



Committee of the Whole MEETING AGENDA

April 23, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Published: 4/19/2024

AGENDA

1. **CALL MEETING TO ORDER**
2. **ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE**
3. **APPROVAL OF MINUTES**
 - A. April 9, 2024, Committee of the Whole Minutes
4. **UTILITY & FINANCE**
 - A. Discussion and possible action to approve the April 24th Water Utility claims for \$319,577.80, Sewer Utility claims in the amount of \$15,714.81 and General City claims for \$595,023.08. US Bank Visa EFT of \$32,008.81.
5. **MISCELLANEOUS**
 - A. Fire Department Update by Fire Chief Polzin
 - B. Election of Alderperson to serve on the Plan Commission - Per Section 275.15(B)(1) - One alderperson shall be elected by 2/3 vote of the Common Council
 - C. Discussion and possible action on whether to allow Class B and Class C establishments in the City of New Berlin to remain open until 4 am during the Republican National Convention (RNC) from July 15th-18th, 2024 established by the 2023 Wisconsin Act 73. Alternatively, the City Council may choose to "opt-out" of the extended hours and maintain existing closing hours by adopting Ordinance No. 2691, as required in Act 73, Part 64 (c)(3)
 - D. Discussion and possible action to approve a contract for \$87,151.16 with Trees On The Move for landscape materials and installation at the New Berlin Activity and Recreation Center.
6. **ADJOURN**

Supplemental Information:

- The meeting agenda and agenda packet are available online at www.NewBerlin.org. The minutes are published online and are approved at the next regularly scheduled meeting.
- It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order.
- You may provide comments to the City Clerk via email at CitizenComments@NewBerlin.org. Comments will be forwarded to the Mayor and members of the governing body. Emailed comments are not read during the meeting.
- The City of New Berlin strives to host inclusive, accessible meetings that enable all individuals to engage and participate fully. Any person who has a qualifying disability under the Americans with Disabilities Act that requires that the meeting be accessible, please contact City Clerk Rubina R. Medina at (262) 786-8610 or via email at CityClerk@NewBerlinWI.gov at least 48 hours before the scheduled meeting time. Efforts will be made to accommodate the needs of disabled individuals through appropriate aids and/or services.
- It is also possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to in the above notice.



Committee of the Whole MEETING MINUTES

April 9, 2024 - 6:00 PM
Council Chambers
3805 S. Casper Drive

Please note: Minutes are unofficial until approved at the next regular scheduled meeting.

MINUTES

1. CALL MEETING TO ORDER

Mayor Ament called the meeting to order at 6:00 PM.

2. ROLL CALL; DECLARATION OF QUORUM; PUBLIC NOTICE

City Clerk Rubina R. Medina took the roll call as follows:

Present: Alderperson Hopkins, Alderperson Maxey, Alderperson Harenda, Alderperson Stribl, Alderperson Kroupa, Alderperson Horbinski, Alderperson La Fever

Staff Present: City Attorney Mark Blum, City Clerk Rubina R. Medina

City Clerk Rubina R. Medina stated there was a quorum, and the meeting was properly noticed.

3. APPROVAL OF MINUTES

A. March 26, 2024, Committee of the Whole Meeting Minutes

MOTION: Motion to approve

VOTE: Motion by: Kroupa
Second by: Horbinski
Motion 7-0

4. UTILITY & FINANCE

A. Discussion and possible recommendation to Common Council approval of April 10, 2024, Water Utility Claims in the amount of \$614,918.49, Sewer Utility Claims in the amount of \$41,019.03, and General City Claims in the amount of \$986,741.04. We Energies EFT of \$84,735.94

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: Kroupa
Motion 7-0

5. MISCELLANEOUS

A. New Berlin Food Pantry Presentation

The Director of the New Berlin Food Pantry, Barb Jacob, provided a brief overview to the Common Council and those in attendance. The New Berlin Food Pantry is a 501 (C)(3) nonprofit organization that is entirely run by volunteers. There are no salaries paid, including the director's position. They have over 50 regular volunteers each week. They receive donations from Costco, Target, Sendik's, Kwik Trip, and Pick 'n Save in New Berlin. They are open every Wednesday for donations and to serve those in need.

Currently, they serve 40% adults, 30% children, and 30% seniors. Recipients need to be eligible to receive donations. They must show a picture identification, a utility bill to verify their residence, and proof of monthly

income. They certify recipients annually to ensure they still qualify for services, and they require a photo identification and utility bill every month to ensure they still reside in New Berlin. They have seen a 21% increase in the first few months of 2024. If someone needs help with food but resides outside of New Berlin, they assist once and then refer them to 2-1-1, who will refer them to the food pantry in their community.

Community support is vital to their success; they rely 100% on donations. They can provide Easter baskets at Easter time thanks to the New Berlin Lions Club, backpacks and school supplies to children in need thanks to Holy Apostles, and they can provide turkeys at Thanksgiving and ham at Christmas thanks to the New Berlin Police & Fire Departments. The Boy Scouts, churches, schools, and businesses organize food drives which help tremendously.

Barb reminded the Council about the annual food drive through the postal service on May 11th. To donate, place a bag of non-perishable foods in or by your mailbox, and your postal carrier will collect it and donate it to the food pantry.

The New Berlin Food Pantry has also partnered with the social workers at New Berlin elementary schools to provide classrooms with granola bars. Teachers previously funded these items for children who would come to school without a snack or breakfast. Now, this is funded solely by the New Berlin Food Pantry, made possible by generous donations.

Some individuals and families may only need help for a short period of time, and others, such as seniors on a fixed income, may need help longer. Regardless of how long help is needed, the Food Pantry is able to serve them thanks to the donations received and volunteers who lend a helping hand.

Barb was commended by Mayor Ament and the Common Council for her contributions to the community.

- B.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-05, a Resolution to approve the Suburban Critical Incident Team Agreement

MOTION: Motion to approve

VOTE: Motion by: Maxey
Second by: Hopkins
Motion 7-0

- C.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-06, a Resolution to approve the Suburban Critical Incident Team Mutual Aid Agreement with Brookfield Fire Department

MOTION: Motion to approve

VOTE: Motion by: Horbinski
Second by: Stribl
Motion 7-0

- D.** Discussion and possible recommendation to the Common Council approval of Resolution No. 2024-07, a Resolution to approve the Suburban Critical Incident Mutual Aid Agreement with Lake Country Fire and Rescue

MOTION: Motion to approve

VOTE: Motion by: Stribl
Second by: Maxey
Motion 7-0

6. ADJOURN

MOTION: Motion to adjourn at 6:08 PM

VOTE: Motion by: Kroupa
Second by: Maxey
Motion 7-0

***Respectfully Submitted,
Rubina R. Medina, New Berlin City Clerk***

New Berlin Fire Department



Mission

Our mission is to provide exceptional services while committed to building a safer community.

Vision

The New Berlin Fire will continuously strive to be a caring, understanding, people first organization committed to excellence in all we do.

New Berlin Fire Department Organizational Chart



Response Overview

- New Berlin Fire/EMS responses - 2021/4960 2022/4951 2023/4594
 - Private vs. Government Insurance (Ground Ambulance Study)

- Health Care Facilities, Assisted Living Facilities & Community Based Residential Facilities
 - Inter-Facility – discontinued due to lack of available units, responsibility to city residents
 - Lift Assist/Facility Responsibilities – fire department and EM collaboration, Assembly Bill 942, emergency power backups to run medical equipment
 - Emergency Calls/Transports – fire department readiness to building a safer community (outcomes dependent on timeliness and resources)

2023 NBFD Goals

- ❑ Work with and assist local high schools with the fire service dual enrollment program
- ❑ Expand education and training opportunities for all department members
- ❑ Create an internal Peer Support Team
- ❑ Expand our ability to conduct fire investigations
- ❑ Update job descriptions
- ❑ Develop a fair and consistent promotional process
- ❑ Look for external funding sources for equipment
- ❑ Increase our community involvement outside of emergency responses
- ❑ Establish department policies and procedures
- ❑ Conduct a department Strength, Weakness, Opportunity, Threat (SWOT) analysis
- ❑ Utilize data to assist in decision making processes
- ❑ Construct a department Standard of Cover document and Strategic Plan

2024 NBFD Goals

- ❑ Work with and assist local high schools with the fire service dual enrollment program
- ❑ Expand education and training opportunities for all department members
- ❑ Expand our ability to conduct fire investigations
- ❑ Look for external funding sources for equipment
- ❑ Increase our community involvement outside of emergency responses
- ❑ Establish department policies and procedures
- ❑ Conduct a department Strength, Weakness, Opportunity, Threat (SWOT) analysis
- ❑ Utilize data to assist in decision making processes
- ❑ Construct a department Standard of Cover document and Strategic Plan
- ❑ Analyze our Insurance Services Office Public Protection Classification for possible reductions to ratings
- ❑ Upgrade three Lieutenant positions to Captains
- ❑ Update department succession plan

Thank you





REQUESTED ACTION STATEMENT

April 19, 2024

TO: Mayor Ament
Common Council

FROM: Rubina R. Medina, City Clerk

ISSUE:

Under the current New Berlin Municipal Code Chapter 125-4, a Class “B” beer, a “Class B” liquor, and a “Class C” wine-only retail licensed premises must generally be closed between the hours of 2:00 a.m. and 6:00 a.m., Monday through Friday, or between 2:30 a.m. and 6:00 a.m., Saturday or Sunday.

On December 7, 2023, Governor Evers signed Wisconsin Act 73, Part 64 (c), *“Notwithstanding s. 125.68 (4) (c) 1., but subject to subds. 2. and 3., during the convention period, the closing hours for premises operating under a “Class B” or “Class C” license issued by a southeast Wisconsin municipality shall be between 4 a.m. and 6 a.m.”*. This Act changes the closing hours during which retailers in a *“southeast Wisconsin municipality”* must close during a 2024 national political convention in Milwaukee. This is defined as any *“city, village, or town, any part of which is located within Kenosha, Racine, Walworth, Rock, Milwaukee, Waukesha, Jefferson, Dane, Ozaukee, Washington, Dodge, Columbia, Sheboygan, or Fond du Lac County.”* The Republican National Convention (RNC) is an event in which delegates of the United States Republican Party select the party’s nomination for President and Vice President. This year’s event is hosted by Milwaukee and will take place July 15 – 18, 2024.

The approval of this Act, specifically, from the first day of the RNC until the day after the convention’s last day, the closing hours in a southeast Wisconsin municipality must be between 4:00 a.m. and 6:00 a.m., for any of the following:

- (1) a Class “B” beer, “Class B” liquor, or “Class B” wine-only retail licensed premises; or
- (2) any producer’s full-service retail outlet.

In other words, these businesses can now stay open until 4 am and reopen at 6 am. Act 73, Part 64 (c)(3) also provides that a southeast Wisconsin municipality may “opt-out” of the extended hours through the adoption of an ordinance, *“Notwithstanding s. 125.32 (3) (d), a southeast Wisconsin municipality may, by ordinance adopted after the effective date of this subdivision, opt out of subd. 1. and retain during the convention period the closing hours specified in s. 125.32 (3) (a)”*.

