

**Village of Menomonee Falls, Wisconsin**  
**BOARD OF TRUSTEES MEETING**

NOTICE OF MEETING & AGENDA

**Monday, April 1, 2013, 6:30 p.m.**

**Menomonee Falls Village Hall  
W156N8480 Pilgrim Road  
(Village Hall Board Room, #2245)**

At 6:30 p.m., immediately preceding Call to Order, the Village Board of Trustees will hold a public comment period, for the purpose of allowing the non-elected general public the opportunity to address the Board on any subject of concern that is not the topic of a current or previous Public Hearing before the Village Board. Each person who wishes to address the Village Board of Trustees may do so at the podium for a maximum of 3 minutes. The Board will only receive comments during Public Comment. The Public Comment portion of the meeting is scheduled for a total of 15 minutes in length but will end sooner if the Village President has determined that there is no one else present who still wishes to speak. After Public Comment has ended, there will be a short recess to begin broadcast of the Board of Trustees Meeting.

1. Public Comment

This meeting is being broadcast live on local cable station 25. The recorded version will be rebroadcast the following week on Wednesday, Friday and Sunday at 7:00 a.m., 12 noon, 7:00 p.m., and 12 midnight

Village Hall Phone Number is 262.532.4200

The meeting agenda and packet are available on the Village Website at [www.menomonee-falls.org](http://www.menomonee-falls.org)

2. Call to Order

3. Pledge of Allegiance

4. Roll Call

5. Reports & Presentations

- a. Menomonee Falls joins in proclaiming April 2, 2013 as World Autism Awareness Day, and April as Autism Awareness Month

6. Consent Agenda : Items listed under consent agenda will be approved in one motion without discussion unless any Board member requests that an item be removed for individual discussion. That item then can be considered at an appropriate time during the Board's regular order of business or under New Business.

- a. Minutes from previous meetings held on March 4 and 18, 2013

- b. Operator's Licenses as listed: (No Police Concern)
  - Julie Campbell
  - Richard Erickson
  - Brittany Trzebiatowski
  - Elizabeth Cisneros
  - Steven Kleven
  - Amanda Wodushek
  - Gina Degnan
  - Randall Schramm
- c. Six Month Class B Beer License for TDEE Enterprises, Inc., Thomas A. Volpe, agent, at Oakwood Park Concessions subject to Building Inspection Department, Health Department and Planning Department Approvals. (No Police Concerns)
- d. Application for New Agent, James Nowak, for the 2012-2013 Class A Fermented Malt Beverage and Liquor License for Mega Marts, LLC, for Pick N Save #6889 located at N77W14435 Appleton Avenue. (No Police Concern)

Committee/Commission Reports:

- 7. Plan Commission - Discussion and possible action on the following item:
  - a. The request of Procacci Development Corporation to obtain a conditional use permit allowing an FBI facility at W180 N7950 Town Hall Road. At its meeting on March 5, 2013 the Plan Commission unanimously recommended this Conditional Use Permit be approved subject to 10 conditions. At its meeting on March 26, 2013 the Architectural Control Board unanimously recommended this Conditional Use Permit be approved.
- 8. Utilities and Public Works Committee - Discussion and possible action on the following items:
  - a. Private Interceptor Main Sanitary Sewer Facilities Operation, Inspection, & Maintenance Agreement between the Village of Menomonee Falls and R-K Associates of Waukesha Limited Partnership as part of the Crossroads Shopping Center Facade Renovation.
  - b. Preliminary and Final Resolution for the 2012 Curb & Gutter Repair and Replacement Program, Project No. 41165.
  - c. Preliminary and Final Resolution for the 2012 Road Maintenance Program – Asphalt Paving, Project No. 41166.
  - d. Award of Contract for the 2013 Curb & Gutter and Driveway Approach Program, Project No. 41171.
  - e. Award of Contract for the 2013 Asphalt Paving Program, Project No. 41172.

- f. Award of Contract for the 2013 Road Maintenance Program, Black Boiler Slag Project, No. 13-1.
  - g. Award of Contract for the Richfield Way Road Extension Phase I Project, #62004-01.
  - h. Agreement for Construction Services between the Village of Menomonee Falls and Stantec Consulting Services, Inc. for the Richfield Way Road Extension Phase I Project, #62004-01.
9. Adjournment

THIS AGENDA IS SUBJECT TO REVISION

*Members of other Village committees, boards, commissions and authorities may attend and participate at this meeting, but will not take official action unless the notice so provides.*

*No qualified individual with a disability shall, by reason of that disability, be excluded from participation in or be denied benefits of the services, programs, or activities of the Village of Menomonee Falls, or be subject to discrimination by the Village. If you are disabled and require special accommodation, please advise the Village Clerk's Office at (262) 532-4200 no later than 5 days before the scheduled meeting or activity.*



**Village Board - Regular**

**5. a.**

**Meeting Date:** 04/01/2013  
**Topic:** Autism Speaks Proclamation  
**From:** Linda Osterlie, Executive Assistant  
**Department:** Administration  
**Presenter:**  
**Date of Committee Action (if required):**  
**Date of Village Board Action (if required):**

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**Information**

**Subject:**

April is Autism Awareness Month, and April 2 is World Autism Awareness Day.

**Background Information:**

Menomonee Falls joins in proclaiming April 2, 2013 as World Autism Awareness Day, and April as Autism Awareness Month.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

proclamation

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## Autism Speaks Proclamation

Autism Speaks was founded in February 2005 by Bob and Suzanne Wright, grandparents of a child with autism; and

Autism is a complex neurobiological disorder that inhibits a person's ability to communicate and develop social relations, and is often accompanied by behavioral challenges; and

One in 88 children is diagnosed with autism spectrum disorders; and it affects four times as many boys as girls; and

The Centers for Disease Control and Prevention have called autism a national public health crisis whose cause and cure remain unknown; and

The mission of Autism Speaks is to change the future for all who struggle with autism spectrum disorders through research, raise public awareness, and bring hope to all who deal with the hardships of the disorder.

**NOW, THEREFORE,** I, Randall R. Newman, Village President of the Village of Menomonee Falls, do hereby declare April 2, 2013, as “Autism Awareness Day” in Menomonee Falls, and April as Autism Awareness Month.

Dated this 1st day of April, 2013.

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Randall R. Newman  
Village President



**Village Board - Regular**

**6. a.**

**Meeting Date:** 04/01/2013  
**Topic:** Approve Meeting Minutes  
**From:** Janice Moyer, Village Clerk  
**Department:** Clerk Services  
**Presenter:**  
**Date of Committee Action (if required):**  
**Date of Village Board 04/01/2013**  
**Action (if required):**

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**Information**

**Subject:**  
Minutes from previous meetings held on March 4 and 18, 2013

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

Approve meeting minutes from the March 4 and 18, 2013, meetings.

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**Attachments**

[3-4-2013 Meeting Minutes](#)  
[3-18-2013 Meeting Minutes](#)

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Village of Menomonee Falls, Wisconsin

**BOARD OF TRUSTEES SPECIAL MEETING**

**MINUTES**

**Monday, March 4, 2013**

Village President Newman called the meeting to order at 6:50 p.m.

Present: Village President Randall Newman; Trustee Dennis Farrell; Trustee James Jeskewitz; Trustee Michael McDonald; Trustee Steve Raymonds; Trustee Jeffrey Steliga

Absent: Trustee Sharon Ellis

Staff Present: Village Manager Fitzgerald; Village Attorney Morse; Assistant Village Manager/Director of Public Works A. Johnson; Village Clerk J. Moyer; Director of Engineering Hoffman; Director of Community Development Carran; Director of Financial Services Kaczmarek; Fire Chief J. Hevey

NEW BUSINESS

2013 Capital Budget

Director of Engineering Hoffman explained the projects and related costs included in the proposed 2013 Capital Budget. Attached is a list of the projects and costs for 2013 and the five year capital plan. It was noted during the presentation that proposed Fire Station #1 will be located on the former Sunnyside School property. The village will work with the historical society to salvage any historical items before the project begins. Demolition of the existing building is included as a part of the project.

Financing of 2013 Capital Budget

Director of Financial Services Kaczmarek explained the proposed financing in detail for the 2013 Capital Budget projects. The following table is a summary of the proposed financing.

	Cash	GO Debt	Total
<b><u>General Capital Projects</u></b>			
Cash - Municipal Facilities & Equipment Fund	\$3,992,500		\$3,992,500
Cash - Impact Fees	247,500		247,500
<b>Water Utility</b> ( 20 year borrowing)		1,120,000	1,120,000
<b>Sewer Utility</b> ( cash on hand)	350,000		350,000
<b><u>Storm Utility</u></b>			
Borrowing (20 year)		1,250,000	1,250,000
Cash on hand	485,000		485,000
<b>Total proposed 2013 capital budget</b>	<b>\$5,075,000</b>	<b>\$2,370,000</b>	<b>\$7,445,000</b>

The 20 year capital budget projection presented by Director of Financial Services Kaczmarek will keep the borrowing tax levy stable and allow the village to fund \$2,000,000 of capital projects each year through the year 2032.

Approve the 2013 Capital Budget and authorize the Village Manager to proceed with financing

Motion by Trustee Jeffrey Steliga, second by Trustee Michael McDonald to approve the 2013 Capital Budget of 7.44 million dollars and authorize the Village Manager to proceed with financing as prepared by the Village Manager and presented by the Director of Financial Services.

**Vote:** 6 - 0 Motion Carried

**CLOSED SESSION**

President Newman announced that the Village Board would be convening into closed session.

Motion by Trustee Michael McDonald, second by Trustee Jeffrey Steliga to convene into closed session in the Administrative Conference Room (Room #2244) under Wisconsin State Statute 19.85(1)(c) to review the performance and compensation of the Village Manager and the Village Attorney.

**Vote:** 6 - 0 Motion Carried



The Village Board adjourned in closed session at 8:12 p.m.

Respectfully submitted,

Janice Moyer  
Village Clerk

Minutes approved on \_\_\_\_\_, 2013

DRAFT

**Village of Menomonee Falls, Wisconsin**  
**BOARD OF TRUSTEES MEETING**

**MINUTES**

**Monday, March 18, 2013**

Village President Newman called the meeting to order at 6:31 p.m. The Pledge of Allegiance was recited.

Present: Village President Randall Newman; Trustee Sharon Ellis; Trustee Dennis Farrell; Trustee James Jeskewitz; Trustee Michael McDonald; Trustee Steve Raymonds; Trustee Jeffrey Steliga

Staff Present: Village Manager Fitzgerald; Village Attorney Morse; Assistant Village Manager/Director of Public Works A. Johnson; Village Clerk J. Moyer; Director of Engineering Hoffman; Director of Utilities Nettesheim; Director of Protective Services Ruzinski; Fire Chief J. Hevey

REPORTS & PRESENTATIONS

Village Centre BID Report

Barb Watters gave the report. (See attached for copy of the report)

Presentation Regarding the Maintenance and Dredging of the Mill Pond

Director of Engineer Hoffman gave the presentation on the maintenance and dredging of the Mill Pond behind the Lepper Dam located north of Main Street.

Presentation of the Annual NR216 Report

Director of Utilities Nettesheim gave the presentation of the annual NR216 report. The Report will be submitted to the Wisconsin Department of Natural Resources.

CONSENT AGENDA

Motion by Trustee Jeffrey Steliga, second by Trustee Michael McDonald to approve the consent agenda items as presented.

Meeting minutes from March 4, 2013

Operator's licenses for Cassandra Bennett, Brent Ewer, Megan Hinke, Harmanpreet Singh

Bill approval for February 12, 2013 through March 11, 2013 in the amount of \$25,686,519.80

General Government	\$25,049,199.45
Park Board	\$ 2,741.54
Utilities and Public Works	\$ 634,578.81

**Vote:** 7 - 0 Motion carried

## COMMITTEE/COMMISSION REPORTS

### PLAN COMMISSION

Village President Newman recused himself from discussion and voting on this agenda item. He turned the chair over to Trustee Ellis.

#### Request of Wisconsin Electric Power Company d/b/a WE Energies to Obtain an Overhead and Underground Distribution Easement

Motion by Trustee Michael McDonald, second by Trustee Jeffrey Steliga to approve the request of Wisconsin Electric Power Company d/b/a WE Energies to obtain an overhead and underground distribution easement over land located on the southwest corner of Pilgrim Road and Roosevelt Drive, as recommended by the Plan Commission at their March 5, 2013, meeting.

**Vote:** 6 - 0 Motion Carried

Other: Village President Randall Newman (Abstain)

Village President Newman rejoined the meeting and resumed the chair.

### GENERAL GOVERNMENT COMMITTEE

#### Resolution Authorizing Negotiations Between the Village of Lannon and the Village of Menomonee Falls Regarding Fire and Ambulance Services

Motion by Trustee Sharon Ellis, second by Trustee Dennis Farrell to approve a resolution authorizing negotiations over a possible agreement between the Village of Lannon and the Village of Menomonee Falls for the provision of fire and ambulance services and the exploration of additional opportunities for greater intergovernmental cooperation between the two villages. (Resolution No. 961-R-13)

**Vote:** 7 - 0 Motion Carried

UTILITIES AND PUBLIC WORKS

Resolution for the Removal of Stop Signs on Tamarack Trail

Motion by Trustee Michael McDonald, second by Trustee James Jeskewitz to approve a resolution for the removal of the stop signs on northbound and southbound Tamarack Trail at Longwood St. (Resolution No. 962-R-13)

**Vote:** 7 - 0 Motion Carried

Resolution Installing Stop Signs on Tamarack Trail

Motion by Trustee Michael McDonald, second by Trustee James Jeskewitz to approve a resolution installing stop signs on northbound and southbound Tamarack Trail at Robinhood Drive. (Resolution No. 963-R-13)

**Vote:** 7 - 0 Motion Carried

CLOSED SESSION

President Newman announced that the Village Board would be convening into closed session.

