



11333 N. Cedarburg Road  
Mequon, WI 53092-1930  
Phone: 262/242-3100

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Sewer Utility District Commission  
Taped and Televised

**SEWER UTILITY DISTRICT COMMISSION**  
**Regular Meeting**  
**Tuesday, May 12, 2026 - 7:15 PM**  
**Or Immediately Following the Committee of the Whole Meeting**  
**Christine Nuernberg Hall**

**Agenda**

- 1) Call to Order and Roll Call**
- 2) Approval of Meeting Minutes**
  - a) Meeting minutes of April 14, 2026
- 3) Resolutions**
  - a) **RESOLUTION 4291** - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts
- 4) Adjourn**

DATED: May 7, 2026

/s/ Andrew Nerbun, Mayor

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 accommodation 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 City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM.



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**Regular Meeting**  
**Tuesday, April 14, 2026 - 7:15 PM**  
**Or Immediately Following the Committee of the Whole Meeting**  
**Christine Nuernberg Hall**

**Minutes**

**1) Call to Order and Roll Call**

The meeting was called to order by Mayor Nerbun at 8:17 p.m.

**Present:**

Commissioner Andrew Nerbun  
Commissioner Robert Strzelczyk  
Commissioner Kelly Tolocko (attended virtually)  
Commissioner Dale Mayr  
Commissioner Jeffrey Hansher  
Commissioner Gregg Bach  
Commissioner Brian Parrish  
Commissioner Peter Bratt  
Commissioner William Gebhardt

**Also present:** City Administrator William Jones, Assistant City Administrator Jessica Wolff, City Attorney Brian Sajdak, City Clerk Caroline Fochs, City Engineer Kristen Lundeen

**2) Approval of Meeting Minutes**

a) Meeting minutes of March 10, 2026

<b>MOTION:</b>	Approval of March 10, 2026 Minutes
<b>MOVER:</b>	Commissioner Robert Strzelczyk
<b>SECONDER:</b>	Commissioner Jeffrey Hansher
<b>AYES:</b>	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk,

	Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

### 3) Resolutions

- a) **RESOLUTION 4285** - A Resolution Approving Award of a Contract for the Construction of Lift Station R and Lift Station U Improvements to Sabel Mechanical LLC of Fond du Lac, Wisconsin in the Amount of \$175,600, with Authorization to Award the Contract to Mid City Corporation of Butler, Wisconsin in the Amount of \$232,500 if the Initial Contract Award is not Executed

<b>MOTION:</b>	Approval of Resolution 4285
<b>MOVER:</b>	Commissioner William Gebhardt
<b>SECONDER:</b>	Commissioner Peter Bratt
<b>AYES:</b>	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

### 4) Adjourn

Motion to adjourn at 8:19 p.m.

<b>MOTION:</b>	Adjourn
<b>MOVER:</b>	Commissioner Dale Mayr
<b>SECONDER:</b>	Commissioner Brian Parrish
<b>AYES:</b>	Commissioner Andrew Nerbun, Commissioner Robert Strzelczyk, Commissioner Kelly Tolocko, Commissioner Dale Mayr, Commissioner Jeffrey Hansher, Commissioner Gregg Bach, Commissioner Brian Parrish, Commissioner Peter Bratt, Commissioner William Gebhardt
<b>NAYS:</b>	None
<b>RESULT:</b>	Approved by Voice Acclamation [Unanimous]

Respectfully Submitted,  
Kaitlynn Honeck  
DPW Administrative Assistant



11333 N. Cedarburg Road  
Mequon, WI 53092-1930  
Phone: 262/236-2914  
Fax: 262/242-9655

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Sewer

**TO: Sewer Utility District Commission**  
**FROM: Kristen Lundeen, Director Public Works/City Engineer**  
**DATE: May 12, 2026**  
**SUBJECT: RESOLUTION 4291 - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts**

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### **Background**

In spring 2020, the Sewer Utility District Commission (SUDC) authorized a condition assessment for the sanitary lift station along Ranch Road, located west of Oriole Lane, which is commonly referred to as Lift Station E (LS E). This assessment report was finalized in January 2021 with the recommendation to replace the station. Subsequently, the Sewer Utility initiated a site selection process that resulted in a Common Council authorized resolution identifying and authorizing negotiations for easement or property acquisition on 8 parcels, including 2010 Ranch Road.

