88 Wis. 2d 676, 277 N.W.2d 799 (1979).

Where a bidder discovers an error in a bid they have submitted, the statutes provide the method for obtaining relief from a bid. If the error is discovered before the bid is opened, the bidder can request the return of the unopened bid and may not submit a revised bid unless the contract is readvertised. Wis. Stat. § 66.0901(5). Where, as is the case in both contracts on the agenda, the error is discovered by the bidder after the bids have been opened,

the bidder shall immediately and without delay give written notice and make known the fact of the mistake, omission or error which has been committed **and submit to the municipality clear and satisfactory evidence of the mistake, omission or error and that it was not caused by any careless act or omission on the bidder’s part in the exercise of ordinary care in examining the plans or specifications** and in conforming with the provisions of this section.

Id. (emphasis added). Thus, a municipality may allow a bid containing an error to be withdraw after opening if, in the municipality’s judgment, the error was not the result of carelessly reviewing the plans and specifications. “This requirement is designed to expose whether the bidder's error is an understandable, honest mistake of the kind that could happen inadvertently to a conscientious bidder, or evidence of a pattern of sloppiness or lack of adequate preparation that need not be excused.” *James Cape & Sons Co. v. Mulchay*, 2005 WI 128, ¶ 57, 285 Wis. 2d 200, 700 N.W.2d 243. “A municipality is entitled to go forward to award the contract and trigger forfeiture of the bid bond if the bidder has not satisfied the conditions for withdrawal, if the

Attachment: Memo re Bid Process - 2025 Road Project vs Crack Sealing (RESOLUTION 4202 : 2025 Crack Sealing Contract Award)

bidder is not acting in complete good faith, or if the municipality can show that it has been prejudiced by the bidder's error.” Id. at ¶ 61. If the bidder is unable to meet this standard, and the municipality requires the forfeiture of the bid bond as liquidated damages, the bidder can choose to litigate to seek recovery of the bid bond by proving to the court that “in making the mistake, error or omission the bidder was free from carelessness, negligence or inexcusable neglect.” Wis. Stat. § 66.0901(5). Ultimately, it is up to the body awarding the contract to decide what relief should be awarded to a bidder who has provided notice of an error by considering “consider the evidence submitted by the bidder in a quasi-judicial manner.” James Cape at ¶ 3.

Applying this general construct to the circumstances before you, there is a clear difference between the responses to the error discovered by the contractor. In the case of the crack sealing bid, American Pavement Solutions does not appear to meet the standard for relief. Their written notice does appear to be immediate and without delay. However, their notice does not provide any evidence as to what the specific error was, nor evidence that it was “not caused by any careless act or omission on the bidder’s part in the exercise of ordinary care in examining the plans or specifications.” In fact, the letter suggests the complete opposite: “Specifically, the error pertains to a miscalculation in the scope of the work.” Because they have not met the standard to have their bid withdrawn, the City should award the contract to them as the apparent low bidder. If they refuse to execute the contract, their bid bond should be forfeited.

The situation on the road program contract is different. Payne + Dolan similarly provided a notice that appears to be immediate and without delay. However, unlike American Paving Solutions, Payne + Dolan provides a detailed explanation of the error. Payne + Dolan’s notice also states that the error was not “result of an omission with respect to examining the plans or specifications.” This statement is supported by their discussion of the error in which they confirm that the unit process and subtotals were all correct. As such, it appears that the notice meets the standard for relief. Note that while it is true that a bidder’s relief is generally limited to withdrawal and that the municipality cannot amend a bid, see James Cape at ¶ 46 (“municipalities do not have the authority to permit a bidder to amend its bid”), this does not appear to be a true case of amending a bid. Instead, this appears to be more akin to a correcting a bid. It would be a different situation if the error carried over to the unit prices resulting in multiple changes. Here, the only change is to award based on the unit prices alone and to ignore the grand total bid price. See Swanson v. Hilderbrand, 94 Cal. App. 2d 161, 210 P.2d 95 (4th Dist. 1949)(holding that municipality did not err when they accepted the low bidder based on the unit prices, thereby ignoring the erroneous grand total price).

These differences result in the divergent recommended procedure by staff for each bid. Of course, you have the ability to find differently and to take another action on one or both bids. This action could include a rejection of all bids for either project and to direct staff to readvertise the bid.

BCS



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 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655
 Office of Engineering

www.cityofmequonwi.gov

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4201 A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan, Jackson, Wisconsin, in the Amount of \$1,890,000

Background

Each year, the Engineering Division rates the surface condition of the community's roads, generally in late fall. These ratings are used over the winter to evaluate which roads will be recommended for inclusion in the annual road program. Typically, contracts are let with several projects defined as the total base bid, indicating that they will be completed with the contract award. Staff also typically includes additive items which can be awarded in any combination if pricing is favorable and if spring conditions warrant.

At its February meeting, the Public Works Committee authorized staff to advertise the 2025 Road Improvements contract, a part of the Annual Road and Parking Lot Program. Recommended projects for 2025 included the following:

TOTAL BASE BID (Engineering estimate totaling \$1,558,000)

- West Zedler Lane (Katherine Drive to Lake Shore Drive)
- Katherine Kearney Carpenter Park - East Parking Lot Expansion
- Baehr Road (Donges Bay Road to County Line Road)
- Granville Road (Mequon Road to County Line Road)
- Willowbrook Court
- Fairy Chasm (Maple Lane, Spruce Lane, Cedar Lane, Sheridan Drive)
- Boundary Square

ADDITIVE ITEMS

- Shorecliff Lane
- Patch Repairs (Various Locations)
- Forti Fiber Asphalt Reinforcement (Granville Road, Fairy Chasm)
- Concrete Driveways

Please see the attached location map for roads included in the 2025 Road Improvements contract bid.

Analysis

The City received three bids for the 2025 Road Improvements contract with a low base bid of

\$1,516,611.79 submitted by Payne & Dolan of Jackson. The low bid is approximately 13% less than the engineering estimate. Based on the available funds for the 2025 Road Improvements contract, staff is recommending award of the total base bid and that the following additive items be awarded:

- Additive Bid B1-B3: Patch Repairs
- Additive Bid C1-C2: Weston Patch Repair
- Additive Bid D1: Forti Fiber Reinforcement - Granville (Mequon-Donges Bay)
- Additive Bid E1: Forti Fiber Reinforcement - Granville (Donges Bay-County Line)
- Additive Bid F1: Forti Fiber Reinforcement - Fairy Chasm
- Additive Bid G1: Concrete Driveways

Additive items A1-A7 for Shorecliff Lane will not be awarded at this time. There are items for drainage that need to be resolved before this road is reconstructed. This road will be considered in future road project years.

Based on the totals of the base bid and the chosen additive items, Payne & Dolan’s bid total is \$1,719,953.29 which is lower than the next lowest bidders base bid total. Payne & Dolan has performed acceptable work of this type for the City in the past.

2025 Road Improvements Contract	Total
Base Bid	\$1,516,611.79
Additive Bid B1-B3	\$ 108,551.50
Additive Bid C1-C2	\$ 15,190.00
Additive Bid D1	\$ 18,540.00
Additive Bid E1	\$ 18,540.00
Additive Bid F1	\$ 11,520.00
Additive Bid G1	\$ 31,000.00
Total	\$1,719,953.29

Work on this contract can start in mid-June after the contract is fully executed, and the project has a completion date of August 28, 2025. The bid summary, bid tab, and letter from Payne & Dolan are attached.

Fiscal Impact

On December 10, 2024, the Common Council approved a \$5.25 million general obligation promissory note for a 3-year borrowing for the Annual Road and Parking Lot Program between 2025 and 2027. This is the first year of the aforementioned three-year program funded by long-term bonding. The current balance of the Right-of-Way Assets capital account is approximately \$5,250,000.

As a result of several recent contract awards, the Public Works Committee and Common Council have requested adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$1,890,000 which includes a contingency of

10% for additionally authorized efforts. The contingency provides for additional services that may result from unknown field conditions. Some base bid streets recommended for award are in poor condition, which may result in larger quantities for base repairs.

The projected cost of the 2025 Road Program, including maintenance and capital improvements, is approximately \$2,365,000.00. This contract as well as the other contracts expected to be in the overall program are shown below.

Road Program Recommended Award	Award Amount	Award Amount with Contingency, if Applicable
GSB-88 Sealer	\$ 126,059.00	\$ 130,000.00
Crack Sealing	\$ 328,771.00	\$ 345,000.00
Road Improvements	\$ 1,719,953.29	\$ 1,890,000.00
Total:	\$ 2,174,783.29	\$ 2,365,000.00

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3098-25 2025 Bid Opening Sheet (PDF)

3098-25 2025 Bid Tab (PDF)

Payne and Dolan_Bid Error Letter_03282025 (PDF)

3098-25 Road Improvements Area Map (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4201

A Resolution Approving Award of the 2025 Road Improvements Contract to Payne & Dolan, Jackson, Wisconsin, in the Amount of \$1,890,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2025 Road Improvements contract.

B. Staff has reviewed the various bids and contractor qualifications for the contracts.

C. Staff has determined that the bids received are reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for the contract costs are available from the Capital Project Account - 410780-469001-10001 (Right-of-Way Assets).

E. To provide for additional services that may result from the spring thaw or other unforeseen conditions, the contract award amount shall be affirmed with a contingency for a total not-to-exceed cost of \$1,890,000.

F. The Committee on Public Works at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2025 Road Improvements Contract with Payne & Dolan of Jackson, Wisconsin, with a contingency for a total not-to-exceed cost of \$1,890,000 in the form attached hereto is approved subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