Motion by Trustee Dennis Farrell, second by Trustee James Jeskewitz to convene into closed session in the Administrative Conference Room (Room #2244) under Wis. Stats. §19.85(1)(g) to confer with the Village Manager, Village Attorney, outside counsel, and staff concerning the litigation strategy to be adopted by the Village in Village of Menomonee Falls v. Lodging Investors of Menomonee Falls, LLC, Waukesha County Case No. 11-CV-3946.

**Vote:** 7 - 0 Motion Carried

The Village Board adjourned in closed session at 8:06 p.m.

Respectfully submitted,

Janice Moyer  
Village Clerk

Minutes approved on April , 2013



**Village Board - Regular**

**7. a.**

**Meeting Date:** 04/01/2013  
**Topic:** FBI Facility  
**From:** Matt Carran, Director of Community Development  
**Department:** Community Development  
**Presenter:**  
**Date of Committee Action (if required):**  
**Date of Village Board 04/01/2013**  
**Action (if required):**

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**Information**

**Subject:**

The request of Procacci Development Corporation to obtain a conditional use permit allowing a FBI facility at W180 N7950 Town Hall Road. At its meeting on March 5, 2013 the Plan Commission unanimously recommended this Conditional Use Permit be approved subject to 10 conditions. At its meeting on March 26, 2013 the Architectural Control Board unanimously recommended this Conditional Use Permit be approved.

**Background Information:**

The draft minutes of the March Architectural Control Board contain 1 condition of approval - having the applicant reappear before the Architectural Control Board with detailed building and site plans if the site is chosen by the Federal Government.

The Condition of the Architectural Control Board is addressed with the 7th Condition recommended by the Plan Commission.

Thus if the Village Board follows the recommendations of the Plan Commission and Architectural Control Board the Conditional Use Permit should be approved subject to the 10 conditions recommended by the Plan Commission.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

Minutes, Staff Report, and Exhibits

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Plan Commission Minutes  
March 5, 2013

Chairperson R. Newman abstained from the following item. Commissioner McDonald assumed the role of chairperson for this item.

Consideration of a recommendation to the Village Board of Trustees on the request of **PROCACCI DEVELOPMENT CORPORATION** to obtain a conditional use permit allowing a FBI facility at W180 N7950 Town Hall Road, in the Northeast 1/4 of Section 16, Tax Key Number 61.998, P-2 Institutional District.

Present: Kevin Wahlgren, Wahlgren Schwenn Inc.  
N56 W16743 Ridgewood Drive, Menomonee Falls, WI 53051

Motion – Ash

To – Recommend the requirement of a public hearing be waived.

Second – Rolenc

Vote – All ayes, motion carried.

Motion – Ash

To – Recommend the Village Board of Trustees approve the conditional use permit subject to the final site plan meeting all zoning requirements, the building complying with all fire protection requirements, and the following conditions placed on the conditional use permit:

1. This Permit shall become effective upon the execution and recording by the owners of the Premises of an acceptance hereof in such form as to constitute an effective covenant on the land.
2. This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
5. The conditional use and structure are in accordance with the purpose and intent of this Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
6. Areas not used for parking or drives shall be landscaped according to the plan approved by the Architectural Control Board and shall be neatly maintained at all times.
7. The building and site shall be completed in strict conformity with the plans approved by the Architectural Control Board.
8. There shall be no outside storage of new or used equipment, materials or merchandise other than items specifically approved by the Architectural Control Board such as benches, trash receptacles, dumpster enclosures, etc.
9. Snow shall be stored in a manner that does not adversely impact abutting properties.
10. The portion of the walking path crossing the pond spillway shall be constructed of asphalt or concrete to prevent the crushed limestone from washing out during heavy rainfalls.

Second – Rolenc

During the discussion, Matt Carran recommended that the Architectural Control Board review the item conceptually with the understanding that if the site is chosen as the preferred location, the

Plan Commission Minutes  
March 5, 2013

project would reappear before the Architectural Control Board for final approval on the aesthetic and site details.

During the discussion, it was also recommended to remove "strict" from original condition no. 7.

Commissioner Ash made a friendly amendment to modifying condition no. 7 to restate:

The building and site shall be completed in conformity with the plans approved by the Architectural Control Board and upon approval by the federal government to select the subject site; the detailed building and site plans shall reappear before the Architectural Control Board for final approval.

Second on the friendly amendment – Rolenc

Acting Chairperson McDonald called to question on the amended motion.

Vote – All ayes, motion carried.

The recommended conditions are as follows:

1. This Permit shall become effective upon the execution and recording by the owners of the Premises of an acceptance hereof in such form as to constitute an effective covenant on the land.
2. This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
5. The conditional use and structure are in accordance with the purpose and intent of this Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
6. Areas not used for parking or drives shall be landscaped according to the plan approved by the Architectural Control Board and shall be neatly maintained at all times.
7. The building and site shall be completed in conformity with the plans approved by the Architectural Control Board and upon approval by the federal government to select the subject site; the detailed building and site plans shall reappear before the Architectural Control Board for final approval.
8. There shall be no outside storage of new or used equipment, materials or merchandise other than items specifically approved by the Architectural Control Board such as benches, trash receptacles, dumpster enclosures, etc.
9. Snow shall be stored in a manner that does not adversely impact abutting properties.
10. The portion of the walking path crossing the pond spillway shall be constructed of asphalt or concrete to prevent the crushed limestone from washing out during heavy rainfalls.

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Consideration of a recommendation to the Village Board of Trustees on the request of **PROCACCI DEVELOPMENT CORPORATION** to obtain a conditional use permit allowing a FBI facility at W180 N7950 Town Hall Road, in the Northeast 1/4 of Section 16, Tax Key Number 61.998, P-2 Institutional District.

Present: Kevin Wahlgren, Wahlgren Schwenn (representing Procacci Development Corporation)  
N56 W16743 Ridgewood Drive, Suite 100, Menomonee Falls, WI 53051

Motion – Carity

To – make the following two findings:

1. The building plan is architecturally functional.
2. The exterior design proposed is not unsightly or obnoxious and is not disharmonious or so similar to existing neighboring developments that substantial depreciation of neighboring property or development will be caused by the applicant's proposal.

And recommend the Village Board of Trustees approve the request of **PROCACCI DEVELOPMENT CORPORATION** to obtain a conditional use permit allowing a FBI facility at W180 N7950 Town Hall Road, in the Northeast 1/4 of Section 16, Tax Key Number 61.998, P-2 Institutional District, subject to:

1. The applicant reappearing before the Architectural Control Board with detailed building and site plans for final approval if the site is chosen by the federal government.

Second – Lehman

Vote – All ayes, motion carried.

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Staff Report – March 5, 2013  
FBI Facility – Conditional Use Public Hearing  
Page 1 of 3

Consideration of a recommendation to the Village Board of Trustees on the request of **PROCACCI DEVELOPMENT CORPORATION** to obtain a conditional use permit allowing a FBI facility at W180 N7950 Town Hall Road, in the Northeast 1/4 of Section 16, Tax Key Number 61.998, P-2 Institutional District.

Procacci Development Corporation is the contract purchaser of the subject property located on the Southeast corner of Custer Lane and Town Hall Road. They intend on acquiring the property and would lease the building to the Federal Government for a FBI facility.

The project itself would include a complete interior renovation of the existing 105,000 square foot building to include office and ancillary uses for the FBI, which would be relocating its Milwaukee regional office from its current building at 330 E. Kilbourn Avenue in Milwaukee to this facility.

At this time the only exterior modifications to the property include the construction of a perimeter security fence, two security gate houses, and a secure covered parking area. The asphalt parking area in the Southeast corner of the site will also be removed and replaced with a sports court and landscaping.

The Federal Government is requesting 152 parking spaces for its employees and visitor, and states the normal business hours are expected to be Monday through Friday from 7:00 a.m. to 6:00 p.m., although the Government will have access to the facility 24 hours a day, 7 days a week.

### **Existing Conditions**

The Village Board issued Conditional Use Permit 4-16-70 for a medical clinic in 1970 on the subject site. The building has been added onto many times over the years, so that it now encompasses over 100,000 square feet. However, with the construction of the new 5-story, 145,000 square foot multi-tenant medical office building across the street, the medical uses are moving into the new modern building, creating a vacancy for the subject building.

### **CONDITIONAL USE APPLICATION**

Section 122-367(d) requires a conditional use permit for any structure with an area larger than 15,000 square feet. Although the site currently has a conditional use permit, this permit authorizes the site and building to be utilized for a health and medical facility. Since the use is changing, the existing conditional use permit will not apply to the propose use.

Since the process to issue a Conditional Use Permit is the same as the process to amend the Conditional Use Permit, and since the cost to the applicant is the same, Staff is recommending the Village consider issuing a new Conditional Use Permit as an alternative to amending the existing permit on file.

**DEPARTMENT REVIEW**

The proposal was reviewed and approved by the Engineering, Police, Fire, Director of Utilities, and Department of Community Development.

The Fire Department states the proposal will require the following fire protection systems:

- Automatic sprinklers per current NFPA 13.
- Additional protection requirements per Municipal Code 46-100 through 46-102 and 46-105.
- Standpipes type I with 2-1/2 to 1-1/2 reducer per current NFPA 14.
- Fire alarm system per current NFPA 72 and additional requirements per Municipal Code 46-106.
- Hood and duct extinguishing system per current NFPA 96 if applicable.
- Fire extinguisher requirements per NFPA 10. Type: ABC rated.
- Public Safety Radio Coverage in Buildings and Structures per Municipal Code 46-130.
- In addition the Fire Department states it has a concern for access from nearest hydrant to the building and FDC with the security fence. Need specifications for the car port, depending on design, it may need to be sprinklered or contain standpipes.

The Zoning Department notes:

- A survey will be required showing all proposed structures (fence, gate houses, and parking canopy) and their setback to the nearest property line.
- The submitted site plan only identified one gate house; however the application materials state two would be constructed. If two gate houses are proposed, the plans must be revised and submitted to the Village prior to the Plan Commission meeting.
- The elevations of the guard houses must be submitted prior to review by the Architectural Control Board.
- If a dumpster is proposed on the site, it must be completely screened on all four sides, and shown on a revised site plan.
- Section 122-367(j)(4) requires all parking areas to be visually screened from adjacent roadways.

**RECOMMENDATION**

Since the subject site is located across the street from several single family homes, Staff recommends the requirement of public hearing not be waived. However, if the Plan Commission unanimously waives the requirement of a public hearing, they could recommend the Village Board of Trustees approve the conditional use permit subject to the compliance with the Fire and Zoning Departments concerns mentioned in the Staff Report, and the following conditions placed on the conditional use permit:

Staff Report – March 5, 2013  
FBI Facility – Conditional Use Public Hearing  
Page 3 of 3

1. This Permit shall become effective upon the execution and recording by the owners of the Premises of an acceptance hereof in such form as to constitute an effective covenant on the land.
2. This Permit shall be void unless, pursuant to the Zoning Code of the Village, Building and Zoning Use Permits in conformity to this Permit, are obtained within six (6) months of the date hereon, the date on which the Conditional Use Permit was granted.
3. This Permit is subject to amendment and termination in accordance with the provisions of the Zoning Code of this Village.
4. Construction and operation of the use granted shall be in strict conformity to the approved site, building and operation plans filed with the Village Board in connection with the Petition for this Permit.
5. The conditional use and structure are in accordance with the purpose and intent of this Ordinance, and is found to be not hazardous, harmful, offensive or otherwise adverse to the environment or the value of the neighborhood or the community.
6. Areas not used for parking or drives shall be landscaped according to the plan approved by the Architectural Control Board and shall be neatly maintained at all times.
7. The building and site shall be completed in strict conformity with the plans approved by the Architectural Control Board.
8. There shall be no outside storage of new or used equipment, materials or merchandise other than items specifically approved by the Architectural Control Board (benches, trash receptacles, dumpster enclosures, etc).
9. Snow shall be stored in a manner that does not adversely impact abutting properties.
10. The portion of the walking path crossing the pond spillway shall be constructed of asphalt or concrete to prevent the crushed limestone from washing out during heavy rainfalls.