On March 1, 2024, City staff and the design team learned that the property at 2010 Ranch Road was available for purchase. The property is the ideal location for the new lift station, as it is immediately adjacent to the existing lift station. Reconstruction of the lift station at 2010 Ranch Road would not only reduce the project cost, but it would also minimize disruption during construction and reduce the number of newly impacted property owners. At the March 12, 2024, meeting, the Common Council authorized **Resolution 4109 - A Resolution Declaring the Necessity and Establishing the Relocation Order for the Relocation and Reconstruction of Sanitary Sewer Lift Station E and Authorizing the Purchase of the Property at 2010 West Ranch Road**. The purchase was followed by the designation of 2010 West Ranch Road as the location for the new lift station.

Subsequent to those legislative items, the following project efforts and approvals have been completed:

- Geotechnical field evaluation
- Wetland delineation

- Pre-demolition testing for lead and asbestos. Any material requiring abatement or special disposal will be addressed prior to demolition.
- Tree survey
- Neighborhood meeting
- Planning Commission approval of the conditional use grant and the building and site plan
- "Save the Perennials Day" for residents to preserve and relocate perennials prior to home demolition and lift station construction
- MMSD Approval
- WDNR Approval: Wetland Disturbance and Sewerage System Improvement plan approval
- Easement and covenant negotiations with the adjacent River Bend Homeowners' Association (HOA)

Supporting documents and project history are available on the project website at: <https://www.cityofmequonwi.gov/publicworks/page/lift-station-e-ranch-road-reconstruction>.

**Analysis**

The project was advertised for bid starting in February, noticed in the City's official paper and a pre-bid meeting was held on site. Ultimately, the City received three bids:

<b>Bidding Contractor</b>	<b>Total Base Bid</b>
Staab Construction Corp.	\$9,723,000
Mid City Corporation	\$9,988,600
Rohde Brothers, Inc.	\$11,486,400

Applied Technologies, Incorporated (ATI), the City's Design Engineer for the project, has evaluated the bids and recommends award to Staab Construction Corporation (see attached recommendation letter). As is standard with most City construction projects, staff recommends that the award authorize a contingency in addition to the bid award amount, to address change orders associated with standard project costs. Given the size and duration of the project, staff is requesting authorization of a 10% contingency, authorizing a total of \$10,695,300 to Staab Construction Corp.

In addition to the bid award for the lift station replacement, staff is recommending award of a Construction Related Services and Construction Observation contract to ATI. Pending approval, ATI will provide daily inspection of the project, general project management, contract administration, development of an Operation and Maintenance Manual, and oversee project start-up, including all WDNR submittals. Please see the attached proposal for details. Given the current Utility Manager vacancy, this contract is vital to ensuring successful implementation of the project as proposed.

The total engineering fee is listed as \$738,700. As construction observation is billed on a time-and-materials basis, staff is requesting authorization of a 10% contingency on this contract as

well for a total value of \$812,570.

Award of the project is also contingent upon resolution of negotiations with the River Bend Homeowners' Association (HOA) for the acquisition of an expanded easement and amendment to the covenants. The City Attorney has been actively communicating with the HOA to resolve terms and conditions for executing the legal documents, and an update on the successful resolution of these concerns was provided to the Common Council at their last meeting on April 21, 2026. As indicated, the resolution requires that the appropriate documents be executed prior to the subsequent execution of these subject contracts.