REQUESTED:

Discussion and possible action on whether to allow Class B and Class C establishments in the City of New Berlin to remain open until 4 a.m. during the Republican National Convention (RNC) from July 15th to July 18th, 2024, established by the 2023 Wisconsin Act 73.

Alternatively, the City Council may choose to “opt-out” of the extended hours and maintain existing closing hours by adopting Ordinance No. 2691, as required in Act 73, Part 64 (c)(3).

ATTACHMENTS / SUPPORTING DOCUMENTS:

1. MEMO from New Berlin Police Chief Hingiss
2. Draft of Ordinance No. 2691



NEW BERLIN POLICE DEPARTMENT

Jeffrey Hingiss
Chief of Police

Phone: 262.782.6640
FAX: 262.782.9033

April 19, 2024

Memo to Council
Re: Draft Ordinance 2691

Mayor Ament and Council,

The police department has reviewed Draft Ordinance 2691 and supports opting out of extending bar closing hours in the City of New Berlin during the RNC. Our support for the ordinance is based on experience with alcohol related calls for service during the weekends, certain holidays, or other events. The potential for alcohol related incidents and arrests increase when individuals consume alcohol for extended amounts of time.

Mutual aid requests related to the RNC are still being discussed, but it is likely that some of our staff will be utilized directly for RNC events/traffic and a number of other personnel will be on stand-by. As a result, our staffing will already be dedicated to regular calls for service, pre-determined mutual aid, and any other urgent mutual aid requests. We feel that keeping the bars open later into the night will only add to the anticipated increase in law enforcement related service requests.

Thank you for considering the police department's input.

Respectfully,

Chief Hingiss
New Berlin Police Department
16300 W. National Ave.
New Berlin, WI 53151

ORDINANCE NO. 2691

ORDINANCE OPTING OUT OF THE REDUCED CLOSING HOURS FOR LICENSED PREMISES DURING THE NATIONAL CONVENTION PERIOD 2024

WHEREAS, 2023 Wisconsin Act 73 established reduced closing hours for licensed retail alcohol premises in southeast Wisconsin municipalities during the national political convention taking place in Milwaukee during the summer of 2024; and

WHEREAS, southeast Wisconsin municipalities may, by ordinance adopted after the effective date of 2023 Wisconsin Act 73, opt out of the reduced closing hours during the convention period and retain the closing hours set forth in Chapter 125 of the Wisconsin Statutes; and

WHEREAS, the Common Council has determined that it is in the city's best interest to opt out of the reduced closing hours for licensed premises.

NOW THEREFORE BE IT RESOLVED, the Common Council of the City of New Berlin do hereby ordain as follows:

SECTION I

The City of New Berlin opts out of the closing hours set forth in Section 64 (c)(4) of 2023 Wisconsin Act 73 for Class “B”, “Class B”, and Class “C” alcohol licenses during the period of the national political convention in Milwaukee in 2024 and shall retain the closing hours as established by Chapter 125 of the Wisconsin Statutes.

SECTION II

This ordinance shall take effect and be in full force from and after its adoption.

SECTION III

The sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the other portions of the Ordinance.

SECTION IV

This Ordinance shall take effect upon passage and publication as approved by law, and the City Clerk shall so amend the Code of Ordinances of the City of New Berlin and shall indicate the date and number of this amending ordinance therein.

PASSED AND ADOPTED by the Common Council this 23rd day of April 2024.

APPROVED:

COUNTERSIGNED:

David Ament, Mayor

Rubina R. Medina, City Clerk

REQUESTED ACTION STATEMENT

TO: Common Council
Mayor Dave Ament

FROM: Gregory Kessler, AICP – Director of Community Development

RE: Requested Action Statement to approve a contract with Trees On The Move for landscape material and installation at the New Berlin Activity and Recreation Center.

DATE: April 23, 2024

REQUESTED ACTION: To approve a contract in the amount of \$87,151.16 with Trees On The Move for landscape material and installation at the New Berlin Activity and Recreation Center.

FISCAL IMPACT: No additional borrowing required, and no CIP funds used.

SOURCE OF FUNDS: Tree Mitigation Fund, account # 26420000-59020

RATIONALE/BACKGROUND: Construction of phase II of the New Berlin Activity and Recreation Center was completed in February of 2024 and the City is now looking to complete the site landscape for the project. The scope of project consists of supplying plant materials and installation and does not include any landscape structures.

The City Attorney has made an initial review of the contract terms and conditions.

**CONTRACT BETWEEN
THE
CITY OF NEW BERLIN
AND
TREES ON THE MOVE
FOR
LANDSCAPE PLANTINGS AND INSTALLATION**

This agreement, entered into this 12 day of APRIL 2024, by and between the City of New Berlin (CITY) and Trees On The Move (CONSULTANT);

WITNESS THAT:

WHEREAS, the CITY proposes the PROJECT described as follows:

*The buildout and renovation of the New Berlin Activity and Recreation Center
Phase 2 located at 15321 W. National Avenue, New Berlin, WI.*

WHEREAS, the CITY wishes to engage the services of a professional landscape consultant to provide project management and installation services as hereinafter set forth; and

WHEREAS, the CONSULTANT represents itself as being capable, experienced and qualified to undertake and perform those certain services, hereinafter set forth, as are required in accomplishing fulfillment of the obligations under the terms and conditions of the contract as an independent entrepreneur and not as an employee of the CITY, and agrees to furnish such services as hereinafter described.

NOW, THEREFORE, the CITY AND CONSULTANT, in consideration of the premises and the mutual promises and understandings hereinafter contained, agree as follows:

SECTION I - RETENTION OF SERVICES

CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to personally perform, as an independent consultant and not as an employee of the CITY, the services hereinafter set forth, all in accordance with the terms and conditions of this CONTRACT. The CONSULTANT agrees time is of the essence and will meet all deadlines and any schedules as herein set forth.

The DIRECTOR OF COMMUNITY DEVELOPMENT shall administer this CONTRACT specifically as related to work performed by the consultant. The DIRECTOR OF COMMUNITY DEVELOPMENT will transmit all instructions, comments, and approvals to the CONSULTANT, and be the recipient of all submittals by the CONSULTANT. The word "CONSULTANT" means a person, or entity, including all employees, sub-consultants and other assigns, whether public or private, that enters into contract with the CITY.

SECTION II - REQUIREMENTS

The CONSULTANT is required to:

- A. perform, do and carry out in a satisfactory, timely, and proper manner, the services delineated in this CONTRACT.
- B. comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.
- C. comply with time schedules and payment terms.

SECTION III - SCOPE OF SERVICES

A. GENERAL

- (1) The work under this CONTRACT shall consist of performing those phases or portions of the engineering for the Project necessary or incidental to accomplish the Project responsibilities, which are hereinafter specified.
- (2) The CONSULTANT shall furnish all services and labor necessary to conduct and complete the work, and shall furnish all materials, equipment, supplies, and incidentals other than those which are hereinafter designated to be furnished by others.
- (3) The work under this CONTRACT shall at all times be subject to the approval of the DIRECTOR OF COMMUNITY DEVELOPMENT.
- (4) The services under this CONTRACT shall be performed in accordance with generally accepted standards of the profession and the City of New Berlin Infrastructure Standards.
- (5) The CONSULTANT shall from time to time during the progress of the work confer with the DIRECTOR OF COMMUNITY DEVELOPMENT, and shall prepare and present such information as may be pertinent and necessary or as may be requested by the DIRECTOR OF COMMUNITY DEVELOPMENT to enable him to pass judgment on the features of the work. The CONSULTANT shall make such changes, amendments, or revisions in the detail of the work as may be required by the DIRECTOR OF COMMUNITY DEVELOPMENT. The DIRECTOR OF COMMUNITY DEVELOPMENT reserves the right to select the alternative(s) to be pursued and may request additional alternatives be studied, subject to Section XIII - Change, if applicable.
- (6) The CONSULTANT shall do, perform, and carry out all of the tasks and obligations outlined in this CONSULTANT'S Proposal, dated April 5, 2024, March 12, 2024 and September 9, 2022. hereby referenced and incorporated into this CONTRACT as Exhibit A. In the event of a conflict between the provisions of this CONTRACT

and Exhibit A, the provisions of the CONTRACT shall govern. The CONSULTANT shall complete all the work under this CONTRACT without substantial change to the Project Team or the Project Approach as specified in the CONSULTANT's Proposal.

B. WORK TASKS

It is understood by the parties to the CONTRACT that the CONSULTANT's scope of services covered under this CONTRACT shall include those engineering and related services contained in the attached Exhibit A, prepared by CONSULTANT.

SECTION IV - SPECIFIC CONDITIONS OF PAYMENT

- A. The CONSULTANT shall be compensated for the services described above on an hourly rate basis for a total fee of \$87,151.16. It is expressly understood by the parties hereto that under no circumstances shall the total CONTRACT Price, including contingencies, exceed the Contract amount of \$87,151.16 except as provided herein.
- B. **PROGRESS PAYMENTS.** The CONSULTANT shall submit invoices to the DIRECTOR OF COMMUNITY DEVELOPMENT for partial payment of fees, from time to time during the progress of the work, but not more frequently than on a monthly basis. Such invoices shall cover payment to the CONSULTANT for work performed by the CONSULTANT on each individual work activity. Invoices shall show hours worked on each activity and the amount of work completed. A brief progress report shall accompany each invoice. The DIRECTOR OF COMMUNITY DEVELOPMENT will examine each such invoice, and if found to be acceptable according to the CONTRACT, payment shall be made. Final payment of the balance due the CONSULTANT for the completed project shall be made upon completion and acceptance of the work performed. The CITY shall pay the CONSULTANT's approved invoices within 30 days after invoice receipt. Where CITY reasonably disputes some portion of the charges contained in the CONSULTANT's bill for services, the CITY shall make prompt payment of that portion of the bill, which is undisputed and shall notify the CONSULTANT in writing of the reason for its dispute.

SECTION V - TIME OF PERFORMANCE

- A. The services to be performed under the terms and conditions of the CONTRACT shall be in force and shall commence upon execution of the CONTRACT by the CONSULTANT and upon written notice from the DIRECTOR OF COMMUNITY DEVELOPMENT to proceed. The work under this contract shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this CONTRACT.
- B. It is the intent of the CITY and the CONSULTANT that all of the services required to be performed hereunder by the CONSULTANT **shall be finished by August 2, 2024.**
- C. In addition to all other remedies inuring to the CITY should the CONTRACT not be completed by the time frame specified in accordance with all of its terms, requirements and conditions therein set forth, the CONSULTANT shall continue to be obligated thereafter to

fulfill CONSULTANT's responsibility to complete the scope of services and to execute any necessary amendments to this CONTRACT. Delays in completing the work within the time provided for completion as specified elsewhere in the CONTRACT, for reasons attributable to the CITY, may constitute justification for additional compensation to the extent of documentable increases in costs of labor, services or materials as a result thereof. Failure of the CONSULTANT to submit a formal written request for an extension of time prior to the expiration of the CONTRACT shall constitute a basis for denying any cost adjustments for reasons of such delay.

