

Scott Niles, Owner of 7 Mile fair at 2720 W. 7 Mile Road in Caledonia, WI 53108, intends to Add on to an existing outbuilding. This addition will be used for cold storage. The addition will be added onto the rear (west side of the existing building) So it will not change the aesthetics of what is currently there now. The addition is 95' x 60'. The addition will be the same width and height of the current building, so the walls and the roof will continue along the same plane. The building will be built on top of the existing pavement so there will be no ground disturbance.

TO: Village of Raymond Plan Commission
FROM: Shaun Mularkey, AICP, Planning Consultant
RPT DATE: June 15, 2026
MTG DATE: June 22, 2026
APRVL DATE:
FOTH FILE: 26R050.03/20
RE: 7 Mile Fair – Site Plan & Plan of Operation Amendment Request

BACKGROUND:

1. Petitioner/Agent: Scott Niles
2. Property Owner: 7 Mile Fair, Inc.
3. Location/Address: 2720 7 Mile Rd
4. Taxkey Number: 168-04-21-01-054-010 & 168-04-21-01-054-000
5. Area: 33.29 AC
6. Existing Zoning: B-3 Commercial Service District (w/ Racine County PUD)
7. Proposed Zoning: N/A
8. Future Land Use: Commercial & Business Park

OVERVIEW:

There is a long, incremental history of zoning approvals and conditional use permits for 7 Mile Fair dating back to the 1980s, with each step expanding or modifying the site's use while adding/modifying operational conditions.

The earliest approvals established the use of the property as a vendor marketplace. Racine County granted a conditional use permit for vendor sales buildings in the B-5 Highway Business district, with restrictions on use (sales/storage only, no residential occupancy) and requirements such as lighting controls and compliance with other permits. These initial approvals were followed by a much larger conditional use permit allowing development of an indoor/outdoor market, including a large exposition building, parking areas, and vendor facilities. This approval introduced extensive operational conditions covering fencing, traffic improvements, hours of operation, vendor camping, sanitation, stormwater management, buffering and landscaping, and strict limitations on activities (e.g., no amusement rides, amplified entertainment, or certain sales).

Through the late 1980s and early 1990s, additional permits expanded the site's built environment and uses. The County approved a large multi-use indoor building (Expo I) and later modified its size, maintaining conditions on sanitation, lighting, stormwater, and permitted uses. The County approved the use of parking areas as "special sales and event areas," allowing activities such as equipment and vehicle sales, meetings, and temporary events, while reiterating operational limits and requiring coordination with the Town and County for each event. Further expansion included the second exposition building (Expo II) and parking lot improvements, subject to environmental controls, erosion prevention, and consistency with road plans.

A zoning change occurred in 1995 when the property was rezoned from B-5 to B-5 with a Planned Unit Development (PUD) overlay covering roughly 30 acres. Later, in 2002, an additional rezoning and amendment extended PUD zoning to adjacent acreage and authorized further improvements, including a building addition,

parking adjustments, and a retention pond, with requirements tied to floodplain analysis, drainage, and ongoing maintenance.

In 2013, Racine County approved a conditional use amendment allowing limited retail auto sales (approximately 30 vehicles) on site, subject to compliance with zoning standards, coordination with the Town of Raymond and Village of Caledonia, and separation from existing vendor sales activities. This reflects a pattern of incremental diversification while maintaining the overall market-oriented character of the property.

The property is currently zoned B-3 under the Village of Raymond Zoning. All past County approvals remain. The Petitioner is requesting approval of a Site Plan/Plan of Operation amendment to construct a 60' x 95' (5,700 SF) addition to an existing 60' x 120' (7,200 SF) storage building on the far west side of the property. The building would be constructed in an existing impervious area on the property, so no additional impervious area will be added. The building will be used for cold storage including a plow truck, will have no electrical, and no added exterior lighting.

PLANNER COMMENTS:

1. **Comprehensive Plan.** The 7 Mile Fair property included multiple parcels and is planned for a mix of *Commercial & Business Park*.
2. **Zoning.** The property is zoned B-3 Commercial Service and recognizes the County PUD for the properties. The Petitioner is requesting a minor Site Plan/Plan of Operation to allow the addition of storage, which is a permitted use in the zoning district. The proposed building meets the requirements of the zoning. No other changes to the site or plan of operation are proposed.

STAFF RECOMMENDATION:

If the Village of Raymond Plan Commission chooses to recommend to the Village of Raymond Board Approval of the Site Plan & Plan of Operation Amendment request for Scott Niles for the property owned by 7 Mile Fair, Inc. located at 2720 7 Mile Rd, taxkey 168-04-21-01-054-010, then it is recommended approval be subject to the following conditions:

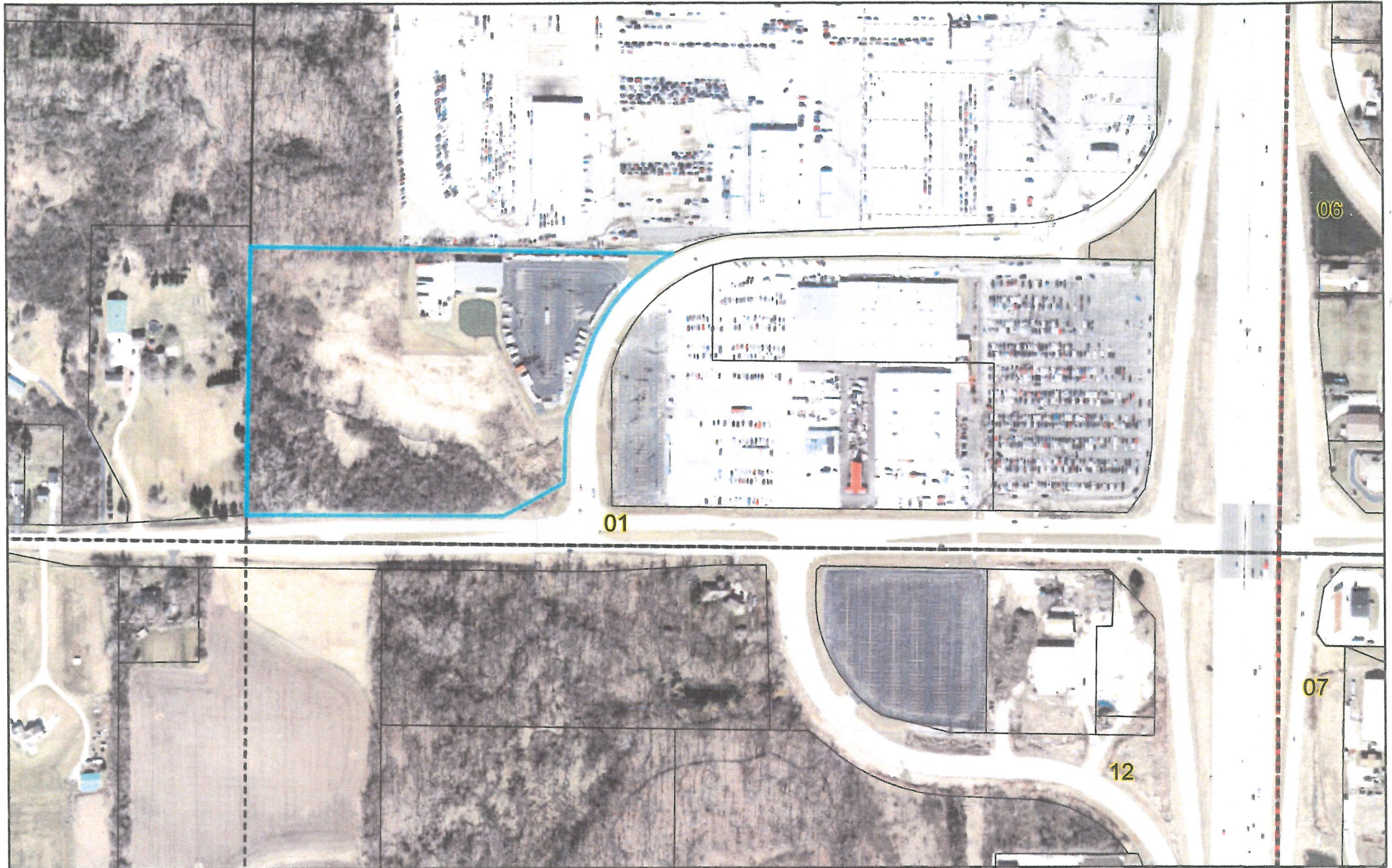
1. The conditions of the existing Site Plan/Plan of Operation and zoning approvals for the property shall remain in effect, except as amended by the conditions of this approval.
2. This site plan approval for the 60' x 95' (5,700 SF) addition to the existing 60' x 120' (7,200 SF) storage building is subject to the Petitioner complying at all times with the plans and documents presented to the Village of Raymond Plan Commission on June 22, 2026.
3. The Site Plan approval shall not be in full force and effect until such time as the Petitioner obtains the necessary approvals and satisfies all comments, conditions, and concerns of the Village of Raymond Plan Commission and Board, Village Fire Chief (or designee), Village Engineer, Village Planner, and Village Attorney with respect to the submitted plans, documents, and specifications.
4. The Petitioner must obtain a zoning permit and building permit prior to commencement of the construction of the new building.
5. The Petitioner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, construction material, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.
6. The Petitioner shall allow Village of Raymond representatives to inspect the premises following a 24-hour notice for the purposes of determining compliance with this approval.
7. The property shall comply with all rules and regulations of the Village of Raymond and the Raymond Fire Department, including submission to routine inspections by the Village and Fire Department Staff.

8. This site plan approval will expire nine (9) months from the date of the issuance of the zoning permit unless substantial work has commenced following said approval. If the Village determines that no substantial work has commenced, the project may not occur unless the Village Board grants a written extension. Written extension requests shall be submitted to the Village at least 30 days prior to permit/approval expiration.
9. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Raymond for all costs and expenses of any type incurred by the Village in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions. Additionally, any unpaid bills owed to the Village of Raymond by the Subject Property Owner and/or Agent, for reimbursement of professional fees (as described above); or for personal property taxes; or for real property taxes; or for licenses, permit fees or any other fees or forfeitures owed to the Village of Raymond must be paid on demand and prior to issuance of any permits and shall be placed upon the tax roll for the Subject Property if not paid within thirty (30) days of the billing by the Village of Raymond, pursuant to Section 66.0627, Wisconsin Statutes. Such unpaid bills also constitute a breach of the requirements of this conditional approval that is subject to all remedies available to the Village of Raymond, including possible cause for termination of the conditional approval.

EXHIBIT:

- A. GIS Property Location Map
- B. Petitioner Application

7 Mile Fair



6/17/2026

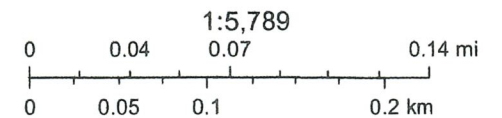
- Quarter Quarter Section
- Tax Parcels
- Quarter Section
- Parcel Tie Lines
- Sections
- Municipal Boundaries

2024 Spring Aerial

- Red: Band_1
- Green: Band_2

Blue: Band_3

Citations



PLSS, Racine County Land Information, Racine County, SEWRPC, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

From: Mularkey, Shaun S

<Shaun.Mularkey@Foth.com**>**

Date: Tuesday, June 23, 2026 at 11:21 AM

To: Jason Lawrence <jason@josephscotthomes.com>

Subject: 7 Mile Fair Approval

Hi Jason,

You're probably aware, but the storage building expansion was approved last night. Since the project is within 1 mile of the interstate, this still needs Caledonia approval.

After you have that I can issue the zoning permit and you can apply for a building permit.