**Fiscal Impact**

The Sewer Utility has allocated several fiscal years of capital funding to this project. The project was originally budgeted across three separate capital accounts, taking a literal budgeting approach for the gravity sewer, force main and lift station. However, the project was bid without a distinction for those bid items. Therefore, the resolution includes an associated budget transfer so that all funds reside in the lift station account, and all invoicing will be processed from that account.

Notably, the anticipated timeframe for project construction spans two fiscal years. Therefore, it is anticipated that Fiscal Year 2027 capital funding will be used to supplement the overall project cost. ATI provided an anticipated spending structure for the base contract pricing, as follows:

	<b>2026</b>	<b>2027</b>
Staab	\$3,700,000	\$6,023,000
ATI	\$380,000	\$358,700
Total	\$4,080,000	\$6,381,700

The Sewer Utility successfully self-funded this project and will not require debt financing. The FY2027 budget process will include a review of the Sewer Utility rate policy with the spend down of these capital accounts.

**Recommendation**

A recommendation is forthcoming from the Sewer Utility District Commission on May 12, 2026.

Attachments:

Mequon LS-E Bid Evaluation Letter, Mequon LS-E CRS Proposal

COMMON COUNCIL  
OF THE  
CITY OF MEQUON

RESOLUTION - 4291

**RESOLUTION 4291** - A Resolution Approving Award of the Following Items: A) A Contract for the Replacement of Lift Station E to Staab Construction Co., Inc. of Marshfield, Wisconsin in the Amount of \$10,695,300; B) A Contract for Construction Related Services to Applied Technologies, Inc. of Brookfield, Wisconsin in the Amount of \$812,570; and C) the Reallocation of \$750,0000 in Capital Funding Amongst the City of Mequon's Sewer Utility Capital Accounts

**RECITALS**

- A. The City of Mequon Sewer Utility has advertised and received bids for the Lift Station E Replacement 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 Sewer Utility District Commission.
- D. Pending reallocation of existing capital funding and allocation of Fiscal Year 2027 capital funding, adequate funds for these contracts are available from the Capital Project - 0669, Lift Station (740002) account.
- E. To provide for additional services that may result from the project, the contract award amount shall be affirmed with a 10% contingency for a total cost of:
- Staab Construction Co., Inc: \$10,695,300  
Applied Technologies, Inc.: \$812,570
- F. The Sewer Utility District Commission at its meeting on May 12, 2026, 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 Lift Station E Replacement Contract with Staab Construction Co., Inc., of Marshfield, Wisconsin, is approved, subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.
2. The Construction Related Services and Construction Observation Contract with Applied Technologies, of Brookfield, Wisconsin, is approved, subject to any clerical, technical, and/or legal changes deemed necessary and appropriate by the City Attorney.

3. Reallocate \$500,000 from Account #610669-74001: Gravity Sewer Fund to Account #610669-740002: Lift Station Fund.

4. Reallocate \$250,000 from Account #610669-74003: Force Main Fund to Account #610669-740002: Lift Station Fund.

5. The Mayor and the City Clerk are authorized and directed to execute and deliver the same, pending the execution of associated easement and covenant documents with the River Bend Homeowners' Association.

\_\_\_\_\_  
Approved by: Andrew Nerbun, Mayor

Date Approved: May 12, 2026

I certify that the foregoing Resolution was adopted by the Common Council of the City of Mequon, Wisconsin, at a meeting held on May 12, 2026.

\_\_\_\_\_  
Caroline Fochs, City Clerk



April 1, 2026

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

Subject: **EVALUATION OF BIDS**  
Lift Station E Replacement  
Mequon, Wisconsin  
Bid Date of March 26, 2026

Dear Ms. Lundeen:

We have completed our evaluation of bids opened on March 26, 2026 for the Lift Station E Replacement. A copy of the Tabulation of Bids listing the bids received is attached for your information. Also attached is Table 1, which presents a Bid Summary comparison of the subcontractors and suppliers listed on Schedule A and B of each bid.