Item Number	Item	Unit	Est Quantity	P&D Unit	P&D Total	STARK Unit	STARK Total	WOLF Unit	WOLF Total
1	Pulverized & Re-Laid Pavement	SY	18,415	\$2.05	\$37,750.75	\$2.00	\$36,830.00	\$2.20	\$40,513.00
2	HMA Pavement Lower Layer 3LT	TON	2,650	\$57.25	\$151,712.50	\$72.02	\$190,853.00	\$64.00	\$169,600.00
3	HMA Pavement Upper Layer 5LT	TON	1,630	\$71.75	\$116,952.50	\$75.92	\$123,749.60	\$76.00	\$123,880.00
4	Excavation for Roadway Widening	CY	100	\$23.50	\$2,350.00	\$46.61	\$4,661.00	\$49.00	\$4,900.00
5	Dense Graded Base Widening	TON	225	\$24.90	\$5,602.50	\$22.40	\$5,040.00	\$35.00	\$7,875.00
6	Base & Subgrade Repair Comm Ex	CY	1,840	\$18.00	\$33,120.00	\$26.90	\$49,496.00	\$23.00	\$42,320.00
7	Base & Subgrade Repair Dense Grade	TON	3,500	\$19.00	\$66,500.00	\$19.85	\$69,475.00	\$23.10	\$80,850.00
8	Grading Existing Ditch	LF	1,180	\$8.00	\$9,440.00	\$12.26	\$14,466.80	\$4.00	\$4,720.00
9	Shouldering	LS	1	\$15,270.00	\$15,270.00	\$15,042.20	\$15,042.20	\$12,450.00	\$12,450.00
10	Adjust Sanitary Sewer Manholes	EA	22	\$1,945.00	\$42,790.00	\$1,685.67	\$37,084.74	\$1,350.00	\$29,700.00
11	Adjust Water Box - Riser Rings	EA	7	\$105.00	\$735.00	\$300.00	\$2,100.00	\$185.00	\$1,295.00
12	Restoration of Disturbed Area	SY	1,100	\$7.45	\$8,195.00	\$7.43	\$8,173.00	\$6.95	\$7,645.00
13	Pavement Markings	LS	1	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00	\$15,350.00
14	Railroad Coordination/Permitting	LS	1	\$7,400.00	\$7,400.00	\$11,800.00	\$11,800.00	\$51,720.00	\$51,720.00
				TOTAL 1-14	\$513,168.25	TOTAL 1-14	\$584,121.34	TOTAL 1-14	\$592,818.00
15	Excavation for Parking Lot Extension	CY	475	\$28.31	\$13,447.25	\$28.45	\$13,513.75	\$28.00	\$13,300.00
16	Dense Graded Base	TON	900	\$24.70	\$22,230.00	\$18.25	\$16,425.00	\$24.00	\$21,600.00
17	HMA Pavement Lower Layer 3LT	TON	125	\$84.40	\$10,550.00	\$90.61	\$11,326.25	\$87.00	\$10,875.00
18	HMA Pavement Upper Layer 5LT	TON	80	\$86.10	\$6,888.00	\$92.76	\$7,420.80	\$109.00	\$8,720.00
19	Shouldering	LS	1	\$2,780.00	\$2,780.00	\$6,749.11	\$6,749.11	\$2,870.00	\$2,870.00
20	Restoration of Disturbed Area	SY	130	\$7.43	\$965.90	\$7.73	\$1,004.90	\$6.95	\$903.50
				TOTAL 15-20	\$56,861.15	TOTAL 15-20	\$56,439.81	TOTAL 15-20	\$58,268.50
21	Pulverized & Re-Laid Pavement	SY	14,080	\$1.95	\$27,456.00	\$2.00	\$28,160.00	\$2.35	\$33,088.00
22	HMA Pavement Lower Layer 3LT	TON	2,020	\$55.95	\$113,019.00	\$68.35	\$138,067.00	\$64.00	\$129,280.00
23	HMA Pavement Upper Layer 5LT	TON	1,260	\$70.75	\$89,145.00	\$73.53	\$92,647.80	\$76.00	\$95,760.00
24	Base & Subgrade Repair Comm Ex	CY	1,060	\$18.00	\$19,080.00	\$21.70	\$23,002.00	\$22.00	\$23,320.00
25	Base & Subgrade Repair Dense Grade	TON	2,000	\$19.00	\$38,000.00	\$18.50	\$37,000.00	\$21.00	\$42,000.00
26	Shouldering	LS	1	\$11,500.00	\$11,500.00	\$14,352.20	\$14,352.20	\$11,800.00	\$11,800.00
27	Pavement Markings	LS	1	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00
28	Restoration of Disturbed Area	SY	3,500	\$7.00	\$24,500.00	\$7.00	\$24,500.00	\$6.95	\$24,325.00
				TOTAL 21-28	\$335,200.00	TOTAL 21-28	\$370,229.00	TOTAL 21-28	\$372,073.00
29	HMA Pavement Upper Layer 5MT	TON	2,350	\$65.90	\$154,865.00	\$76.65	\$180,127.50	\$75.00	\$176,250.00
30	Shouldering	LS	1	\$11,425.00	\$11,425.00	\$10,935.24	\$10,935.24	\$7,500.00	\$7,500.00
31	Pavement Markings	LS	1	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00	\$14,450.00
32	Remove Asphaltic Concrete Pavement Full Depth	SY	1,265	\$7.35	\$9,297.75	\$9.90	\$12,523.50	\$13.30	\$16,824.50
33	Base & Subgrade Repair Comm Ex	CY	100	\$28.00	\$2,800.00	\$25.85	\$2,585.00	\$28.00	\$2,800.00
34	Base & Subgrade Repair Dense Grade	TON	190	\$25.00	\$4,750.00	\$23.50	\$4,465.00	\$26.00	\$4,940.00
				TOTAL 29-34	\$197,587.75	TOTAL 29-34	\$225,086.24	TOTAL 29-34	\$222,764.50
35	HMA Pavement Upper Layer 5MT	TON	2,590	\$62.20	\$161,098.00	\$79.31	\$205,412.90	\$75.00	\$194,250.00
36	Shouldering	LS	1	\$11,425.00	\$11,425.00	\$10,768.66	\$10,768.66	\$6,980.00	\$6,980.00
37	Pavement Markings	LS	1	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00	\$14,350.00
38	Remove Asphaltic Concrete Pavement Full Depth	SY	2,295	\$7.35	\$16,868.25	\$10.45	\$23,982.75	\$11.75	\$26,966.25
				TOTAL 35-38	\$203,741.25	TOTAL 35-38	\$254,514.31	TOTAL 35-38	\$242,546.25

Attachment: 3098-25 2025 Bid Tab (RESOLUTION 4201 : 2025 Road Improvements Contract Award)

39	Remove Asphaltic Concrete Pavement Full Depth	SY	1,900	\$7.35	\$13,965.00	\$5.53	\$10,507.00	\$7.15	\$13,585.00
40	HMA Pavement Lower Layer 3LT	TON	275	\$59.95	\$16,486.25	\$73.35	\$20,171.25	\$78.00	\$21,450.00
41	HMA Pavement Upper Layer 5LT	TON	170	\$81.50	\$13,855.00	\$77.55	\$13,183.50	\$99.50	\$16,915.00
42	Base & Subgrade Repair Comm Ex	CY	145	\$26.00	\$3,770.00	\$19.52	\$2,830.40	\$29.00	\$4,205.00
43	Base & Subgrade Repair Dense Grade	TON	275	\$24.00	\$6,600.00	\$18.90	\$5,197.50	\$27.00	\$7,425.00
44	Shouldering	LS	1	\$3,690.00	\$3,690.00	\$8,497.28	\$8,497.28	\$2,980.00	\$2,980.00
45	Concrete C&G	LF	203	\$53.13	\$10,785.39	\$80.00	\$16,240.00	\$75.00	\$15,225.00
				TOTAL 39-45	\$69,151.64	TOTAL 39-45	\$76,626.93	TOTAL 39-45	\$81,785.00
46	Mill & Remove Asphaltic Pavement	SY	9,895	\$1.60	\$15,832.00	\$2.53	\$25,034.35	\$3.20	\$31,664.00
47	HMA Pavement Upper Layer 5LT	TON	1,280	\$66.60	\$85,248.00	\$72.20	\$92,416.00	\$78.00	\$99,840.00
48	Shouldering	LS	1	\$5,575.00	\$5,575.00	\$8,942.05	\$8,942.05	\$4,990.00	\$4,990.00
				TOTAL 46-48	\$106,655.00	TOTAL 46-48	\$126,392.40	TOTAL 46-48	\$136,494.00
49	Pulverized & Re-Laid Pavement	SY	1,140	\$3.70	\$4,218.00	\$4.63	\$5,278.20	\$5.15	\$5,871.00
50	HMA Pavement Lower Layer 3LT	TON	170	\$60.35	\$10,259.50	\$84.55	\$14,373.50	\$80.00	\$13,600.00
51	HMA Pavement Upper Layer 5LT	TON	110	\$84.95	\$9,344.50	\$88.45	\$9,729.50	\$124.00	\$13,640.00
52	Base & Subgrade Repair Comm Ex	CY	85	\$29.15	\$2,477.75	\$29.35	\$2,494.75	\$29.00	\$2,465.00
53	Base & Subgrade Repair Dense Grade	TON	165	\$25.80	\$4,257.00	\$24.11	\$3,978.15	\$27.00	\$4,455.00
54	Shouldering	LS	1	\$3,690.00	\$3,690.00	\$4,661.90	\$4,661.90	\$2,250.00	\$2,250.00
				TOTAL 49-54	\$34,246.75	TOTAL 49-54	\$40,516.00	TOTAL 49-54	\$42,281.00
A1	Remove Asphaltic Concrete Pavement Full Depth	SY	9,490	\$3.75	\$35,587.50	\$3.71	\$35,207.90	\$5.00	\$47,450.00
A2	HMA Pavement Lower Layer 3LT	TON	1,365	\$57.00	\$77,805.00	\$77.76	\$106,142.40	\$67.00	\$91,455.00
A3	HMA Pavement Upper Layer 5LT	TON	900	\$72.65	\$65,385.00	\$79.18	\$71,262.00	\$80.00	\$72,000.00
A4	Base & Subgrade Repair Comm Ex	CY	1,190	\$19.00	\$22,610.00	\$30.21	\$35,949.90	\$25.00	\$29,750.00
A5	Base & Subgrade Repair Dense Grade	TON	2,255	\$19.00	\$42,845.00	\$22.00	\$49,610.00	\$23.50	\$52,992.50
A6	Shouldering	LS	1	\$12,330.00	\$12,330.00	\$24,936.15	\$24,936.15	\$9,980.00	\$9,980.00
A7	Restoration of Disturbed Areas	SY	100	\$7.43	\$743.00	\$7.43	\$743.00	\$6.95	\$695.00
				TOTAL A1-A7	\$257,305.50	TOTAL A1-A7	\$323,851.35	TOTAL A1-A7	\$304,322.50
B1	Failed Asphalt Pavement Repair	SY	2,350	\$15.99	\$37,576.50	\$14.29	\$33,581.50	\$16.00	\$37,600.00
B2	HMA Pavement Upper Layer 5LT	TON	425	\$125.00	\$53,125.00	\$125.80	\$53,465.00	\$110.00	\$46,750.00
B3	HMA Pavement Upper Layer 5MT	TON	175	\$102.00	\$17,850.00	\$132.35	\$23,161.25	\$115.00	\$20,125.00
				TOTAL B1-B3	\$108,551.50	TOTAL B1-B3	\$110,207.75	TOTAL B1-B3	\$104,475.00
C1	Failed Asphalt Pavement Repair	SY	200	\$31.10	\$6,220.00	\$37.92	\$7,584.00	\$25.00	\$5,000.00
C2	HMA Pavement Upper Layer 5MT	TON	60	\$149.50	\$8,970.00	\$146.50	\$8,790.00	\$155.00	\$9,300.00
				TOTAL C1-C@	\$15,190.00	TOTAL C1-C@	\$16,374.00	TOTAL C1-C2	\$14,300.00
D1	Forti Fiber	LBS	2,060	\$9.00	\$18,540.00	\$9.20	\$18,952.00	\$8.25	\$16,995.00
				TOTAL D1	\$18,540.00	TOTAL D1	\$18,952.00	TOTAL D1	\$16,995.00
E1	Forti Fiber	LBS	2,060	\$9.00	\$18,540.00	\$9.20	\$18,952.00	\$8.25	\$16,995.00
				TOTAL E1	\$18,540.00	TOTAL E1	\$18,952.00	TOTAL E1	\$16,995.00
F1	Forti Fiber	LBS	1,280	\$9.00	\$11,520.00	\$10.25	\$13,120.00	\$8.25	\$10,560.00
				TOTAL F1	\$11,520.00	TOTAL F1	\$13,120.00	TOTAL F1	\$10,560.00

G1

Concrete Driveway

SY

200

\$155.00	\$31,000.00
TOTAL G1	\$31,000.00

\$125.00	\$25,000.00
TOTAL G1	\$25,000.00

\$144.00	\$28,800.00
TOTAL G1	\$28,800.00

Base Bid Total \$1,516,611.79

Base Bid Total \$1,733,926.03

Base Bid Total \$1,749,030.25

Total Base, B1-B3, C1-C2, D1, E1, F1, G1 **\$1,719,953.29**

\$1,936,531.78

\$1,941,155.25



An Equal Opportunity & Affirmative Action Employer

N3 W23650 Badinger Road | Waukesha, WI 53188
262.524.1700 | walbecgroup.com

City of Mequon, WI

ATT: Director of Public Works / City Engineer

RE: 2025 Road Improvements Bid Submitted by Payne + Dolan, Inc.