Plan Commission March 5, 2013  
Procacci Development Corporation - Conditional Use

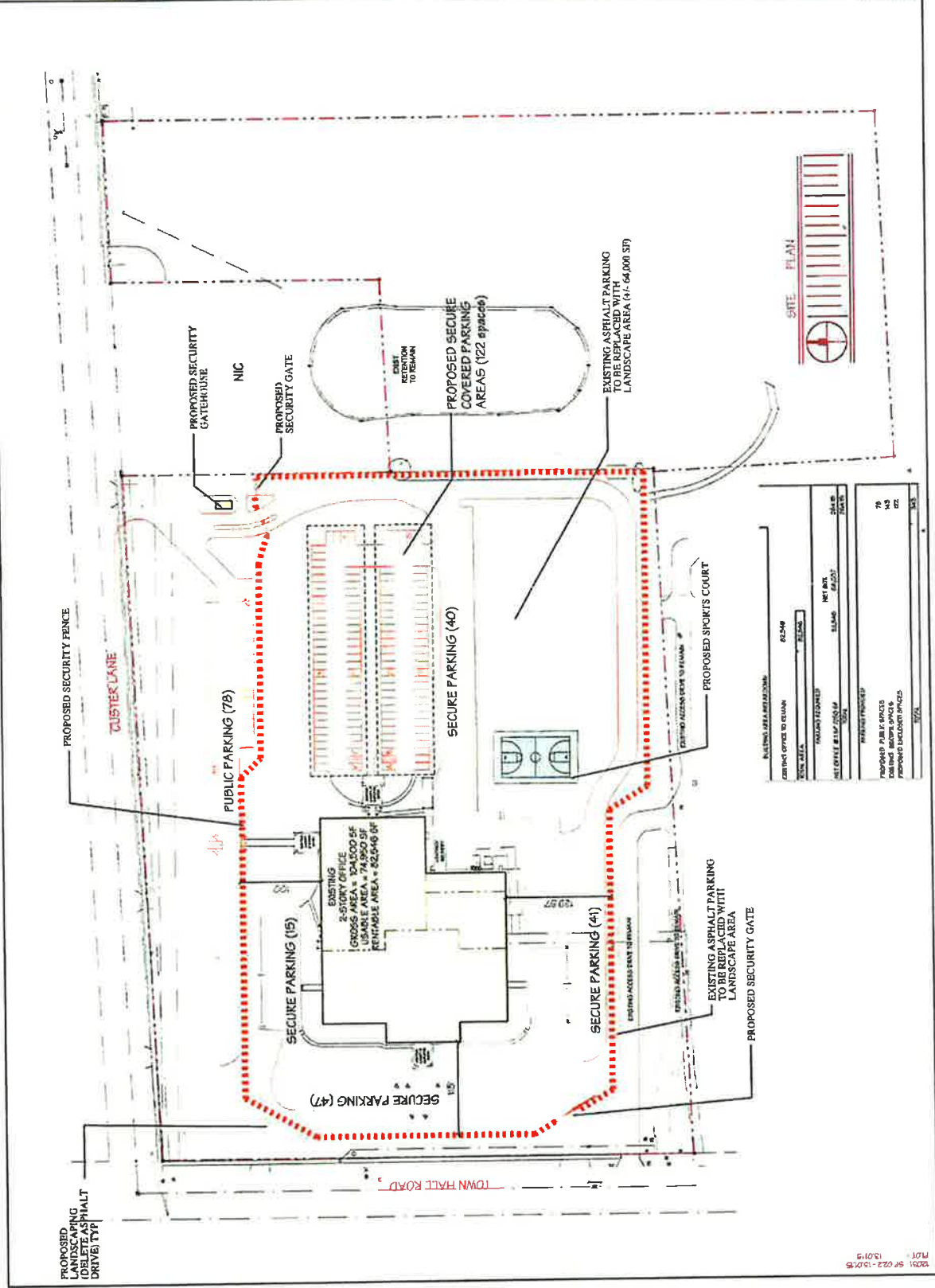


Subject Site



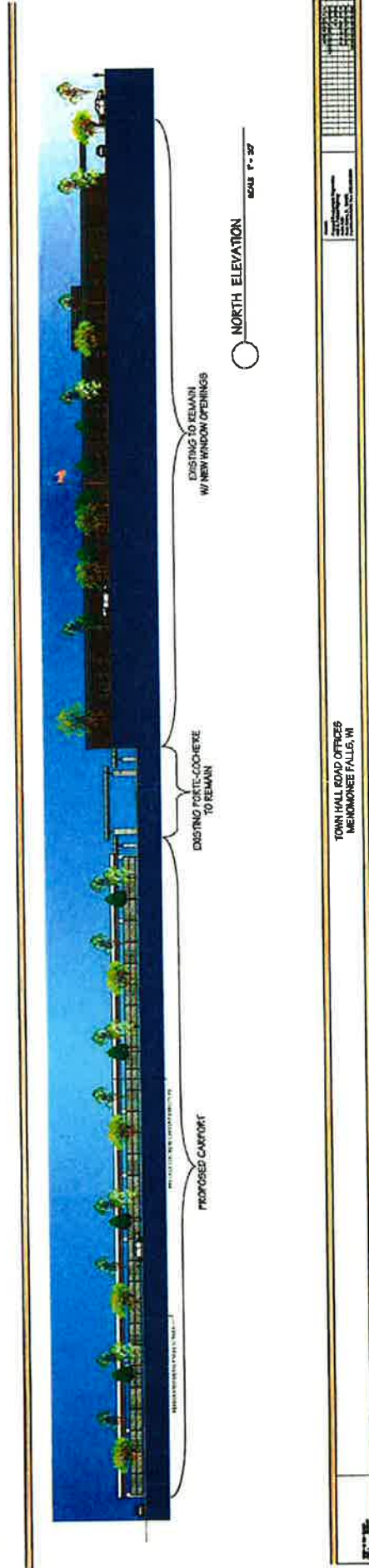


		<b>PROJECT</b> <b>TOWN HALL ROAD OFFICES</b> MICHIGAN FALLS, MICHIGAN	
<b>CLIENT</b> MICHIGAN FALLS MICHIGAN 887 South Michigan Highway Michigan Falls, Michigan 49758 Phone: 504-486-2000 Fax: 504-486-2000		<b>DESIGNER</b> H&M WOODRUFF ARCHITECTURE/PLANNING 303 E. 10th Street, Suite 200 Grand Rapids, Michigan 49503 Phone: 616-454-1100	
<b>SHEET NO.</b> A101		<b>SHEET TITLE</b> SITE PLAN	
<b>DATE</b> 10/11/15		<b>SCALE</b> AS SHOWN	



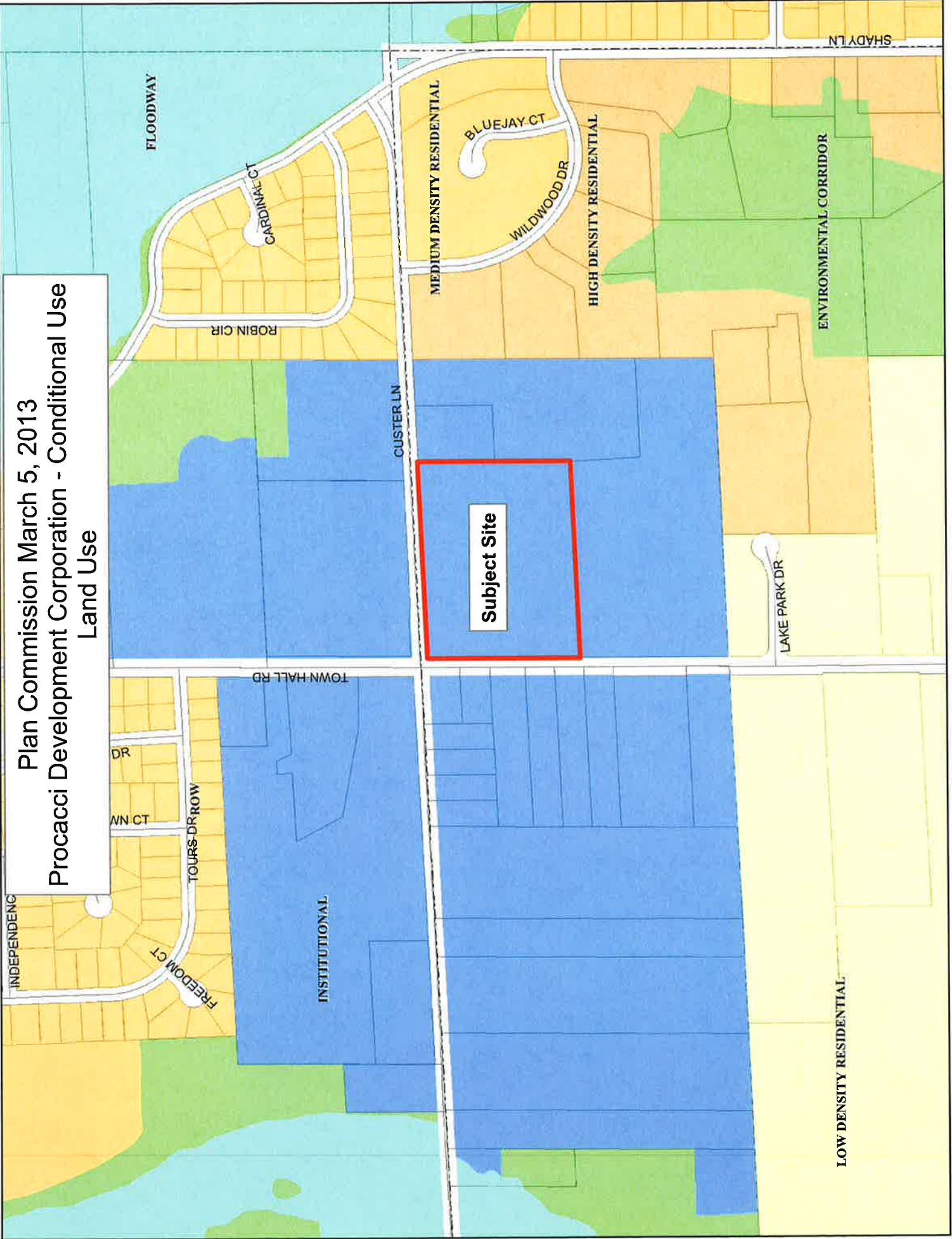
BUILDING AREA INFORMATION	
EXISTING OFFICE TO REMAIN	61254
NEW AREA	0
TOTAL FLOOR AREA	
PROPOSED FOOTPRINT	NET BAY
NET AREA	61254
NET AREA	61254
TOTAL	
78	40
19	47
0	0

10/11/15



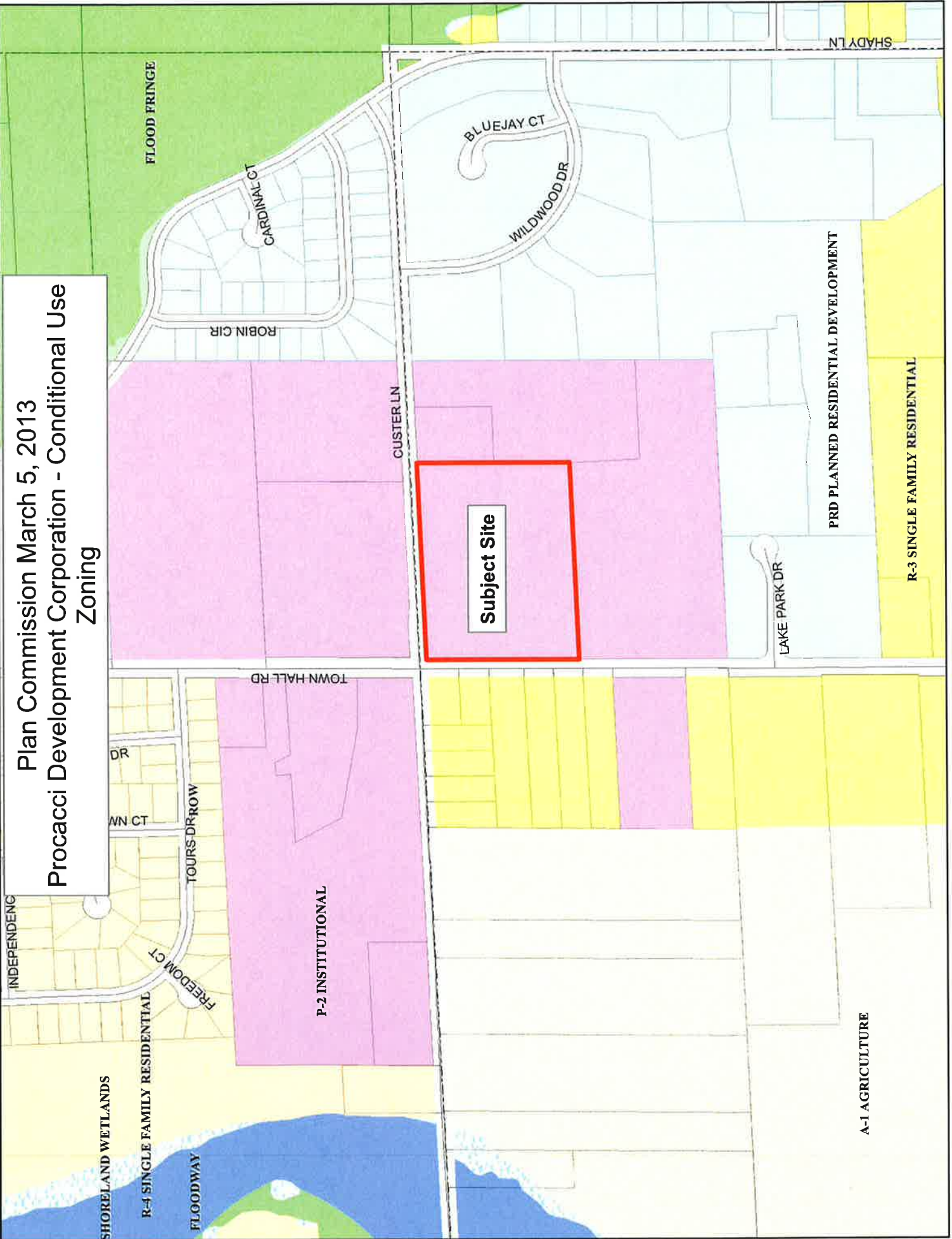


Plan Commission March 5, 2013  
Procacci Development Corporation - Conditional Use  
Land Use





Plan Commission March 5, 2013  
Procacci Development Corporation - Conditional Use  
Zoning





**Village Board - Regular**

**8. a.**

**Meeting Date:** 04/01/2013  
**Topic:** Private Sanitary Sewer Interceptor Agreement  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of the Private Interceptor Main Sanitary Sewer Facilities Operation, Inspection, & Maintenance Agreement between the Village of Menomonee Falls and R-K Associates of Waukesha Limited Partnership as part of the Crossroads Shopping Center Facade Renovation.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

Crossroads San Maint Agr #1

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# TEMPORARY PRIVATE INTERCEPTOR MAIN SANITARY SEWER FACILITIES OPERATION, INSPECTION, & MAINTENANCE AGREEMENT

Village of Menomonee Falls

THIS AGREEMENT is between R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP ("Property Owner"), and the Village of Menomonee Falls, (the "Village"). It is based upon the following:

- A. The Property Owner is the owner of certain real property (the "Property") located in the Village of Menomonee Falls, and which is further described as follows: Certified Survey Map 7648 as recorded by deed in the land records of Waukesha County, Volume 65, Pages 212 to 214 Document Number 2032445 as shown in Exhibit "A".
- B. The Property Owner intends to install temporary laterals on a private sewer on the Property in accordance with the construction plans (the "Plan") approved by the Village, the Milwaukee Metropolitan Sewerage District (MMSD) and the Wisconsin Department of Safety and Professional Services – Division of Safety and Buildings on file in the Village Engineering office.
- C. Constructing the temporary laterals as shown on the plan will turn the existing sewer line into a private interceptor main. The private sanitary sewer interceptor shall include all manholes and laterals associated with private interceptor main sewer (the "Private Sewer") within the confines of the Property as shown on Exhibit "B".
- D. The Village, MMSD and Wisconsin Department of Safety and Professional Services – Division of Safety and Buildings require that the Private Sewer as shown on the Plan be operated and adequately maintained by the Property Owner.