Three bids were received for the project. With 39 companies listed as plan holders prior to bid opening, the bidding process drew a good response to the bid advertisement. Staab Construction Co., Inc. of Marshfield, Wisconsin, submitted the low bid price of \$9,723,000. The second low bid (Mid City Corporation of Butler, WI) was \$9,988,600 and the third bid (Rohde Brothers, Inc. of Plymouth, WI) was \$11,486,400. With three bids being received and the two low bids within 3% of each other the bidding process appeared to be very competitive. The engineer's construction estimate was \$9,320,000. This places Staab's bid within 5% of the engineer's estimate.

The bid submitted by Staab contains all the required documentation, including the acknowledgement of addenda, signature and bid security. No bid informalities were noted. Only named equipment suppliers (no alternates) were listed on Schedule A – Major Equipment Schedule. On Schedule B, Staab listed themselves as the Mechanical contractor, J. Miller Electric of Port Washington, WI as the electrical subcontractor, Mared Mechanical of Menomonee Falls, WI as the HVAC subcontractor, and Butters Fetting Co., Inc. of Janesville, WI as the plumbing subcontractor. Staab will self-perform much of the remaining project work including building and wet well construction, excavation, and pipeline installation.

Staab has a long history of performing general construction in Wisconsin, including numerous projects at municipal wastewater treatment plants and pump stations. Given the bidder's substantial assets and solid track record in public wastewater treatment projects, we recommend award of the contract to Staab Construction Corp. for \$9,723,000.



Please contact me if you have any questions or need additional information.

Sincerely,

Applied Technologies, Inc.

Edward A. Longhini, P.E.  
Project Manager

/Attachments

***TABULATION OF BIDS***  
**Lift Station E Replacement**  
**City of Mequon, Wisconsin**  
**Thursday, March 26, 2026 – 1:45 p.m.**

<b>Bidding Contractor</b>	<b>Addenda No. 1 – 3 (✓)</b>			<b>Total Base Bid (\$)</b>	<b>Signature (✓)</b>	<b>Bid Security (✓)</b>
	<b>No. 1</b>	<b>No. 2</b>	<b>No. 3</b>			
Staab Construction Corp.	✓	✓	✓	\$9,723,000.00	✓	✓
Mid City Corporation	✓	✓	✓	\$9,988,600.00	✓	✓
Rohde Brothers, Inc.	✓	✓	✓	\$11,486,400.00	✓	✓

**TABLE 1 – TABULATION OF SCHEDULE A & B  
Lift Station E Replacement  
City of Mequon, Wisconsin  
Thursday, March 26, 2026 – 1:45 pm**

<b>Contractor</b>		<b>Staab Construction Corp.</b>	<b>Mid City Corporation</b>	<b>Rohde Brothers, Inc.</b>
<b>Total Base Bid</b>		<b>\$9,723,000.00</b>	<b>\$9,988,600.00</b>	<b>\$11,486,400.00</b>
<b>Schedule A – Major Equipment Schedule (By Specification Section)</b>	<b>26 29 23 Adjustable Speed Controllers</b>	Named Manufacturer: Eaton/Cutler-Hammer \$236,474  Alternate:	Named Manufacturer: Eaton/Cutler-Hammer \$236,474  Alternate:	Named Manufacturer: Eaton/Cutler-Hammer \$240,123  Alternate:
	<b>26 32 13 Standby Power Generator</b>	Named Manufacturer: Cummins/ONAN \$393,800  Alternate:	Named Manufacturer: Cummins/ONAN \$400,000  Alternate:	Named Manufacturer: Cummins/ONAN \$393,799  Alternate:
	<b>26 36 23 Automatic Transfer Equipment</b>	Named Manufacturer: ASCO \$59,389  Alternate:	Named Manufacturer: ASCO \$60,000  Alternate:	Named Manufacturer: ASCO \$52,680  Alternate:
	<b>43 24 11 Submersible Pumps</b>	Named Manufacturer: Xylem-Flygt \$1,050,000  Alternate:	Named Manufacturer: Xylem-Flygt \$1,350,000  Alternate:	Named Manufacturer: Xylem-Flygt \$1,085,000  Alternate: KRT (\$300,000)