Per Wisconsin Statute 66.0901(5), I am writing to confirm that after our bid was opened, we discovered that an error was made on a single line intended to show a summation of all base bid items.

On page 0300-06, the bidder is asked to write the sum-total of all items 1 through 53. Rather than items 1 through 53, the sum-total of items 48 through 53 was written by mistake. This mistake was not made as a result of an omission with respect to examining the plans or specifications or in conforming with the provisions of any applicable State Statute.

Additionally, we would like to confirm that no errors were made in any unit price or subtotal entry and the correct sum-total of the submitted bid as determined by bid quantity multiplied by unit price is accurate. As we are the apparent low bidder, please confirm that we will be awarded the project contract with the submitted unit prices.

We apologize for the error and will work to ensure that this mistake is never repeated.

Thank You,

Jeffrey M Batchelor
Area Manager
262.366.5098

jbatchelor@walbecgroup.com

Helping People

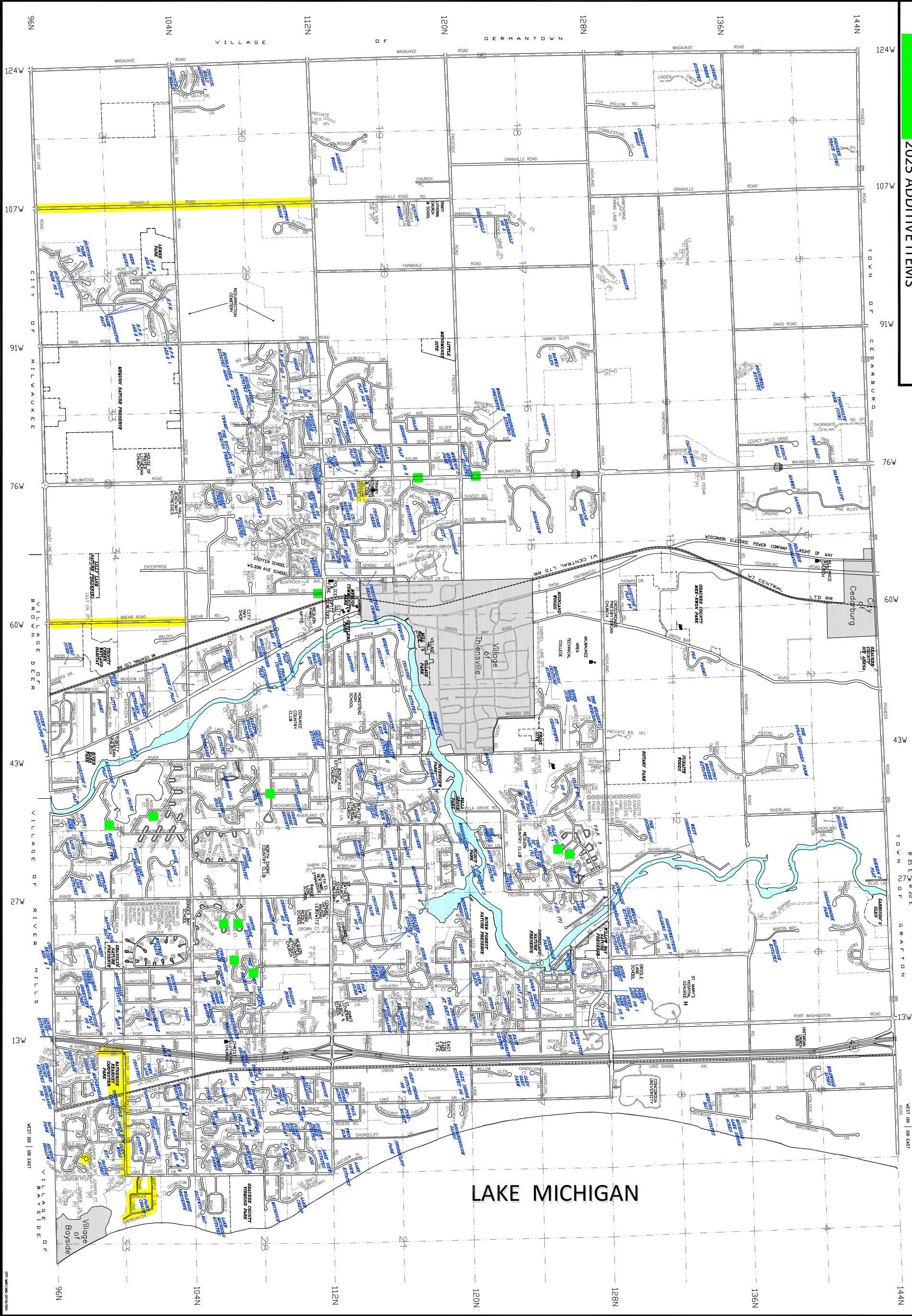
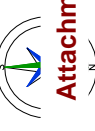
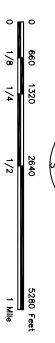
Reach Their Destination

Attachment: Payne and Dolan_Bid Error Letter_03282025 (RESOLUTION 4201 : 2025 Road Improvements Contract Award)

2025 Road Improvements

2025 ROAD IMPROVEMENTS

2025 ADDITIVE ITEMS





11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: RESOLUTION 4204 A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Wauaukee, Wisconsin in an Amount Not-to-Exceed \$130,000

Background

At its February meeting, the Public Works Committee authorized staff to advertise contracts for the 2025 Annual Road Program. For the GSB-88 Bituminous Seal contract base bid, staff advertised 4.9 miles of GSB-88 Bituminous Pavement Sealing at an estimated total base cost of \$93,800.

Additive bids included 2.6 miles of additional GSB-88 Bituminous Sealing. The estimate for all of the additional streets was \$48,900. The additive bid items are bid per street so that any number of streets may be awarded in any combination. These additive bids were included to allow more work to be completed within budget, depending on bid prices received for the entire 2025 Annual Road Program.

The total estimate for the combined base bid and additive items was \$142,700.

Please see the attached location map and street list for roads included in the bid.

Analysis

The City received one bid for the 2025 GSB-88 Bituminous Seal contract with a low base bid of \$78,566 from Fahrner Asphalt Sealers, of Wauaukee, Wisconsin.

The low base bid is approximately 16% less than the original base bid estimate. Staff recommends awarding the 4.9 miles of base bid streets and additive items A1-A15, which include an additional 2.6 miles.

	Fahrner Asphalt Sealers
Base Bid	\$ 78,566
Additive Bid Items A1-A15	\$ 47,493
Total	\$ 126,059

As a result of several recent contract awards, the Public Works Committee and Common Council have requested consideration of adding a contingency to the award amounts. Therefore, staff is recommending that the resolution approve an amount not-to-exceed \$130,000, which includes a

contingency of approximately 5% for additionally authorized efforts. The contingency will not be used for additive bid items; it is intended for additional work needed as a result of the spring thaw.

Fahrner Asphalt Sealers has applied GSB-88 bituminous sealer in Mequon in the past and has provided a quality work product.

Work on this contract can start as soon as the contract is fully executed. The completion date for this work is August 29, 2025. The bid opening sheet is attached.

Staff recommends that the Public Works Committee favorably endorse, and the Common Council approve the resolution to award the contract for the annual GSB-88 project.

Fiscal Impact

At the February meeting staff noted that there be a one-time transfer request from the Right-of-Way Asset Management account (10001) to help complete necessary maintenance. The amount requested is \$125,000 so that both the Crack Seal and GSB-88 contracts can award all base and additive items. There is adequate funding available in the Annual Road Program Maintenance account to award this project.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

3762-25 GSB-88 Area Map (PDF)

3762-25 GSB-88 Street List (PDF)

3762-25 2025 Bid Opening Sheet GSB88 (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4204

A Resolution Awarding the 2025 GSB-88 Bituminous Road Sealing Contract to Fahrner Asphalt Sealers of Waukegan, Wisconsin in an Amount Not-to-Exceed \$130,000

RECITALS

A. The City of Mequon Engineering Division has advertised and received bids for the 2025 GSB-88 Bituminous Seal contract.

B. Staff have reviewed the various bids and contractor qualifications for the contracts.

C. The bids received for the total base bid project were less than estimated, therefore staff recommends award of the total base bid and additive bid items A1-A15.

D. To provide for additional services that may result from the spring thaw, the contract award amount shall be affirmed with a contingency, for a total not-to-exceed cost of \$130,000.

E. The project shall be invoiced to and paid for from the Annual Road Maintenance Capital Account (Project 10003).

F. A one-time transfer of funds from Right-of-Way Assets Capital Account - 410780-469001-10001 of \$125,000 will be transferred to the Annual Road Maintenance Capital Account (10003)

G. The Public Works Committee, at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The 2025 GSB-88 Contract is awarded to Fahrner Asphalt Sealers of Waukegan, Wisconsin, in the form attached hereto is approved, subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

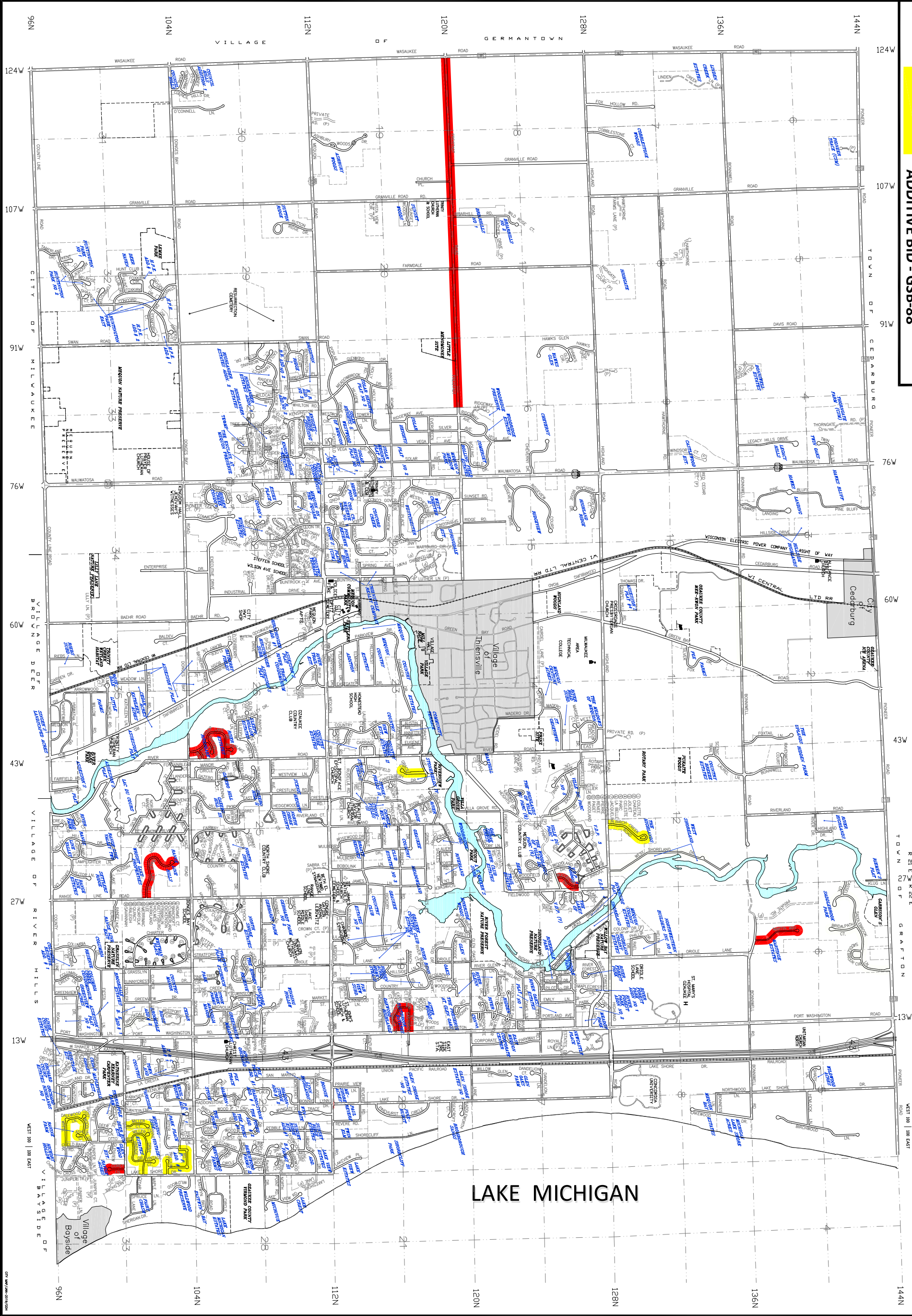
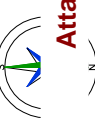
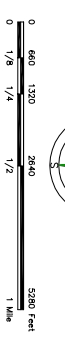
I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