Shaun Mularkey, AICP
Lead Planner



Foth Infrastructure & Environment, LLC

7044 S. Ballpark Drive, Suite 200

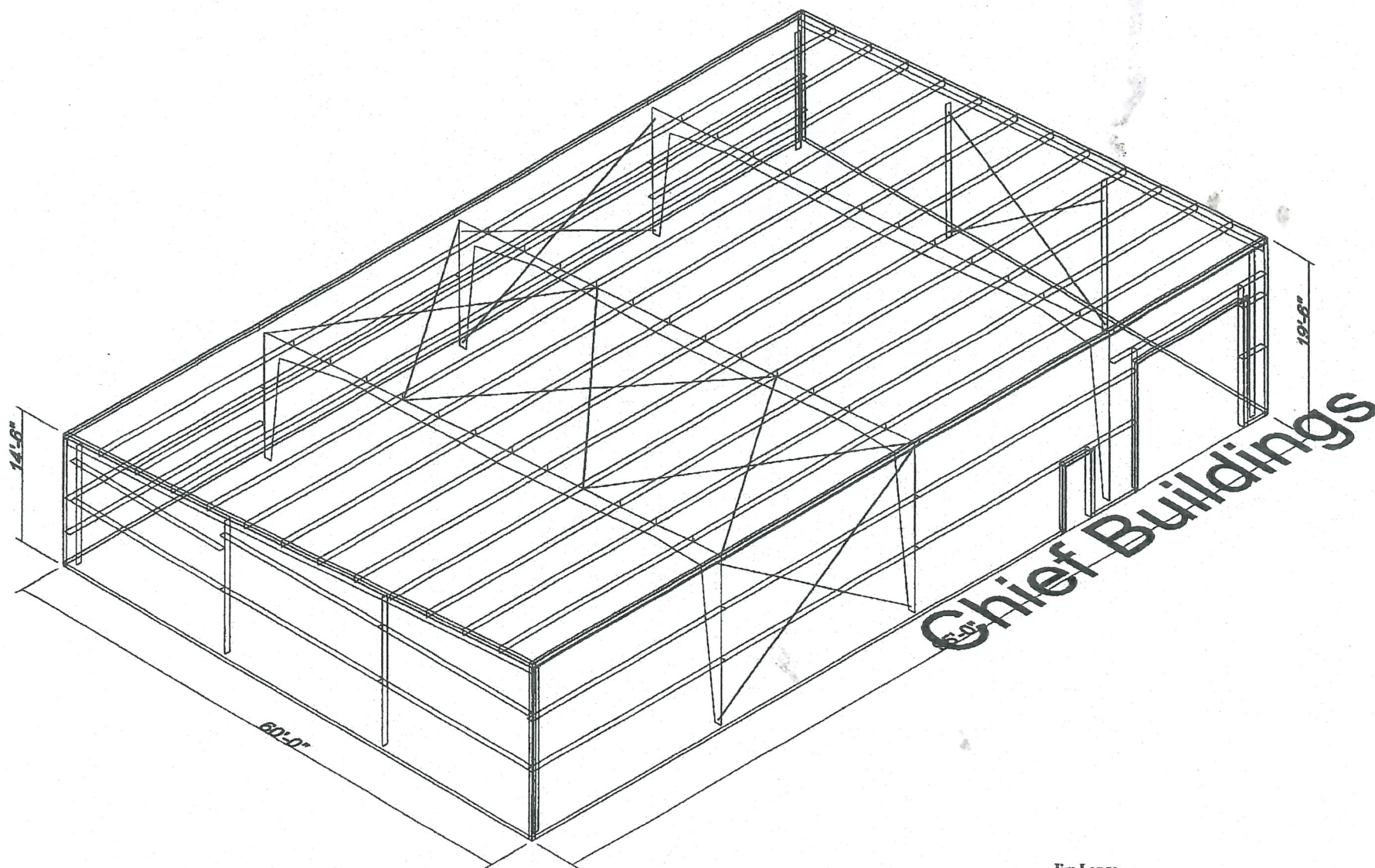
Franklin, WI 53132

Office: (414) 336-7900

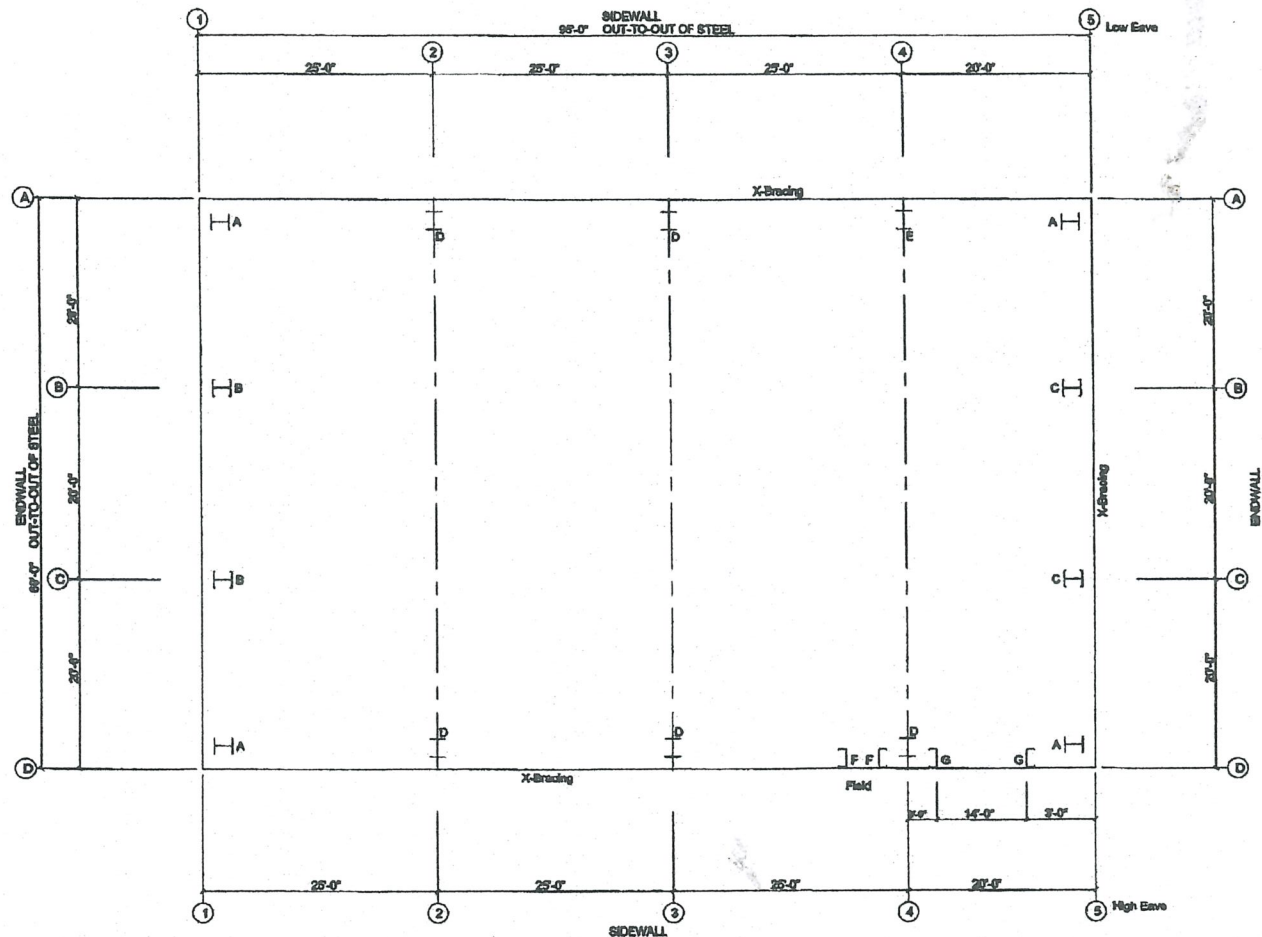
Direct: (414) 336-7907

Cell: (262) 323-1465

foth.com



Jim Lange
Mega Construction, Inc.
19650 Sommers Drive
Brookfield, WI 53045
262-796-2760 / Cell 262-993-1714
jlange@megacc.com



REFERENCE NOTES:

1. All Anchor Rods including nuts and washers for same are not furnished by CHIEF BUILDINGS.
2. Anchor Rods must conform to ASTM F1554 having a minimum yield of 58,000 PSI.
3. Rod projections are recommended minimums based on the base plate bearing directly on the concrete slab. If the base plate is to bear on gravel, the rod projections must be increased accordingly.
4. Concrete shall have a minimum strength of 3000 PSI.
5. ALL DRAWINGS ARE NOT TO SCALE.
6. Anchor Rod Summary Table.
7. Quantity includes all buildings, all phases.
8. However, anchor rods for Partitions and Smart Canopies are found on separate pages (when applicable).