**TABLE 1 – TABULATION OF SCHEDULE A & B**  
**Lift Station E Replacement**  
**City of Mequon, Wisconsin**  
**Thursday, March 26, 2026 – 1:45 pm**

<b>Contractor</b>		<b>Staab Construction Corp.</b>	<b>Mid City Corporation</b>	<b>Rohde Brothers, Inc.</b>
	<b>44 31 00 Carbon Adsorber Odor Control Equipment</b>	Named Manufacturer: Evoqua Water Tech \$159,360  Alternate:	Named Manufacturer: Purafil Inc. \$185,000  Alternate:	Named Manufacturer: Purafil Inc. \$150,000  Alternate: Perry Fiberglass Products (\$28,000)
	<b>46 41 23 Direct Drive Submersible Mixer</b>	Named Manufacturer: Xylem-Flygt \$48,000  Alternate:	Named Manufacturer: Xylem-Flygt \$48,000  Alternate:	Named Manufacturer: Xylem-Flygt \$48,000  Alternate: Anamix (\$10,000)

**TABLE 1 – TABULATION OF SCHEDULE A & B  
Lift Station E Replacement  
City of Mequon, Wisconsin  
Thursday, March 26, 2026 – 1:45 pm**

<b>Contractor</b>		<b>Staab Construction Corp.</b>	<b>Mid City Corporation</b>	<b>Rohde Brothers, Inc.</b>
<b>Schedule B – Subcontractor Listing</b>		Mechanical: Staab Construction Corp. \$	Mechanical: Mid City Corporation \$	Mechanical: Rohde Brothers, Inc. \$
		Electrical: J. Miller Electric Inc. \$1,180,333	Electrical: J. Miller Electric Inc. \$1,100,000	Electrical: Next Electric \$1,211,500
		HVAC: Mared Mechanical \$358,000	HVAC: Mid City Corporation \$	HVAC: Rohde Brothers, Inc. \$
		Other: Plumbing Butters Fetting Co., Inc. \$47,000	Other: Building JH Hassinger \$2,100,000	Other: Concrete/GC Work Quasious Construction \$2,804,157  Other: Site Piping/Earthwork Super Excavators \$1,945,000

March 16, 2026



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

**Subject:** Proposal for Construction Related Services (CRS) and Construction Observation  
City of Mequon Lift Station E Replacement Project

Dear Kristen:

Applied Technologies (ATI) is pleased to present this proposal to provide Construction Related Services (CRS) and Construction Observation for the Lift Station E Replacement Project. This proposal details our proposed scope of work, and engineering fees.

## **SCOPE OF WORK**

The proposed scope of services for this project includes CRS and Construction Observation, Specific tasks are outlined in the following sections.

### **CONSTRUCTION RELATED SERVICES (CRS)**

#### ***Project Management***

1. Prepare project instructions after notice to proceed is received from the City.
2. Provide coordination and management of all project team members including subconsultants.
3. Prepare information and attend City meetings when requested to address work progress, address changes, and project cashflow.

#### ***Contract Administration***

1. Issue a "Notice to Proceed" to the Contractor to begin the construction work.
2. Meet with the Contractor and the City for a preconstruction conference.
3. Coordinate field surveying services as provided by the Contractor.