BASE BID - GSB-88

ADDITIVE BID - GSB-88

2025 GSB-88 BITUMINOUS SEAL



LAKE MICHIGAN

2025 GSB-88 BITUMINOUS SEAL – Street List

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L
		FROM	TO		
MAIN ROADS (West of Milwaukee River)					
1	Freistadt Road	Wasaukee Road	2.5 Miles East	23	2.5
SUBDIVISIONS (West of Milwaukee River)					
2	Woodberry Drive	Yvonne Drive	Ville Du Parc Drive	20	0.18
SUBDIVISIONS (East of Milwaukee River)					
3	Martin Way	Bonniwell Road	Cul-de-sac	20	0.35
4	Eastbrook Drive	Port Washington Road	Port Washington Road	Varies	0.45
5	River Lake Drive	River Road	Donges Bay Road	24	0.52
6	River Lake Court	River Lake Drive	Cul-de-sac	24	0.06
7	River Willows Court	River Lake Drive	Cul-de-sac	24	0.12
8	Fox Run	River Lake Drive	River Road	24	0.08
9	Range Line Court	Range Line Road	Cul-de-sac	24	0.51
10	Corey Lane	Zedler Lane	Cul-de-sac	22	0.12

ADDITIVE BID ITEMS – Street List

ITEM NO.	STREET	LOCATION		W(ft.)	L(mi.) C/L
		FROM	TO		
A1	Birch Creek Road	Highland Road	Cul-de-sac	20	0.33
A2	Grace Court	Grave Avenue	Cul-de-sac	20	0.22
A3	Trillium Road	Lake Shore Road	Trillium Road	24	0.41
A4	Trillium Court	Trillium Road	Cul-de-sac	24	0.06
A5	Miller Court	Zedler Lane	Cul-de-sac	22	0.19
A6	Miller Drive	Lake Shore Road	Vintage Drive	24	0.30
A7	Vintage Drive	Miller Drive	Otto Road	24	0.22
A8	Vintage Court	Miller Drive	Cul-de-sac	24	0.08
A9	Anne Court	Miller Drive	Cul-de-sac	24	0.04
A10	Otto Road	Zedler Lane	Vintage Drive	24	0.05
A11	Woodlyn Drive	Otto Road	Post Court	24	0.16
A12	Ash Court	Woodlyn Drive	Cul-de-sac	24	0.05
A13	Post Court	Woodlyn Drive	Cul-de-sac	24	0.04
A14	Dalewood Lane	Post Court	White Oak Way	24	0.11
A15	White Oak Way	Dalewood Lane	Old Barn Road	24	0.22

Attachment: 3762-25 GSB-88 Street List (RESOLUTION 4204 : 2025 GSB-88 Bituminous Seal Contract Award)



CITY OF MEQUON

WISCONSIN

BIDS RECEIVED FOR: 2025 GSB-88 BITUMINOUS SEAL FILE #3762-25

BID OPENING: 3/26/2024 11:00 AM
DATE TIME

BIDDER	TOTAL BASE BID
Fahrner	\$78,566.00

Attachment: 3762-25 2025 Bid Opening Sheet GSB88 (RESOLUTION 4204 : 2025 GSB-88 Bituminous Seal



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655
 Office of Engineering

www.cityofmequonwi.gov

TO: Public Works Committee
FROM: Dan Wellskopf, Field Coordinator
DATE: April 8, 2025
SUBJECT: RESOLUTION 4206 A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West County Line Road

Background

Wisconsin Electric Power Company (We Energies) is requesting an easement to relocate two 40-foot utility poles eight feet east upon the property located at 8200 West County Line Road. An 18-foot width is requested for the northerly utility pole to allow for guy wire placement. An exhibit of the easement limits is attached to this item.

As currently placed, the two utility poles in question would be located on the shoulder of a proposed bypass lane near the intersection of Swan Road and the planned Tundra Drive, a street being installed with the second phase of the Swan Ridge Farm subdivision.

8200 West County Line Road is the Mequon Nature Preserve property. The City owns the property, and the land is currently leased to the Mequon Nature Preserve, Inc. Corporation.

Analysis

The easement required for We Energies to move two utility poles will provide space from the bypass lane proposed along the northbound lane of Swan Road at the intersection with the planned Tundra Drive. As currently placed, the utility poles would be located on the shoulder of the planned bypass lane, which is less safe than a pole placement well outside the vehicle traveled way. Staff supports the new pole placement.

The proposed easement declaration document and sketch of the easement area are attached to this item. Pending Council approval, the sketch will be replaced by a permanent exhibit with a full legal description of the subject easement area.

Fiscal Impact

Compensation for easements is generally not provided when there is a direct benefit to the grantor. Conversely, the proposed easement and associated relocation of two utility poles will not result in any fiscal impact to the City.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

Attachments:

Distribution Easement Overhead and Underground Electric and Communications (PDF)
Temporary Exhibit A (PDF)
Pole satellite view - Temporary Exhibit A (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4206

A Resolution Granting an Electrical Distribution Easement to Wisconsin Electric Power Company (We Energies) Upon the Mequon Nature Preserve Property Located at 8200 West County Line Road

RECITALS

A. The City of Mequon owns land at 8200 West County Line Road adjacent to North Swan Road, which is also known as the Mequon Nature Preserve property.

B. We Energies proposes to move two electrical transmission poles that are in conflict with future roadway plans near the north entrance of the Swan Ridge Farms subdivision.

C. Staff has reviewed the requested We Energies easement and is in agreement with the proposed relocation of the utility poles.

D. The Public Works Committee, at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The City hereby grants the easement to We Energies as proposed and shown on the attached easement documents.
2. The Mayor and appropriate City officials are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk

**DISTRIBUTION EASEMENT
OVERHEAD AND UNDERGROUND
ELECTRIC AND COMMUNICATIONS**

Document Number

WR NO. **5071353** IO NO. **16852**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **CITY OF MEQUON**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land varying in width being a part of Grantor's premises located in the **Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 9 North, Range 21 East**, in the City of Mequon, Ozaukee County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P277
PO BOX 2046
MILWAUKEE, WI 53201-2046

14-033-02-005.00
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and to construct, erect, operate, maintain and replace overhead utility facilities, including a line of poles, together with the necessary conductors, anchors, guy wires, underground cable, pedestals, riser equipment and all other appurtenant equipment above ground, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed by Grantee whenever it decides it is necessary so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

Attachment: Distribution Easement Overhead and Underground Electric and Communications (RESOLUTION 4206 : We Energies Electrical

Grantor:

CITY OF MEQUON

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in _____ County, Wisconsin on _____, _____,

the above named _____, the _____

and _____, the _____

of the CITY OF MEQUON, for the municipal corporation, by its authority, and pursuant to Resolution File

No. _____ adopted by its _____ on _____, _____.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Barb Schaefer on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

Attachment: Distribution Easement Overhead and Underground Electric and Communications (RESOLUTION 4206 : We Energies Electrical



PRELIMINARY

NOT FOR CONSTRUCTION!