ANCHOR ROD SUMMARY

Qty	Location	Size (in)	Type	Prod (lb)
4	Joist	1/2"	F1554	1.50
4	Roof	3/4"	F1554	2.00
4	Plume	3/4"	F1554	2.00

ANCHOR ROD PLAN

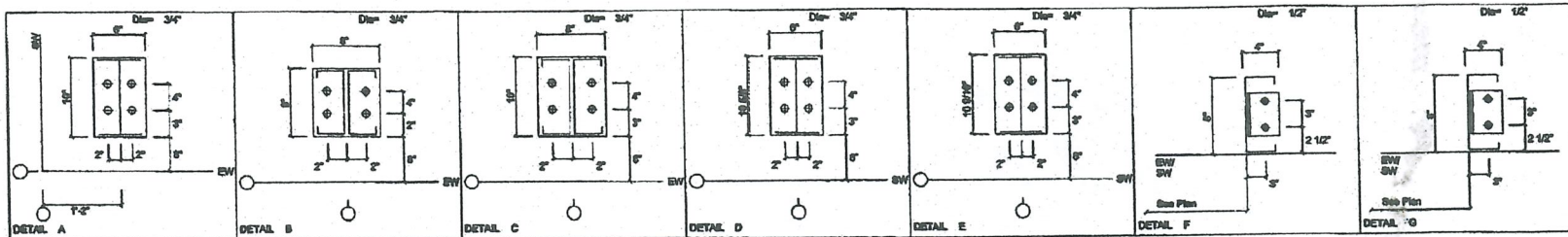
NOTE: All Base Plates @ 100'-0" (U.N.)

PRELIMINARY

- Preliminary drawings for sales and estimating purposes only.
- Subject to change during order process.

NOT FOR CONSTRUCTION

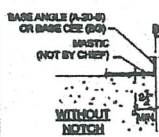
Drawing	ANCHOR ROD		
Buyer	Mega Construction, Inc.		
End Owner	Unknown-Not Given		
Job Site Address	Milwaukee, WI 53201		
Project Name	7 Mile Field		
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.	
	3/25/26	GF70809A	



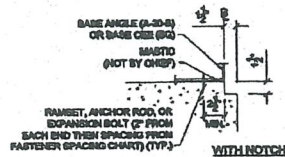
BASE ANCHORAGE SPACING FOR STANDARD BASE ANGLE, BASE CEE OR ONE PIECE BASE WITH CS OR AP WALLS		
ANCHOR TYPE & DIAMETER	MINIMUM EMBEDMENT	MAXIMUM SPACING
1/2" WIDE ANCHOR	1 1/2"	1 @ 2'-4"
1" WIDE ANCHOR	1 1/2"	1 @ 2'-4"
1 1/2" WIDE ANCHOR	1 1/2"	1 @ 2'-4"
2" WIDE ANCHOR	1 1/2"	1 @ 2'-4"
3" WIDE ANCHOR	1 1/2"	1 @ 2'-4"
4" WIDE ANCHOR	1 1/2"	1 @ 2'-4"

- ① MULTIPLE BASE ANGLE, BASE CEE, POWER
 REINFORCED CONCRETE
 ② ONE-PIECE BASE ANGLE, POWER REINFORCED
 CONCRETE
 ③ POWER REINFORCED CONCRETE, MULTIPLE BASE ANGLE
 OR CEE
 ④ POWER REINFORCED CONCRETE, BASE ANGLE, POWER
 REINFORCED CONCRETE, MULTIPLE BASE ANGLE
 OR CEE

ANCHOR SPACING CHART



BASE MEMBER DETAILS
CONTRACTOR IS RESPONSIBLE
FOR ANCHORING BASE MEMBER
TO CONCRETE



PRELIMINARY
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estimating purposes only.
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NOT FOR CONSTRUCTION

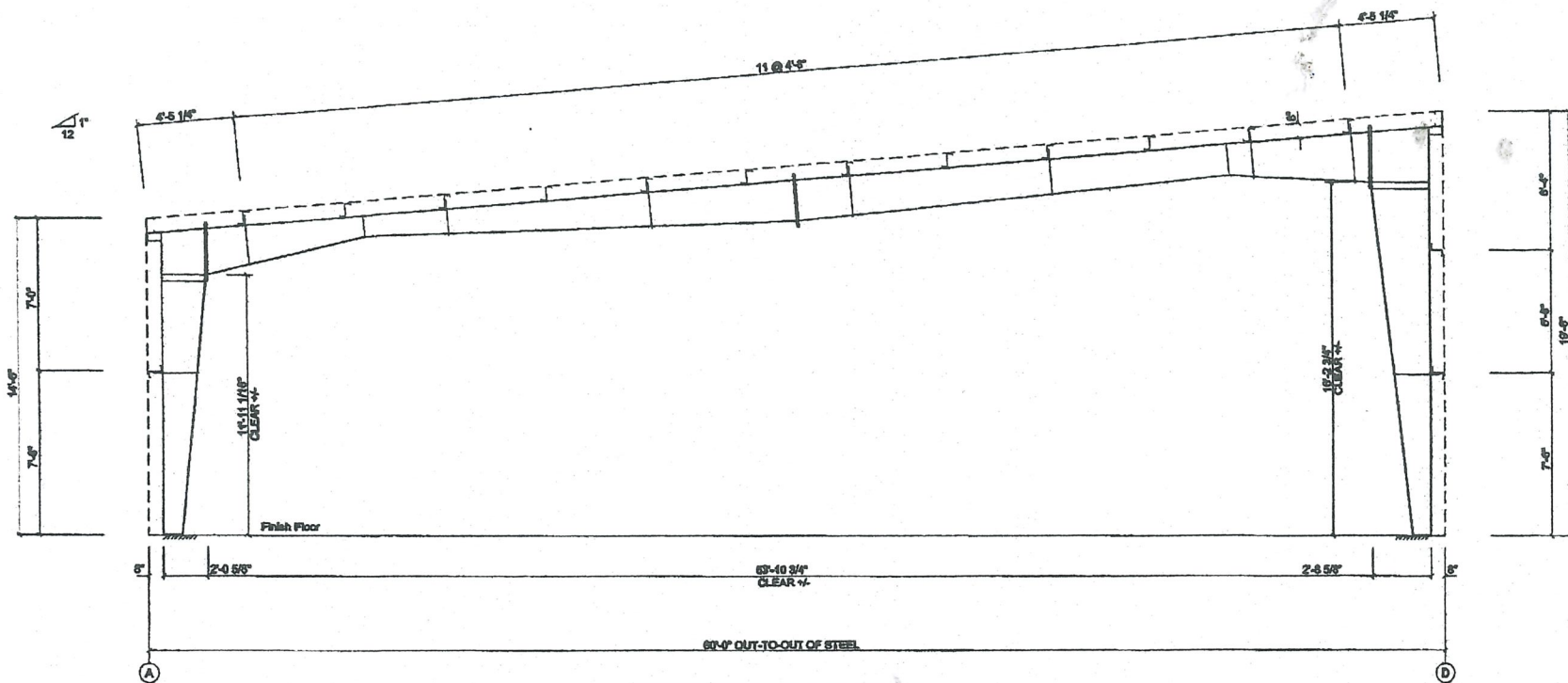
Drawing	ANCHOR ROD	
Buyer	Mega Construction, Inc.	
End Owner	Unknown-Not Given	
Job Site Address	Albion, WI 53201	
Project Name	7 Mile Park	
DATE DRAWN	3/25/26	QUOTE NO.
CHIEF BUILDINGS		GF70808A