4. Make periodic visits to the project site to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. We have assumed 18 site visits during the monthly construction progress meetings.
5. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, and other data that the Contractor is required to submit. Provide the City a summary of submittal status on a periodic basis.
6. Consult with and advise the City and act as the City's representative during construction as provided in the General Conditions of the Contract Documents.
7. Meet with the Contractor and the City for construction progress meetings. We have assumed 18 monthly construction progress meetings.
8. Review the Contractor's monthly applications for payment and make recommendations to the City for payment to the Contractor.
9. Provide technical clarifications and interpretations of the Contract Documents and evaluate requested deviations.
10. Authorize minor variations in the work (field orders) from the requirements of the Contract Documents that do not involve an adjustment in the contract price or contract time and are consistent with the overall intent of the Contract Documents.
11. Assist the City in negotiating with the Contractor the scope and cost of any necessary contract change orders. Prepare such change orders as may be required and submit them to the City for approval.
12. Conduct a final inspection of the construction with the City and Contractor. Prepare substantial completion documentation and list of items (punch list) remaining to be completed.
13. Prepare a set of electronic record drawings including significant changes made during construction. Record drawings shall be based upon the drawings in the Contract Documents, with modifications based upon marked-up prints, drawings, and other data furnished by the Contractor. Provide the City with a set of electronic record drawings and two sets of prints of the record drawings. Provide the City with an electronic copy of shop drawings, test records, and inspection records.

#### ***O&M Manual and Start-up***

1. Prepare an operation and maintenance manual for the new facilities in accordance with the requirements of the Wisconsin Department of Natural Resources (WDNR).
2. Submit hard copies of draft manual to the City and the WDNR for review, including the WDNR checklist.



3. Revise the manual as appropriate and provide two (2) hard copies and one electronic version to the City.
4. Review manufacturers' O&M manual submittals/data for conformance to contract requirements.
5. Assemble manufacturers' O&M manual submittals/data in an organized system of electronic (PDF) files.
6. Assist the City in startup of the new facilities. Coordinate with the Contractor and equipment suppliers.

#### *Additional Services*

1. Provide design assistance for modifications during construction as directed by the City. The scope of work for design assistance will be determined at the time of the City's request, prior to providing additional services.

### **CONSTRUCTION OBSERVATION**

1. Provide the services of a part-time Resident Project Representative (RPR) for on-site observation of the work during the construction period. We have assumed 40 hours/week of inspection for 20 weeks for installation of the wetwell and underground piping, and 16 hours/week for another 40 weeks for the remaining construction, for a total of 1,440 hours. The duties and responsibilities of the RPR are described in Attachment A, "A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative."

### **ENGINEERING FEE**

Based on the tasks identified in the Scope of Work, we estimate the engineering fee for the two phases of work as follows:

Construction Related Services (CRS)	\$521,000
Construction Observation	<u>\$217,700</u>
Total Engineering Fee:	\$738,700

Construction related services will be billed on a lump sum basis based on the estimated percent complete for the CRS fee. Construction observation will be billed on a time and material basis. Engineering services will be billed monthly. We will not exceed our total engineering fee without your written authorization.



Ms. Kristen Lundeen – Director of Public Works/City Engineer

March 16, 2026

Page 4 of 5

Please contact us with any questions regarding this proposal. Thank you for the opportunity to continue our partnership with the City of Mequon.

Best regards,  
Applied Technologies, Inc.

James J. Smith, P.E.  
President

Edward A. Longhini, P.E.  
Project Manager

Attachments: General Provisions

Attachment A, “A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

**City of Mequon**

***Lift Station E Replacement Project***

***Construction Related Services (CRS) and Construction Observation***

Accepted by:

Owner: \_\_\_\_\_

By (Signed): \_\_\_\_\_

By (Print): \_\_\_\_\_

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

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



## GENERAL PROVISIONS

### 1. Scope of Services and Time Limit

The Proposal or Agreement for Professional Services, hereinafter both called the Agreement, is valid for a period of 60 days. Signing of the Agreement by the Client shall be considered as authorization for Applied Technologies, Inc. (ATI) to proceed with the Scope of Services. If acceptance is not received within 60 days, ATI reserves the right to revise the Scope of Services, Compensation, schedule, and personnel commitments.