NOW, THEREFORE, based on the above, the parties agree as follows:

1. The Private Sewer shall comply with all current requirements as well as any future revisions of Comm. 81 of the Wis. Adm. Code and Chapter 2 of the "MMSD Rules and Regulations" and shall be constructed by the Property Owner in compliance with Village approved plans and specifications identified in the Plan.
2. The Private Sewer shall be inspected by a qualified consulting firm approved by the Village. The Property Owner shall be responsible to pay all costs associated with inspection of the Private Sewer construction.
3. The Property Owner shall supply the Village with complete set of as-built construction drawings and in AutoCAD format (\*.DWG) on computer disk or CD of the Private Sewer within twenty (20) days of the connection of the temporary lateral. The plan will be used by the Village to determine if the connect was constructed according to the Village approved plans. The Private Sewer will be considered complete by the Village upon the Village's approval of the as-built plan.
4. The Property owner shall not construct, place or allow or suffer the construction or placement of structures and/or landscaping over the Private Sewer that will affect the operation and maintenance of the Private Sewer without the specific written approval of the Village except for the bituminous asphalt pavement that has been previously approved.
5. The Property Owner shall adequately maintain the Private Sewer. Adequate maintenance shall mean the preservation of the functional integrity and efficiency of a wastewater conveyance facility, including its equipment and structures. The term includes preventive maintenance, correctional maintenance and replacement of defective materials. Maintenance includes but is not limited to; root-cutting, rodding out, high pressure sewer jetting, closed-circuit televising, dye testing, manhole inspection and repairing leaks.

6. The Property Owner shall hire a licensed professional engineer to inspect the Private Sewer every 3 (three) years by closed-circuit televising, jet clean with vacuuming every 3 (three) years and submit an inspection report and video to the Village Sewer Utility as proof of compliance. The Village will work with the Property Owner to determine if any maintenance is necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall also cover the sanitary manholes for signs of infiltration. The conditions shall be noted in the inspection report.
7. The Property Owner will perform or otherwise be responsible for any work necessary to keep the Private Sewer in good working order. This obligation includes making all the necessary repairs and/or improvements to correct damages, both natural and man made; and to resolve any citizen complaints related to the "Property Owners" obligations under this agreement. If deficiencies or damages are noted in the inspection report provided to the Village under ¶5 or if complaints are reported to the Village related to the "Property Owners" obligations under this agreement, the Property Owner has thirty (30) days from the date of the report or complaint to take appropriate measures to correct any deficiencies or damages and respond to citizen complaints. The Property Owner shall promptly advise the Village of the actions taken to respond to, address or correct any deficiencies or complaints.
8. The Property Owner hereby grants permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the Private sewer whenever the Village deems necessary.
9. If the Property Owner fails to inspect the Private Sewer as required, or maintain the Private Sewer in good working condition acceptable to the Village and make all the necessary repairs and/or improvements to correct damages, both natural and man made, and to resolve any complaints, the Village, upon thirty (30) days written notice to the Property Owner, may enter upon the Property and take whatever steps necessary to correct deficiencies. In addition, if the Village performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Village shall be empowered without notice of public hearing, to impose a special charge for the cost of said work upon the Property payable at the next succeeding tax bill.
10. This Agreement imposes no liability of any kind whatsoever on the Village. The Property Owner agrees to hold harmless the Village, its board members, employees, agents, and officers from any costs, damages, loss, claim, suit, liability or award which may arise, come, be brought or incurred or assessed because of the existence of, any action or failure to act with respect to the Private Sewer on the Property or because of any adverse effect upon any person or property related or alleged to be related to the Private Sewer from any liability if the Private Sewer fails to operate properly. The Village shall have the right to defend any such claim and the Property Owner shall reimburse the Village for any and all cost and/or expenses, including but not limited to attorney's fees, which the Village may incur as a result of such claims.
11. This Agreement shall become effective as of the date it is approved by the Village or executed by the Property Owner and shall remain in effect until the temporary lateral connection is terminated.
12. This Agreement shall terminate upon inspection and acceptance of the lateral termination by Menomonee Falls. The lateral termination shall consist of capping the temporary lateral at the private interceptor main to ensure a water tight seal in accordance with Village of Menomonee Falls standard requirements. The Village shall inspect all work prior to backfilling to ensure requirements are met. Once the termination is complete, the Village shall record the termination with Waukesha County within sixty (60) days of the final acceptance of the termination.
13. By signing below, the person signing on behalf of the Property Owner represents that he has authority to act on behalf of the Property Owner, and has authority to sign this Agreement on the Property Owner's behalf.
14. This Agreement shall be recorded with the Register of Deeds of Waukesha County, Wisconsin, and shall constitute a covenant running with the land, and shall be binding on parties, their successors or assigns.



Exhibit "A"





Stock No. 26273

FILE COPY

CERTIFIED SURVEY MAP NO. 7698

Page 1 of 3

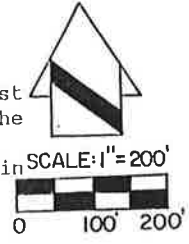
Part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 4, T8N, R20E and being a redivision of Lot 101A of Certified Survey Map No. 6188 VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



LOCATION MAP SCALE: 1" = 2640' SEC. 4, T8N, R20E

- LEGEND:
- o - Iron pipe 24" x 1" dia. (placed) 1.13 + lbs per lin. ft.
  - - Iron pipe 24" x 1" dia. (found) 1.13 + lbs per lin. ft.
  - ▲ - Concrete nail found

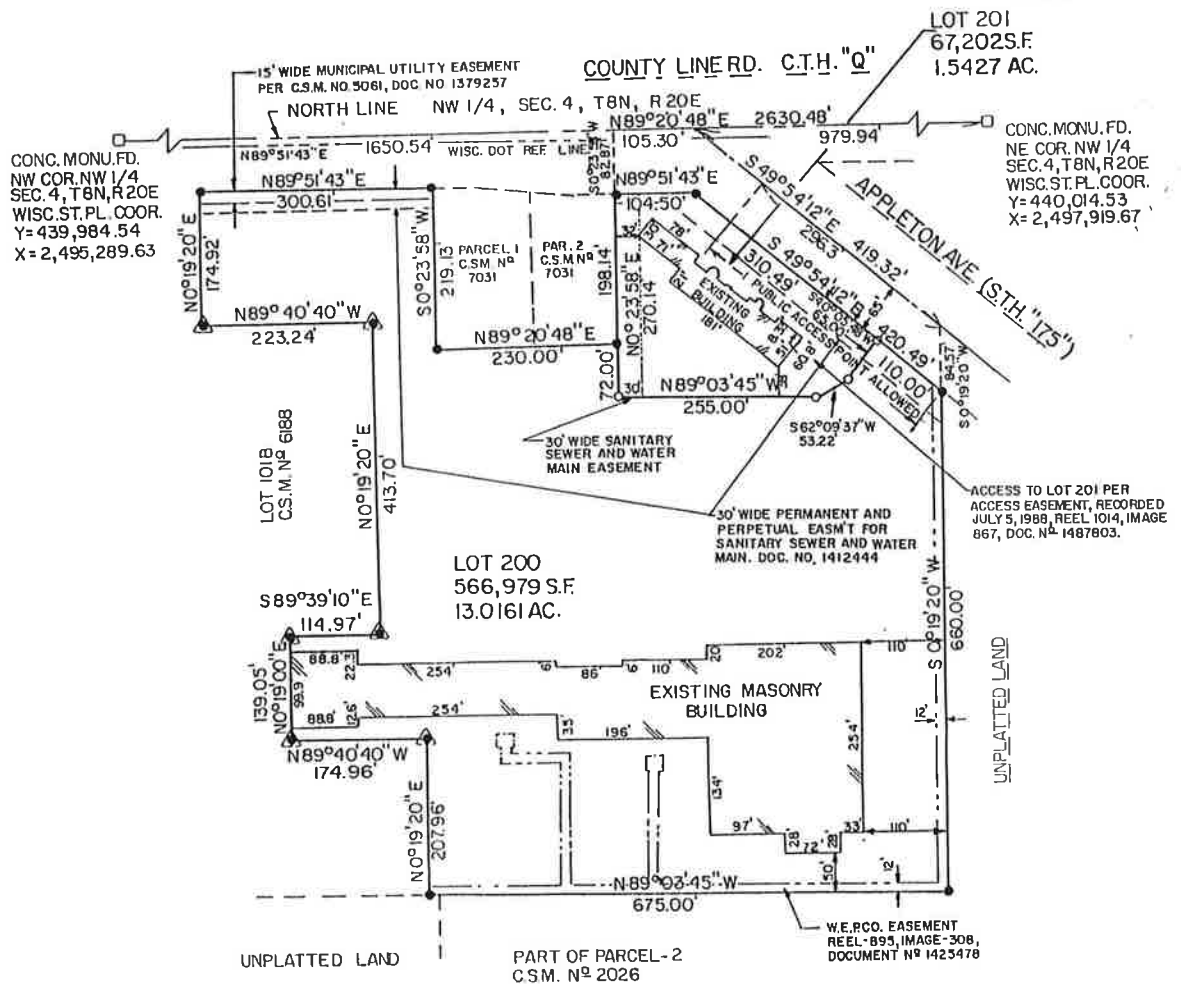
REFERENCE BEARING: The north line of the Northwest Quarter (NW 1/4) of Section 4-8-20 was used as the reference bearing and has a bearing of North 89°20'48" East (referenced to Grid North Wisconsin State Plane Coordinate System, South Zone).



JOHN W. JAHNKE - Wis. Reg. No. S-917 Dated this 5<sup>TH</sup> day of JANUARY, 1995.



All electric, telephone, and communication distribution lines and laterals including CATV cables, constructed after the recording of this Certified Survey Map shall be placed underground.





Stock No. 26273

Page 2 of 3

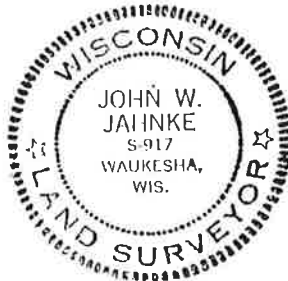
**CERTIFIED SURVEY MAP NO. 76418**  
 Part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 4, T8N, R20E  
 and being a redivision of Lot 101A of Certified Survey Map No. 6188  
 VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, John W. Jahnke, registered land surveyor, being duly sworn on oath, hereby depose and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that part of the Northwest Quarter (NW 1/4) and Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 4, Town 8 North, Range 20 East, and being a redivision of Lot 101A of Certified Survey Map No. 6188, Village of Menomonee Falls, Waukesha County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of said Northwest Quarter (NW 1/4) of Section 4, being a concrete monument; thence South 89°20'48" West along the north line of said Northwest Quarter (NW 1/4) 979.94 feet to the center line of S.T.H. 175 (Appleton Avenue), being marked by a Wisconsin Department of Transportation monument; thence continuing South 89°20'48" West along said north line 105.30 feet; thence South 00°23'58" West 82.87 feet to the south right-of-way line of C.T.H. Q (County Line Road), being the place of beginning of the lands hereinafter to be described; thence North 89°51'43" East along said south right-of-way line 104.50 feet to the westerly right-of-way line of S.T.H. 175; thence South 49°54'12" East along said right-of-way line 420.49 feet; thence South 00°19'20" West 660.00 feet; thence North 89°03'45" West 675.00 feet to the west line of Lot 101A of Certified Survey Map No. 6188; thence North 00°19'20" East along said west line 207.96 feet; thence North 89°40'40" West along said west line 174.96 feet; thence North 00°19'00" East along said west line 139.05 feet; thence South 89°39'10" East along said west line 114.97 feet; thence North 00°19'20" East along said west line 413.70 feet; thence North 89°40'40" West along said west line 223.24 feet; thence North 00°19'20" East along said west line 174.92 feet to the south right-of-way line of C.T.H. Q (County Line Road); thence North 89°51'43" East along said south right-of-way line 300.61 feet to the west line of Parcel 1 of Certified Survey Map No. 7031 and the line of the above said Certified Survey Map No. 6188; thence along said common line South 00°23'58" West 219.13 feet to the south line of Parcels 1 and 2 of Certified Survey Map No. 7031 and the north line of Certified Survey Map No. 6188; thence North 89°20'48" East along said common line 230.00 feet to the east line of said Parcel 2 of Certified Survey Map No. 7031 and the line of Certified Survey Map No. 6188; thence North 00°23'58" East along the common line 198.14 feet to the south right-of-way line of C.T.H. Q (County Line Road) and the place of beginning. Containing a net area of 14.5588 acres or 634,181 square feet of land.