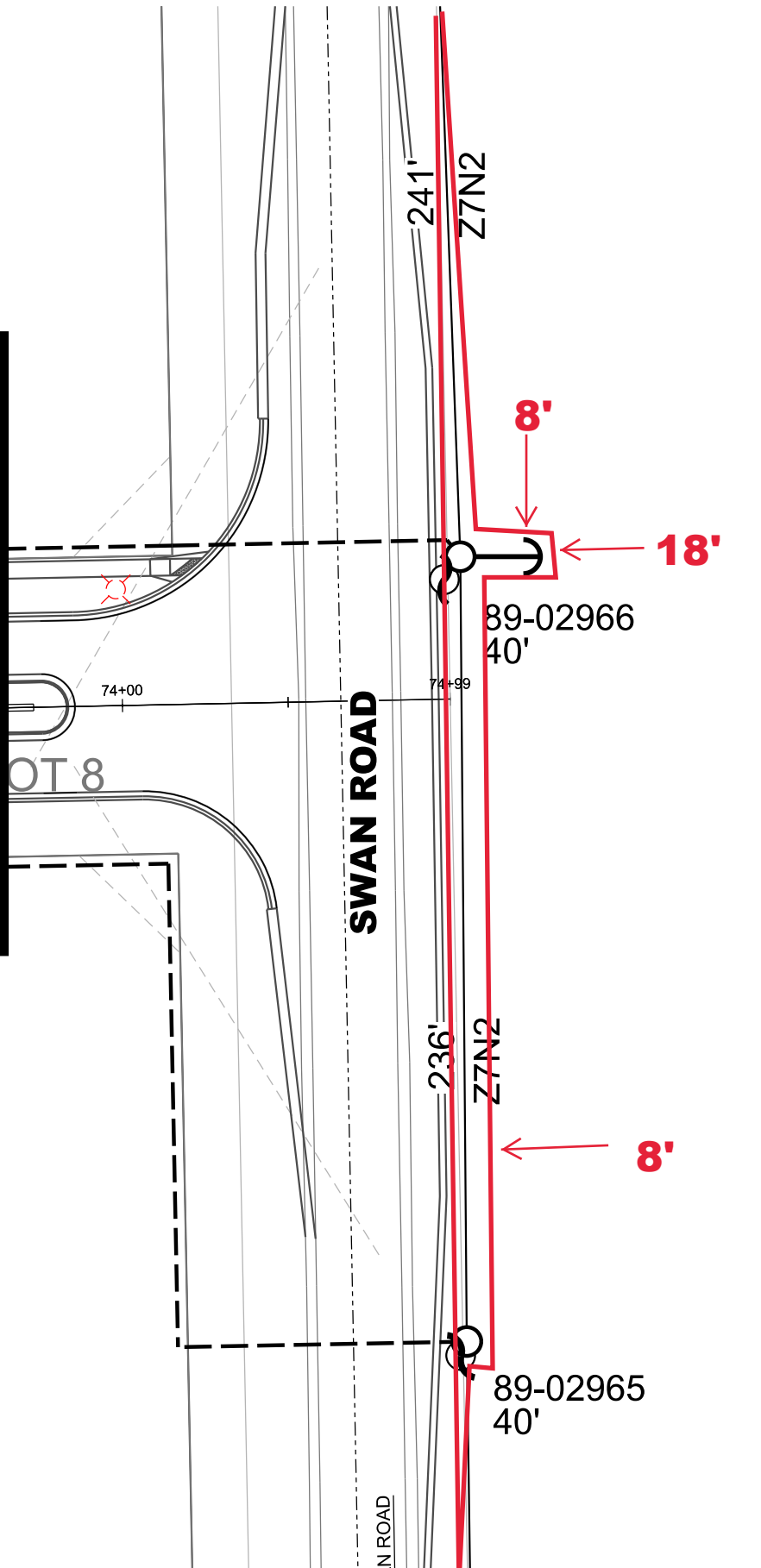
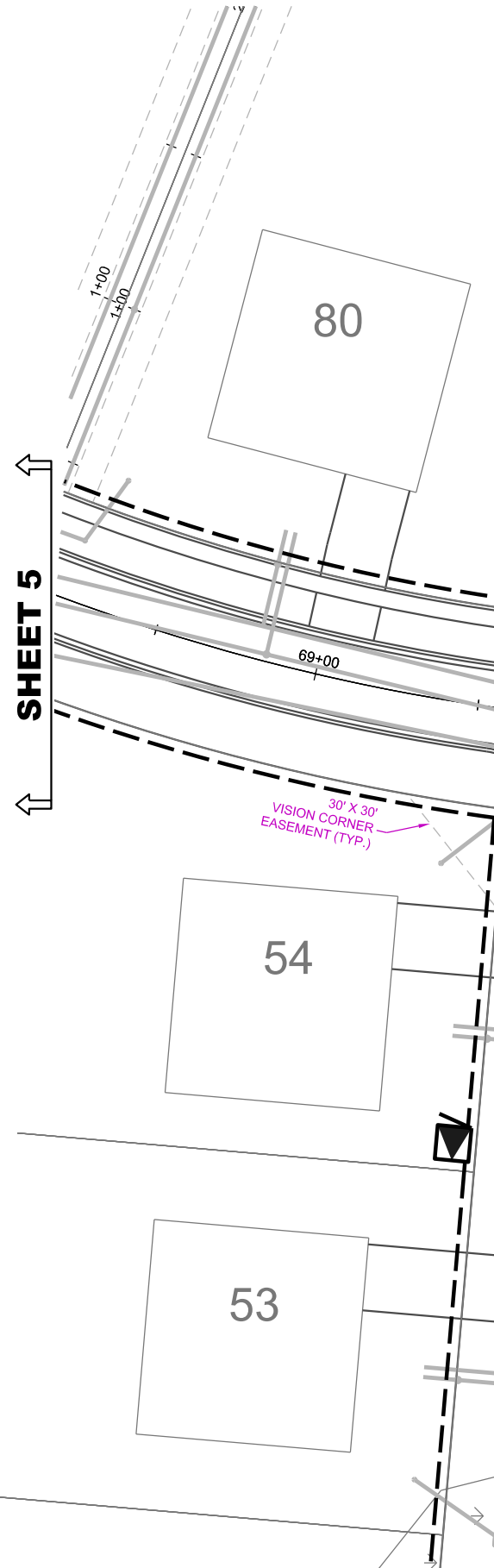


TEMPORARY EXHIBIT A

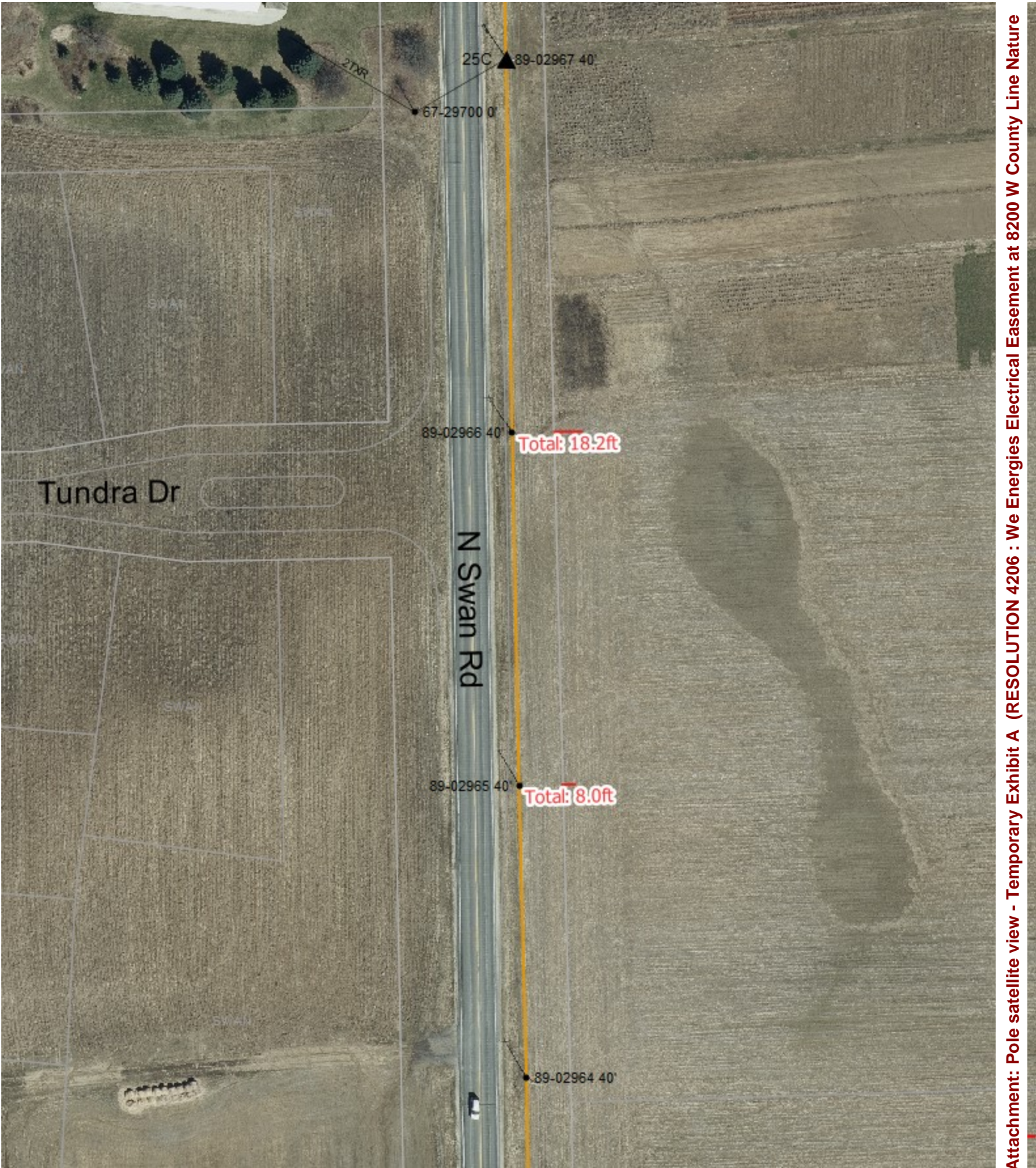
**Easement = strips of land
varying in width**

**City of Mequon
Ozaukee County, Wisconsin
NW&SW of the NE
S33, T9N, R21E**

SHEET 5



Attachment: Temporary Exhibit A (RESOLUTION 4206 : We Energies Electrical Easement at 8200 W County Line Nature Preserve)



Attachment: Pole satellite view - Temporary Exhibit A (RESOLUTION 4206 : We Energies Electrical Easement at 8200 W County Line Nature



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 8, 2025
SUBJECT: RESOLUTION 4205 A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.

Background

Policy Statement 11 Purchasing Policy, Section C. "Contracts for Services" requires Common Council approval for expenditures with a single vendor which exceed \$25,000. This applies to cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

Analysis

Across the Public Works Department within the 2025 fiscal year, staff identified the following vendors anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC - Tree Removal
- Egelhoff's Lawn Mower Service, Inc. - Mowers, Chainsaws, and Other Power Equipment Supplies and Repair
- Ennis Paint, Inc. - Paint & Supplies for Road & Lot Pavement Marking
- Frank D Gillitzer Electric Company Ltd. - Street Light and Traffic Signal Maintenance/Repair, Water and Sewer Utility Work at Booster Pumps and Lift Stations, and Electric Maintenance/Repair at City Buildings
- Lannon Stone Products, Inc. - Aggregate Supplier
- Western Culvert & Supply, Inc. - Driveway and Crossroad Culverts
- Traffic & Parking Control Company, Inc. - Traffic Signal Parts & Repair
- Outdoor Lighting Construction Company, Inc - Traffic Signal Installation & Repair

As noted, the individual projects do not require Common Council authorization, only the approval to exceed \$25,000 with the named vendors.

Fiscal Impact

There is no fiscal impact. Anticipated expenditures will occur within each approved department or division budget. Each individual purchase or service will follow the City of Mequon

Purchasing Policy.

Recommendation

A recommendation is forthcoming from the Public Works Committee on April 8, 2025.

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4205

A Resolution Authorizing the Following Contractors to Exceed \$25,000 in Annualized Expenditures for Work Performed on Behalf of City Departments During Fiscal Year 2025: Branch Out Land Clearing LLC, Egelhoff's Lawn Mower Service Inc., Ennis Paint Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products Inc., Western Culvert & Supply Inc., Traffic & Parking Control Company Inc., and Outdoor Lighting Construction Company, Inc.

RECITALS

A. Policy Statement 11 Purchasing Policy, Section C. Contracts for Services requires Common Council approval for expenditures with a single vendor which exceed \$25,000.

B. This applies to cumulative expenditures across the City, where individual contracts/services do not meet the minimum threshold requiring Common Council approval.

C. Across the Public Works Department within the 2025 fiscal year, staff identified the following vendors, anticipated to exceed \$25,000:

- Branch Out Land Clearing, LLC (Vendor 12644)
- Egelhoff's Lawn Mower Service, Inc. (Vendor 10321)
- Ennis Paint, Inc. (Vendor 12352)
- Frank D Gillitzer Electric Company Ltd. (Vendor 10428)
- Lannon Stone Products, Inc. (Vendor 10625)
- Western Culvert & Supply, Inc. (Vendor 11266)
- Traffic & Parking Control Company, Inc. (Vendor 11151)
- Outdoor Lighting Construction Company, Inc. (Vendor 13593)

D. Each individual purchase or service during the remainder of Fiscal Year 2025 will follow the City of Mequon Purchasing Policy.

E. Public Works Committee approval is forthcoming on April 8, 2025.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin, that staff is authorized to exceed the expenditure limit of \$25,000 during the 2025 Fiscal Year with Branch Out Land Clearing, LLC, Egelhoff's Lawn Mower Service, Inc., Ennis Paint, Inc., Frank D Gillitzer Electric Company Ltd., Lannon Stone Products, Inc., Western Culvert & Supply, Inc., Traffic & Parking Control Company, Inc., and Outdoor Lighting Construction Company, Inc.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



11333 N. Cedarburg Road
 Mequon, WI 53092
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Community Development

TO: Public Works Committee
FROM: Kim Tollefson, Director of Community Development
DATE: April 8, 2025
**SUBJECT: RESOLUTION 4207 A Resolution Approving Award of the FEMA
 Floodplain Letter of Map Change Contract to M Squared Engineering, LLC,
 Cedarburg, Wisconsin, in the Amount of \$75,300**

Background

Last year, the City of Mequon approved Ordinance #2024-1662 which included adoption of 2024 Flood Insurance Rate Maps (FIRM) which went into effect on July 31, 2024. The City was required to adopt the new maps in order to remain in the National Flood Insurance Program. During this process, staff identified several issues related to the modeling that was performed to create the maps including the following:

1. The regulatory flow rate used for the Milwaukee River was significantly higher when compared to the historical data gage at Pioneer Road.
2. The unexplained substantial increase to the Base Flood Elevation along the Milwaukee River between Highland Road and Mequon Road.
3. The large expansion of the Floodway along the Milwaukee River north of County Line Road on both sides of the river.