REFERENCE NOTES:
 1. ACTUAL BASE PLATE DIMENSIONS MAY BE SMALLER THAN BASE
 PLATE DIMENSIONS SHOWN

-
- Figure 1 illustrates various building types and their corresponding roof types. The diagrams are organized into two main categories: 'Examples of public buildings' and 'Examples of Private Sector'.
- Examples of public buildings:**
- Diagram 1: Example of public building with flat roof (Government House - 1972)
 - Diagram 2: Example of public building with flat roof (Government House - 1972)
 - Diagram 3: Example of public building with hipped roof (Government House - 1972)
 - Diagram 4: Example of public building with hipped roof (Government House - 1972)
- Examples of Private Sector:**
- Diagram 5: Example of Private Sector building with flat roof
 - Diagram 6: Example of Private Sector building with flat roof
 - Diagram 7: Example of Private Sector building with hipped roof
 - Diagram 8: Example of Private Sector building with hipped roof
- The table on the right lists the corresponding roof types for each building example:
- | Building Type | Roof Type |
|---|-----------|
| Government House - 1972 | Flat |
| Government House - 1972 | Flat |
| Government House - 1972 | Hipped |
| Government House - 1972 | Hipped |
| Example of Private Sector building with flat roof | Flat |
| Example of Private Sector building with flat roof | Flat |
| Example of Private Sector building with hipped roof | Hipped |
| Example of Private Sector building with hipped roof | Hipped |

NOT FOR CONSTRUCTION

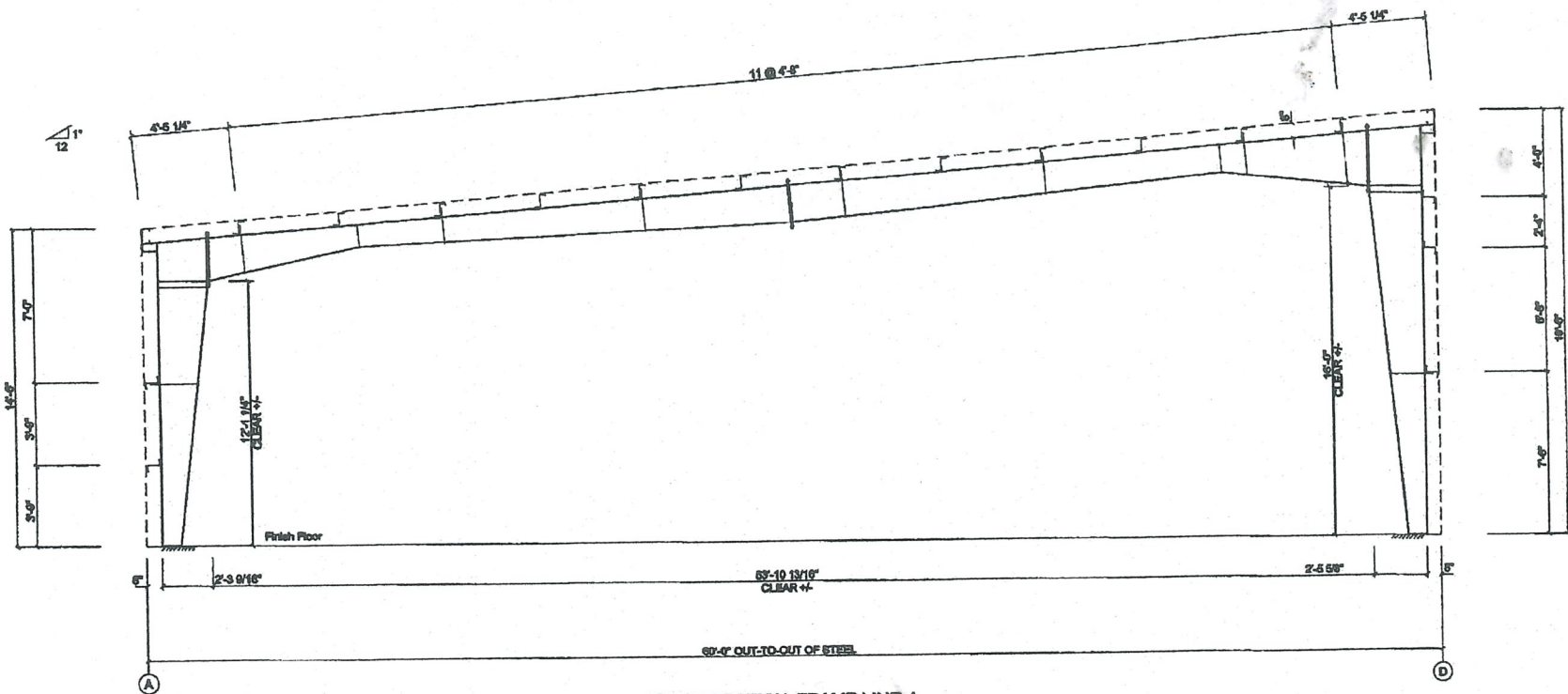
Drawing	ANCHOR ROD	
Buyer	Mega Construction, Inc.	
End Owner	Ultra-Not Given	
Jobsite Address	Baltimore, VA 22021	
Project Name	7 Mile Fair	
	DATE DRAWN	QUOTE NO.
	3/25/28	GF70809