D. DELAYS

CONSULTANT shall not be liable for delays or failure to perform its Services caused directly or indirectly by circumstances beyond CONSULTANT's control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action including regulatory requirements, changed conditions, delays resulting from actions or inactions of CITY or third parties not under control of CONSULTANT, site inaccessibility or inability of others to obtain materials, labor, equipment, or transportation. Should any of the above occur, then the date for completion of the services shall be adjusted for such delay, provided the CONSULTANT reports the delay to the CITY within a reasonable time of its discovery. The CITY shall determine whether or not the cause of delaying or not completing a duty or obligation is within the control of the CONSULTANT.

SECTION VI - CONDITIONS OF PERFORMANCE AND COMPENSATION

A. PERFORMANCE.

The CONSULTANT agrees that the performance of CONSULTANT's work, services and the results therefrom, pursuant to the terms, conditions and agreements of this CONTRACT, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services.

B. PLACE OF PERFORMANCE.

The CONSULTANT shall conduct CONSULTANT's services as required under the terms and conditions of this CONTRACT at such place or places as is necessary which will enable the CONSULTANT to fulfill CONSULTANT's obligation under this CONTRACT.

C. COMPENSATION.

CITY agrees to pay, subject to the contingencies herein, and the CONSULTANT agrees to accept for the satisfactory performance of the services under this CONTRACT the maximum fees as indicated in Section IV, inclusive of all expenses. All expenses for travel, meals and lodging are not eligible for compensation under any part of this CONTRACT.

D. ADDITIONAL FRINGE OR EMPLOYEE BENEFITS.

The CONSULTANT shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving.

E. TAXES, SOCIAL SECURITY, INSURANCE & GOVERNMENT REPORTING.

Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the CONSULTANT receiving payment under this CONTRACT shall be the sole responsibility of the CONSULTANT. The CONSULTANT shall be solely responsible to meet CONSULTANT insurance needs as specified below during the terms of this CONTRACT or any extension thereof.

General Liability:

General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each occurrence	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000
Watercraft Liability	\$1,000,000

Automobile Liability:

CSL	\$1,000,000
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Excess Liability:

Umbrella Form - Each Occurrence	\$5,000,000
Umbrella Form - Aggregate	\$5,000,000
Self-Insured Retention	\$ 10,000

Workers' Compensation and Employers' Liability

Each Accident	\$ 500,000
Disease Policy Limit	\$1,000,000
Disease Each Employee	\$ 500,000

Professional liability:

Aggregate/Occurrence	\$1,000,000
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A Certificate of Insurance shall be provided to the DIRECTOR OF COMMUNITY DEVELOPMENT as evidence thereof naming the CITY as an additional insured and showing the CONSULTANT is covered by the above required types and amount of insurance, providing for a thirty (30) day notice to the CITY prior to change, termination or cancellation. Such notice provisions shall be stated in the unconditional affirmative. Phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. Additionally insured shall be provided on a primary and noncontributory basis. Coverage shall be provided by the way of a copy of a policy endorsement.

F. SUBCONTRACTING.

The CONSULTANT shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the DIRECTOR OF COMMUNITY DEVELOPMENT.

SECTION VII - METHOD OF PAYMENT

The CITY agrees that subsequent to the full and complete performance of this CONTRACT, and satisfactory performance of the services as specified in Section II and Section III, to pay the amount or amounts as herein set forth. The conditions of payment are as follows: Compensation for services required under this CONTRACT shall be contingent upon each activity being reviewed for approval, and being approved for payment by the DIRECTOR OF COMMUNITY DEVELOPMENT, as stipulated in Section IV.

SECTION VIII - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the CONSULTANT, a Sub-consultant and anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. To the extent the CITY is separately entitled to coverage, defense, and/or indemnification from a Contractor and/or its insurer for the same losses or expenses, this clause shall not apply, it being understood that the Contractor's obligation is primary.

SECTION IX - REGULATIONS

The CONSULTANT agrees to comply with all of the requirements of all federal, state and local laws as well as codes, specifications and requirements related to the performance of the work under this CONTRACT.

SECTION X - FINAL SETTLEMENT

The CONSULTANT shall notify the City in writing when the CONSULTANT has determined that the Services under this CONTRACT have been completed. Upon the CITY's subsequent determination that the Services have been satisfactorily completed, the CITY will provide written notification to the CONSULTANT acknowledging formal acceptance of the completed Services. Unless the CONTRACT has been terminated prior to the completion of the Services, the CONTRACT shall not be considered terminated upon completion and acceptance of the Services, or upon final payment therefore, but shall be considered to be in full force and effect for the purposes of requiring the CONSULTANT to make revisions or corrections in the Services as are necessary to correct errors or omissions made by the CONSULTANT in the Services, or for the purposes of having the CONSULTANT make revisions in the Services at the request of the CITY as "Extra Services". The CONTRACT shall be considered terminated when the construction of the project has progressed sufficiently to make it manifest that the construction can be completed without further revisions in the services, or the CONSULTANT is released prior to such time by written notice from

the CITY, or if more than three (3) years have elapsed following formal written notification of final acceptance of the services by the CITY.

SECTION XI - TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this CONTRACT, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CITY shall thereupon have the right to terminate this CONTRACT by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, upon payment of any amounts properly due the CONSULTANT, all finished or unfinished public improvements become the property of the CITY. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY, and CITY may withhold any payments to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the CITY from the CONSULTANT is determined. If through no fault of the CONSULTANT, the CITY shall fail to fulfill in a timely and proper manner, its obligations under this CONTRACT, or if the CITY shall violate any of the covenants, agreements or stipulations of the CONTRACT, the CONSULTANT shall thereupon have the right to terminate this CONTRACT by giving written notice to the CITY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

SECTION XII - TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this CONTRACT at any time for any reason by giving at least ten (10) days notice in writing from the CITY to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the CONSULTANT covered by this CONTRACT, less payments for such services as were previously made plus all reimbursed expenses payable under this CONTRACT. If this CONTRACT is terminated due to the fault of the CONSULTANT, Section X thereof, relative to termination, shall apply.

SECTION XIII - CHANGES

The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to the CONTRACT. Further, if in the CONSULTANT's opinion, said changes involve work not included in the terms or scope of services of this CONTRACT, the CONSULTANT must notify the CITY in writing if it is believed that extra compensation or additional time allowance is warranted. Such notification shall include the justification for extra compensation and the estimated amount of additional fee requested. The CITY shall review the CONSULTANT's submittal and, if acceptable, will approve a change order as an amendment to this CONTRACT. Work under a change order shall not proceed until so authorized by the CITY. Such change orders shall include appropriate time extensions when warranted.

SECTION XIV - PERSONNEL

- A. The CONSULTANT represents that he has or will secure at his own expense all personnel required in performing the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
- C. None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the CITY. All additional work or services that are subcontracted shall be specified by written contract or agreement and shall be subject to each provision of this CONTRACT. The CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

SECTION XV - ASSIGNABILITY

The CONSULTANT shall not assign any interest in this CONTRACT and shall not transfer any interest in same (whether by assignment, notation or any other manner), without the prior written consent of the CITY. Provided, however, that claims for money due or to become due the CONSULTANT from the CITY under the CONTRACT may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the CITY.

SECTION XVI - RECORDS

- A. ESTABLISHMENT AND MAINTENANCE OF RECORDS.
Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this CONTRACT. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this CONTRACT.
- B. DOCUMENTATION OF COSTS.
Record of all costs shall be maintained by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this CONTRACT and shall be clearly identified and readily accessible.

SECTION XVII - REPORTS AND INFORMATION

At such times and in such forms as CITY may require, there shall be furnished to CITY, at the CITY's expense, copies of such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this CONTRACT.

SECTION XVIII - AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency, may deem necessary, there shall be made available to the CITY or such agency for examination, all of the CONSULTANT's records with respect to all matters covered by this CONTRACT and will permit the CITY or such agency and/or representative of the Comptroller General of the United States to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payroll, records of personnel, condition of employment and other data relating to all matters covered by this CONTRACT.

SECTION XIX - CONFLICT OF INTEREST

- A. Interest in CONTRACT. No officer, employee or agent of the CITY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this CONTRACT pertains, shall have any personal interest, direct or indirect, in this CONTRACT.
- B. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of this CONTRACT, shall have any personal interest, direct or indirect, in this CONTRACT.
- C. Interest of CONSULTANT and Employees. The CONSULTANT covenants that no person described in Sections XIX. A. and B. above who presently exercises any functions or responsibilities in connection with the CONTRACT has any personal financial interest, direct or indirect, in this CONTRACT. The CONSULTANT further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this CONTRACT no person having any conflicting interest shall be employed.

SECTION XX - DISCRIMINATION PROHIBITED

- A. In all hiring or employment made possible by or resulting from this CONTRACT there will not be any discrimination against any employee or applicant for employment because of race, color, sex orientation, religion, sex or national origin, and affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, gender or national origin. This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard of race, color, religion, sex orientation, sex or national origin.

- B. No person in the United States shall, on the grounds of race, color, religion, sexual orientation, gender or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this CONTRACT. The CITY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.
- C. The CONSULTANT will cause the foregoing provisions of this section to be inserted in all subcontracts, if any, for any work covered by this CONTRACT so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw material.

SECTION XXI - OWNERSHIP OF DOCUMENTS

Upon completion or termination of this CONTRACT, all PROJECT CONTRACT documents shall be delivered to and become the property of the CITY. These record drawings and reports, etc., may be used without restriction by the CITY for any public purpose. Any such use or reuse of these documents outside the scope of the PROJECT shall be without compensation or liability to the CONSULTANT.

SECTION XXII ESTIMATES

The estimates of cost and material quantities for each project provided herein are to be prepared by the CONSULTANT through the exercise of their experience and judgement in applying presently available information. It is recognized that the CONSULTANT has no control over cost of construction, Contractor's labor, equipment and materials, or over competitive bidding procedures and market conditions of material quantities.

SECTION XXIII DATA

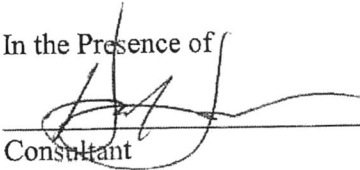
The CITY shall make available to the CONSULTANT all applicable existing technical data in the CITY's possession at the CITY HALL including maps, surveys, borings, and other information required by the ENGINEERS and relating to their work.

SECTION XXIV ACCURACY OF INFORMATION

The CONSULTANT shall indicate to the CITY the information needed for rendering services hereunder, as well as likely sources of this information, with such sources to include but not be limited to the CITY. The CONSULTANT and the CITY recognizes that it is impossible to assure the sufficiency or accuracy of information provided by responsible parties such as Diggers Hotline.

IN WITNESS WHEREOF, The parties hereto have had these presents duly executed in their respective names by their respective officers as of the date and year first above written.

In the Presence of



Consultant

Estimator

Title

4/12/2024

Date

CITY OF NEW BERLIN

Mayor

Date

This is to certify that provisions have been made to pay the expenses that will accrue under the Contract.

Treasurer/Comptroller

Date

Clerk

Date

Approved as to form this _____ day of _____, 20____.