On October 8, 2024, the Common Council approved a Request for Proposal (RFP) with M Squared Engineering in the amount of \$29,630 to conduct an independent review of the modeling that was completed to create the floodplain maps adopted by the City. The scope of the RFP includes a provision that requires the consultant to prepare a report that documents the findings of the review and make a presentation to the Common Council.

On March 11, 2025, representatives from M Squared presented findings and recommendations from their report to the Common Council Committee of the Whole. The report confirms that the flow rate used for the Milwaukee River in the original modeling was overstated by a factor of two. The consultant also identified several other technical issues with the model which contributed to the increase in the base flood elevation. Based on the recommended changes to the model, they estimate an approximate reduction in the base flood elevation of three feet in some areas. In order for the City and impacted residents to benefit from this reduction, the City would need to pursue a Letter of Map Change which would require DNR and FEMA approval. The consultant estimated this process will take approximately 12-18 months and cost approximately \$75,000. The Committee of the Whole, based on the findings in the report, directed staff to engage with M Squared to develop a scope and contract to initiate the Letter of Map Change process.

Analysis

While it is not possible to determine the exact impact, a reduction in the base flood elevation at levels presented in the report would have a significant impact on properties located along the Milwaukee River. Benefits to a reduced base flood elevation include the following:

- Elimination of the requirement for certain homeowners to retain flood insurance.
- Allowing certain properties to complete improvements to their dwellings without a fiscal limitation.
- Expanding opportunities for development on parcels that are currently restricted.
- Lowering the height required to elevate dwellings to take advantage of Act 175 provisions.
- Increasing the value of properties along the river by removing the flood plain designation.

Staff believes the LOMC process will provide the City with a much more accurate description of the floodplain along the Milwaukee River, and correct errors in the maps that are over twenty years in the making.

Fiscal Impact

As indicated in the attached agreement, the cost of contracting with M Squared Engineering for completion of the Letter of Map change is \$75,300. Currently, there are sufficient funds available in the City's Environmental Remediation Fund (Account #270000-683101 - Environmental Fund and Consultants - General) to cover this cost. While this account exists to satisfy any City-borne obligations resulting from a settlement payment received in the amount of \$873,199 from Monsanto Corporation in 2023, this segregated fund has generated satisfactory interest income over the last two years to adequately cover the cost of this contract as proposed.

Additionally, the Village of Thiensville, which also stands to benefit from the work undertaken in connection with this effort, has agreed to contribute to a share of the overall cost, in an amount proportionate to the Village's overall frontage along the Milwaukee River. In all, this equates to roughly \$5,000 (or 6.5%) of the project's overall cost.

Recommendation

A recommendation from Public Works Committee is forthcoming on April 8, 2025.

Attachments:

Exhibit A: Scope and Contract (PDF)

COMMON COUNCIL
OF THE
CITY OF MEQUON

RESOLUTION 4207

A Resolution Approving Award of the FEMA Floodplain Letter of Map Change Contract to M Squared Engineering, LLC, Cedarburg, Wisconsin, in the Amount of \$75,300

RECITALS

A. The Community Development Department recommends M Squared Engineering (M Squared) as the sole source contractor based on the work done to date related to the scope of work that is necessary to effectuate a Letter of Map Change on behalf of the City of Mequon.

B. Staff has reviewed the M Squared contract for technical and qualitative requirements necessary to achieve a Letter of Map Change and finds it satisfactory.

C. Staff has determined that the contract received is reasonable and that adequate funds are available to accomplish the work, and on that basis has made a recommendation to the Public Works Committee.

D. Adequate funds for the contract costs of \$75,300 are available from the Environmental Fund and Consultants-General #270000-683101.

E. The Committee on Public Works at its meeting on April 8, 2025, approved staff's recommendation.

BASED UPON THE FOREGOING RECITALS, IT IS RESOLVED by the Common Council of the City of Mequon, Wisconsin that:

1. The Contract with M Squared Engineering of Cedarburg, Wisconsin, in the form attached hereto is approved, and awarded subject to any clerical, technical and/or legal changes deemed necessary and appropriate by the City Attorney.

2. The Mayor and the City Clerk are authorized and directed to execute and deliver the same.

Approved by: Andrew Nerbun, Mayor

Date Approved: April 8, 2025

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on April 8, 2025.

Caroline Fochs, City Clerk



March 31, 2025

Mr. Jac Zader, AICP, EDFP, DFM
Assistant Director of Community Development
City of Mequon
Mequon, WI 53092

Re: Request for Design Engineering Services – City of Mequon
FEMA Floodplain Letter of Map Change

Dear Mr. Zader:

Thank you for the opportunity to provide engineering services to the City of Mequon to pursue a FEMA Letter of Map Change (LOMC) within the City of Mequon. As you know, M Squared Engineering is an established engineering firm with over 20 years of experience. We have served clients throughout the Midwest for various FEMA-related hydraulic analyses and permit coordination. We are well-equipped to tackle the needs of this project and deliver it successfully to the City of Mequon. Below is our scope of services and fee for your review and approval.

PROJECT UNDERSTANDING

FEMA has updated the City of Mequon’s floodplain mapping. Based on M Squared Engineering’s prior contract, the City is now requesting pursuit of a LOMC for the Milwaukee River within the City of Mequon limits. Several elements of the work proposed in this contract will be necessary to update the FEMA maps:

1. Approval of new regulatory flow rates used for the Milwaukee River upstream of the gage at Pioneer Road within the City of Mequon.
2. Modifications to the Base Flood Elevation (BFE) on the Milwaukee River, focusing on the section between Highland Road and Mequon Road.
3. Updates and revisions to the floodway for the Milwaukee River between Donges Bay Road and County Line Road based on the above.
4. Modifications to Trinity Creek mapping near the confluence with the Milwaukee River. This includes floodplain boundaries and floodway delineation downstream of the railroad west of the Ozaukee Interurban Trail.

Coordination with WDNR and FEMA will be necessary as part of this effort. Both agencies will have review authority of the work and cooperation with these agencies will be necessary for success of the mapping revisions.

SCHEDULE

M Squared Engineering anticipates a contract award in April 2025.

The proposed work is anticipated to commence by May 1, 2025 pending contract award. Several coordination meetings with WDNR and FEMA will be required during this process. M Squared Engineering does not have control over the length of time to arrange meetings with these agencies or the review time

Attachment: Exhibit A: Scope and Contract (RESOLUTION 4207 : M2 FEMA LOMA)

these agencies may take during the LOMC process. We will work diligently to continue our work on this as efficiently as possible.

SCOPE OF SERVICES

This proposal includes the following Services/Tasks:

1. Obtain Relevant and Regulatory Floodplain Data.

- a) **Current and Previous Maps:** Several of the H&H models, new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) reports, and topographic data were collected during the prior contract. However, additional information from the Ozaukee County Milwaukee River modeling will be necessary to address the starting water surface elevation concerns at the county line. No additional field surveying is anticipated as part of this contract. *Should WDNR or FEMA require additional field survey or site visits, that would be considered out of the scope of this contract and provided as an additional service. Any fees associated with model requests through FEMA will be the responsibility of the City of Mequon.*
- b) **Additional Data:** Besides the information in **a)** above, no additional data is anticipated. *Should WDNR or FEMA require additional high-resolution topographic maps, historical flood data, and any other digital technical documentation required to create the new map, this would be considered out of the scope of this contract and provided as an additional service.*
- c) **GIS Data:** Besides the documents in **a)** above, no additional data is anticipated. *Should WDNR or FEMA require additional GIS data related to this project, it is assumed that these would be created or acquired by the City.*

2. Hydrologic Flow Changes Process

- a) **Hydrologic flow changes to the FIS Report and Regulatory Model:** Coordination with WDNR and preparation of supporting hydrologic data in a format suitable to WDNR to make hydrologic flow rate changes along the Milwaukee River will be required. This data was initially prepared and reviewed in the prior contract, therefore, this effort will focus on presenting a report and supporting documentation to WDNR. No hydrologic changes are anticipated on Trinity Creek. An in-person meeting will be held with WDNR and City of Mequon as a pre-submittal discussion to review the technical merits of the proposed flows as well as other technical considerations for the upcoming submittal.
- b) **Revise Model Inputs:** Update the hydrologic flow rates within the hydraulic regulatory models for the Milwaukee River based on coordination and approval with WDNR.

3. Regulatory Hydraulic Modeling Changes Process

- a) **Prepare the Duplicate Effective Model:** This includes presenting a duplicate model of the current regulatory model to show that it matches the FEMA mapping results.
- b) **Prepare the Corrected Effective Model:** Corrections to the effective model are all that is anticipated as there are no proposed man-made changes or improvements to the model. It is assumed that there will not be a proposed conditions model or a modified existing conditions model required. This effort is solely based on better available data and updates as follows:

- Changes to the regulatory flows and flow change locations within the watershed for the Milwaukee River
 - Extending the Milwaukee River downstream a sufficient distance to obtain an accurate water surface elevation that ties in with the Ozaukee County Milwaukee River model by computation instead of forcing a known starting water surface elevation.
 - Modifications to the n-values as discussed in the prior M Squared Engineering contract.
 - Modifications to the ineffective flows as discussed in the prior M Squared Engineering contract.
- c) **Prepare the Floodway Model:** Revise the HEC-RAS floodway model for the Milwaukee River segments noted in the Project Understanding above and as noted in the prior contract with M Squared Engineering. The floodway encroachments will meet the WDNR requirements as well as FEMA requirements following the FEMA floodway encroachment methodologies.
- d) **Review Model by WDNR:** Submittal and coordination with WDNR for review of the changes to the regulatory HEC-RAS modeling efforts above.
- e) **Review Model by FEMA:** Upon successful acceptance by WDNR, submittal and coordination with FEMA for review of the changes to the regulatory HEC-RAS modeling efforts above. *We do not anticipate fees being required by FEMA at this time, however, should they be required, fees associated with the FEMA submittal will be the responsibility of the City of Mequon and are not included in the fees for this contract.*

4. Mapping Process

- a) **Revise the FIS Report:** Revise the FIS with a focus on the Milwaukee River segments noted in the Project Understanding above. This includes floodway information tables, Milwaukee River flood profiles, and regulatory flows.
- b) **Revise Effective Floodplain Maps:** Prepare the necessary documents for a LOMC. This includes the following:
- Prepare a topographic work map in accordance with FEMA requirements. Note that no new survey data is anticipated, but this is FEMA nomenclature. This further includes:
 - Updated floodplain limits,
 - Revised floodway limits,
 - Planimetric Cross section locations and water surface elevations, and
 - Electronic files as necessary in support of the above.
 - Notification of affected residents as required by the CFR requirements.
 - Prepare the necessary MT-2 forms as required by FEMA.
 - Assistance and participation in any public comment period required by FEMA for the LOMC. Approximately, 24 hours have been allocated to this effort. *Should there be a demand for additional work in addition to this, the work will be invoiced at an hourly rate based on our standard current M Squared rates outside of this contract. This additional work will be pre-approved by the City of Mequon prior to performance of said work.*

PROJECT COSTS AND TIMELINE

We propose to provide the above scope of services for the Lump Sum Fee of \$75,300.