I further certify that I have made such survey, land division and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Menomonee Falls in surveying, dividing and mapping the same.



*John W. Jahnke*  
 JOHN W. JAHNKE - Wis. Reg. No. S-917

STATE OF WISCONSIN)ss  
 COUNTY OF WAUKESHA)

The above certificate subscribed and sworn to me this 5<sup>th</sup> day of January, 1995.

My commission expires September 7, 1997.

*Geraldine E. Chaltry*  
 GERALDINE E. CHALTRY - NOTARY PUBLIC

OWNERS: R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP

Instrument drafted by John W. Jahnke





Stock No. 26273

**CERTIFIED SURVEY MAP NO. 76418**

Part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 4, T8N, R20E and being a redivision of Lot 101A of Certified Survey Map No. 6188 VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN

OWNERS' CERTIFICATE OF DEDICATION:

R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP, a Wisconsin Limited Partnership, as owner, does hereby certify that said partnership caused the land described on this plat to be surveyed, divided and mapped as represented on this plat.

IN WITNESS WHEREOF, REDMOND DEVELOPMENT CORPORATION, a General Partner of R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP, has caused these presents to be signed by THOMAS J. REDMOND, President, and MARK D. REDMOND, Secretary, at Waukesha, Wisconsin, and its corporate seal to be hereunto affixed this 13th day of January, 1995.

[Signature]  
THOMAS J. REDMOND - PRESIDENT  
REDMOND DEVELOPMENT CORPORATION,  
A GENERAL PARTNER

[Signature]  
MARK D. REDMOND - SECRETARY  
REDMOND DEVELOPMENT CORPORATION,  
A GENERAL PARTNER

STATE OF WISCONSIN)ss  
COUNTY OF WAUKESHA)

Personally came before me this 13th day of January, 1995, THOMAS J. REDMOND and MARK D. REDMOND, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority as a General Partner of R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP.

My commission expires 3/16/97

[Signature]  
NOTARY PUBLIC  
STATE OF WISCONSIN  
Susan J. Schmitt  
NOTARY PUBLIC STATE OF WISCONSIN

PLAN COMMISSION APPROVAL:

Preliminary Approval March 8, 1995  
Date

[Signature]  
THOMAS E. SCHMIDT - SECRETARY

Final Approval March 8, 1995  
Date

[Signature]  
THOMAS E. SCHMIDT - SECRETARY

VILLAGE BOARD APPROVAL:

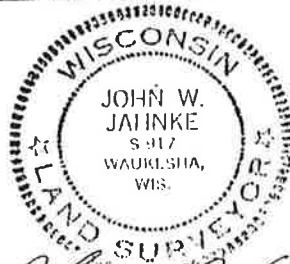
Resolved that the Certified Survey Map by R-K ASSOCIATES OF WAUKESHA LIMITED PARTNERSHIP, owner of said lands, being a part of the NE 1/4 and NW 1/4 of the NW 1/4 of Section 4, T8N, R20E, Village of Menomonee Falls, Waukesha County, Wisconsin, having been approved by the Plan Commission and the same is hereby approved\* by the Village Board of Trustees of the Village of Menomonee Falls on this 3rd day of APRIL, 1995.

\*and the dedications contained herein accepted

I hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Village Board of Trustees of the Village of Menomonee Falls, Wisconsin, on April 3, 1995, 1995.

[Signature]  
JOSEPH J. GRECO - PRESIDENT

[Signature]  
PATRICIA A. STRUVE - CLERK



Doc # 2032445  
Vol. 65 Page 212-214  
April 11, 1995



JOHN W. JAHNKE - Wis. Reg. No. S-917  
Dated this 5th day of JANUARY, 1995.

Exhibit "B"







**Village Board - Regular**

**8. b.**

**Meeting Date:** 04/01/2013  
**Topic:** Preliminary & Final Resolution for 2012 Curb & Gutter Program  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of a Preliminary and Final Resolution for the 2012 Curb & Gutter Repair and Replacement Program, Project No. 41165.

**Background Information:**

This Special Assessment is for the replacement of concrete driveway approaches that were done as part of the 2012 Curb & Gutter Program at the request of the property owners. Each property owner signed a Waiver of Special Assessment and the waivers are on file in the Engineering Dept.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

2012 Curb Resolution #1

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RESOLUTION NO. \_\_\_-R-13

**PRELIMINARY AND FINAL RESOLUTION DECLARING THE INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 WIS. STATS.**

**WHEREAS**, the Village Board of Trustees of the Village of Menomonee Falls, Wisconsin has secured and has on file Waivers of Special Assessment Notices and Hearings under Section 66.0703 Wis. Stats. from owners of the following Tax Key Numbers:

0033.047	0034.100	0034.118	0034.127	0034.130	0034.164
0034.221	0057.213	0057.214	0057.215	0057.222	0057.225

Affected on the Report of the Village Director of Engineering Services for the Replacement of Defective Concrete Driveway Approach under the 2012 Curb, Gutter and Driveway Approach Construction, Project No. 41165.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees of the Village of Menomonee Falls, as follows:

1. That the Report of the Village Director of Engineering Services pertaining to the construction of the above described improvements, including plans and specifications therefore or as modified, is hereby APPROVED and ADOPTED;
2. That the Village Manager is directed to carry out the work of such improvements in accordance with the Report of the Village Director of Engineering Services;
3. That such public improvement constitutes an exercise of the Village police power;
4. That the assessments shown on the report, as modified, are true and correct and have been determined on a reasonable basis and hereby confirmed;
5. That payment for said improvements is made by ASSESSING the cost to the property benefited as indicated in said Report;
6. The special assessments for all projects included in said Report are hereby combined as a single assessment, but any interested property owner shall be entitled to object to any such assessment for any single purpose or for more than one purpose;

That notice is hereby given that the amount of the special assessment therefore has been determined as to the parcel of property affected as indicated in said Report.

7. The special assessments may be paid in cash on or before the expiration of 30 days from the date of the Special Assessment Notice without interest or in no more than 10 annual installment payments as permitted under ordinance Section 86-12 of the Village Municipal Code and Section 66.0715(3) of Wisconsin Statutes. All assessments not paid in cash on or before the expiration of 30 days from the date of the Special Assessment Notice shall accrue interest commencing on the date of the Special Assessment Notice on the outstanding, unpaid balance of the assessment at the rate of nine percent (9%) per annum and collected with regular taxes. The outstanding balance of the assessment may be paid in full at anytime with interest through the date of payment.
8. The Village Clerk is directed to publish this Resolution in the Menomonee Falls Now; and is further directed to mail a copy of this Resolution to every property owner whose name appears on the assessment roll whose post office address is known or with reasonable diligence can be ascertained.

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Randall R. Newman,  
Village President

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Clerk

*Adopted: April 1, 2013*

*Published: April 11, 2013*



**Village Board - Regular**

**8. c.**

**Meeting Date:** 04/01/2013  
**Topic:** Preliminary & Final Resolution for 2012 Asphalt Paving Program  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

---

**Information**

**Subject:**

Consideration of a Preliminary and Final Resolution for the 2012 Road Maintenance Program – Asphalt Paving, Project No. 41166.

**Background Information:**

This Special Assessment is for the replacement of concrete driveway approaches that were done as part of the 2012 Asphalt Paving Program at the request of the property owners. Each property owner signed a Waiver of Special Assessment and the waivers are on file in the Engineering Dept.

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

2012 Asphalt Resolution #1

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RESOLUTION NO. \_\_\_\_-R-13

**PRELIMINARY AND FINAL RESOLUTION DECLARING THE INTENT TO EXERCISE SPECIAL ASSESSMENT POWERS UNDER SECTION 66.0703 WIS. STATS.**

**WHEREAS**, the Village Board of Trustees of the Village of Menomonee Falls, Wisconsin has secured and has on file Waivers of Special Assessment Notices and Hearings under Section 66.0703 Wis. Stats. from owners of the following Tax Key Numbers:

0016.045            0016.195            0037.216            0037.218  
0037.225            0037.228            0037.229

Affected on the Report of the Village Director of Engineering Services for the Replacement of Defective Concrete Driveway Approach under the 2012 Road Maintenance Program – Asphalt Paving, Project No. 41166.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of Trustees of the Village of Menomonee Falls, as follows:

1. That the Report of the Village Director of Engineering Services pertaining to the construction of the above described improvements, including plans and specifications therefore or as modified, is hereby APPROVED and ADOPTED;
2. That the Village Manager is directed to carry out the work of such improvements in accordance with the Report of the Village Director of Engineering Services;
3. That such public improvement constitutes an exercise of the Village police power;
4. That the assessments shown on the report, as modified, are true and correct and have been determined on a reasonable basis and hereby confirmed;
5. That payment for said improvements is made by ASSESSING the cost to the property benefited as indicated in said Report;
6. The special assessments for all projects included in said Report are hereby combined as a single assessment, but any interested property owner shall be entitled to object to any such assessment for any single purpose or for more than one purpose;

That notice is hereby given that the amount of the special assessment therefore has been determined as to the parcel of property affected as indicated in said Report.

7. The special assessments may be paid in cash on or before the expiration of 30 days from the date of the Special Assessment Notice without interest or in no more than 10 annual installment payments as permitted under ordinance Section 86-12 of the Village Municipal Code and Section 66.0715(3) of Wisconsin Statutes. All assessments not paid in cash on or before the expiration of 30 days from the date of the Special Assessment Notice shall accrue interest commencing on the date of the Special Assessment Notice on the outstanding, unpaid balance of the assessment at the rate of nine percent (9%) per annum and collected with regular taxes. The outstanding balance of the assessment may be paid in full at anytime with interest through the date of payment.
8. The Village Clerk is directed to publish this Resolution in the Menomonee Falls Now; and is further directed to mail a copy of this Resolution to every property owner whose name appears on the assessment roll whose post office address is known or with reasonable diligence can be ascertained.

\_\_\_\_\_  
Randall R. Newman,  
Village President

\_\_\_\_\_  
Clerk

*Adopted: April 1, 2013*  
*Published: April 11, 2013*





**Village Board - Regular**

**8. d.**

**Meeting Date:** 04/01/2013  
**Topic:** Award of Contract for 2013 Curb & Gutter Program  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

---

**Information**

**Subject:**

Consideration of the Award of Contract for the 2013 Curb & Gutter and Driveway Approach Program, Project No. 41171.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Village Board - Regular**

**8. e.**

**Meeting Date:** 04/01/2013  
**Topic:** Award of Contract for the 2013 Asphalt Paving Program  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of the Award of Contract for the 2013 Asphalt Paving Program, Project No. 41172.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Village Board - Regular**

**8. f.**

**Meeting Date:** 04/01/2013  
**Topic:** Award of Contract for the 2013 Road Maintenance Program  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of the Award of Contract for the 2013 Road Maintenance Program, Black Boiler Slag Project, No. 13-1.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Village Board - Regular**

**8. g.**

**Meeting Date:** 04/01/2013  
**Topic:** Award of Contract for the Richfield Way Road Extension Phase I  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of the Award of Contract for the Richfield Way Road Extension Phase I Project, #62004-01.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

Phase I Bid Memo #1

Phase I Bid Summary #1

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VILLAGE OF MENOMONEE FALLS  
W156 N8480 Pilgrim Road  
Menomonee Falls, WI 53051  
(262) 532-4200

# MEMO

To: Mark Fitzgerald, Village Manager

From: Thomas M. Hoffman, PE,  
Director of Engineering Services

Cc: Arlyn Johnson, Director of Public Works/ Asst. Village Manager  
Jason Kaczmarek, Director of Financial Services

Date: March 27, 2013

Re: Bid Recommendation Memo for the Award of Contract  
Richfield Way Road Extension Phase I  
Project #62004-01

---

Bids for the Richfield Way Road Extension Phase I Project were let on February 28, 2013 and were opened on Thursday March 14, 2013 with six (6) contractors submitting bids. The work consists of the first phase of extending Richfield Way from Pilgrim Road to Water Street. The first phase will be from Pilgrim Road to the west lot line of the former Western Industries property. Phase I will include road work, sanitary sewer relay, water main installation, storm sewer installation and construction of a detention pond on the former pump station #3 site. A copy of the bid tabulation is attached to this memo.

## **FISCAL NOTE**

The Engineering Department has reviewed the submitted bids and the low bid was submitted by BCF Construction Corporation for the Total Base Bid in the amount of \$1,465,434.46 The Engineers Estimate for this project was \$1,700,000 for the Total Base Bid.