City Attorney

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

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 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 R & R Insurance Services, Inc P.O. Box 1610 Waukesha WI 53187-1610	CONTACT NAME: Theresa Bednar PHONE (A/C, No, Ext): (262) 574-7000 E-MAIL: Theresa.Bednar@rrins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Mutual Insurance Company INSURER B: Atlantic States Insurance Company INSURER C: Underwriters at Lloyds INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (262) 574-7080 NAIC # 13692B 22586B
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COVERAGES

CERTIFICATE NUMBER: 23-24 MASTER 24-25 Prof

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blkt AI w/completed ops ☒ Blkt PNC Blkt Waiver GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	Y	CPP9200470 CG2033 (10/01) CGD90/27 (0419) CGD0908 (05/19) CG20/01 (0413)	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Blkt Addtl Insd	X	Y	CA 9200470 AU102 (05/91) CAD0904 (07/16) CA0449 (11/16)	6/15/2023	6/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CWA9200470 CUD9039 (07/16) Blkt Waiver CUD9038 (01/14) PNC	6/15/2023	6/15/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	1000006476	6/15/2023	6/15/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional & Pollution			EL00-98-0007-2024	2/15/2024	2/15/2025	Per claim / Aggregate \$1M/\$2M
A	Leased or Rented Equipment			CPP9200470	06/15/2023	06/15/2024	Limit \$100,000

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

Project: New Rec Center. The City of New Berlin, its officers, elected and appointed employees, agents and volunteers are Additional Insureds for General Liability on a primary and non-contributory basis and Auto Liability per forms listed above when required by a written contract. Waivers of Subrogation apply in favor of the Additional Insureds for General Liability and Auto Liability when required by a written contract. Umbrella is excess over the underlying General Liability, Auto Liability, and Employers' Liability limits. A 30-Day Notice of Cancellation applies in favor of City of New Berlin for reasons other than non-payment.

CERTIFICATE HOLDER

CANCELLATION

City of New Berlin 3805 S Casper Drive New Berlin, WI 53151	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 Scott Shaver/TB833
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Additional Named Insureds

Other Named Insureds

MCJ2G Properties, LLC

Limited Liability Company, Additional Named Insured

Premier Commercial Landscapes LLC

Limited Liability Company, Additional Named Insured

Premier Landscapes and Design, Inc.

Corporation, Additional Named Insured

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II - Who Is An Insured** is amended to include as an insured any person or organization if you are required under a written contract or agreement to provide insurance such as is afforded under this policy. Such person or organization is an additional insured only with respect to liability arising out of "your work" performed for that insured and included in the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. "Bodily injury" or "property damage" occurring prior to the date the written contract or agreement was executed and in effect.

POLICY NUMBER:

COMMERCIAL AUTO
AU-102 Ed. 05/91 Rev.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

Any person with whom or any organization with which you have agreed in writing to list as additional insured on the auto policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

POLICY NUMBER: CA9200470
July 11, 2023 (WF)

POLICY NUMBER:

COMMERCIAL AUTO
CAD 09 04 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SILVER SERIES PLUS
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
Airbag Accidental Discharge Coverage	Included in applicable Limit of Insurance	4
Audio, Visual And Data Electronic Equipment Coverage	Included in applicable Limit of Insurance	5
Auto Loan/Lease Gap Coverage	Included in applicable Limit of Insurance	4
Blanket Waiver Of Subrogation	Included in applicable Limit of Insurance	5
Broad Form Named Insured And Newly Acquired Or Formed Organizations Coverage	Included in applicable Limit of Insurance	2
Broadened Loss Of Use Expenses		3
Loss Of Use Expenses Per Day	\$65	
Loss Of Use Expenses Maximum	\$750	
Broadened Towing And Labor Costs Coverage - All Vehicle Types		2
Broadened Towing And Labor Costs Each Disablement	\$75	
Broadened Towing And Labor Costs Aggregate Limit	\$600	
Broadened Transportation Expenses Coverage Extension - All Vehicle Types		3
Broadened Transportation Expenses Increased Limit Per Day	\$60	
Broadened Transportation Expenses Maximum Limit	\$1,800	
Glass Repair Deductible Waiver	Included in applicable Limit of Insurance	5
Hired Auto Physical Damage Coverage - Any One Accident Or Loss	\$50,000	3
Knowledge Of An Accident, Claim, Suit Or Loss	Included in applicable Limit of Insurance	5
Worldwide Hired Auto Coverage	Included in applicable Limit of Insurance	6
Parked Auto Collision Deductible	Included in applicable Limit of Insurance	5
Personal Effects Coverage	\$400	4
Rental Reimbursement Coverage	\$600	4
Supplementary Payments Increased Limits		2
Supplementary Payments - Bail Bonds Increased Limit	\$3,000	
Supplementary Payments - Loss of Earnings Increased Limit	\$300 per day	
Unintentional Failure To Disclose Hazards	Included in applicable Limit of Insurance	6

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

CAD 09 04 07 16

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Donegal Insurance Group

Page 1 of 6

The following provisions apply only with respect to the insurance provided by the Business Auto Coverage Form.

I. BROAD FORM NAMED INSURED AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS COVERAGE

The following provisions are added to subparagraph 1. **Who Is An Insured** under paragraph A. **Coverage** as found in **SECTION II - LIABILITY COVERAGE**:

- d. Any organization, or any subsidiary of such organization, which is a legally incorporated entity of which you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement with respect to any covered "auto". However, this paragraph A.1.d. does not apply to "accident" or "loss" with respect to which an "insured" under this policy is also an "insured" under another policy, or would be an "insured" under such other policy but for its termination or upon the exhaustion of its limits of insurance, unless such other policy was written to apply specifically in excess of this policy.
- e. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as an insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage under this provision does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you acquired or formed the organization.

All provisions, exclusions and conditions applicable to you, except those pertaining to notice of cancellation or refusal to renew, as provided in this policy, including any endorsement attached to and made a part of this policy, apply with respect to the insurance provided to such newly acquired or formed organizations.

II. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

- A. Subparagraph a.(2) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (2) Up to the limit of insurance shown in the Schedule above for Supplementary Payments - Bail Bonds Increased Limit for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- B. Subparagraph a.(4) under paragraph 2. **Coverage Extensions** as found in paragraph A. **Coverage (SECTION II - LIABILITY COVERAGE)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the limit of insurance shown in the Schedule above for Supplementary Payments - Loss of Earnings Increased Limit, because of time off from work.

III. BROADENED TOWING AND LABOR COSTS COVERAGE - ALL VEHICLE TYPES

Subparagraph 2. **Towing** under paragraph A. **Coverage** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

2. Towing And Labor Costs

We will pay up to the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Each Disablement for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement.

With respect to disablement of covered "autos" other than of the private passenger type, the most we will pay for the total of all towing and labor costs during the policy period shown in the Declarations is the limit of insurance shown in the Schedule above for Broadened Towing And Labor Costs Aggregate Limit.

IV. BROADENED TRANSPORTATION EXPENSES COVERAGE EXTENSION - ALL VEHICLE TYPES

Subparagraph **a. Transportation Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

a. Transportation Expenses

We will pay per day up to the limit of insurance shown in the Schedule above for Broadened Transportation Expenses Increased Limits Per Day, subject to the maximum limit of insurance shown in the Schedule above for Broadened Transportation Expenses Maximum Limit, for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

V. BROADENED LOSS OF USE EXPENSES COVERAGE EXTENSION

Subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage (SECTION III - PHYSICAL DAMAGE COVERAGE)** is deleted and replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is the limit of insurance shown in the Schedule above for Loss Of Use Expenses Per Day, subject to the maximum limit of insurance shown in the Schedule above for Loss Of Use Expenses Maximum Limit.

VI. The following is added to paragraph **A. COVERAGE (SECTION III - PHYSICAL DAMAGE COVERAGE)**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you hire without a driver, subject to the following provisions:

- a. The most we will pay for any "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (1) The limit of insurance shown in the Schedule above for Hired Auto Physical Damage Coverage - Any One Accident Or Loss;
 - (2) The actual cash value, including an adjustment for depreciation and physical condition in the event of a total "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen hired "auto" with other property of like kind and quality, minus a \$500 deductible. No deductible applies to "loss" caused by fire or lightning.
- b. Subject to the limit of insurance and deductible provisions provided in paragraph **5.a.** above, we will provide coverage equal to the broadest Physical Damage Coverage applicable to any covered "auto" shown in the Declarations.
- c. This Hired Auto Physical Damage Coverage does not apply to any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.
- d. This Hired Auto Physical Damage Coverage is excess over all other collectible insurance.

6. Rental Reimbursement Expenses

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss", other than total theft, to a covered "auto". We will pay rental reimbursement expenses only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced or we pay for its "loss". This coverage does not apply while there are spare or reserve "autos" available to you for your operations. The most we will pay for rental reimbursement expenses under this Coverage Extension because of "loss" to a covered "auto" is the limit of insurance shown in the Schedule above for Rental Reimbursement Coverage. No deductibles apply to this coverage.

If the Rental Reimbursement Coverage endorsement is also attached to and made a part of this policy, then the coverage provided under this Rental Reimbursement Expenses Coverage Extension will be excess over the insurance provided by the Rental Reimbursement Coverage endorsement.

7. Personal Effects Coverage

We will pay up to the limit of insurance shown in the Schedule above for Personal Effects Coverage for loss to wearing apparel and other personal effects which are:

- a. Owned by an "insured"; and
- b. In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this coverage.

The insurance provided by this Personal Effects Coverage provision is excess over any other collectible insurance covering such property.

8. Auto Loan/Lease Gap Coverage

In the event of a total "loss" to a covered "auto" shown on the Declarations in the Schedule Of Covered Autos You Own, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

We will pay the unpaid amount due on the lease or loan only for those covered "autos":

- a. For which you carry either Comprehensive or Specified Causes of Loss Coverage if the "loss" arises from such coverage; or
- b. For which you carry either Collision Coverage if the "loss" arises from such coverage.

VII. AIRBAG ACCIDENTAL DISCHARGE COVERAGE

The following is added to subparagraph 3. under paragraph B. Exclusions as found in SECTION III - PHYSICAL DAMAGE COVERAGE:

The exclusion for "loss" caused by or resulting from mechanical breakdown, as described in paragraph B.3.a. above, does not apply with respect to the accidental discharge of an airbag in a covered "auto" if the airbag is repaired or replaced in a manner acceptable to us. No deductible will apply to such "loss".

VIII. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

Subparagraph a. under the exception to paragraphs 4.c. and 4.d. as found in paragraph B. **Exclusions** as contained in **SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment, that receives or transmits audio, visual or data signals, and accessories used with such equipment, except tapes, records or discs, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

IX. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, no deductible applies to glass damage if the glass is repaired in a manner acceptable to us instead of replaced.

X. PARKED AUTO COLLISION DEDUCTIBLE

A. The following is added to paragraph D. **Deductible** as found in **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, in the event of "loss" caused by collision to a covered "auto" while such "auto" is in the care, custody or control of an "insured" and legally parked, the Collision Coverage deductible amount that will be applied to the "loss" will be \$100, regardless of any deductible amount shown in the Declarations as applicable to such covered "auto".