If the Notice to Proceed is issued April 2025, the timeline to complete the work is no later than February 2027. This accommodates any potential delays as noted above under SCHEDULE.

OWNER'S RESPONSIBILITY

- Provide all data under Task 1 and any other data requested.
- Provide access to all sites, if necessary.

ADDITIONAL LEVEL OF EFFORT / FEES

The following services are not included in the Scope of Services and may be added to the contract as needed:

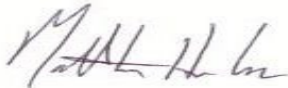
- a) Field survey to verify elevations.
- b) Additional areas not discussed under the Project Understanding.
- c) Additional Public and Stakeholder Meetings.
- d) Developing or creating new Hydrologic and Hydraulic models beyond those identified above.
- e) Excessive coordination with WDNR or FEMA outside of the normal, anticipated coordination is considered outside of the scope of this contract. Historically, we have seen conflicting directives from WDNR and FEMA requiring extensive time and effort beyond the normal and anticipated scope as defined in this contract. The current scope includes one (1) in-person meeting with WDNR, one (1) follow up virtual meeting with WDNR, and one (1) virtual meeting with FEMA. Additional meetings with these agencies would be considered out of scope.
- f) Any large format exhibits or large report printing required for meetings or client/agency submissions will be invoiced at our direct costs.

TERM OF ENGINEERS SERVICES

We welcome this opportunity to provide you with our floodplain review services. Please review this Proposal/Agreement and the enclosed General Terms and Conditions. If the Proposal/Agreement is acceptable, please sign, date, and return it to our office. This proposal is valid for twenty (20) days. Should you have any questions, please contact me at (262) 376-4246.

Respectfully,

M SQUARED ENGINEERING



Matthew Hahm | Principal Engineer
M Squared Engineering, LLC
Matt@MSquaredEngineering.com

Jac Zader, AICP, EDFP, DFM Date
Assistant Director of Community Development

Enclosure: *General Terms and Conditions*

Attachment: Exhibit A: Scope and Contract (RESOLUTION 4207 : M2 FEMA LOMA)

M SQUARED ENGINEERING, LLC

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are attached to and are incorporated into the Proposal/Agreement (the Proposal /Agreement") dated **March 31, 2025**, by and between **M Squared Engineering, LLC** and the **City of Mequon** (hereafter called "Client").

1. **COMPLIANCE WITH LAWS:** M Squared Engineering, LLC (Engineer) will strive to exercise usual and customary professional care in its efforts to comply with those laws, codes, ordinances, and regulations relating to Engineer's services, which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation, and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. Therefore, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Client and Engineer each shall designate one or more persons to act with authority on its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

3. **STANDARD OF PRACTICE:** Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty, guarantee, or success of the Project is included or intended in this Agreement or in any report, opinion, document, or otherwise.

4. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, Engineer, consultant, Contractor, or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement, or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

5. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

6. **GOVERNING LAW:** This Agreement and the parties'

performance shall be governed by and construed in accordance with the laws of the State of Wisconsin and such other laws as may apply pursuant to Item 1 of these General Terms and Conditions.

7. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the Project. Client further agrees that decisions concerning types and amounts of insurance are specific to the Project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client will provide information concerning its design objectives, constraints, and criteria at its own expense. Designer is entitled to rely on the accuracy and completeness of information provided by Client for use by Designer.

8. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy,

General Terms and Conditions

completeness, and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

9. **DOCUMENTS DELIVERED TO Client:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising there from or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's Agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other Projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other Project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

11. **RELATIONSHIP BETWEEN ENGINEER AND Client:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

12. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; provided, however, that Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

13. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

14. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

15. **TERMINATION:** This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead, and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

16. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

General Terms and Conditions

17. **RELATIONSHIP TO PROPOSAL/AGREEMENT:** This Agreement, together with the Proposal/Agreement it is incorporated into, represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants, or understandings of any kind, matter, or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement and the Proposal/Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement. Should any term or provision of these General Terms and Conditions be inconsistent with, or conflict with, the Proposal/Agreement, the term or provision of the Proposal/Agreement shall control.

18. **PAYMENT:** Each Project will be assigned a Project number. Itemized invoices will be issued periodically, as indicated in the Proposal/Agreement or as Engineer otherwise determines by written notice to Client. Payment shall be due within 15 days of the date of the invoice or at such intervals as Engineer determines by written notice to Client. Amounts not paid when due will bear interest at the rate of 1.5% per month. Client further agrees to pay all reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Engineer in endeavoring to collect any amounts payable hereunder which are not paid when due. Payments due Engineer are not contingent upon Project approval or Project financing and are the sole responsibility of the Client.

In the event of Client's Failure to pay an invoice of Engineer within thirty (30) days from the date of the invoice or as otherwise specified, Engineer may, in addition to any other remedies it may have, in its sole discretion, suspend or stop all work on the Project without liability for partially ("half-done") work. Client will reimburse Engineer for all associated costs as previously set forth in Item 14 of this Agreement. Engineer shall have no liability whatsoever to the Client for any costs or damages incurred as a result of such suspension caused by non-payment or any other breach of this Agreement by the Client.

19. **GENERAL INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless M Squared Engineering, LLC (and its members, employees, affiliates, successors and assigns) from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the Project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the applicable policy limits of Contractor's insurance policies. Such causes include but are not limited to the Engineer's negligence, errors, omissions, strict liability, or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality Client or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality Client or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead, and fee) incident to any effort by Engineer toward assisting Client in such access, permits, or approvals, if Engineer performs such services.

23. **WAIVER OF CONTRACT BREACH:** The waiver by one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof must be in writing, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase,

General Terms and Conditions

Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

25. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

26. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the Project until Client retains appropriate specialist consultant(s) or Contractor (s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

27. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

28. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which

Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

29. **DESIGN CONTINGENCY RESERVE:** The Client and Designer acknowledge that changes may be required because of possible omissions, ambiguities, or inconsistencies in the plans and specifications and, therefore, that the costs of the Project may exceed the initial construction contract sum. The Client and Designer will determine, before the start of construction, a reasonable design contingency reserve to be used, as required, to pay for any such increased Project costs. The Client further agrees to make no claim against Designer or Designer's subconsultants with respect to any payments within the limit of the design contingency reserve.

30. **WAIVER OF CONSEQUENTIAL DAMAGES:** The Designer and Client waive consequential damages, including lost profits, lost revenues, loss of use and loss of reputation, for claims relating to this Agreement. This mutual waiver is applicable to consequential damages arising from the parties' indemnification obligations.

31. **ADDITIONAL SERVICES:** If the Client requests or the Project requires services outside the scope of work described in the proposal, Designer will notify the Client and obtain its consent before starting the Additional Services. Compensation for Additional Services will be agreed in writing before the services are begun. Client agrees that time spent on changes to the work after approval by Client's authorized representative or a government authority is an Additional Service.

END OF GENERAL TERMS AND CONDITIONS

Attachment: Exhibit A: Scope and Contract (RESOLUTION 4207 : M2 FEMA LOMA)



11333 N. Cedarburg Road
 Mequon, WI 53092-1930
 Phone: 262-236-2913
 Fax: 262-242-9655

www.cityofmequonwi.gov

Office of Engineering

TO: Public Works Committee
FROM: Jeremy Dandy, Engineering Technician
DATE: April 8, 2025
SUBJECT: Annual Road Program Discussion for Improvements at Lake Shore Drive from Zedler Lane to Mequon Road and Mequon Road East of I-43

Background

The stretch of Lake Shore Drive from Zedler Lane to Mequon Road and Mequon Road from Lake Shore Drive to I-43 are being considered for future road projects. These locations have been the subject of conversation to include better pedestrian and bicycle access among residents and staff. These sections of road are being considered for construction in the years 2026 and 2027 or later.

Analysis

In past years, City staff held meetings to discuss the future road improvements for Lake Shore Drive and Mequon Road. Today, staff has included these areas on the 5-Year plan for potential reconstruction in 2026 (Zedler Lane to North Pointe Road) and 2027 (North Pointe Road to I-43), see attached map. Also, in 2024, the City approved a bikeway study which has since been completed. This report identified the opportunity for 5-foot paved shoulders and an optional 8-foot side path.

Lake Shore Drive

Zedler Lane connects an off-road path from Bayside along Port Washington Road to Lake Shore Drive. Lake Shore Drive is recommended in the Bike and Pedestrian Master Plan to include 5-foot paved shoulders and an optional 8-foot side path.

Currently, Zedler Road west of Otto Road has 4-foot paved shoulders. East of Otto Road, there is a 1 to 2-foot paved shoulder. This portion is included in the project scope for 2025 to continue the 4-foot paved shoulder to Lake Shore Drive as noted at the January 25, 2025, Public Works Committee meeting. This will better accommodate the planned future section on Lake Shore Drive and Mequon Road to I-43.

Staff intend to hold public involvement meetings (PIM) for upcoming road projects on Lake Shore Drive and Mequon Road (east of I-43) based on the bikeway study recommendations and impact level. Email contact lists will be generated for project-specific updates and meetings. Residents will be notified of this option on postcard mailings and at the public involvement meetings.

Staff is anticipating the below timeline.

Schedule

April 16, 2025	PIM - 2025 Road Program pre-construction and Lake Shore Drive/Mequon Road initial discussion - notice by postcard mailer
May/June 2025	Lake Shore Drive PIM - Collect data with resident input for improvement preferences using cross section options to include 5-foot paved shoulders, side path, and ROW impacts for drainage and trees - notice by postcard/letter mailer and email list
June/July 2025	RFP design scope - Design Lake Shore Dr and Mequon Rd (determine point of project separation, 2 year process
July/August 2025	Design services contract award
September 2025	Plan development - PIM to present 60% plans
December 2025	Design Completion
January 2026	Issue 2026 construction contract for bid - Separate into 2 years 2026/2027, separate contract for each year
Spring 2026	2026 construction contract award

Fiscal Impact

The balance of the 2025-2027 borrowing during the years of 2026 and 2027 are anticipated to be utilized for the reconstruction of these areas. Estimates for this work will be available once the area has been designed. Staff are recommending that these areas be designed using a consultant based on the size of the project scope. An RFP will be released once data collection has been completed, ensuring that resident input and bikeway recommendations are considered. After a consultant has completed design and provided quantities, the information will be brought before Public Works for consideration and later included in a public bid to be awarded for construction.