## **RECOMMENDATION:**

**The Engineering Department recommends that the Village Board Award the Contract for the Richfield Way Road Extension Phase I Project, #62004-01, to BCF Construction Corporation in the Total Base Bid Amount of \$1,465,434.46 with the funds to come from the Village's intent to reimburse ourselves from the future borrowing for TID #8.**

**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

BID OPENING : MARCH 14, 2013 @ 1:00 P.M.  
 MENOMONEE FALLS ENGINEERING/CD  
 CONFERENCE ROOMS #3344 & #3345

Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
BCF Construction Corporation 1321 E. Wabash Ave. Waukesha, WI 53186	DF Tomasini, Inc. N70 W25176 Indian Grass Lane Sussex, WI 53089	Willkomm Excavating & Grading, Inc. 17108 County Line Rd Union Grove, WI 53182	MJ Construction, Inc. 8617 W. Kaul Ave. Milwaukee, WI 53225	RAMS Contracting, LTD. P.O. Box 398 Lannon, WI 53046	Heartland Construction, Inc. 393 Hartford Road Slinger, WI 53086

BID BOND	5%	5%	5%	5%	5%	5%
<b>TOTAL BASE BID - (Items 1 through 85)</b>	<b>\$1,465,434.46</b>	<b>\$1,705,598.35</b>	<b>\$1,716,321.55</b>	<b>\$1,760,697.10</b>	<b>\$1,792,224.10</b>	<b>\$1,811,794.50</b>

ITEM	DESCRIPTION	QUANTITY	UNIT						
<b><i>I. Removals</i></b>									
1	REMOVING ASPHALT PAVEMENT	4,960.0	SY	\$3.00	\$2.67	\$1.00	\$2.70	\$1.28	\$1.75
				\$14,880.00	\$13,243.20	\$4,960.00	\$13,392.00	\$6,348.80	\$8,680.00
2	REMOVING CONCRETE PAVEMENT	80.0	SY	\$5.00	\$5.89	\$15.20	\$14.50	\$7.00	\$3.00
				\$400.00	\$471.20	\$1,216.00	\$1,160.00	\$560.00	\$240.00
3	REMOVING CURB & GUTTER	2,050.0	LF	\$3.00	\$5.55	\$2.95	\$2.90	\$2.50	\$1.50
				\$6,150.00	\$11,377.50	\$6,047.50	\$5,945.00	\$5,125.00	\$3,075.00
4	REMOVAL OF BURIED CONCRETE ROADWAY	1,000.0	SF	\$1.00	\$1.00	\$3.75	\$1.60	\$0.98	\$1.50
				\$1,000.00	\$1,000.00	\$3,750.00	\$1,600.00	\$980.00	\$1,500.00
5	ABANDONING MANHOLE	12.0	EA	\$250.00	\$450.00	\$854.00	\$200.00	\$285.77	\$350.00
				\$3,000.00	\$5,400.00	\$10,248.00	\$2,400.00	\$3,429.24	\$4,200.00
6	ABANDONING INLET	7.0	EA	\$150.00	\$450.00	\$903.00	\$180.00	\$87.93	\$250.00
				\$1,050.00	\$3,150.00	\$6,321.00	\$1,260.00	\$615.51	\$1,750.00
7	REMOVING MANHOLE	2.0	EA	\$500.00	\$800.00	\$2,000.00	\$500.00	\$137.39	\$750.00
				\$1,000.00	\$1,600.00	\$4,000.00	\$1,000.00	\$274.78	\$1,500.00
8	REMOVE CULVERT	1.0	EA	\$0.00	\$2,166.00	\$0.00	\$500.00	\$137.39	\$250.00
				\$0.00	\$2,166.00	\$0.00	\$500.00	\$137.39	\$250.00
9	CLEARING & GRUBBING	1.0	LS	\$3,900.00	\$5,500.00	\$10,000.00	\$5,500.00	\$9,000.00	\$9,900.00
				\$3,900.00	\$5,500.00	\$10,000.00	\$5,500.00	\$9,000.00	\$9,900.00
<b>SUB TOTAL - (Items 1 through 9)</b>				<b>\$31,380.00</b>	<b>\$43,907.90</b>	<b>\$46,542.50</b>	<b>\$32,757.00</b>	<b>\$26,470.72</b>	<b>\$31,095.00</b>
<b><i>II. Roadway Construction</i></b>									
10	MOBILIZATION	1.0	LS	\$50,000.00	\$12,500.00	\$12,000.00	\$2.09	\$60,000.00	\$45,000.00
				\$50,000.00	\$12,500.00	\$12,000.00	\$2.09	\$60,000.00	\$45,000.00
11	TRAFFIC CONTROL	1.0	LS	\$5,000.00	\$11,250.00	\$11,400.00	\$1.00	\$5,000.00	\$4,500.00
				\$5,000.00	\$11,250.00	\$11,400.00	\$1.00	\$5,000.00	\$4,500.00
12	UNCLASSIFIED EXCAVATION	1.0	LS	\$75,000.00	\$41,500.00	\$34,800.00	\$24,000.00	\$47,000.00	\$45,628.00
				\$75,000.00	\$41,500.00	\$34,800.00	\$24,000.00	\$47,000.00	\$45,628.00
13	CENTERLINE GRADING	2,152.0	LF	\$2.50	\$11.27	\$11.40	\$12.80	\$3.95	\$1.65
				\$5,380.00	\$24,253.04	\$24,532.80	\$27,545.60	\$8,500.40	\$3,550.80
14	SUBGRADE REPAIR	20.0	CY	\$80.00	\$38.70	\$25.00	\$52.00	\$19.55	\$50.00
				\$1,600.00	\$774.00	\$500.00	\$1,040.00	\$391.00	\$1,000.00
15	BASE AGGREGATE DENSE 3/4-INCH	1,907.0	TON	\$8.00	\$8.50	\$9.50	\$9.60	\$8.90	\$9.85
				\$15,256.00	\$16,209.50	\$18,116.50	\$18,307.20	\$16,972.30	\$18,783.95
16	BASE AGGREGATE DENSE 1 1/4-INCH	9,535.0	TON	\$8.00	\$8.25	\$9.10	\$9.40	\$8.99	\$8.50
				\$76,280.00	\$78,663.75	\$86,768.50	\$89,629.00	\$85,719.65	\$81,047.50
17	6" CONCRETE DRIVEWAY with BASE	52.0	SY	\$34.56	\$38.25	\$42.00	\$43.00	\$38.70	\$38.70
				\$1,797.12	\$1,989.00	\$2,184.00	\$2,236.00	\$2,012.40	\$2,012.40
18	ASPHALT PAVEMENT BINDER	1,837.0	TON	\$48.65	\$45.10	\$48.00	\$47.50	\$45.10	\$45.10
				\$89,370.05	\$82,848.70	\$88,176.00	\$87,257.50	\$82,848.70	\$82,848.70
19	ASPHALT PAVEMENT SURFACE	1,227.0	TON	\$54.10	\$50.10	\$53.30	\$53.50	\$50.10	\$50.10
				\$66,380.70	\$61,472.70	\$65,399.10	\$65,644.50	\$61,472.70	\$61,472.70
20	30" REINFORCED CONCRETE CURB AND GUTTER	7,196.0	LF	\$10.75	\$10.05	\$11.30	\$10.20	\$10.40	\$10.40
				\$77,357.00	\$72,319.80	\$81,314.80	\$73,399.20	\$74,838.40	\$74,838.40
21	CONCRETE PAVEMENT 8-INCH	505.0	SY	\$40.40	\$43.50	\$42.00	\$45.00	\$38.25	\$38.25
				\$20,402.00	\$21,967.50	\$21,210.00	\$22,725.00	\$19,316.25	\$19,316.25
22	CONCRETE PAVEMENT 12-INCH	181.0	SY	\$52.00	\$55.50	\$54.10	\$57.00	\$50.00	\$50.00
				\$9,412.00	\$10,045.50	\$9,792.10	\$10,317.00	\$9,050.00	\$9,050.00

**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
BCF Construction Corporation	DF Tomasini, Inc.	Willkomm Excavating & Grading, Inc.	MJ Construction, Inc.	RAMS Contracting, LTD.	Heartland Construction, Inc.

**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
			BCF Construction Corporation	DF Tomasini, Inc.	Willkomm Excavating & Grading, Inc.	MJ Construction, Inc.	RAMS Contracting, LTD.	Heartland Construction, Inc.
23	CONCRETE PAVERS	564.0 SF	\$15.00 \$8,460.00	\$20.20 \$11,392.80	\$10.90 \$6,147.60	\$16.50 \$9,306.00	\$18.20 \$10,264.80	\$18.00 \$10,152.00
24	CONCRETE MEDIAN SLOPED NOSE	86.0 SF	\$6.50 \$559.00	\$8.50 \$731.00	\$6.80 \$584.80	\$8.90 \$765.40	\$5.00 \$430.00	\$5.00 \$430.00
25	CONCRETE SIDEWALK 5-INCH AND BASE	17,688.0 SF	\$2.20 \$38,913.60	\$2.76 \$48,818.88	\$2.30 \$40,682.40	\$3.30 \$58,370.40	\$2.89 \$51,118.32	\$2.89 \$51,118.32
26	CONCRETE DRIVEWAY 8" WITH WIRE MESH	130.0 SY	\$40.40 \$5,252.00	\$47.25 \$6,142.50	\$42.00 \$5,460.00	\$49.00 \$6,370.00	\$44.46 \$5,779.80	\$45.00 \$5,850.00
27	CURB RAMPS WITH METADOMES	13.0 EA	\$325.00 \$4,225.00	\$525.00 \$6,825.00	\$338.00 \$4,394.00	\$530.00 \$6,890.00	\$210.00 \$2,730.00	\$210.00 \$2,730.00
28	REMOVE AND REPLACE TRAFFIC SIGNAL LOOPS AND CONDUIT	1.0 LS	\$5,000.00 \$5,000.00	\$10,000.00 \$10,000.00	\$6,100.00 \$6,100.00	\$6,200.00 \$6,200.00	\$6,500.00 \$6,500.00	\$1,500.00 \$1,500.00
29	HOT EPOXY PAVEMENT MARKINGS 4-INCH STRIPED	3,447.0 LF	\$0.35 \$1,206.45	\$0.40 \$1,378.80	\$0.40 \$1,378.80	\$0.37 \$1,275.39	\$0.35 \$1,206.45	\$0.35 \$1,206.45
30	HOT EPOXY PAVEMENT MARKINGS 4-INCH SOLID	2,824.0 LF	\$0.35 \$988.40	\$0.40 \$1,129.60	\$0.40 \$1,129.60	\$0.37 \$1,044.88	\$0.35 \$988.40	\$0.35 \$988.40
31	HOT EPOXY PAVEMENT MARKINGS 6-INCH SOLID	517.0 LF	\$6.15 \$3,179.55	\$4.70 \$2,429.90	\$4.90 \$2,533.30	\$6.50 \$3,360.50	\$6.15 \$3,179.55	\$6.15 \$3,179.55
32	HOT EPOXY PAVEMENT MARKINGS 12-INCH SOLID	33.0 LF	\$8.45 \$278.85	\$10.50 \$346.50	\$10.90 \$359.70	\$8.90 \$293.70	\$8.45 \$278.85	\$8.45 \$278.85
33	STRUCTURED SOIL	2,320.0 CY	\$12.00 \$27,840.00	\$42.00 \$97,440.00	\$38.60 \$89,552.00	\$14.00 \$32,480.00	\$35.10 \$81,432.00	\$34.80 \$80,736.00
34	TOPSOIL STRIPPING, STOCKPILING & REPLACEMENT	1,918.0 SY	\$6.00 \$11,508.00	\$3.25 \$6,233.50	\$21.40 \$41,045.20	\$5.60 \$10,740.80	\$3.50 \$6,713.00	\$4.54 \$8,707.72
35	PLANTING SOIL MIX	2,165.0 SY	\$0.00 \$0.00	\$10.50 \$22,732.50	\$14.45 \$31,284.25	\$4.20 \$9,093.00	\$14.02 \$30,353.30	\$13.90 \$30,093.50
36	SEEDING MIX No. 40	1,918.0 SY	\$0.28 \$537.04	\$2.26 \$4,334.68	\$0.30 \$575.40	\$0.70 \$1,342.60	\$1.26 \$2,416.68	\$1.25 \$2,397.50
37	FERTILIZER TYPE B	1,918.0 SY	\$0.10 \$191.80	\$0.40 \$767.20	\$0.05 \$95.90	\$0.08 \$153.44	\$0.07 \$134.26	\$0.07 \$134.26
<b>SUB TOTAL - (Items 10 through 37)</b>			<b>\$601,374.56</b>	<b>\$656,496.35</b>	<b>\$687,516.75</b>	<b>\$569,790.20</b>	<b>\$676,647.21</b>	<b>\$648,551.25</b>
<b>III. Utilities</b>								
38	ADJUST CASTING	5.0 EA	\$500.00 \$2,500.00	\$500.00 \$2,500.00	\$765.00 \$3,825.00	\$360.00 \$1,800.00	\$291.26 \$1,456.30	\$150.00 \$750.00
39	STORM SEWER CATCH BASIN	33.0 EA	\$1,750.00 \$57,750.00	\$1,375.00 \$45,375.00	\$2,070.00 \$68,310.00	\$2,200.00 \$72,600.00	\$1,692.61 \$55,856.13	\$1,150.00 \$37,950.00
40	48-INCH STORM SEWER MANHOLE	2.0 EA	\$1,500.00 \$3,000.00	\$1,000.00 \$2,000.00	\$2,000.00 \$4,000.00	\$2,300.00 \$4,600.00	\$1,884.95 \$3,769.90	\$1,150.00 \$2,300.00
41	60-INCH STORM SEWER MANHOLE	9.0 EA	\$2,200.00 \$19,800.00	\$1,750.00 \$15,750.00	\$2,720.00 \$24,480.00	\$2,700.00 \$24,300.00	\$2,890.62 \$26,015.58	\$1,850.00 \$16,650.00
42	72-INCH STORM SEWER MANHOLE	4.0 EA	\$2,800.00 \$11,200.00	\$2,400.00 \$9,600.00	\$3,500.00 \$14,000.00	\$4,200.00 \$16,800.00	\$3,008.23 \$12,032.92	\$2,250.00 \$9,000.00
43	84-INCH STORM SEWER MANHOLE	1.0 EA	\$7,300.00 \$7,300.00	\$4,000.00 \$4,000.00	\$8,050.00 \$8,050.00	\$10,100.00 \$10,100.00	\$5,737.28 \$5,737.28	\$5,960.00 \$5,960.00
44	96-INCH STORM SEWER MANHOLE	2.0 EA	\$5,000.00 \$10,000.00	\$2,500.00 \$5,000.00	\$5,220.00 \$10,440.00	\$7,890.00 \$15,780.00	\$3,262.12 \$6,524.24	\$4,760.00 \$9,520.00
45	STORM SEWER PIPE RCP 12-INCH CL V	351.0 LF	\$32.00 \$11,232.00	\$55.00 \$19,305.00	\$35.00 \$12,285.00	\$50.00 \$17,550.00	\$49.46 \$17,360.46	\$28.00 \$9,828.00
46	STORM SEWER PIPE RCP 15-INCH CL IV	329.0 LF	\$36.00 \$11,844.00	\$45.00 \$14,805.00	\$36.00 \$11,844.00	\$52.00 \$17,108.00	\$50.56 \$16,634.24	\$29.00 \$9,541.00
47	STORM SEWER PIPE RCP 18-INCH CL III	67.0 LF	\$41.00 \$2,747.00	\$80.00 \$5,360.00	\$47.00 \$3,149.00	\$62.00 \$4,154.00	\$59.35 \$3,976.45	\$30.00 \$2,010.00
48	STORM SEWER PIPE RCP 24-INCH CL III	201.0 LF	\$44.00 \$8,844.00	\$70.00 \$14,070.00	\$49.00 \$9,849.00	\$67.00 \$13,467.00	\$63.75 \$12,813.75	\$38.00 \$7,638.00