This Parked Auto Collision Deductible provision does not apply to the "loss" if:

1. The covered "auto" is occupied at the time of the "loss"; or
2. The covered "auto" is in the care, custody or control of any person or organization engaged in the business of selling, servicing, repairing or parking "autos".

- B. If the Exclusions section of any Uninsured Motorists Coverage endorsement or Underinsured Motorists endorsement attached to and made a part of this policy includes a provision excluding a stated dollar amount from the total amount of "property damage" as the result of any one "accident", such stated dollar amount is revised to be \$100.

XI. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following provisions are added to subparagraph 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** under paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

- d. Knowledge of an "accident", claim, "suit" or "loss" by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) does not imply knowledge of the "insured" unless the "insured" has received notice from the agent, servant or "employee".
- e. Failure by an agent, servant or "employee" of an "insured" (other than an officer or insurance manager if you are a corporation, a partner if you are a partnership, or a manager if you are a limited liability company) to notify us of an "accident", claim, "suit" or "loss" will not jeopardize your coverage.

XII. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph A. **Loss Conditions 5. Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

With respect to the insurance provided under **SECTION II - LIABILITY COVERAGE** only, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" if such ownership, maintenance or use of a covered "auto" is related to work or ongoing operations performed by you or on your behalf. This provision is also subject to the following:

- A. The work or ongoing operations performed by you or on your behalf have not yet been completed or abandoned and are being performed away from premises you own or rent;
- B. You are required under a written contract to waive your rights to recover from that person or organization; and
- C. The written contract was executed and in effect before any "accident", injury, loss or demand that would give rise to a claim under this Business Auto Policy.

Under paragraph A. above, your work will be deemed completed at the earliest of when all the work called for in your contract has been completed, when all of the work to be done at a job site has been completed if your contract calls for work at more than one job site, or when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following provision is added to paragraph A. **Loss Conditions** as found in **SECTION IV - BUSINESS AUTO CONDITIONS**:

6. Unintentional Failure To Disclose Hazards

We will not deny coverage under this policy because of an unintentional failure to disclose all exposures or hazards existing on the effective date of the Business Auto Policy or because of an unintentional error or omission in any of the information provided by you and relied upon by us in the issuance of this policy. However:

- a. You must report the undisclosed exposure or hazard, or unintentional error or omission, to us as soon as practicable after its discovery;
- b. This provision does not affect our right to collect any additional premium associated with such unintentional failure or our right to cancel or non-renew this policy.

XIV. WORLDWIDE HIRED AUTO COVERAGE

Subparagraph e.(1) under paragraph B. **General Conditions 7. Policy Period, Coverage Territory** as found in **SECTION IV - BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CPP9200470
April 4, 2024 (WF)
POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CGD 09 08 05 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SILVER SERIES
GENERAL LIABILITY COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE*

<u>Coverage</u>	<u>Limit(s) of Insurance</u>	<u>Page</u>
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* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

April 4, 2024 (WF)

The following Coverages apply only if they are shown in the Schedule above. Each of the Coverages is subject to the limit of insurance associated with such Coverage in the Schedule.

I. NON-OWNED WATERCRAFT COVERAGE

A. Subparagraph **g.(2)** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

B. With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** only, the following provision is added to **SECTION II - WHO IS AN INSURED**:

4. Any person is an insured with respect to a watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, while using such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft.

However, no person or organization is an insured:

- a. With respect to "bodily injury" to a co-"employee" of the person operating the watercraft;
- b. With respect to "property damage" to property owned by, rented to, loaned to, occupied by, or otherwise in the care, custody or control of, you or the employer of any person who is insured under this provision; or
- c. If other insurance of any kind is available to that person or organization for this liability, unless such insurance was written to apply specifically in excess of this policy.

II. BROADENED DAMAGE TO PREMISES RENTED TO YOU COVERAGE

The following provisions apply only if a Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You. If no Limit of Insurance is shown in the Declarations for Damage To Premises Rented To You, or if Damage To Premises Rented To You is shown as excluded, the following provisions do not apply.

A. Subparagraph **j. Damage To Property** under paragraph 2. Exclusions as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

- B. The last subparagraph under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

Exclusions c. through e. and g. through n. do not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner. Exclusion f. does not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance and as provided under the Broadened Damage To Premises Rented To You Coverage.

- C. Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Broadened Damage To Premises Rented To You Coverage is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner. The Limit of Insurance for Broadened Damage To Premises Rented To You Coverage shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Damage To Premises Rented To You.

III. ELECTRONIC DATA LIABILITY

- A. Subparagraph p. **Electronic Data** under paragraph 2. **Exclusions** as found in **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** is deleted and replaced by the following:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to, or disclosure or theft of, any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, an individual's name, social security number, driver's license number, state identification number, credit card information, debit card information, account number, account histories, passwords, health information, medical information, or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, inability to transmit or receive, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigation expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the Electronic Data Liability Limit shown in the Schedule above is the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence".

- C. With respect to the insurance provided by this endorsement, the definition of "Property Damage" in the Definitions Section is replaced by the following:

17. "Property damage" means:

- Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

"Property damage" does not include any loss, cost or expense to correct any defective, faulty or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

For the purposes of this insurance, "electronic data" is not tangible property.

- D. With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

IV. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B INCREASED LIMITS

- A. Subparagraph **b.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- b. Up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Bail Bonds Increased Limit for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- B. Subparagraph **d.** under paragraph **1.** as found in **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (SECTION I - COVERAGES)** is deleted and replaced by the following:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit". Expenses paid under this provision includes actual loss of earnings, up to the Limit of Insurance shown in the Schedule above for Supplementary Payments - Coverages A and B - Loss of Earnings Increased Limit, because of time off from work.

V. BROAD FORM NAMED INSURED COVERAGE

With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**, the following provision is added to paragraph **1.** as found in **SECTION II - WHO IS AN INSURED**:

- f. An organization other than a partnership, joint venture or limited liability company, your legally incorporated subsidiaries are insureds if you own a financial interest of more than 50 percent of the voting stock on the effective date of this endorsement.

However, coverage under this provision does not apply to "bodily injury", "property damage", or "personal and advertising injury" with respect to which an insured under this policy, including any endorsement attached to and made a part of this policy, is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of the applicable limits of insurance, unless such policy was written to apply specifically in excess of this policy.

VI. INCIDENTAL MALPRACTICE LIABILITY - NURSE, EMT OR PARAMEDIC COVERAGE

Paragraph **2.a.(1)(d)** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This paragraph **2.a.(1)(d)** does not apply to a nurse, emergency medical technician (EMT) or paramedic employed by you.

VII. BROADENED NEWLY FORMED OR ACQUIRED ORGANIZATIONS COVERAGE

Paragraph **3.a.** as found in **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

VIII. BROADENED WHO IS AN INSURED

The following is added to **SECTION II - WHO IS AN INSURED**:

The following is an additional insured:

- A. 1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

However, such person or organization is not an insured with respect to any "occurrence" which takes place after the equipment lease expires.

2. Any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(a) The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (4) or (6) above; or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Any person or organization but only with respect to their liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations due to:

- (a) Their financial control of you; or
- (b) Premises they own, maintain or control while you lease or occupy these premises.

However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

4. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as co-owner of a Described Premises shown in the declarations.
5. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as grantor of a franchise or license to you.

6. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations on that part of the land leased to you and shown in the Schedule. However, the insurance afforded to such person or organization does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
 7. Any person or organization but only with respect to liability for "bodily injury" or "property damage" as a mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a Described Premises shown in the declarations. However, the insurance afforded to such person or organization does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 8. Any person or organization but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ongoing operations performed in that part of the premises leased to you and shown as a Described Premises in the declarations. However, the insurance afforded to such person or organization does not apply to:
 - (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or for that person or organization.
 9. Any state or political subdivision, but only with respect to liability for "bodily injury" or "property damage". This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- B. The insurance afforded to such person or organization described in paragraph A. above only applies to the extent permitted by law.
 - C. The insurance afforded to such person or organization described in paragraph A. above will not be broader than:
 1. The coverage you have agreed to provide in the written contract or agreement; or
 2. The coverage provided by this endorsement.
 - D. A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you ends.
 - E. The insurance provided to such person or organization described in paragraph A. above does not apply to "bodily injury" or "property damage" occurring:
 1. Prior to the date the written contract or agreement was executed and in effect;
 2. After your contract or agreement with such additional insured ends; or
 3. After the requirement in the written contract or agreement to add such person or organization as an additional insured on your policy ends.
 - F. The insurance afforded to any additional insured is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, unless you have agreed in a written contract or agreement for this insurance to apply on either a:
 1. Primary and non-contributory basis; or
 2. Contributory basis.
- IX. MEDICAL EXPENSE INCREASED LIMIT**
- The following provision applies only if a Limit of Insurance is shown in the Declarations for Medical Expense. If no Limit of Insurance is shown in the Declarations for Medical Expense, or if Medical Expense is shown as excluded, the following provision does not apply.
- Subject to the Each Occurrence Limit Shown in the Declarations, the Limit of Insurance shown in the Schedule above for Medical Expense Increased Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person. The Limit of Insurance for Medical Expense Increased Limit shown in the Schedule above is in addition to any Limit of Insurance shown in the Declarations for Medical Expense.

X. AMENDMENT OF GENERAL AGGREGATE LIMIT OF INSURANCE - PER PROJECT AND PER LOCATION

- A.** With respect to **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE C. MEDICAL PAYMENTS** only, the following provision is added to **SECTION III - LIMITS OF INSURANCE**:

The General Aggregate as described in paragraph 2. under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your projects away from premises owned by or rented to you and separately to each of your "locations" owned by or rented to you. However:

1. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location provision does not apply if a single "occurrence" under Coverage **A**, or a single accident under Coverage **C**, can be attributed to multiple projects or "locations". The General Aggregate Limit of Insurance shown in the Declarations will apply to the sum of all damages under Coverage **A** arising out of such "occurrence" and all medical expenses under Coverage **C** arising out of such accident;
2. This Amendment of General Aggregate Limit of Insurance - Per Project and Per Location does not apply to damages under Coverage **B**. The General Aggregate Limit of Insurance shown in the Declarations continues to apply to the sum of all damages under Coverage **B**, regardless of the number of projects or "locations";

- B.** With respect to the insurance provided by this endorsement, the following Definition is added to **SECTION V - DEFINITIONS**:

"Locations" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

XI. KNOWLEDGE OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT

Subparagraphs **a.** and **b.** under paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as found in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are deleted and replaced by the following:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This Condition only applies when the "occurrence", offense, claim or "suit" is known to you (if you are an individual), to a partner (if you are a partnership), a manager (if you are a limited liability company), or an officer or insurance manager of a corporation (if you are a corporation). Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) does not imply knowledge by the insured unless the insured has received notice from the agent, servant or "employee".

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Failure by an agent, servant or "employee" of an insured (other than a partner, manager, officer, or insurance manager) to notify us of an "occurrence", offense, claim or "suit" will not jeopardize your coverage.