CROSS SECTION: FRAME LINE 2 3

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

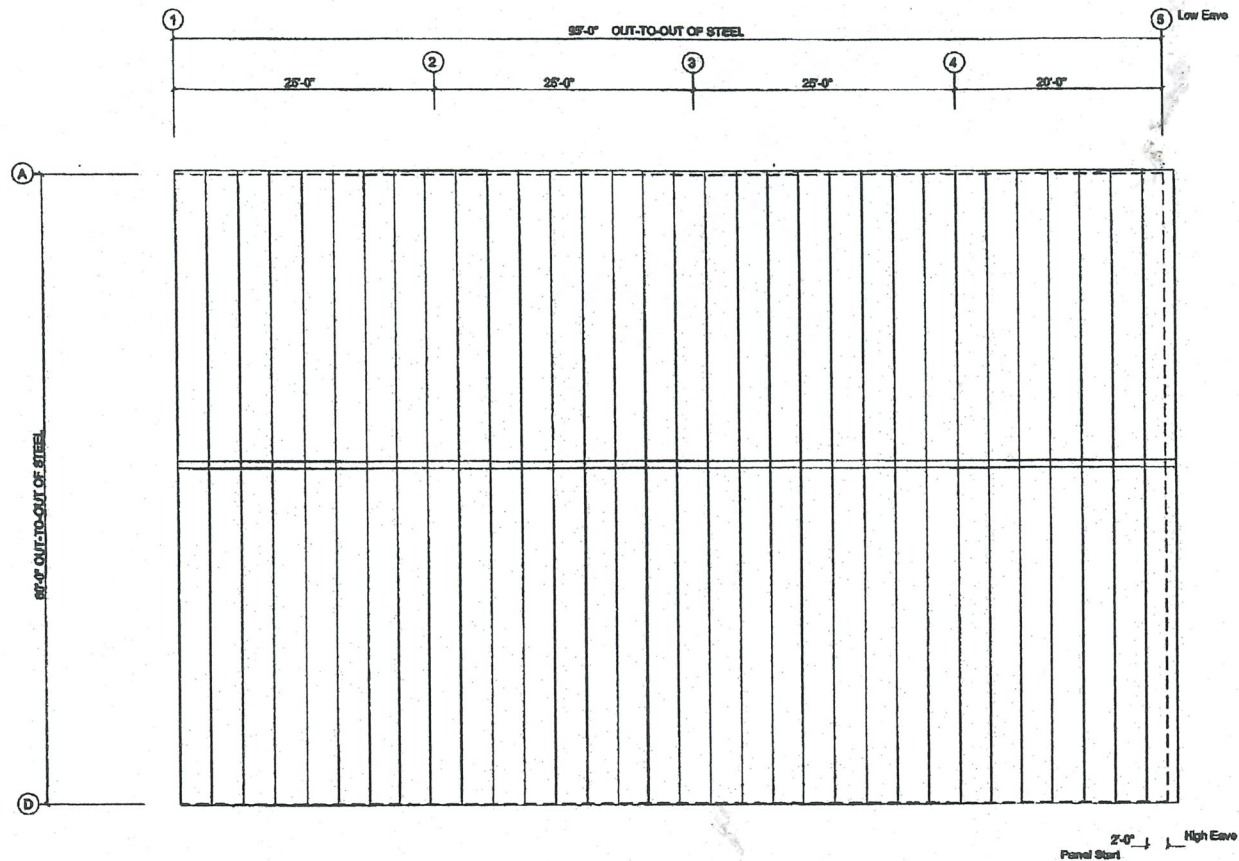
Drawing	CROSS SECTION
Buyer	Mega Construction, Inc.
End Owner	Unknown-Not Given
Job Site Address	Atkinson, VA 22021
Project Name	7 Mile Park
CHIEF ENGINEERS	DATE DRAWN 3/25/26
	QUOTE NO. GF70608A



CROSS SECTION: FRAME LINE 4

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

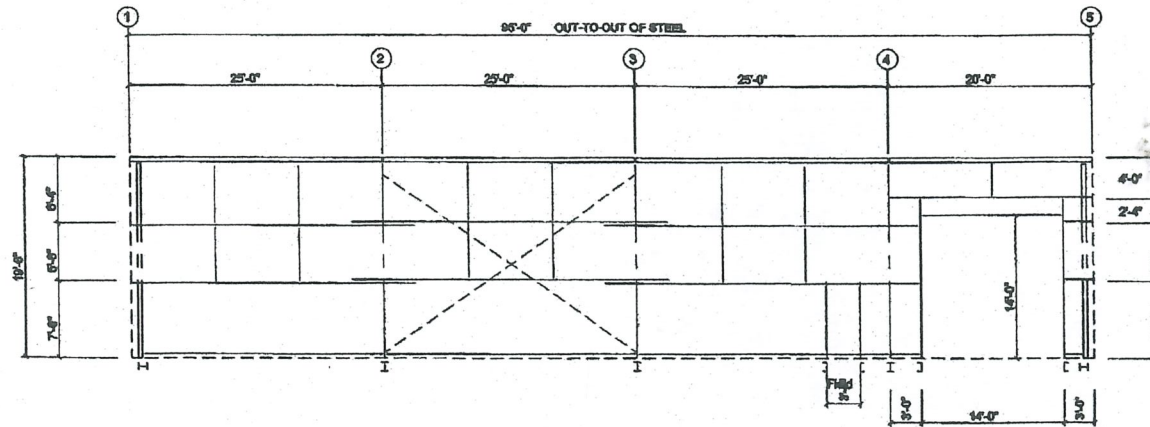
Drawing	CROSS SECTION	
Buyer	Maga Construction, Inc.	
End Owner	Unknown-Not Given	
Job Site Address	Bedford, VA 22031	
Project Name	7 Mile Fair	
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.
	3/25/28	GF70808A



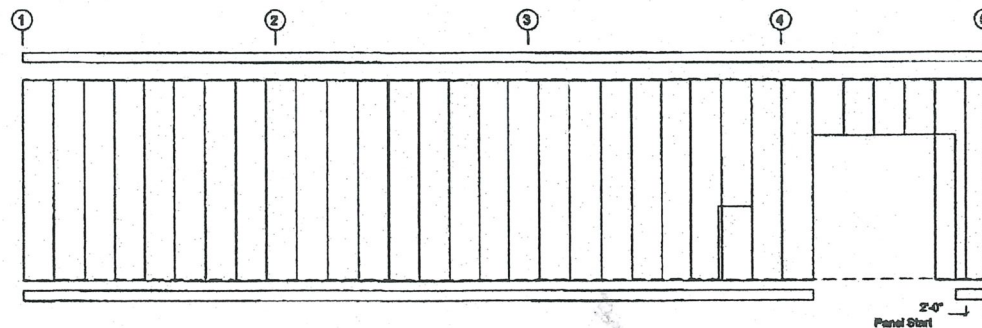
ROOF SHEETING PLAN
 PANELS: 26 Ga. CS - Galvalume (GM)

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

Drawing	ROOF SHEETING	
Buyer	Mingo Construction, Inc.	
End Owner	Unknown-Not Given	
Jobsite Address	Millersville, MD 21101	
Project Name	7 Mile Fork	
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.
	3/25/26	GF70609A



SIDEWALL FRAMING: FRAME LINE D



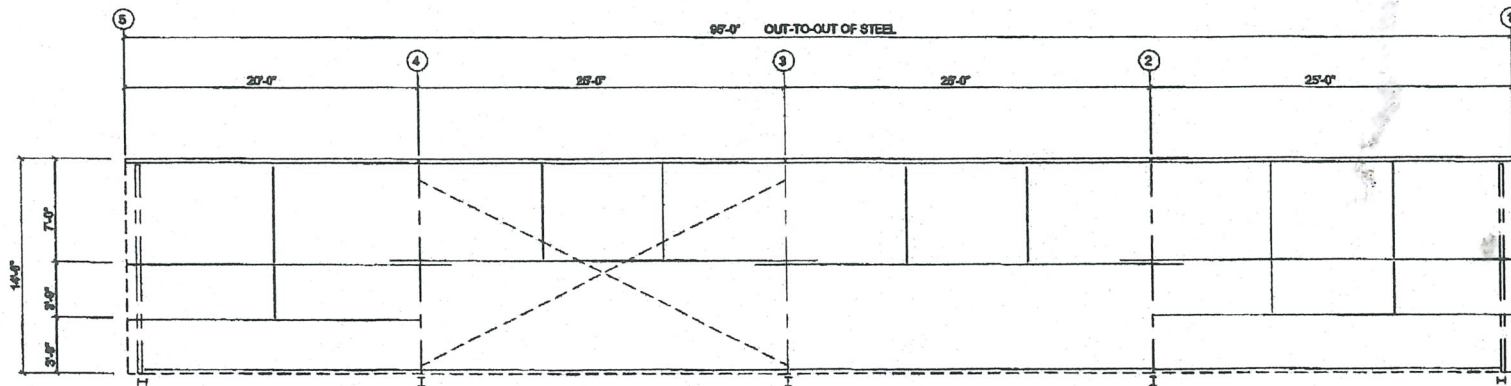
SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 28 Ga. AP - Std.PVDF-FEVE Finish