### 2. Compensation

Compensation for the Scope of Services shall be as indicated in the Agreement, including any rate schedule or other attachments. All time spent on the Project by professional, technical, and clerical personnel will be invoiced. Unless otherwise stated, any compensation or fee estimate is considered a budget estimate only. Notwithstanding the foregoing, Construction Related Services (CRS) shall be provided on a fixed lump sum basis not to exceed \$521,000, and Construction Observation services shall be provided on a time and materials basis not to exceed \$217,700, in each case without prior written authorization from the City to exceed such amounts. If it becomes apparent to ATI that the total amount of compensation will exceed the budget estimate, ATI will notify the Client. ATI shall not exceed any agreed not-to-exceed amount without the City's prior written approval. Rate schedules shall not be adjusted for this Agreement without the prior written approval of the City.

### 3. Additional Services

Additional compensation shall be negotiated between the Client and ATI for Additional Services beyond the Scope of Services. No Additional Services shall be performed without the City's prior written authorization, including agreement on scope, schedule, and compensation.

### 4. Payments to ATI

Progress invoices will be issued monthly by ATI for all services performed under the Agreement. Invoices shall be payable within forty-five (45) days of receipt. The City shall have the right to review and reasonably dispute any invoice prior to payment, and no interest shall accrue on disputed amounts.

### 5. Professional Standards

ATI shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work and time in the Client's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Professional services are not subject to, and ATI cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Nothing herein shall be construed to limit ATI's liability for its negligent acts, errors, or omissions.

### 6. Opinions of Cost

Since ATI has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the opinions of probable Total Project Costs and Construction Cost are made on the basis of ATI's experience and qualifications and represent ATI's professional judgment. ATI does not guarantee that proposals, bids or actual Total Project Costs or Construction Costs will not vary from the opinions of probable cost prepared by ATI. Notwithstanding the foregoing, ATI shall prepare such opinions of cost consistent with the applicable standard of care and based on reasonably available information. If prior to bidding, the Client wishes greater assurance as to Total Project or Construction Costs, the Client shall employ an independent cost estimator. ATI's services to modify the Contract Documents to bring the Construction Cost within any limitation established by Client will be considered Additional Services.

### 7. Construction Observation

During construction observation ATI shall not supervise, direct, or have control over the Contractor's work or responsibility for the means, methods, techniques, sequences, or procedures of construction, nor for construction safety precautions and programs. ATI shall not be responsible for any failure of the Contractor to comply with applicable laws, rules, regulations, ordinances, or codes. ATI can neither guarantee the performance of the construction contract by the Contractor nor assume responsibility for the Contractor's failure to furnish and perform work in accordance with the Contract Documents. Notwithstanding the foregoing, ATI shall perform its construction observation services consistent with the applicable standard of care and shall promptly notify the City of any observed nonconforming work, material deviations from the Contract Documents, or significant safety concerns observed in the field.

### 8. Insurance

ATI shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use. ATI shall maintain, at a minimum: (a) Workers' Compensation insurance as required by law; (b) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and (c) Professional Liability insurance with limits of not less than \$1,000,000 per claim. ATI shall provide certificates of insurance to the City upon request. Such insurance shall be maintained for the duration of the Project and, for Professional Liability coverage, for a period of at least two (2) years thereafter.

### 9. Indemnification

ATI agrees to indemnify, defend, and hold harmless Client from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of ATI, including errors or omissions in the performance of its professional services, in connection with the project. Client agrees to indemnify ATI from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of Client, Client's employees, or agents in connection with the project to the extent permitted by Wisconsin law.

If the negligence or willful misconduct of both ATI and Client (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between ATI and Client in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

Nothing contained within this Agreement is intended to be a waiver or estoppel of the 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 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.