XII. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

The following is added to the paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** as found in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" included in the "products-completed operations hazard" or your ongoing operations, subject to the following:

- a.** You are required under a written contract to waive your rights to recover from that person or organization; and
- b.** The written contract was executed and in effect before any injury or damage that would give rise to a claim under this Commercial General Liability Coverage Part.

This waiver does not apply to any person who is an engineer or architect, or to any organization with respect to an engineer or architect employed by such organization, unless agreed to in writing by us.

XIII. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following Condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. Unintentional Failure To Disclose Hazards

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. Such unintentional error or omission must be reported to us as soon as practicable after its discovery.

This Condition does not affect our right to collect any additional premium associated with such unintentional error or omission or our right to cancel or non-renew this policy.

XIV. CONTRACTUAL LIABILITY - RAILROADS

Subparagraph **f.(1)** under the definition of "insured contract" as found in **SECTION V - DEFINITIONS** or as found in endorsement CG 24 26 AMENDMENT OF INSURED CONTRACT DEFINITION is deleted.

XV. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** under the definition of "mobile equipment" as found in **SECTION V - DEFINITIONS** is deleted and replaced by the following:

- (1)** Equipment with a gross vehicle weight of 1000 pounds or more and designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning.

ADDENDUM TO CITY OF NEW BERLIN CONTRACTS

This Addendum is made and entered into and shall be considered an attachment to all contracts entered into by the City of New Berlin for so long as the City of New Berlin is subject to the U.S. Department of Treasury Restrictions, as well as other federal restrictions related to the City's receipt of Coronavirus Local Fiscal Recovery Funds. The following Terms and Conditions shall be included in each such agreement and are incorporated as though fully set forth in the original contract.

1. No City contractor or employee shall operate any machinery or vehicle while utilizing a smart phone, including, but not limited to, the use of any cellular phone or texting.
2. All City employees and contractors, while engaged in the performance of City business or acting consistent with the performance of services under a contract with the City shall utilize seatbelts and any other safety devices related to the operation of a motor vehicle.
3. City employees or contractors whose duties and responsibilities are funded through the Coronavirus State and Local Fiscal Recovery Funds agree that they will not engage in any lobbying activities while in the course of providing services on behalf of the City of New Berlin, as restricted under the Hatch Act, 5 USC Sec. 1501-1508. No funds appropriated under the Coronavirus State and Local Fiscal Recovery Act shall be utilized for lobbying, and no political payments shall be made through the use of said funds.
4. All City employees and contractors, while in the performance of duties on behalf of the City shall abide by all local, state and federal regulations concerning the ingestion of controlled substances and shall not violate such Statutes or Ordinances. The City shall enforce drug free workplace standards and provide awareness programs for Staff. The City shall further agree to take action regarding individuals using drugs in the workplace according to law.
5. All City employees and contractors, in the course of performing of their duties on behalf of the City, shall, to the extent applicable, comply with the provisions in Wisconsin Statute Sec. 19.59 regarding conflicts of interest, as well as City of New Berlin Municipal Code Chapter 28 regarding ethics. Specifically, no City employee or contractor shall accept or solicit money or tangible personal property or otherwise receive consideration in exchange for the agreement to enter into a contract with a third party.
6. City employees shall avoid the acquisition of unnecessary items or property on behalf of the City.
7. City employees shall, to the extent applicable, engage in value engineering as part of any construction work performed on behalf of the City.
8. Contracts shall only be awarded to responsible contractors with experience in performing the services being contracted for.

9. City contracts shall avoid compensating for contractor work performed on a time and material basis and, to the extent practicable, shall have fixed-price contracts.
10. The selection of a contractor by the City should be done in an atmosphere of open and honest competition.
11. In the course of public bidding involving the purchase of equipment, the City shall not specify only a brand name for the purpose of limiting potential contracting parties.
12. The City shall verify that any entity with which it is contracting has not been excluded for contracting pursuant to 2 CFR 180.



5611 South Calhoun Road, New Berlin, WI 53151
 Ph: 262-679-5200 Fax: 262-679-5215

CONTRACT

Date	Contract #
3/12/2024	24-125
Sales Rep	Ziggy

JOB LOCATION:

City of New Berlin
 3805 S Casper Dr
 New Berlin, WI 53151

New Berlin Activity and Recreation Center
 15321 W National Ave
 New Berlin, WI 53151

Contact Phone #

Terms	Project	
Qty	Description	
	East of service drive plant bed:	
1	Site Layout & Supervision / Mobilization / Administration	
1	Ulmus 'New Horizon' Elm 3" BB	
3	Amelanchier x grandiflora 'Autumn Brilliance' Serviceberry MS 7' BB	
1	Betula Nigra 'Heritage' River Birch 3" BB	
3	Picea omorika 'Serbian' Spruce 7' BB	
3	Viburnum prunifolium 'Blackhaw' 5' BB	
12	Shredded hardwood bark mulch installed in shrub beds 3" depth per CY	
225	Mechanical Cut Edging installed per LF	
1,250	Turf Prep to include rock removal and hand raking per SF	
1,250	Advanced Landscape Seed Blend Mix per SF	
1,250	Single-Netted Straw matting erosion control per SF	
Subtotal		\$7,318.70
Sales Tax (5.0%)		
Total		\$7,318.70

Date _____

Signed & Accepted by _____



CONTRACT

5611 South Calhoun Road, New Berlin, WI 53151

Ph: 262-679-5200 Fax: 262-679-5215

Date	Contract #
9/12/2022	22-342
Sales Rep	TJ

JOB LOCATION:

City of New Berlin
3805 S. Casper Dr.
New Berlin, WI 53151

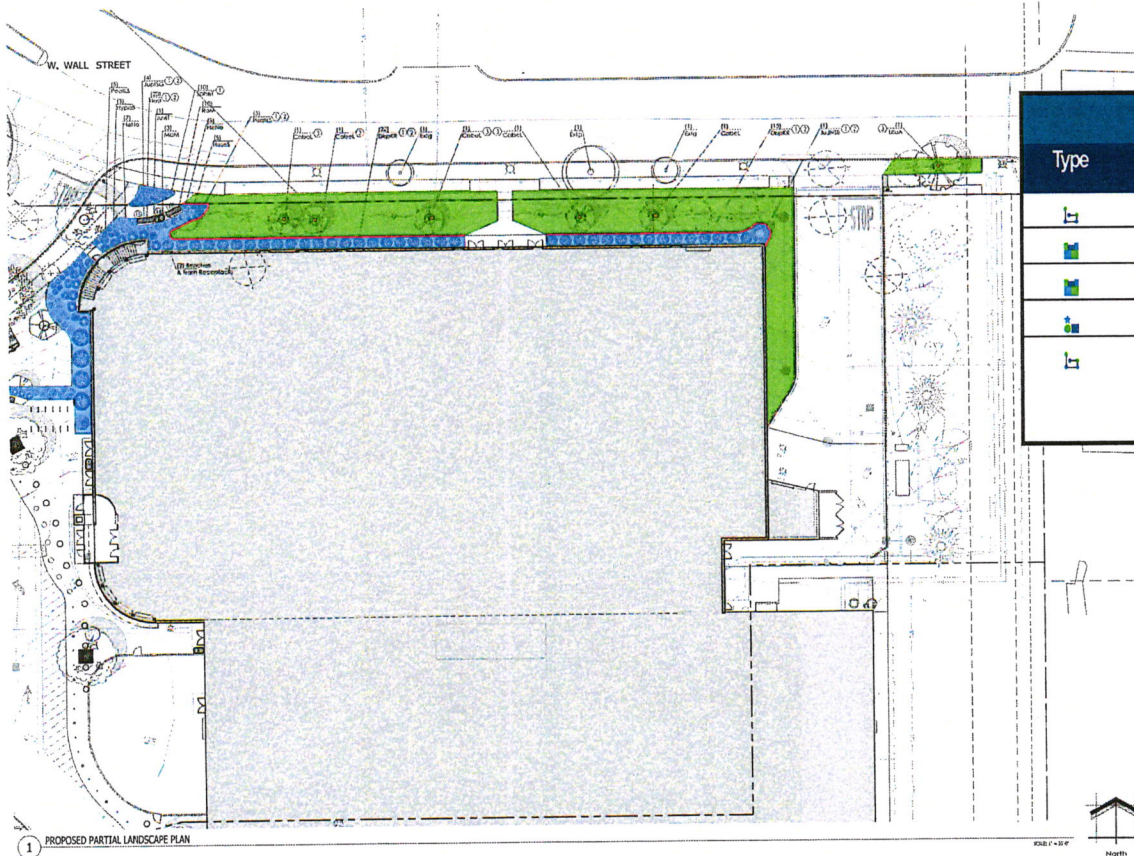
City Of New Berlin
Activity and Recreation Center
15321 W National Ave

Contact Phone #

Terms		Project	CC 2048 - New Berlin City Ctr	
Qty	Description			
	Site Supervision / Site Layout			
1	REMOVAL: Removal of existing plant material around Monument Sign			
	B&B TREES:			
2	Gleditsia triacanthos 'Shademaster' Honeylocust 2.5" BB			
2	Ulmus 'New Harmony' Elm 2.5" BB			
1	Acer x freemanii Autumn Blaze Maple 2.5" BB			
	SPADE TREES:			
3	Gleditsia triacanthos 'Skyline' Honeylocust 5" Spade			
	PERENNIALS:			
10	Juniperus chinensis 'Gold Coast' Juniper 18" cont			
	SOFTSCAPES:			
6	Shredded hardwood bark mulch installed in shrub beds 3" depth per 6 CY			
70	Spade Cut Edging 3" depth installed per LF			
		Website	Subtotal	\$11,997.90
			Sales Tax (5.0%)	\$0.00
			Total	\$11,997.90

Date _____

Signed & Accepted by _____

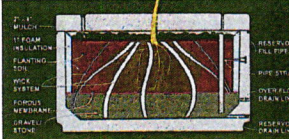


Product Information


Planter
TF 4306

Size: 38" L x 24" H
Weight: 600 Lbs.
Material: Reinforced concrete
Manufacturing: 1/4" Dia. steel rebar
Drain Hole: (1) 2" Drain Hole

Type	Color	Takeoff	Qty	UOM
		test	5.81	LF
		Washed Stone Mulch	2358.02	SQFT
		Seeded Lawn	5387.73	SQFT
		Tree Rings	6	EA
		Aluminum Edging - Black	255.73	LF

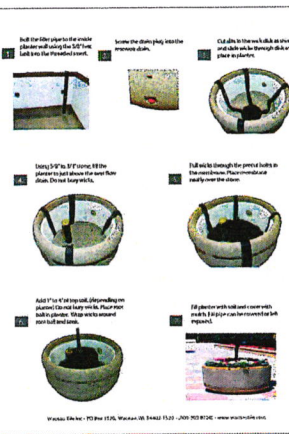
Assembly Instructions TF4900


FEATURES

- Foam Insulation
- Wick System
- Over Flow Drain
- Reservoir Drain
- Reservoir Fill Pipe
- Drain Plugs
- Membrane
- Felt Disc