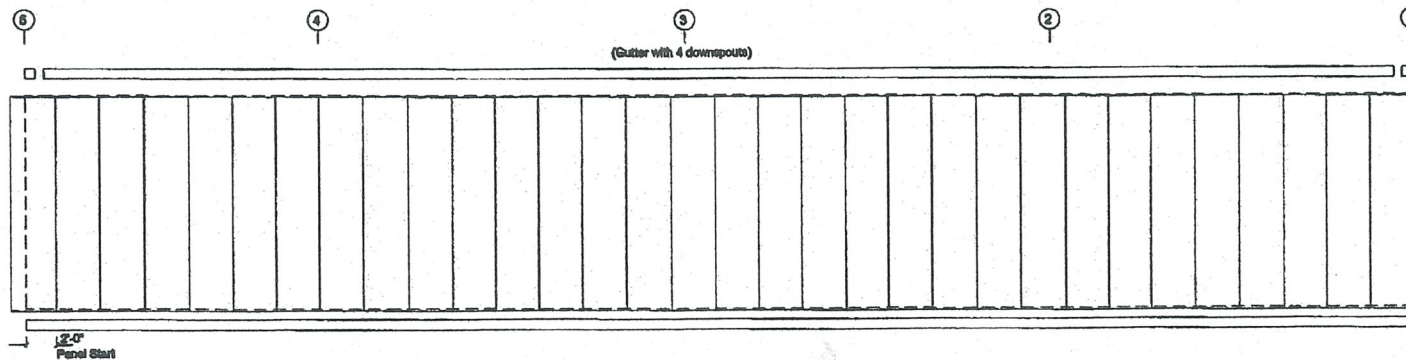
GIRT DEPTH: 8.00

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

Drawing	SIDEWALL DRAWING	
Buyer	Mega Construction, Inc.	
End Owner	Unknown-Not Given	
Jobsite Address	Milwaukee, WI 53201	
Project Name	7 Mile Fair	
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.
	3/25/26	GF70609A



SIDEWALL FRAMING: FRAME LINE A



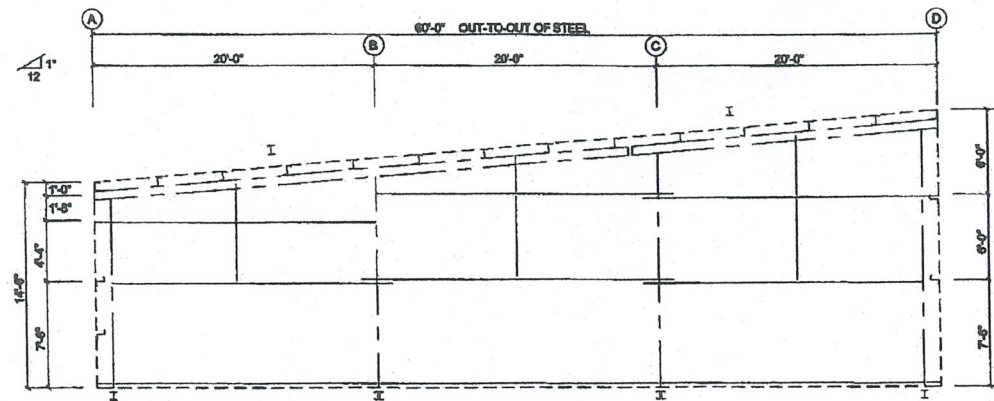
SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Gs. AP - Std.PVDF-FEVE Finish

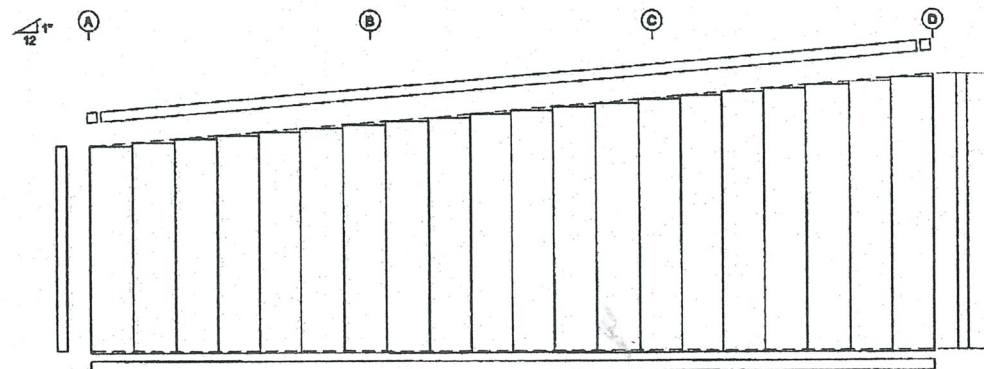
GIRT DEPTH: 8.00

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

Drawing	SIDEWALL DRAWING	
By	Mega Construction, Inc.	
End Owner	Unknown-Not Given	
Job Site Address	Beverly, MI 48101	
Project Name	7 Mile Fair	
CHIEF SOLUTIONS	DATE DRAWN	QUOTE NO.
	3/25/26	GF70809A



ENDWALL FRAMING: FRAME LINE 1



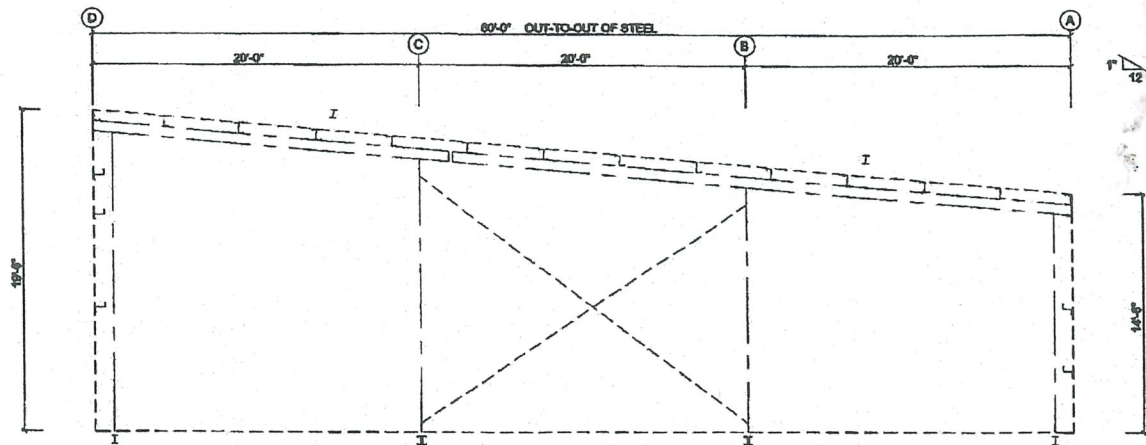
ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Ga. AP - Std. PVDF-PEVE Finish