**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
			BCF Construction Corporation	DF Tomasini, Inc.	Willkomm Excavating & Grading, Inc.	MJ Construction, Inc.	RAMS Contracting, LTD.	Heartland Construction, Inc.
49	STORM SEWER PIPE RCP 27-INCH CL III	0.0 LF	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00
50	STORM SEWER PIPE RCP 30-INCH CL III	505.0 LF	\$55.00 \$27,775.00	\$70.00 \$35,350.00	\$59.00 \$29,795.00	\$76.00 \$38,380.00	\$67.04 \$33,855.20	\$57.00 \$28,785.00
51	STORM SEWER PIPE RCP 36-INCH CL III	1,025.0 LF	\$67.00 \$68,675.00	\$90.00 \$92,250.00	\$80.00 \$82,000.00	\$93.00 \$95,325.00	\$87.93 \$90,128.25	\$80.00 \$82,000.00
52	STORM SEWER PIPE RCP 54-INCH CL III	39.0 LF	\$225.00 \$8,775.00	\$900.00 \$35,100.00	\$315.00 \$12,285.00	\$300.00 \$11,700.00	\$447.33 \$17,445.87	\$180.00 \$7,020.00
53	STORM SEWER PIPE RCP 34"x53" HORIZONTAL ELLIPTICAL	130.0 LF	\$200.00 \$26,000.00	\$250.00 \$32,500.00	\$241.00 \$31,330.00	\$190.00 \$24,700.00	\$153.87 \$20,003.10	\$148.00 \$19,240.00
54	STORM SEWER PIPE RCP 38"x60" HORIZONTAL ELLIPTICAL	226.0 LF	\$135.00 \$30,510.00	\$120.00 \$27,120.00	\$160.00 \$36,160.00	\$180.00 \$40,680.00	\$163.77 \$37,012.02	\$176.00 \$39,776.00
55	STORM SEWER RCP FES 12-INCH	2.0 EA	\$300.00 \$600.00	\$500.00 \$1,000.00	\$600.00 \$1,200.00	\$290.00 \$580.00	\$338.52 \$677.04	\$450.00 \$900.00
56	STORM SEWER RCP FES 15-INCH	1.0 EA	\$325.00 \$325.00	\$650.00 \$650.00	\$780.00 \$780.00	\$300.00 \$300.00	\$361.60 \$361.60	\$500.00 \$500.00
57	STORM SEWER RCP FES 24-INCH	1.0 EA	\$850.00 \$850.00	\$800.00 \$800.00	\$1,320.00 \$1,320.00	\$980.00 \$980.00	\$503.39 \$503.39	\$650.00 \$650.00
58	STORM SEWER RCP FES 30-INCH	1.0 EA	\$1,000.00 \$1,000.00	\$950.00 \$950.00	\$1,540.00 \$1,540.00	\$1,100.00 \$1,100.00	\$536.36 \$536.36	\$800.00 \$800.00
59	STORM SEWER RCP FES 36-INCH	1.0 EA	\$3,000.00 \$3,000.00	\$4,750.00 \$4,750.00	\$4,500.00 \$4,500.00	\$6,200.00 \$6,200.00	\$3,402.80 \$3,402.80	\$4,500.00 \$4,500.00
60	STORM SEWER RCP FES 38"x60" ELLIPTICAL FES	1.0 EA	\$4,300.00 \$4,300.00	\$6,000.00 \$6,000.00	\$6,300.00 \$6,300.00	\$11,200.00 \$11,200.00	\$4,789.86 \$4,789.86	\$6,800.00 \$6,800.00
61	SANITARY MANHOLE 48-INCH	90.0 VF	\$225.00 \$20,250.00	\$200.00 \$18,000.00	\$247.00 \$22,230.00	\$330.00 \$29,700.00	\$269.28 \$24,235.20	\$200.00 \$18,000.00
62	SANITARY MANHOLE 60-INCH	15.0 VF	\$250.00 \$3,750.00	\$245.00 \$3,675.00	\$430.00 \$6,450.00	\$420.00 \$6,300.00	\$224.22 \$3,363.30	\$275.00 \$4,125.00
63	SANITARY SEWER LATERAL PVC 6-INCH	195.0 LF	\$50.00 \$9,750.00	\$100.00 \$19,500.00	\$65.00 \$12,675.00	\$85.00 \$16,575.00	\$84.63 \$16,502.85	\$50.00 \$9,750.00
64	SANITARY SEWER PIPE PVC 8-INCH	21.0 LF	\$90.00 \$1,890.00	\$165.00 \$3,465.00	\$87.00 \$1,827.00	\$90.00 \$1,890.00	\$56.05 \$1,177.05	\$55.00 \$1,155.00
65	SANITARY SEWER PIPE PVC 10-INCH	160.0 LF	\$53.00 \$8,480.00	\$60.00 \$9,600.00	\$68.00 \$10,880.00	\$92.00 \$14,720.00	\$85.73 \$13,716.80	\$60.00 \$9,600.00
66	SANITARY SEWER PIPE 24-INCH	1,117.0 LF	\$99.00 \$110,583.00	\$130.00 \$145,210.00	\$112.00 \$125,104.00	\$117.00 \$130,689.00	\$127.50 \$142,417.50	\$137.00 \$153,029.00
67	ROCK EXCAVATION	75.0 CY	\$75.00 \$5,625.00	\$90.00 \$6,750.00	\$60.00 \$4,500.00	\$250.00 \$18,750.00	\$71.44 \$5,358.00	\$75.00 \$5,625.00
68	WATERMAIN PVC 6-INCH	318.0 LF	\$49.00 \$15,582.00	\$70.00 \$22,260.00	\$53.00 \$16,854.00	\$40.00 \$12,720.00	\$59.35 \$18,873.30	\$50.00 \$15,900.00
69	WATERMAIN PVC 8-INCH	86.0 LF	\$51.00 \$4,386.00	\$125.00 \$10,750.00	\$144.00 \$12,384.00	\$60.00 \$5,160.00	\$124.20 \$10,681.20	\$55.00 \$4,730.00
70	WATERMAIN PVC 12-INCH	1,910.0 LF	\$59.00 \$112,690.00	\$70.00 \$133,700.00	\$73.00 \$139,430.00	\$62.00 \$118,420.00	\$75.84 \$144,854.40	\$70.00 \$133,700.00
71	WATERMAIN PVC 16-INCH	460.0 LF	\$80.00 \$36,800.00	\$105.00 \$48,300.00	\$106.00 \$48,760.00	\$155.00 \$71,300.00	\$102.22 \$47,021.20	\$112.00 \$51,520.00
72	6" GATE VALVE	6.0 EA	\$1,000.00 \$6,000.00	\$1,450.00 \$8,700.00	\$1,130.00 \$6,780.00	\$1,000.00 \$6,000.00	\$1,195.82 \$7,174.92	\$985.00 \$5,910.00
73	8" GATE VALVE	1.0 EA	\$1,400.00 \$1,400.00	\$1,750.00 \$1,750.00	\$1,500.00 \$1,500.00	\$1,500.00 \$1,500.00	\$1,681.62 \$1,681.62	\$1,360.00 \$1,360.00
74	12" WATER VALVE	6.0 EA	\$1,800.00 \$10,800.00	\$1,500.00 \$9,000.00	\$1,800.00 \$10,800.00	\$1,600.00 \$9,600.00	\$3,187.38 \$19,124.28	\$1,550.00 \$9,300.00
75	16" WATER VALVE	1.0 EA	\$3,000.00 \$3,000.00	\$2,500.00 \$2,500.00	\$3,020.00 \$3,020.00	\$2,850.00 \$2,850.00	\$3,132.43 \$3,132.43	\$2,700.00 \$2,700.00

**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

			Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
			BCF Construction Corporation	DF Tomasini, Inc.	Willkomm Excavating & Grading, Inc.	MJ Construction, Inc.	RAMS Contracting, LTD.	Heartland Construction, Inc.
76	FIRE HYDRANT	5.0 EA	\$3,500.00 \$17,500.00	\$3,000.00 \$15,000.00	\$3,150.00 \$15,750.00	\$2,750.00 \$13,750.00	\$5,217.41 \$26,087.05	\$2,660.00 \$13,300.00
77	SALVAGE HYDRANT	3.0 EA	\$150.00 \$450.00	\$500.00 \$1,500.00	\$570.00 \$1,710.00	\$500.00 \$1,500.00	\$219.82 \$659.46	\$250.00 \$750.00
78	SALVAGE MANHOLE COVERS	9.0 EA	\$25.00 \$225.00	\$25.00 \$225.00	\$360.00 \$3,240.00	\$130.00 \$1,170.00	\$54.95 \$494.55	\$50.00 \$450.00
<b>SUB TOTAL - (Items 38 through 78)</b>			<b>\$687,188.00</b>	<b>\$834,120.00</b>	<b>\$821,336.00</b>	<b>\$891,998.00</b>	<b>\$857,447.85</b>	<b>\$743,022.00</b>
<b>IV. Pond 1A Construction</b>								
79	FINISH GRADE POND OVERFLOW	1.0 LS	\$500.00 \$500.00	\$2,900.00 \$2,900.00	\$1,520.00 \$1,520.00	\$1,580.00 \$1,580.00	\$150.00 \$150.00	\$4,500.00 \$4,500.00
80	FIELDSTONE RIPRAP	60.0 CY	\$125.00 \$7,500.00	\$125.00 \$7,500.00	\$138.00 \$8,280.00	\$165.00 \$9,900.00	\$130.00 \$7,800.00	\$200.00 \$12,000.00
<b>SUB TOTAL - (Items 79 through 80)</b>			<b>\$8,000.00</b>	<b>\$10,400.00</b>	<b>\$9,800.00</b>	<b>\$11,480.00</b>	<b>\$7,950.00</b>	<b>\$16,500.00</b>
<b>V. Pond 1B Construction</b>								
81	POND EXCAVATION	1.0 LS	\$55,000.00 \$55,000.00	\$23,200.00 \$23,200.00	\$20,600.00 \$20,600.00	\$29,500.00 \$29,500.00	\$46,500.00 \$46,500.00	\$128,674.00 \$128,674.00
82	OUTLET STRUCTURE	1.0 LS	\$5,000.00 \$5,000.00	\$7,500.00 \$7,500.00	\$11,900.00 \$11,900.00	\$17,500.00 \$17,500.00	\$10,644.75 \$10,644.75	\$9,600.00 \$9,600.00
83	TOPSOIL STRIPPING, STOCKPILING & REPLACEMENT	1,550.0 SY	\$1.00 \$1,550.00	\$3.25 \$5,037.50	\$5.15 \$7,982.50	\$4.00 \$6,200.00	\$3.50 \$5,425.00	\$5.45 \$8,447.50
84	WETLAND PRAIRIE POND BUFFER MIX SEEDING	13,925.0 SF	\$0.10 \$1,392.50	\$0.10 \$1,392.50	\$0.20 \$2,785.00	\$0.08 \$1,114.00	\$0.13 \$1,810.25	\$0.13 \$1,810.25
85	FIELDSTONE RIPRAP	100.0 CY	\$125.00 \$12,500.00	\$125.00 \$12,500.00	\$138.00 \$13,800.00	\$165.00 \$16,500.00	\$130.00 \$13,000.00	\$200.00 \$20,000.00
<b>SUB TOTAL - (Items 81 through 85)</b>			<b>\$75,442.50</b>	<b>\$49,630.00</b>	<b>\$57,067.50</b>	<b>\$70,814.00</b>	<b>\$77,380.00</b>	<b>\$168,531.75</b>
<b>VI. Site Construction</b>								
86	TOPSOIL STRIPPING, STOCKPILING & REPLACEMENT	37,100.0 SY	\$0.50 \$18,550.00	\$1.91 \$70,861.00	\$1.30 \$48,230.00	\$3.50 \$129,850.00	\$3.00 \$111,300.00	\$4.35 \$161,385.00
87	SEEDING MIX No. 40	16,130.0 SY	\$0.28 \$4,516.40	\$0.16 \$2,580.80	\$0.25 \$4,032.50	\$0.37 \$5,968.10	\$0.25 \$4,032.50	\$0.25 \$4,032.50
88	SEEDING MIX No. 60	17,920.0 SY	\$0.45 \$8,064.00	\$0.16 \$2,867.20	\$0.15 \$2,688.00	\$0.39 \$6,988.80	\$0.27 \$4,838.40	\$0.27 \$4,838.40
89	MULCHING	34,050.0 SY	\$0.18 \$6,129.00	\$0.18 \$6,129.00	\$0.40 \$13,620.00	\$0.36 \$12,258.00	\$0.11 \$3,745.50	\$0.11 \$3,745.50
90	FERTILIZER TYPE B	34,050.0 SY	\$0.10 \$3,405.00	\$0.04 \$1,362.00	\$0.05 \$1,702.50	\$0.08 \$2,724.00	\$0.03 \$1,021.50	\$0.03 \$1,021.50
<b>SUB TOTAL - (Items 86 through 90)</b>			<b>\$40,664.40</b>	<b>\$83,800.00</b>	<b>\$70,273.00</b>	<b>\$157,788.90</b>	<b>\$124,937.90</b>	<b>\$175,022.90</b>
<b>VII. Erosion Control</b>								
91	SILT FENCE	4,150.0 LF	\$1.00 \$4,150.00	\$1.65 \$6,847.50	\$1.10 \$4,565.00	\$1.30 \$5,395.00	\$1.21 \$5,021.50	\$1.20 \$4,980.00
92	TRACKING PAD	2.0 EA	\$900.00 \$1,800.00	\$1,780.00 \$3,560.00	\$1,330.00 \$2,660.00	\$1,050.00 \$2,100.00	\$925.00 \$1,850.00	\$550.00 \$1,100.00
93	CURB INLET SEDIMENT BARRIERS	38.0 EA	\$45.00 \$1,710.00	\$55.00 \$2,090.00	\$41.60 \$1,580.80	\$50.00 \$1,900.00	\$40.35 \$1,533.30	\$40.00 \$1,520.00
94	EROSION MAT CLASS I TYPE A	6,340.0 SY	\$1.25 \$7,925.00	\$0.94 \$5,959.60	\$1.00 \$6,340.00	\$1.30 \$8,242.00	\$0.91 \$5,769.40	\$0.90 \$5,706.00
95	EROSION MAT CLASS III TYPE D	372.0 SY	\$12.50 \$4,650.00	\$14.75 \$5,487.00	\$15.00 \$5,580.00	\$13.50 \$5,022.00	\$14.93 \$5,553.96	\$14.80 \$5,505.60
96	TEMPORARY SEDIMENT TRAP	1.0 EA	\$900.00 \$900.00	\$3,000.00 \$3,000.00	\$2,300.00 \$2,300.00	\$3,100.00 \$3,100.00	\$1,400.00 \$1,400.00	\$10,000.00 \$10,000.00
97	DITCH CHECK	2.0 EA	\$125.00 \$250.00	\$150.00 \$300.00	\$380.00 \$760.00	\$155.00 \$310.00	\$131.13 \$262.26	\$130.00 \$260.00
<b>SUB TOTAL - (Items 91 through 97)</b>			<b>\$21,385.00</b>	<b>\$27,244.10</b>	<b>\$23,785.80</b>	<b>\$26,069.00</b>	<b>\$21,390.42</b>	<b>\$29,071.60</b>