BENEFITS

- Available for most larger-sized planters
- Keeps plantings well watered with hidden pipe and wick system
- Reduces evaporation
- Special drainage eliminates over watering
- Keep healthy, beautiful landscaping with minimal maintenance



1. Roll the planter over to the side. Open the top of the planter. Lay the planter on the ground.

2. Lay the planter on the ground. Lay the planter on the ground.

3. Lay the planter on the ground. Lay the planter on the ground.

4. Lay the planter on the ground. Lay the planter on the ground.

5. Lay the planter on the ground. Lay the planter on the ground.

6. Lay the planter on the ground. Lay the planter on the ground.

7. Lay the planter on the ground. Lay the planter on the ground.

8. Lay the planter on the ground. Lay the planter on the ground.

9. Lay the planter on the ground. Lay the planter on the ground.

10. Lay the planter on the ground. Lay the planter on the ground.

WALSAU TILE: TF4900 RESERVOIR SYSTEM

INSITE
LANDSCAPE DESIGN
 Landscape Consulting
 & Master Planning Design Services
 11525 W. North Avenue, Suite 18
 Wauwatosa, WI 53226
 Tel: (414) 476-1284
 www.insitedesigninc.com
 mdesign@insitedesigninc.com

Project:
NEW BERLIN
ACTIVITY &
RECREATION
CENTER
 15321 W. National Avenue
 New Berlin, WI 53151

Date	Number	Description
01/20/22		Client Review Submittal
01/21/22		Plan Commission Submittal
06/04/22		Construction Document Submittal
06/22/22		Reviewed for State Submittal

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Sheet Title:
PROPOSED PARTIAL
LANDSCAPE PLAN
AND PLANT MATERIAL TABLE

Date of Drawing: 06/22/22
 Scale: 1" = 20' 0"
 Drawn By: MCD
 Job Number: 121-010
 Sheet Number:

LSP1.2

CONSTRUCTION SET USE NO OTHER: DO NOT SCALE THESE DRAWINGS.



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

						Customer Phone
Terms	Net 30	Sales Rep	Dan L	Completion Date		262-797-2445 x 2249
Qty	Description					
	Proposal valid for 30 days					
1	Sheet(s) LSP1.2, LSP1.3 dated 6/22/22					
	BASE BID					
1	Site Layout & Supervision / Mobilization / Administration					
	REMOVAL:					
1	Removal of existing plant material around monument sign					
	LSP1.2					
	BROADLEAF DECIDUOUS TREES					
5	Carpinus betulus "Lucas" Columnar European Hornbeam 2.5" BB					
1	Liriodendron tulipifera Tuliptree 2.5" BB					
3	Malus 'Marilee' Crabapple 1.5" BB					
	CONIFER EVERGREEN TREES					
4	Juniperus J.N. Select Blue 'Star Power' 5' BB					
4	Juniperus virginiana 'Taylor' Redcedar 8' BB					
	BROADLEAF DECIDUOUS SHRUBS					
37	Diervilla rivularis Kodiak Red Bush Honeysuckle 18" cont					
3	Hydrangea paniculata 'Bobo' Hydrangea 18" cont					
10	Rosa 'Apricot Drift' Groundcover Rose 18" cont					
	CONIFER EVERGREEN SHRUB					
4	Juniperus x pfizeriana 'MonSan' Sea of Gold Juniper 18" BB					
						Subtotal
						Sales Tax (5.0%)
						Total



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

Customer Phone

262-797-2445 x 2249

Terms	Net 30	Sales Rep	Dan L	Completion Date	
					Qty
					Description
					PERENNIAL GRASS
					5 Helictotrichon sempervirens 'Sapphire Fountain Blue' Oat Grass #1 cont
					11 Sporobolus heterolepsis 'Tara' Dwarf Prairie Dropseed Grass #1 cont
					PERENNIALS
					10 Hemerocallis x Nosferatu Trophytaker Daylily 4.5" cont
					17 Hemerocallis 'Stella de Oro' Daylily #1 cont
					8 Perovskia atriplicifolia 'Little Spire' Russian Sage #1 cont
					LSP1.3
					BROADLEAF DECIDUOUS TREES
					1 Acer miyabei 'Morton' State Street Maple 4" BB
					4 Carpinus betulus "Lucas" Columnar European Hornbeam 2.5" BB
					1 Cercidiphyllum japonicum Katsura Tree 2.5" BB (Largest Available 2")
					5 Ginkgo biloba 'Princeton Sentry' Maidenhair Tree 4" BB (Largest available 2.5" BB)
					1 Liriodendron tulipifera Tuliptree 2.5" BB
					2 Nyssa sylvatica 'Wildfire' Black Gum Tree 2.5" BB
					2 Gleditsia triacanthos 'Shademaster' Honeylocust 2.5" BB
					2 Ulmus americana 'New Harmony' Elm 2.5" BB
					1 Acer x freemanii Autumn Blaze Maple 2.5" BB
					CONIFER EVERGREEN TREES
					1 Juniperus scopulorum 'Gray Gleam' Juniper 10' BB
					1 Juniperus virginiana 'Taylor' Redcedar 10' BB (Largest Available 8')
					1 Picea omorika 'Serbian' Spruce 10' BB (Largest Available 6')
					BROADLEAF DECIDUOUS SHRUBS
					Subtotal
					Sales Tax (5.0%)
					Total



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

						Customer Phone
Terms	Net 30	Sales Rep	Dan L	Completion Date		262-797-2445 x 2249
Qty	Description					
5	Hydrangea paniculata 'Bobo' Hydrangea 18" cont					
4	Physocarpus opulifolius 'Mindia' Coppertina Ninebark 18" cont					
27	Spirea japonica 'Double Play Candy Corn' Spirea 18" cont					
	CONIFER EVERGREEN SHRUBS					
9	Juniperus x pfizeriana 'MonSan' Sea of Gold Juniper 18" BB					
12	Thuja occidentalis 'Mr. Bowling Ball' Globe Arborvitae 18" cont					
	PERENNIAL GRASS					
26	Panicum virgatum 'Northwind' Switch Grass #1 cont					
25	Sporobolus heterolepis 'Tara' Dwarf Prairie Dropseed Grass #1 cont					
	PERENNIALS					
13	Hemerocallis x Nosferatu Trophytaker Daylily 4.5" cont					
56	Hemerocallis 'Stella de Oro' daylilly 4.5" cont					
24	Perovskia atriplicifolia 'Little Spire' Russian Sage #1 cont					
10	Juniperus chinensis 'Gold Coast' Juniper 18" cont					
	PARKING ISLANDS					
2	Acer rubrum 'Red Sunset' Maple 2.5" BB					
2	Celtis occidentalis Common Hackberry 2.5" BB					
2	Ulmus 'Morton' Accolade Elm 2.5" BB					
32	Rhus aromatica 'Gro-Low' Fragrant Sumac 18" cont					
30	Panicum virgatum 'Northwind' Switch Grass #1 cont					
	SPADE TREES:					
3	Gleditsia triacanthos var. inermis 'Skycole' Skyline Thornless Honeylocust 5" Spade					
						Subtotal
						Sales Tax (5.0%)
						Total



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

						Customer Phone
Terms	Net 30	Sales Rep	Dan L	Completion Date		262-797-2445 x 2249
Qty	Description					
	SOFTSCAPE					
12	Screened Topsoil 0.1' average depth / Installed per CY					
6,888	Turf Prep to include rock removal and hand raking per SF					
3,588	Shrub Bed Prep to include Amendments and Starter Fertilizer per SF					
6,888	Single-Netted Straw matting erosion control per SF					
3,553	Weed Barrier per SF					
6,888	Advanced Landscape Seed Blend Mix per SF					
3	3/4" Grey Slate Chips / Supplied					
6	Slate Chips / Installed					
372	Curv-Rite Aluminum Bed Edging installed per LF					
13	Furnish & Install Gator Bags					
3	(13) Tree Rings: Shredded hardwood bark mulch installed per CY					
	HARDSCAPE					
60	Washed stone base / Supplied per Ton					
100	Washed stone / Installed					
1	Watering of plants during the course of landscape construction					
1	One (1) year warranty is included with this proposal. Warranty does not include damage caused by rodents, animal foraging, insects, mechanical damage, drought, frost, frost cracking, lightning, improper care, improper watering, natural disaster, or other Acts of God. Damage resulting from any of these causes that is not a defect is excluded from our warranty.					
1	MAINTENANCE:...(0) days maintenance is included with this proposal which includes grass cutting and bed weeding only. Does NOT include irrigation, temporary or permanent, of turf or beds.					
	WATERING:					
						Subtotal
						Sales Tax (5.0%)
						Total



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

						Customer Phone
Terms	Net 30	Sales Rep	Dan L	Completion Date		262-797-2445 x 2249
Qty	Description					
	- After initial plant installation and watering, the GC and/or Owner will bear the responsibility to continue to water outside any permanent irrigation system or specified and agreed upon temporary irrigation. LATE SEASON / WINTER CONDITIONS: - Evergreen Trees / Shrubs planted between November 15th and April 30th will not be warrantied as Winter Conditions impact their survival rate - TOTM will not warranty perennials installed after October 15th as they may not have time to root themselves to survive the winter season. - Plant selections for installation may need substitutions based upon the availability at nurseries late in the season. - If requested, TOTM will provide plant protection from winter salt damage with gypsum application as an additional charge. - Turf seeded between October 1st and November 15th will not be warrantied as there is a potential for a killing frost to immature grass. Seeding after November 15th will be a dormant seeding. - Any installations may incur additional winter condition charges from November 15th thru April 1st. EXCLUSIONS: - Annuals to be planted by owner. - Planters furnished and installed by owner. - Outcropping wall is existing, not included. - Tree grates are by owner. - Plants are quoted on locally sourced availability, substitutions may be required. - Trees on the Move Standard Insurance Coverage / Limits are included. - If matting is installed, staples that hold the matting in place must be removed by others. - Any topsoil, unless specifically listed above as included. - If topsoil needs to be cleaned, the cost will be charged on a T&M basis. - Final rough grade to be +/-1" of final finish grade.					
						Subtotal
						Sales Tax (5.0%)
						Total



5611 South Calhoun Road, New Berlin, WI 53151
Ph: 262-679-5200 Fax: 262-679-5215

Proposal

Date	Proposal #
4/5/2024	23-402

Job Location

City of New Berlin
3805 S Casper Dr
New Berlin, WI 53151
Attn: Dan Hogan
262.797.2445

New Berlin Activity and Recreation Center
15321 W National Ave
New Berlin, WI 53151