Recommendation

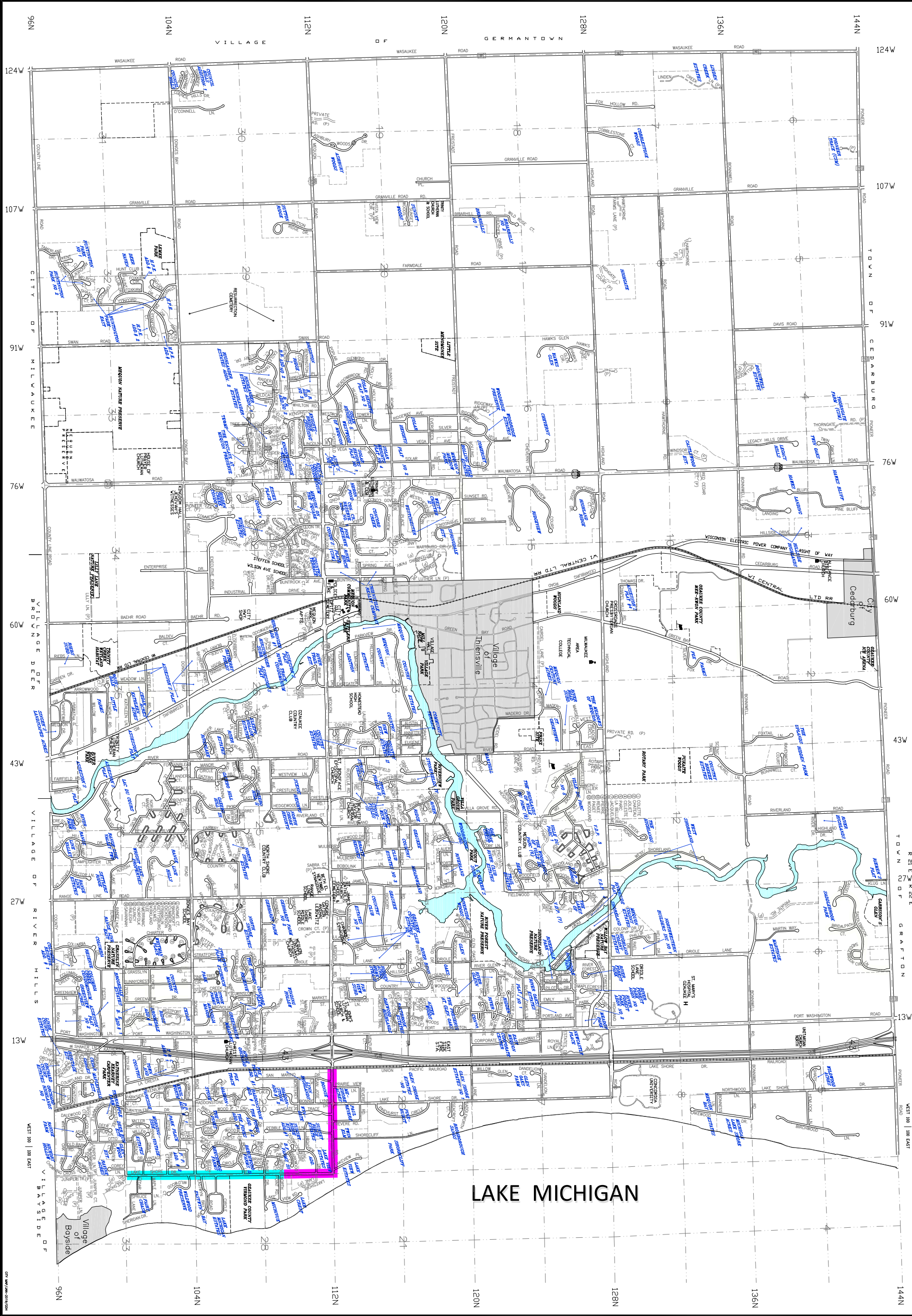
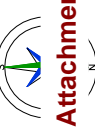
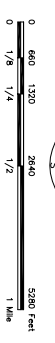
Staff are providing this overview as an informational item and are seeking additional input on how information from residents could be collected to determine what improvements would best suit the residents of Mequon on Lake Shore Drive and Mequon Road.

Attachments:

3098_Lake Shore Drive and Mequon Road (PDF)

2027 ROAD IMPROVEMENTS

2026 and 2027 Improvements





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Office of Public Works

TO: Public Works Committee
FROM: Tim Weyker, Deputy Director of Public Works
DATE: April 8, 2025
SUBJECT: Discussion Item - Highlight on Highways

Background

As we proceed in 2025, Department of Public Works (DPW) staff is scheduling mini workshops/discussions with the Public Works Committee highlighting one division at a time, held in conjunction with the regularly scheduled Public Works Committee monthly meetings. These discussions are an opportunity for the committee members to learn more about each individual division and get to know the DPW superintendents in charge of each division. Topics such as staffing & operations, facilities, and budgets (both Operations & Maintenance (O&M) and Capital accounts) will be presented. Information from these mini workshops can be incorporated into annual departmental reports and used for annual budgetary input.

The first mini workshop that was held in January was the Fleet Division discussion. The second mini workshop held in February was the Focus on Facilities.

April's discussion is a "**Highlight on Highways**" focusing on the Highway Division.

Analysis

The following is an overview of the overall Department structure as it relates to the primary functions, staffing, and budget relating to each division of Public Works:

- **Fleet Division** - Responsible for the procurement, maintenance and fuel needs of the City's motorized fleet as well as support equipment such as pumps, compressors, generators and tools. All police, fire, ambulance, rescue, and public works equipment are maintained by this division.
 - Superintendent/Chief Mechanic, Vacant
 - 2 Mechanics
 - O&M Budget - Fleet Maintenance
 - Capital Budget - 10359 DPW Vehicles & Equipment \$270K
 - Capital Budget - 10360 DPW Vehicles - Leased \$80K
- **Building Maintenance Division** - Responsible for the infrastructure of 10 community owned buildings. Provide electrical, mechanical, and physical plant maintenance services with the staff and budgets shown below.
 - Superintendent, Justin Bodoh

- 2 Buildings Maintenance Workers
 - O&M Budget - Buildings & Maintenance
 - O&M Budget - Pool
 - Capital Budget - 12015 City Wide Building Repairs \$175K
 - Capital Budget - 10037 Swimming Pool Equipment \$125K

- **Highway Division** - Primary responsibility is the maintenance of 210 miles of local streets. The division is responsible for maintaining traffic signals, signage, storm drainage, road pavements, pavement markings, snow and ice control and right of way vegetation maintenance.
 - Superintendent, Rich Haczynski
 - 4 Section Foremen
 - 4 Equipment Operators
 - 4 Highway Workers
 - 1 Highway/Parks Worker
 - O&M Budget - Highway

- **Parks Division** - Responsible for the maintenance of all city parks, including ball diamonds, football fields, soccer fields and picnic areas.
 - Parks/Forestry Superintendent (Vacant)
 - 2 Parks Workers
 - 1 Highway/Parks Worker
 - O&M Budget - Parks
 - Capital Budget - 10474 Parks Planning & Improvement \$77K

- **Forestry Division** - The City's urban forest is managed by the Forestry Division/City Forester.
 - Parks/Forestry Superintendent (Vacant)
 - 2 Forestry Workers
 - O&M Budget - Forestry
 - Capital Budget - 10062 Urban Forestry \$5K
 - Capital Budget - 10070 Emerald Ash Borer \$70K

- **Engineering Division** - The Engineering Division administers all consultant contracts for City capital improvement projects, infrastructure, facilities, and associated studies/analysis, as well as all construction contracts for City capital improvement projects, infrastructure, utilities and facilities.
 - Assistant City Engineer, Cole McCraw
 - 2 Engineering Technicians
 - 1/2 FTE Engineering/Sewer Field Coordinator
 - O&M Budget Engineering
 - Capital Budget - 10001 Right of Way Assets \$Borrowing

- Capital Budget - 10003 Annual Road Maintenance \$350K

Fiscal Impact

O&M Budget

Staff had identified \$81,747 needed in compulsory increases in the 2025 operating budget for the Highway Division, however these compulsory increases were not funded. In looking at the 2025 O&M budget for the Highway Division compared to 2024, the most notable changes are the reductions in funding for the following accounts:

- -\$5,820 Works Supplies - Snow & Ice (road salt, de-icing chemicals, treated sand, etc.)
- -\$500 Rentals (account had seldom been used)

In not funding the compulsory increases, there is a projected budget shortfall in the following accounts:

- -\$5,367 Work Supplies - Signs & Striping (street signs, regulatory signs, road paint, etc.)
- -\$13,000 Contracted Services - General (Curb & Gutter & Inlet Repair, Asphalt Patching, Weather Subscription, Nuisance Grass Cutting Private Property, Utility Locating Services, Recycling Fees, Contracted Tree Removal, CKD Deer Removal)
- -\$1,575 Contracted Services - Maintenance (Sidewalk Maintenance to Meet ADA Requirements, Emergency Siren Maintenance, Survey Equipment Maintenance - Highway, Traffic Signal Preventative Maintenance)

To address the projected shortfalls, we will do less work on curb & gutter and inlet repair, sidewalk maintenance, and road striping. We are considering canceling our weather subscription but have not decided as that is a useful tool when fighting winter snowstorms.

We will do other needed work such as asphalt patching & concrete work in the house to save on contracted services but will not get the quantity of repairs done as we typically get when hiring a specialized contractor. We are in the process of negotiating a change to the locating costs of our own traffic signal and streetlight electrical systems that may save us some money as well if we can implement it in 2025.

The other area that is likely to go over budget is the Highway Division's Maintenance and Repair (M&R) account. This is the account budgeted at \$8,750 used primarily to repair streetlights, traffic signals, and our brine-making system. The M&R expenditure is difficult to estimate since the failures needing repair have not occurred yet, but based on the past three years, the account has consistently gone over budget by approximately \$11,000. At the time of this memo, actual expenditures are \$2,595 with an authorized traffic signal repair of \$4,430 in process, bringing the total to \$7,025, or 80% of this account budget spent by early March.

Capital Budget is the Right-of-way Assets Account

The capital budget most closely associated with the Highway Division is the Right-of-way Assets Account, which is used to repair & replace roadways in Mequon. The Right-of-way

Asset Account is mostly managed by the Engineering Division through administration of the Annual Road Program contracts. The Highway Division gets involved with some culvert replacement, shouldering, sign replacement, and striping aspects of the Annual Road Program.

Recommendation

Discussion only. There is no recommendation for action.



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Office of Engineering

TO: Public Works Committee
FROM: Kristen Lundeen, Director of Public Works/City Engineer
DATE: April 8, 2025
SUBJECT: Public Works Work Plan (4.8.25)

Attached for the Board's review is a copy of the final work plan for 2025.

Attachments:

2025 Work Plan (4.8.25) (PDF)

**Public Works Committee
2025 Work Plan (April 8, 2025)**

Month	Agenda Topics
April	<ul style="list-style-type: none"> • Resolution: Cracksealing Contract Award • Resolution: Road Improvements Contract Award • Resolution: GSB-88 Contract Award • Resolution: Road Patching Contract Rejection • Resolution: We Energies Easement Adjacent to Swan Road (Mequon Nature Preserve) • Resolution: Authorization of Various Vendors in Excess of \$25,000 • Discussion: Lake Shore Drive Road Program Public Information Approach/Schedule • Discussion: Highlight on Highways
May	<ul style="list-style-type: none"> • <i>Tentative:</i> Resolution: M-T Trails Right-of-Way Agreement Amendment • <i>Tentative:</i> Discussion: WisDOT Mequon Road East Project/City Corridor Requests
October	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Enterprise Lease Annual Report
November	<ul style="list-style-type: none"> • <i>Tentative:</i> Discussion: Road Program Recap

Future Agenda Topics

- DPW Division Annual Report Presentations
- Drainage CIP Prioritization
- Policy language for structures (i.e. Little Free Library) within the building setback

2025 Completed Items:

<ul style="list-style-type: none"> • Focus on Fleet • 2025 Road Program Overview • Resolution: City Facilities Cleaning Contract • Focus on Facilities • Resolution: Approval of Bicycle and Pedestrian Comprehensive Plan • Resolution: HVAC Preventative Maintenance Contract • Resolution: Fee Schedule Amendment • Resolution: Contract Award for Preemption at Weston Dr/Mequon Rd • Resolution: Authorization of Inspection Contracts with Various Consultants in Excess of \$25,000 	
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Attachment: 2025 Work Plan (4.8.25) (10226 : Public Works Work Plan (4.8.25))