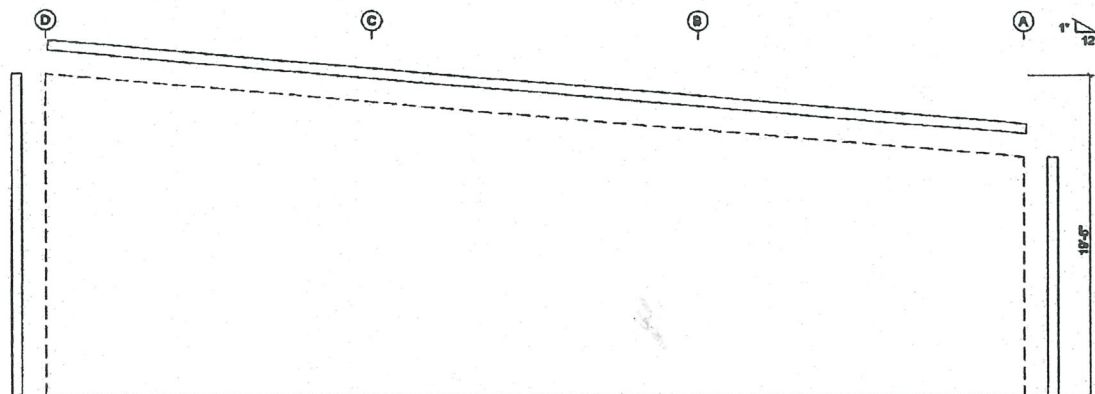
PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

Drawing	ENDWALL DRAWING	
Buyer	Mega Construction, Inc.	
End Owner	Unknown-Not Given	
Job Site Address	Harrison, VA 22201	
Project Name	7 Mile Fair	
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.
	3/25/28	GF70609A

GIRT DEPTH: 8.00



ENDWALL FRAMING: FRAME LINE 5



ENDWALL SHEETING & TRIM: FRAME LINE 5

PRELIMINARY
 • Preliminary drawings for sales and estimating purposes only.
 • Subject to change during order process.
NOT FOR CONSTRUCTION

Drawing	ENDWALL DRAWING	
Buyer	Mega Construction, Inc.	
Est. Owner	Unknown-Not Given	
Job Site Address	Madison, WI 53701	
Project Name	7 Mile Park	
CHIEF BUILDINGS	DATE DRAWN	QUOTE NO.
	3/25/26	GF70600A

GIRT DEPTH: 6.00



MEGACON-02

MWITTENMEIER01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners
2501 Parmenter Street Suite 200A
Middleton, WI 53562

CONTACT
NAME:
PHONE (A/C, No, Ext): (608) 827-4525 FAX (A/C, No): (608) 827-4712
E-MAIL ADDRESS: certificates.apwi-mid@assuredpartners.com

INSURED

Mega Construction Inc
19650 Sommer Drive
Brookfield, WI 53045

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Selective Insurance Company of America	12572
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		S 2618133	6/8/2025	6/8/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		S 2618133	6/8/2025	6/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0		S 2618133	6/8/2025	6/8/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 9136334	6/8/2025	6/8/2026	☒ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sample

CERTIFICATE HOLDER

CANCELLATION

Mega Construction Inc
19650 Sommer Drive
Brookfield, WI 53045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle McQuill

MEGA CONSTRUCTION, INC.

19650 Sommers Drive Brookfield, WI 53045
262-796-2760

STANDARD TERMS AND CONDITIONS

SAFETY:

Building Owner / General Contractor to abide by all current OSHA regulations.

PERMITS:

All permits and fees are to be obtained and paid for by others. Mega Construction, Inc. will furnish Professional Engineer stamped plans from the building manufacturer to assist others in obtaining required permits.

INSURANCE:

Building owner or general contractor shall carry builder's risk, fire, tornado and other necessary insurance for all materials delivered to or stored on site, and all steel erection work in place. Mega Construction, Inc. will carry workman's compensation and public liability insurance.

HOLD HARMLESS AGREEMENTS:

Our proposal excludes any losses caused by the sole negligence of our customers or the end customer. We do not agree to provide any additional insurance coverage provisions that are not provided in our current insurance policy.

OTHER TRADES:

All concrete, masonry, site work, mechanical, electrical, plumbing, HVAC, interior finishes and engineering for same are to be by others.

SITE CONDITIONS:

Adequate site access is required (i.e., compacted stone or gravel), for delivery trucks, crane, forklifts and building storage. We need a level working area, a minimum of 15' wide around the perimeter of the building. Electrical power and temporary toilets are to be provided by others (i.e., General Contractor). All waste and debris caused by our trade will be picked up and placed in a pile or dumpster (dumpster provided by others). Snow removal to be provided by others (i.e., General Contractor) if necessary to perform our work. Building foundation must be back filled and ready to accept structure. Any additional cost due to poor or inadequate site conditions will be invoiced immediately. Cleaning mud or dirt from the steel or sheeting is not included. All concrete work must be done in compliance with SENRAC requirements.

DELIVERY:

Price quoted is based on erection beginning immediately upon delivery of building to the site. If Mega Construction, Inc. must unload the building and is unable to immediately begin erection for any reason beyond our control, an additional \$1,250.00 per load will be invoiced to the customer.

SHORTAGES AND DELAYS:

All site work necessary to complete the erection of the building must be completed before we start. A charge of \$1,500.00 will be billed each time Mega Construction, Inc. must pull off the job for any reason beyond our control.

PAYMENT

All materials delivered to the site that Mega Construction, Inc. has been authorized to supply, will be invoiced immediately with payment due and payable within (31) days. Labor costs will be invoiced for work completed through the end of each month, and are due and payable by the 30th of the following month. Any invoices that are not paid within (30) days are subject to interest charges of 18% per annum.

ATTORNEY'S FEES

Should Mega Construction, Inc. employ an attorney to institute litigation, mediation or arbitration to enforce any provision of this subcontract, or to collect damages or debt under this subcontract, then Mega Construction, Inc. shall be entitled to recover reasonable attorney's fees, costs and expenses incurred by Mega Construction, Inc.

RETAINAGE:

The price quoted assumes no retainage!

SCHEDULE:

Our proposal is based on Mega Construction, Inc. and the customer, reaching a mutual agreement on erection schedule and contract terms. Additional pricing may be required if original schedule is delayed, changed, accelerated or compressed.

02/01/2026