**PROJECT NOS. 62004-01**  
**RICHFIELD WAY ROAD EXTENSION**  
**PHASE I**

**TOTAL BASE BID - (Items 1 through 97)**

Bidder #1	Bidder #2	Bidder #3	Bidder #4	Bidder #5	Bidder #6
BCF Construction Corporation	DF Tomasini, Inc.	Willkomm Excavating & Grading, Inc.	MJ Construction, Inc.	RAMS Contracting, LTD.	Heartland Construction, Inc.
<b>\$1,465,434.46</b>	<b>\$1,705,598.35</b>	<b>\$1,716,321.55</b>	<b>\$1,760,697.10</b>	<b>\$1,792,224.10</b>	<b>\$1,811,794.50</b>



**Village Board - Regular**

**8. h.**

**Meeting Date:** 04/01/2013  
**Topic:** Richfield Way Phase I Construction Services Agreement  
**From:** Tom Hoffman, Director of Engineering Services  
**Department:** Engineering Services  
**Presenter:**  
**Date of Committee** 04/01/2013  
**Action (if required):**  
**Date of Village Board** 04/01/2013  
**Action (if required):**

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**Information**

**Subject:**

Consideration of an Agreement for Construction Services between the Village of Menomonee Falls and Stantec Consulting Services, Inc. for the Richfield Way Road Extension Phase I Project, #62004-01.

**Background Information:**

**Key Issues for Consideration:**

**Action By Committee or Village Board:**

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**Attachments**

Richfield Way Phase I Inspct #1

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**AUTHORIZATION FOR ADDITIONAL SERVICES**

Consultant:	STANTEC CONSULTING SERVICES INC. 12075 Corporate Parkway, Suite 200 Mequon, WI 53092 Ph: (262) 241-4466 Fx: (262) 241-4901 email: rick.schmidt@stantec.com	Date:	27 March 2013
		Stantec Project #	193802203
		Stantec Opportunity Pipeline #	SOP No.
Client:	VILLAGE OF MENOMONEE FALLS 3000 Pilgrim Road Menomonee Falls, WI 53205 Ph: (262) 532-4200 Fx: (262) 532-4409 email: thoffman@menomonee-falls.org	Client Project #	
		Change Order #	Change Order No. 3
Project Name and Location:	Richfield Way Roadway Construction Services Village of Menomonee Falls		

This is authorization for STANTEC to perform additional services on the project as noted above.


- A. STANTEC agrees to perform the following additional service(s):  
Please see Attachment A for the additional services
- B. CLIENT agrees to compensate STANTEC for such additional services in accordance with the terms of the initial agreement for additional amount(s) stated below:  
Richfield Way Phase 1 Construction Services (The services estimated below are T&M)
  - Construction Survey Services..... \$47,500
  - Construction Observation Services..... \$62,250
  - Compaction Testing Services ..... \$8,400
  - Construction Management Services ..... \$9,700
 Field inspection services will be invoiced at \$78.00 per hour.
- C. All other terms and conditions of the original Agreement shall remain in full force and effect.  
Effect on Schedule: Planned Schedule for construction is estimated between April 15 through August 30, 2013.

By signing below, the parties agree and affirm that each has reviewed and understands the provisions set out above and that each party shall be bound by each and all of said provisions. A copy of this agreement shall serve and may be relied upon as an original.

**VILLAGE OF MENOMONEE FALLS**

**STANTEC CONSULTING SERVICES INC.**

Per: \_\_\_\_\_  
 Name: Mark Fitzgerald  
 Title: Village Manager  
 Date Signed: \_\_\_\_\_

Per:   
 Name: Rick Schmidt  
 Title: Senior Associate  
 Date Signed: 03-27-13

# Appendix A

## BASIC SERVICES FOR CONSTRUCTION PHASE



Upon receipt of Client authorization to proceed with the Construction Phase of the Project, the Consultant will:

- 1.1. **General Administration of Construction Contract.**  
Consult with Client and act as Client's representative. All of Client's instruction to Contractor will be issued through Consultant, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement except as otherwise provided in writing.
- 1.2. **Resident Project Representative (RPR).**  
Provide the services of an RPR at the Site to assist the Consultant and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in this agreement. The furnishing of such RPR's services will not extend Consultant's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- 1.3. RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client 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 Client with the knowledge of and under the direction of Consultant.
- 1.4. Organize, attend and assist the Client at the pre-construction conference with the successful bidder, and any other parties, bodies, or agencies who have an interest in the Project.
- 1.5. Provide construction survey staking. Consultant will provide field work and office tasks necessary to complete the following items:

### **Erosion Control Layout:**

- Set 30 lath stakes locating silt fence
- Set 1 sediment basin lath stake
- Set 2 tracking pad locations lath stakes

### **Sanitary Sewer Layout**

- Set one centerline and one 15' offset lath and hub stake for 8 proposed manhole locations
- Set one lath and hub stake at the centerline of sewer at 50' increments, approximately 26 stakes
- Set one lath and hub at end of 6 lateral locations

### **Watermain Layout**

- Set one centerline and two 10' offset lath and hub stake for 5 proposed hydrant locations
- Set one centerline and one 10' offset lath and hub stake for 40 proposed fitting/connection/valve locations
- Set one lath and hub stake at the centerline of watermain at 50' increments, approximately 70 locations
- Set one lath and hub at end of 3 lateral locations

### **Stormsewer Layout**

- Set one centerline and two 10' offset lath and hub stake for 33 proposed catchbasin locations
- Set one centerline and one 10' offset lath and hub stake for 18 proposed manhole locations
- Set one lath and hub stake at the centerline of storm sewer at 50' increments, approximately 56 locations

**Roadway Layout**

- No rough staking required – rough grade to within 6" of subbase grade
- Set one hub and lath at 3' offset to back edge of curb and gutter at 25' increments on all segments, approximately 290 locations.
- Set one hub and lath at radii points with radius indicated to back of curb and gutter , approximately 14 locations
- Set one hub and lath at deflection points with 3' offset to back of curb and gutter , approximately 12 locations
- Set lath and hub at CL locations for grading spot grades in intersection of Roosevelt and Richfield, approximately 20 locations
- Set "red-top" hub stakes at CL of westbound and eastbound lanes of Richfield way at 25' increments on all segments, 130 locations
- Set hub and lath for sidewalk bump-outs, in other areas sidewalk location and grade by contractor from back-of-curb

**Asbuilts**

- Obtain locations and elevations on sanitary manhole rims
- Obtain locations and elevations on storm sewer manhole and catchbasin (flowline) rims
- Obtain locations and elevations on watermain valveboxes and hydrant nozzles
- Revise construction plans with elevations updated for stormsewer, sanitary and watermain utilities based on field observations obtained by surveyor after final adjustments and interim field observation from field inspection notes concerning inverts and non-observable locations of watermain placement. Submit revisions to plans in PDF format as asbuilts.

**Pond asbuilt/certification**

- Obtain locations and elevations on outlet structure and overflow
- Obtain locations and elevations top of pond, normal water elevation, edge of safety shelf, edge of bottom of pond and bottom of pond elevations
- Obtain site photos of final project area of pond
- Prepare certification based on Menomonee Falls certifications previously prepared for prior project certifications

**1.6. Conferences and Meetings.**

Attend meetings with Contractor, such as progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 1.7. Review of shop drawings, samples and other submittals. Consultant shall review shop drawings, samples and other submissions of the Contractor solely for their general compatibility with the Consultant's design intent and conformance with information given in the Contract Documents. The Consultant shall not be responsible for any aspects of a shop drawing submission relating to the duties of the Contractor (such as the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto) all of which are the Contractor's responsibility, and not the responsibility of the Consultant.

- 1.8. Review the Contractor's request for progress payments, advise the Client in writing as to the Consultant's opinion of the extent of the work completed in accordance with the terms of the Construction Contract, and issue for processing by the Client all requests for payment.

## Appendix A

### BASIC SERVICES FOR CONSTRUCTION PHASE



- 1.9. Make recommendations to the Client as to all claims relating to the execution and progress of the construction work.
- 1.10. Issue such additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or the illustrated changes required in the Contractor's work.
- 1.11. After consulting with the Client, prepare Change Orders for work not covered by the Contract or for substantial over-run of estimated "contract quantities" as defined in the Project's Contract Documents, for the Client's approval and execution. Change Orders shall be processed as soon as practical after the Client provides written approval to the Consultant. The Client understands that Change Orders may be required during a Project for many reasons, including because of incompleteness, errors, or ambiguities in the Construction Documents. The Consultant shall not be liable for any type or quantity of Change Orders that are within professional standards. In no event shall the Consultant be responsible for paying the cost of a Change Order or other change to the extent that it would have been otherwise necessary to a Project or otherwise adds value or betterment to a Project.
- 1.12. Conduct construction progress reviews with the Contractor and the Client related to the Contractor's date of completion.
- 1.13. Coordinate periodic field tests during the course of construction.
- 1.14. **Compaction Testing Services**  
Provide the services of a sub consultant (Wisconsin Testing Laboratories, LLC) to test compaction results for the project. Sub-consultant will provide a geotechnical engineer and technician as needed to test compaction results of the earthen materials.
- 1.15. Conduct an inspection to determine if the work is substantially complete. On the basis of its on-site observations, the Consultant shall prepare a "punch list" for the Contractor, listing work left to be completed by the Contractor.
- 1.16. Conduct, in the presence of the Client's Representative, a final inspection of the Project as constructed to determine whether it:
  - 1) Generally conforms with the Consultant's design concept of the Project as contained in the Contract Documents, and
  - 2) Appears to be constructed in accordance with the Contract Documents.  
The Consultant shall certify a recommendation for acceptance of the work to the Client and then shall forward to the Client a written approval of the Contractor's Request for Final Payment which shall be signed by the Contractor.
- 1.17. Arrange for the Client to receive detailed instructions regarding the operation and maintenance of any equipment, machinery or apparatus installed as part of the Project. Such instructions shall be supplied by the Contractor and manufacturers' representatives.
- 1.18. Prepare and furnish the Client a set of reproducible "Record Plans" of the construction Project showing those changes the Consultant considers significant which were made during the construction process, based on marked-up prints, drawings, and other data furnished by the Contractor, upon which the Consultant may rely in preparing the Record Plans.



## **Appendix A**

### **BASIC SERVICES FOR CONSTRUCTION PHASE**



The Consultant's review of the Contractor's work (including reviewing the Contractor's shop drawings and samples, work product and requests for payments) does not increase the responsibility or duties of the Consultant beyond those explicitly described elsewhere in this Agreement. By making these review efforts, the Consultant does not guarantee the performance of the Contractor or assume responsibility for any acts or omissions of the Contractor, including any failure of the Contractor to properly perform its work or comply with its obligations, and the Client's sole remedy for the Contractor's acts or omissions is from the Contractor and not the Consultant.