Customer Phone

262-797-2445 x 2249

Terms	Net 30	Sales Rep	Dan L	Completion Date	
Qty	Description				
	- Any maintenance, unless specifically listed above as included. - Any irrigation (temporary or permanent), unless specifically listed above as included. - Any tree staking. If required, ADD \$95.00 plus tax per tree to base bid. - Any A.M. Leonard 4-inch diameter tree bark protection. If required, ADD \$52.00 plus tax per tree to base bid. - Any Gator bagging. If required, ADD \$45.00 plus tax per tree to base bid. - Any edging material, unless specifically listed above as included. - Any prevailing or union wages, unless specifically listed above as included. - Any Engineering drawings for any retaining walls. - Any private line location services required will be an additional cost and billed to client plus 10% service fee. Otherwise, GC and/or Owner will bear responsibility/liability of damage. - Any Additional Insured Endorsement requirements will be an additional cost. - Any silt fence removal. - Any erosion control or site preparation work. - Any other item not listed above as included. Note: Base bid includes plant watering during the landscaping process. Upon project turnover watering shall be owner's responsibility. TOTM does offer this service on a Time and Material basis. Please contact us to discuss available options. Note: Site Excavator shall turn over for Landscaping within 0.1' of finish grade, topsoil required to achieve shall be furnished by site excavator. All topsoil required to complete landscaping shall be utilized from owner's stockpile at no cost to TOTM.				
Subtotal					\$67,834.56
Sales Tax (5.0%)					
Total					\$67,834.56

Date	Number	Description
01/20/72		Cost Review Submitted
01/21/72		Prog Completion Submitted
05/04/72		Contributions Submitted
05/22/72		Revised for Status

CONVENTIONS before London Convention, Dec. 1920
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Sheet Title: PROPOSED PARTIAL LAND ACQUISITION AND PLANT MATERIAL TABLE	
Date of Drawing:	06/22/22
Scale:	1" = 20'-0"
Drawn By:	NCD
Job Number:	L21-010

315

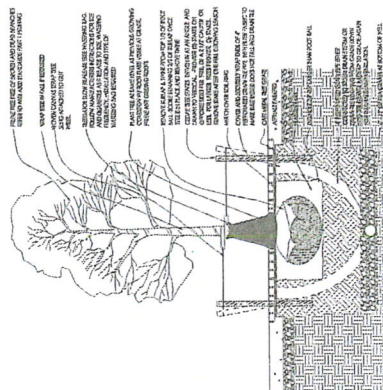
Component		Material	Quantity	Unit Price	Amount	Remarks	Comments
Component 1	Item 1	Material A	100	1.50	150.00	Material A used for Component 1	Material A
	Item 2	Material B	50	2.00	100.00	Material B used for Component 1	Material B
	Item 3	Material C	20	3.00	60.00	Material C used for Component 1	Material C
	Item 4	Material D	10	4.00	40.00	Material D used for Component 1	Material D
	Item 5	Material E	5	5.00	25.00	Material E used for Component 1	Material E
	Item 6	Material F	3	6.00	18.00	Material F used for Component 1	Material F
	Item 7	Material G	2	7.00	14.00	Material G used for Component 1	Material G
	Item 8	Material H	1	8.00	8.00	Material H used for Component 1	Material H
	Item 9	Material I	1	9.00	9.00	Material I used for Component 1	Material I
	Item 10	Material J	1	10.00	10.00	Material J used for Component 1	Material J
Component 2	Item 1	Material A	100	1.50	150.00	Material A used for Component 2	Material A
	Item 2	Material B	50	2.00	100.00	Material B used for Component 2	Material B
	Item 3	Material C	20	3.00	60.00	Material C used for Component 2	Material C
	Item 4	Material D	10	4.00	40.00	Material D used for Component 2	Material D
	Item 5	Material E	5	5.00	25.00	Material E used for Component 2	Material E
	Item 6	Material F	3	6.00	18.00	Material F used for Component 2	Material F
	Item 7	Material G	2	7.00	14.00	Material G used for Component 2	Material G
	Item 8	Material H	1	8.00	8.00	Material H used for Component 2	Material H
	Item 9	Material I	1	9.00	9.00	Material I used for Component 2	Material I
	Item 10	Material J	1	10.00	10.00	Material J used for Component 2	Material J
Component 3	Item 1	Material A	100	1.50	150.00	Material A used for Component 3	Material A
	Item 2	Material B	50	2.00	100.00	Material B used for Component 3	Material B
	Item 3	Material C	20	3.00	60.00	Material C used for Component 3	Material C
	Item 4	Material D	10	4.00	40.00	Material D used for Component 3	Material D
	Item 5	Material E	5	5.00	25.00	Material E used for Component 3	Material E
	Item 6	Material F	3	6.00	18.00	Material F used for Component 3	Material F
	Item 7	Material G	2	7.00	14.00	Material G used for Component 3	Material G
	Item 8	Material H	1	8.00	8.00	Material H used for Component 3	Material H
	Item 9	Material I	1	9.00	9.00	Material I used for Component 3	Material I
	Item 10	Material J	1	10.00	10.00	Material J used for Component 3	Material J

 UNIVERSITY OF NORTH CAROLINA CHapel Hill				
Ordering Dept. Moving Update Form "X"				
Quantity	Code Name	1-Classic Items	Comments/Notes	Printing Size
1	D	North Carolina Welcome Booklet	Advised Applicant Return Card	2 Card - Card
2	F	Income Tax Dept. Report	Advised Applicant Return Card	4 1/2" post
1	F	Income Tax Dept. Report	Advised Applicant Return Card	4 1/2" post

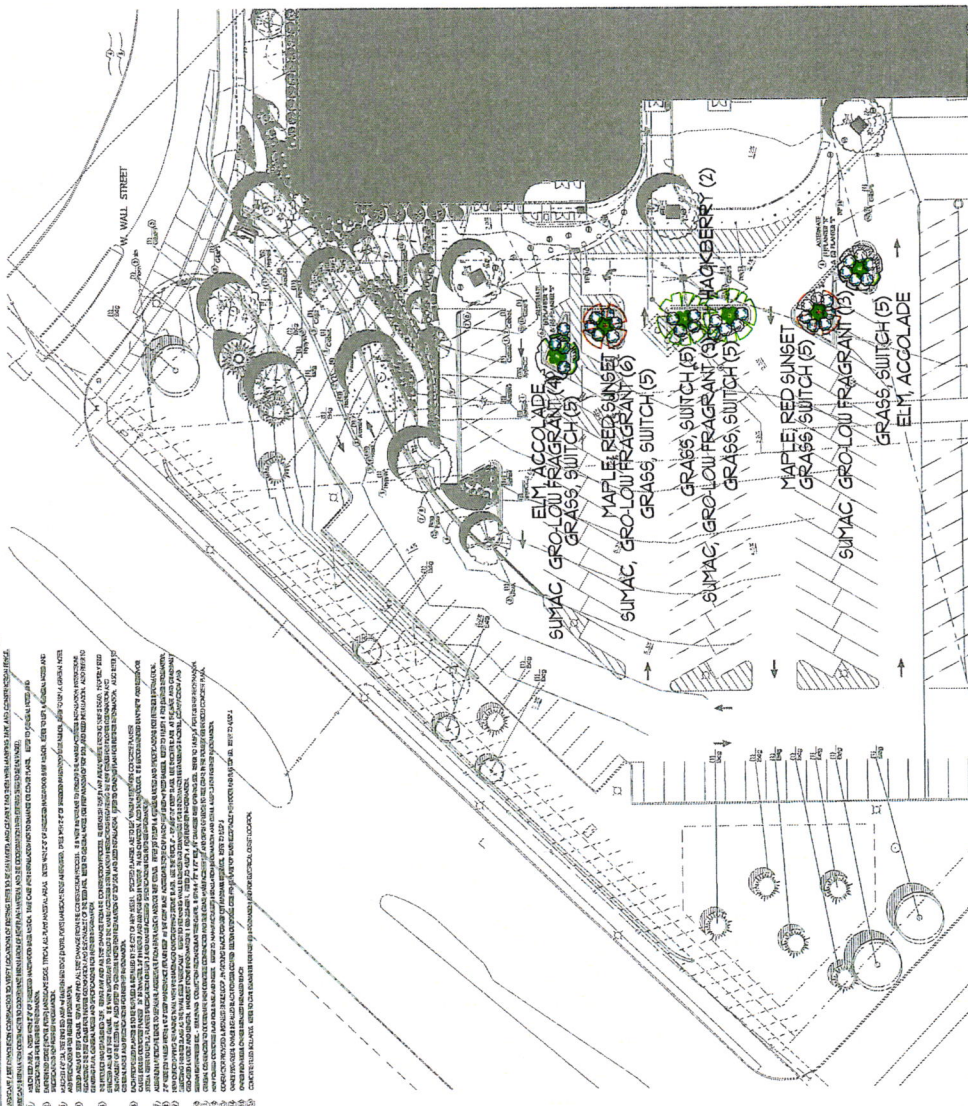
ANALYST		DATE		TIME		INSTRUMENT	
Quantity	Conc Name	Use of the term	Chemical Name	Reaction Time	Unit - Conc	Unit - Conc	Unit - Conc
1	a	Complete analysis of the sample	Hydrogen Peroxide	10 min	1/2 gal	1/2 gal	1/2 gal
2	b	Hydrogen Peroxide	Hydrogen Peroxide	10 min	1/2 gal	1/2 gal	1/2 gal
3	c	Hydrogen Peroxide	Hydrogen Peroxide	10 min	1/2 gal	1/2 gal	1/2 gal
4	d	Hydrogen Peroxide	Hydrogen Peroxide	10 min	1/2 gal	1/2 gal	1/2 gal

CHAPTER 10: CONCLUSION

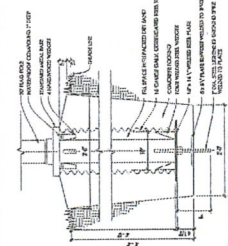
1. **Introduction:** This chapter summarizes the key findings and conclusions of the research project. It highlights the importance of understanding the impact of climate change on the environment and the need for sustainable practices.
2. **Methodology:** The research was conducted using a combination of qualitative and quantitative methods. Data was collected through surveys, interviews, and analysis of existing literature.
3. **Results:** The findings indicate that climate change has a significant impact on the environment, particularly in terms of rising temperatures and changing precipitation patterns. These changes are leading to increased risks of drought and flooding.
4. **Conclusion:** Based on the results, it is concluded that immediate action is required to mitigate the effects of climate change. This includes implementing sustainable practices, reducing greenhouse gas emissions, and investing in renewable energy sources.
5. **Recommendations:** The following recommendations are made for future research and policy development:
 - a. Further research should be conducted to explore the long-term impacts of climate change on different regions and ecosystems.
 - b. Governments and organizations should implement policies that promote sustainable development and reduce carbon footprints.
 - c. Public awareness campaigns should be launched to educate the general public about the importance of environmental conservation.



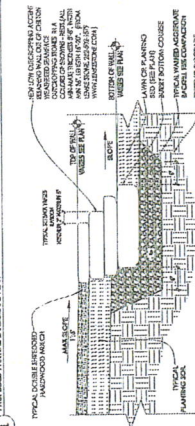
TREE PIT PLANING DETAIL



LEGEND	
COTTON NAME	QTY
FLOWER GRASS	
GRASS, SWITCH	30
SARLES, DECIDUOUS	
SUMAC, GRO-LOW FRAGRANT	32
TREE, DECIDUOUS	
ELM, ACCLADE	2
HAWBERRY	2
MAPLE, RED SUNSET	2



3 FLAG POLE BASE



TYPICAL LOW OUTCROPPING STONE GARDEN WALL SECTION