### 10. Limitation of Liability

Nothing contained within this Agreement is intended to be a waiver or estoppel of the 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. Nothing in this Agreement shall be construed to limit ATI's liability for its negligent acts, errors, or omissions.

### 11. Ownership and Reuse of Documents

All reports, drawings, specifications, and other deliverables prepared by ATI under this Agreement shall become the property of the City upon payment for such services. ATI may retain copies for its records. The City shall have the right to use such documents for the Project for which they were prepared. Any reuse of such documents for projects other than the Project, or for material modifications to the Project, without ATI's written verification or adaptation, shall be at the City's sole risk. ATI shall not be liable for any such reuse not verified or adapted by ATI. Any requested verification or adaptation by ATI shall be subject to mutually agreed additional compensation.

## **12. Termination**

Either the Client or ATI may terminate the Agreement by giving 30 days written notice to the other party. In such an event, the Client shall pay ATI in full for all work previously authorized and performed prior to the effective date of termination. All relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

## **13. Dispute Resolution**

In the event of a dispute arising under this Agreement, the Client and ATI shall attempt to settle the dispute by discussion between the Client's and ATI's management. If any dispute cannot be resolved in this manner, in a reasonable length of time, the Client and ATI agree to attempt non-binding mediation or other alternative dispute resolution prior to filing any legal proceedings. Each party shall bear its own attorneys' fees and costs.

## **14. Controlling Law and Severability**

This Agreement shall be governed by the laws of the State of Wisconsin, and venue shall lie in Ozaukee County, Wisconsin. If any provisions, paragraph, word, section, or subsection of this Agreement is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections, and subsections shall not be affected and shall continue in full force and effect.

## **15. Entire Agreement**

This Agreement represents the entire agreement between the Client and ATI. No other terms, conditions, promises, understandings, statements, or representations, express or implied, covered in the subject matter of this Agreement exist or have been made. This Agreement cancels and supersedes all previous agreements, proposals and understandings, if any, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument executed by both parties.

## **16. Records and Audit.**

ATI shall maintain complete and accurate records of all costs and time billed under this Agreement for a period of at least three (3) years following completion of the services. The City shall have the right to audit such records upon reasonable notice.

## **17. Assignment.**

ATI shall not assign or transfer this Agreement, or any portion thereof, without the prior written consent of the City.

## **18. Subconsultants.**

ATI shall be fully responsible for the acts and omissions of its subconsultants. ATI shall require all subconsultants to comply with the applicable terms of this Agreement.

## **19. Compliance with Laws.**

ATI shall comply with all applicable federal, state, and local laws, regulations, ordinances, and permit requirements in the performance of its services.

## **20. Public Records.**

ATI acknowledges that the City is subject to the Wisconsin Public Records Law. ATI shall cooperate with the City in responding to any public records requests related to this Agreement, and any confidentiality claims shall be subject to applicable law.

## **21. Independent Contractor.**

ATI is an independent contractor and not an employee or agent of the City.

**ATTACHMENT A**  
**A LISTING OF THE DUTIES, RESPONSIBILITIES AND**  
**LIMITATIONS OF AUTHORITY OF THE RESIDENT**  
**PROJECT REPRESENTATIVE**

Engineer shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the Work of the Contractor.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work; but, the furnishing of such services will not make Engineer responsible for or give Engineer control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

**A. GENERAL**

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

**B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
3. Liaison:
  - a) Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor.
  - b) Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b) Report to Engineer whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer.
7. Records:
  - a) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b) Keep a diary or log book and send copies to Engineer.
  - c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
8. Reports:
  - a) Furnish Engineer periodic reports as required of progress of the Work.
  - b) Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
9. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, lien waivers and other documentation attached to the pay request, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
10. Completion:
  - a) Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
  - b) Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
  - c) Observe that items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

### **C. LIMITATIONS OF AUTHORITY**

#### Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize Owner to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.